



MEETING OF THE CITY COUNCIL
VIA VIDEOCONFERENCE
Monday, January 10, 2022
6:30 p.m.

On March 20, 2020, City Manager Gregory Rose declared a State of Emergency for the City of University City due to the COVID-19 Pandemic. Due to the ongoing efforts to limit the spread of the COVID-19 virus, the January 10, 2022 meeting 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/82244676726?pwd=RDJ1L05CSVB5YnNpcEtMNUcvWHZpZz09>
Passcode: 614351

Live Stream via YouTube:

https://www.youtube.com/channel/UCyN1EJ_-Q22918E9EZimWoQ

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International numbers available: <https://us02web.zoom.us/j/82244676726>

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
Monday, January 10, 2022
6:30 p.m.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATION
None

E. APPROVAL OF MINUTES

1. December 13, 2021 – Study Session Draft Minutes – Public Safety Notification
2. December 13, 2021 – Regular Draft Minutes
3. December 20, 2021 – Special Session Draft Minutes

F. APPOINTMENTS to BOARDS AND COMMISSIONS

1. Dennis Fuller is nominated for re-appointment to the Traffic Commission by Councilmember Tim Cusick
2. Jerrold Tiers is nominated for re-appointment to the Traffic Commission by Councilmember Tim Cusick
3. Craig Hughes is nominated for re-appointment to the Traffic Commission by Councilmember Tim Cusick

G. SWEARING IN TO BOARDS AND COMMISSIONS

1. A'isha Hedges was sworn in to the Arts and Letters Commission on December 22, 2021 via Zoom
2. Marcie Dear was sworn in to the Arts and Letters Commission on December 28, 2021 in the Clerk's office.
3. Sophia Allen was sworn in to the Arts and Letters Commission on December 30, 2021 in the Clerk's office.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Procedures for submitting comments for Citizen Participation and Public Hearings:

*ALL written comments must be received **no later than 12:00 p.m. 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.*

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I. PUBLIC HEARINGS

1. Liquor License – Greenwood Restaurant – 1000 Sutter Ave.

J. CONSENT AGENDA

1. 2022 Legislative Platform
2. Truck Bed Replacements (3) Contract – Public Works
3. Kempland Bridge Surface Transportation Program (STP) Application
4. Geotechnical Services Contract (Annex and Trinity Building Project)
5. HVAC Unit Replacement – SmartHouse Heating and Cooling (Community Ctr.)
6. Relocation Assurances Agreement – Aleksei Mironov (1190 Briscoe Place)
7. Relocation Assurances Agreement – Mike Murray/Olga Kronova (1177 Briscoe Place)

K. CITY MANAGER'S REPORT

1. Liquor License – Greenwood Restaurant LLC (1000 Sutter Ave.)
2. Site Plan Approval – All Nations Church (7860-7868 Olive Blvd.)
3. Conditional Use Permit (CUP) – MNG 2005 Inc. (8322 Olive Blvd.)
4. Creative Entourage Contract – Prop F Public Information and Communications Campaign

L. UNFINISHED BUSINESS

M. NEW BUSINESS

Resolutions

Bills

N. COUNCIL REPORTS/BUSINESS

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

O. CITIZEN PARTICIPATON (continue if needed)

P. COUNCIL COMMENTS

Q. EXECUTIVE SESSION

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

R. ADJOURNMENT

Posted 7th day of January 2022.

LaRette Reese
City Clerk

**STUDY SESSION
OF THE UNIVERSITY CITY COUNCIL
Monday, December 13, 2021
6:00 p.m.**

On March 20, 2020, City Manager Gregory Rose declared a State of Emergency for the City of University City due to the COVID-19 Pandemic. Due to the ongoing efforts to limit the spread of the COVID-19 virus, we encourage everyone in City facilities to wear a mask. To provide for social distancing during Council meetings **in-person public attendance will be limited to the first 25 people.**

AGENDA

Requested by the City Manager

1. MEETING CALLED TO ORDER

At the Study Session of the City Council of University City held on Monday, December 13, 2021, at City Hall, on the fifth floor, Mayor Terry Crow called the meeting to order at 6:00 p.m.

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

- Councilmember Stacy Clay
- Councilmember Aleta Klein
- Councilmember Steven McMahon
- Councilmember Jeffrey Hales
- Councilmember Tim Cusick
- Councilmember Bwayne Smotherson

Also in attendance were City Manager, Gregory Rose; Attorney, John F. Mulligan, Jr., and Chief of Police, Larry Hampton.

2. CHANGES TO REGULAR AGENDA

None.

3. PUBLIC SAFETY NOTIFICATION ON PROPERTY CRIMES AND GUNSHOT DETECTION V5 SYSTEMS

Mr. Rose stated Chief Hampton will be providing Council with presentations on the City's public safety notifications and practices and the Gunshot Detection V5 System. Council is asked to provide staff with directions for any changes they would like to see in these current notifications and practices.

Chief Hampton stated the following information references pertinent crimes within the community specifically related to property crimes.

2020 Calls For Service

U City responds to every emergency and non-emergency call, which is why it has the largest call volumes within the jurisdiction.

	Non-Emergency	Emergency	Total
2019	59,684	21,997	81,681
2020	62,894	20,155	83,049
Total	122,578	42,152	164,730

Other L.E. Agencies in St. Louis County

- Florissant P.D. for 2020 totaled 68,741 calls for service (Florissant pop. 55, xxx people)
- Maryland Heights P.D. for 2020 totaled 61,112 calls for service (M.H. pop. 30, xxx people)
- Clayton P.D. for 2020 totaled 16,530 calls for service (Clayton pop. 20, xxx people)

Strategic Methods Addressing Crime

- UCPD addresses **CRIME TRENDS** on a daily, weekly, and routine basis (not seasonal). UCPD daily Patrol Plans are Strategic ACTION PLANS & they specify how to combat trending issues or crime problems (i.e., Catalytic Converters, park vagrants, shots fired in specific areas and times) per shift and watch.
- Roll Calls are daily training sessions & UCPD gets the most of those daily meetings via videos, Q & A sessions, and outside trainers making presentations.
- COVID brought about new innovative criminal tactics and trends. Law enforcement agencies everywhere changed strategic deployment methods and criminal intelligence sharing to adapt to persevere with our community mission of public safety.

Case Investigations

While the County has an entire unit assigned to investigations, the Department has one PIO, Captain Frederick Lemons, and one Crime Analyst, Ms. Danella Lang.

6 Factors That Slow Down Law Enforcement Investigation

- Case Loads; (volume of calls for incidents)
- Case Screening & Intake; (policy on initiating investigations)
- Cross-Unit Collaboration; (cooperation inner agency and outside agencies)
- Community Involvement; (centralizing resource-effective in your community)
- Checklist of Investigation; Process (the correct investigative process being used)
- Case Review; (case review is an administrative task for reviewing cases)

Staged Crime Scenes

- Perpetrator makes the scene look like something it's not
 - Lab results do not match up with the testimony of witnesses

Examples:

- Arson - staging a crime to cover up another crime
- Suicide/murder
- Burglary - staged to collect insurance proceeds

False Police Reports

False Reports are a major factor that impedes notifications and investigations.

- If you're a witness or [victim of a crime](#), one of the first steps is filing a police report, which helps to prompt an investigation. While it is imperative to be completely honest and detailed when making a statement to the authorities, sometimes false statements are given. **So, why would someone file a false police report?** There are a number of reasons:
- Sometimes it's done to shift the focus of an investigation away from the perpetrator.
- Other times it's to make an innocent party appear guilty.

Reasons Why People Risk Committing This Crime

- **More false reports of property crimes are filed than crimes to a person.** A property crime is one involving the loss of money or property; crimes to a person are one that usually involves an injury to that person, such as battery or rape.

People file false property crime reports to:

- Create a tax deduction. Property losses above a certain threshold are deductible on federal and some state income taxes.
- Defraud an insurance company that insures the property.
- Explain the loss or theft of an item, when the theft was made by the person doing the reporting. For example, say your employer gives you a laptop computer to use for work. You leave the laptop in a bar or hotel room, and when you come back it's gone. You report it as stolen from your locked car to cover your negligence. People will even break out a car window to make it look more convincing, as the cost of replacing the car window is still a lot less than what most laptop computers cost. Or you decide the computer would make a nice addition to your personal inventory, so you report a theft and keep the computer for yourself.
- Cover cash embezzlements; (the laptop theft described above is also a form of embezzlement). A retail cashier might take money from the register then file a report of a "till tap," where a customer reaches into the cash drawer, takes the money, and runs.

Chief Hampton stated his department disseminates information regarding property crimes once the information has been verified. However, information that poses an imminent threat to an individual or the community at large is disseminated immediately.

Subdivision Trustees receive Crime Analysis Reports on a weekly basis, and that same information is posted on the City's website.

No information is disseminated to the press until it has been properly vetted.

Councilmember Hales asked if the dissemination practices currently being followed were contained in a written policy? Chief Hampton stated they are unwritten policies that are implemented according to State Statutes. Councilmember Hales asked if Council or the public would be notified under this unwritten policy if there was a rash of low-level crimes, such as forced entries, in a specific area?

Mr. Rose stated while notifications involving armed robberies, murders, et cetera, are automatic, notifications for low-level crimes are left to the discretion of the commander on duty based on their severity. However, the purpose of this presentation is to discern whether changes are needed to the current practices being followed.

Councilmember Hales stated he would certainly want to be notified in the instances he described and believes it would also be helpful to notify the public.

Chief Hampton stated notifications regarding armed robberies and burglaries are disseminated weekly.

Councilmember Clay asked what percentage of the calls fell under the category of staged or misrepresented crimes? Chief Hampton stated the statistics are not available for U City, but on a national level the average is 30 percent.

Councilmember Clay stated the Police Department appears to be part of a larger issue related to the City's challenges associated with what should be communicated when it should be communicated, and where to communicate it. So, it might be a good idea to have someone come in and at how the two can leverage their social media tools to make communications more robust. He stated while he would agree that it is within Council's purview to determine what criteria or policies need to be implemented, he does not think it is something that can be accomplished here tonight.

Councilmember Klein asked if the Department had a mechanism in place to report patterns or trends versus single events for lower grade offenses because she thinks that would be helpful for the public to know? Chief Hampton stated the mechanism currently being utilized disseminates information about crimes on a weekly basis. But residents are encouraged to call his department at any time if they would like to gain a better understanding of the statistics.

Councilmember Cusick stated if there were approximately 83,000 emergency and non-emergency calls in 2020; that means the Department received roughly 227 calls a day. And if that is the case, how does the Department manage this significant amount of calls? Chief Hampton stated in his opinion, staff has been able to manage them quite effectively; especially since all of his officers are now certified to handle lower-level calls related to EMS, Fire, and crisis intervention.

Mayor Crow stated he is somewhat perplexed at the differences in the number of calls, especially when you compare them to the City of Florissant. So, unless there is some other explanation for why U City's numbers are so much higher than Florissant's, whose population is approximately 20,000 greater than U City's, these numbers are really difficult for him to discern.

Chief Hampton stated U City's numbers include self-initiated calls and calls from citizens where a police report might be generated. They also reflect the fact that U City is centrally located around communities that may not have the needed resources, or they are so close to U City's borders that incidents bleed over into this jurisdiction. He stated although he does not have a rational explanation for the differences, he does know that since 2007, U City has had more calls than Jennings, Florissant, Maryland Heights, and Chesterfield.

Mayor Crow stated he believes that if you are going to compare your stats to other communities you also need to want to make sure you're comparing apples to apples.

Mr. Rose stated staff can certainly work to delineate what is included in their stats, as well as reach out to Florissant to try and make sure everything matches up.

Chief Hampton stated while the City's calls include Fire and EMS, he is not sure if the same is true for Florissant since his understanding is that they have a Fire District versus their own Fire and EMS Departments.

Mr. Rose stated while that could certainly have an impact, there is still a need for the City to conduct its own due diligence to determine the facts.

Mr. McMahon stated the Weekly Crime Report lists a specific crime, an arrest summary, the number of juveniles or adults arrested, when it occurred, and where it occurred. So, if a citizen is looking for trends it might be better to look at the Crime Statistics because this report breaks the crimes out by territories. He stated citizens should expect to receive a heads up when crime trends are occurring in their community, so maybe there is a need to review how these reports are presented on the website so residents can get a better idea of what's going on.

Chief Hampton stated they have been looking at different formats but since their webpage is attached to ucitymo.org, it's a pretty extensive process. But he would agree that the crimes by region provide a better depiction of what's going on, on a specific zip code or street.

Councilmember McMahon stated by its very nature, there will be a lag in the statistics. So, it might be necessary for Council to review this practice to see if a balance can be established to identify these trends and get that information out to residents in a prompt manner.

Councilmember Clay questioned if police reports were generated each time an ambulance is deployed? Chief Hampton stated a report is only generated if that call results in a criminal offense being committed.

4. ADJOURNMENT

Mayor Crow stated based on the time he would suggest revisiting this topic at the January meeting. He then thanked everyone for their participation and adjourned the Study Session at 6:31 p.m.

LaRette Reese
City Clerk

MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, December 13, 2021
6:30 p.m.

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A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on Monday, December 13, 2021, at City Hall, on the fifth floor, Mayor Terry Crow called the meeting to order at 6:32 p.m.

B. ROLL CALL

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

Councilmember Stacy Clay
Councilmember Aleta Klein
Councilmember Steven McMahon
Councilmember Jeffrey Hales
Councilmember Tim Cusick
Councilmember Bwayne Smotherson

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr., and Director of Parks, Recreation and Forestry, Darren Dunkle.

C. APPROVAL OF AGENDA

Hearing no amendments, Councilmember Clay moved to approve the Agenda as presented. It was seconded by Councilmember Cusick, and the motion carried unanimously.

D. PROCLAMATION

None

E. APPROVAL OF MINUTES

1. September 18, 2021, Special Session Draft Minutes was moved by Councilmember Klein, it was seconded by Councilmember Hales, and the motion carried unanimously.
2. September 18, 2021, Special Study Draft Minutes was moved by Councilmember Cusick, it was seconded by Councilmember Hales, and the motion carried unanimously.
3. November 22, 2021, Study Session Draft Minutes – Parks Policy; was moved by Councilmember McMahon, it was seconded by Councilmember Klein, and the motion carried unanimously, with the exception of Councilmember Clay.
4. November 22, 2021, Regular Draft Minutes was moved by Councilmember McMahon, it was seconded by Councilmember Cusick, and the motion carried unanimously, with the exception of Councilmember Clay.

Councilmember Clay stated due to his absence from the November 22, 2021 meetings he has abstained from participating in the vote for these minutes.

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. A'isha Hedges is nominated to the Arts and Letters Commission replacing Cindy Thierry's unexpired term, as a fill-in until January 1, 2024, by Councilmember Aleta Klein, it was seconded by Councilmember McMahon, and the motion carried unanimously.
2. Sophia Allen is nominated to the Arts and Letters Commission replacing Garrie Burr's expired term as a fill-in until January 1, 2024, by Councilmember Aleta Klein, it was seconded by Councilmember Cusick, and the motion carried unanimously.
3. Marcie Dear is nominated to the Arts and Letters Commission replacing Kay Watts expired term as a fill-in until January 1, 2024, by Councilmember Tim Cusick, it was seconded by Councilmember Klein, and the motion carried unanimously.
4. Victoria Gonzalez is nominated for reappointment to the Plan Commission by Councilmember Hales, it was seconded by Councilmember McMahon, and the motion carried unanimously.
5. Margaret Holly is nominated for reappointment to the Plan Commission by Councilmember Hales, it was seconded by Councilmember McMahon, and the motion carried unanimously.

G. SWEARING IN TO BOARDS AND COMMISSIONS

1. Michael Honigfort was sworn into the Board of Adjustments on December 9, 2021, via Zoom.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Tom Sullivan, 751 Syracuse Avenue, U City, MO

Mr. Sullivan stated several weeks ago he contacted the City Manager to inform him about numerous streetlights throughout the City that were not operational. And while some have been fixed, there are several areas still in need of attention:

- Three lights on Ackert Park Walkway;
- One light by the benches at Leland and The Loop North;
- Two lights on the sidewalk that runs through The Loop parking lot;
- Two lights on North Drive;
- One bulb that needs to be replaced at Eastgate Park;
- Six pedestrian lights on Olive, west of Ferguson;
- Eight overhead streetlights on Olive between Pennsylvania and Midland;
- Two streetscape lights on Olive, west of Midland, and
- Twelve streetscape lights between Olive and Hanley.

There is also a pile of branches in the alley behind 638 Kingsland, Metcalf Park on Leland, and a wire hanging down behind 758 Kingsland.

He stated U City Schools did poorly in the State's test scores that came out last week, ranking 24th out of 28 districts in English, language, and arts, and 23rd in mathematics. If left unresolved, Mr. Sullivan surmised that these results, coupled with an unresponsive administration, inequality, higher taxes, and increasing crime, will only lead to a continual loss of population.

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Mayor Crow thanked everyone who submitted written comments and noted that all comments meeting the aforementioned guidelines were provided to Council prior to the meeting.

I. PUBLIC HEARINGS

None

J. CONSENT AGENDA

1. CDBG Funds – Authorize Mayor’s Signature
2. Relocation Assistance (G. Roberts)
3. Golf Course Security Cameras
4. Supplemental Agreement for Construction Services (sidewalks, curbs, ramps, and streets)
5. Trane mechanical repair for Centennial Commons Roof Top
6. Public Safety Replacement Vehicles
7. Midwest Association of Farmers Markets Reimbursement Request of Funds

Councilmember McMahon moved to approve Items 1 through 7 on the Consent Agenda, it was seconded by Councilmember Cusick, and the motion carried unanimously.

Mr. Rose announced his intent is to request a Zoom meeting with the Mayor and Council on Monday, December 20th, to discuss two requests for funding from U City in Bloom and the Markets.

K. CITY MANAGER’S REPORT

1. Evaluation of Pension Fund(Market Comparison)

Mr. Rose stated in an effort to remain competitive, staff is recommending that Council consider conducting a professional evaluation to determine how the City’s Union and Non-Uniform Pension Funds compare with others throughout the region.

Mayor Crow questioned whether this was an evaluation of the plans themselves and not the fund balances? Mr. Rose stated that was correct.

Councilmember McMahon stated the Pension Board has expressed a desire to look at the management of these funds. So, is it possible to dovetail some of their questions into the evaluation? Mr. Rose stated although the original plan was to make sure the City is competitive, the evaluation could be expanded to include some of the issues raised by the Pension Board. Especially, if there is an unsatisfactory determination, which will require a deeper dive to establish the root of the problem, and the cost of making any necessary improvements.

Mayor Crow stated another aspect that has not been reviewed for some time is whether the City should keep the same Pension Plan Managers or look at other options. And this is something he believes should be monitored on a regular basis.

Councilmember Clay questioned whether the fact that it takes a U City employee 10 years to become vested, be an example of what this evaluation will entail from a competitive perspective? Mr. Rose stated that is definitely an element that will be evaluated.

Councilmember Hales posed the following questions to Mr. Rose:

Q. Does staff intend to issue an RFP to obtain the right professional consultant?

A. The answer to this question will depend on what I learn after conducting my initial research into this issue. If there are several firms offering this type of service, an RFP could potentially be issued. But if there are only a limited number of companies there may not be a need to issue one.

Q. Either way, will the results be brought back before Council for consideration?

A. The intent is to discuss staff’s recommendation with the Pension Plan Boards and seek consideration and approval from Council.

Mayor Crow asked what type of action was being requested from Council this evening? Mr. Rose stated he is requesting authorization to coordinate with the Pension Boards in evaluating the competitiveness of the plans as compared to other plans offered by jurisdictions within the region.

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

2. Public Art Display Project requested by Arts and Letters Commission

Mr. Rose stated although the details concerning this item will be presented by the Director of Parks, Recreation, and Forestry, Darren Dunkle, he is recommending approval of the Arts and Letters Commission's Public Art Display Project.

Mr. Dunkle stated the Arts and Letters Commission approached the Parks and Recreation Department regarding their Annual Public Art Display in Heman Park. This request was submitted to the Parks Commission at their last meeting, who unanimously recommended that the project be brought forward to Council.

This is a partnership between the Commission and the students at Washington University where their artwork is displayed around trails within the park. The installation; which is scheduled to occur in April, will be conducted by these entities, as well as the maintenance and removal in May.

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

Mr. Rose stated even though the vast majority of streetlights mentioned by Mr. Sullivan are owned by Ameren, he would ask Mr. Dunkle and Mr. Alpaslan to provide Mr. Sullivan with an update on these projects to ensure that he understands the process and schedules that are currently being implemented by both departments.

L. UNFINISHED BUSINESS

1. **Bill 9449 AMENDED** – AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER JANUARY 2, 2022, AND REPEALING ORDINANCE NO. 7165 EFFECTIVE JANUARY 2, 2022. Bill Number 9449 was read for the second and third time.

Mr. Mulligan stated Ordinance Number 7165 was passed on October 25th; however, the amendments to this Ordinance were not included when Bill Number 9449 was introduced. Therefore, he would suggest that before taking a vote that there be a motion to amend the Bill to include compensational and ordinance amendments made by Ordinance Number 7165, as set out in the Amended Bill and Council's packet. The amendments are as follows:

1. Addition of the Senior Planner's position;
2. Removal of the Fire Marshal's position;
3. Removal of the Assistant Fire Marshal's position to be replaced by the position of Deputy Fire Chief
4. Removal of the Assistant to the City Manager/Director of Human Resource's position to be replaced by the position of Director of Human Resources.

Councilmember Hales moved to approve the amendments, it was seconded by Councilmember McMahon.

Roll Call Vote on the Amendment Was:

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

Nays: None.

Councilmember Klein moved to approve the Bill as amended, it was seconded by Councilmember Hales.

Roll Call Vote on the Bill as Amended Was:

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

Nays: None.

- 5. Bill 9450** – AN ORDINANCE IMPOSING AN ADDITIONAL ONE-FOURTH OF ONE PERCENT SALES TAX ON ALL RETAIL SALES MADE IN THE CITY OF UNIVERSITY CITY, MISSOURI WHICH ARE SUBJECT TO TAXATION PURSUANT TO THE PROVISIONS OF SECTIONS 144.010 TO 144.525 RSMO, FOR THE PURPOSE OF PROVIDING REVENUES FOR THE OPERATION OF THE UNIVERSITY CITY FIRE DEPARTMENT, AND PROVIDING FOR THE SUBMISSION OF A PROPOSITION AUTHORIZING SUCH TAX TO THE QUALIFIED VOTERS AT THE GENERAL MUNICIPAL ELECTION ON APRIL 5, 2022. Bill Number 9450 was read for the second and third time.

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

Councilmember Smotherson asked if the background information contained in Council's packet, which states, "*Funding would be recommended to help offset the 8.5 million Uniform Pension Plan's unfunded liability, and staffing of a third ambulance; when needed,*" meant that the revenue from this sales tax would also be used to purchase or staff the third ambulance? Mr. Rose stated if approved, the funds would primarily go towards addressing the 8.5 million dollars unfunded liability within the Uniform Pension Plan. But it also can be used to offset the cost of outfitting a third ambulance and the expansion of services. The City's aging population has resulted in additional calls for emergency services, and staff believes they are about two to three years away from needing this additional service. However, a study will be conducted and presented to Council prior to any recommendation to move forward with this particular item. Councilmember Smotherson acknowledged that the City Manager's email had mentioned that a Comprehensive Report with call volumes and anticipated revenues would be presented to the Mayor and Council during a Study Session. But at this point, that information won't be received until after Council has voted on Bill 9450. He stated while he is in total agreement with the need to address the Plan's unfunded liability, he believes more information is needed regarding the deficit that was also mentioned in the email. Mr. Rose stated the deficit that has existed for over a decade is the 8.5 million dollars, which means that the additional sales tax is a critical component if Council would like to see this plan funded at 80 percent or greater. However, as it relates to the ambulance and expansion of services, while a Comprehensive Report detailing the need for such services will be presented to Council at a later date that is not the main purpose of his recommendation for the additional one-fourth of one percent sales tax.

Mr. Smotherson questioned whether the City was currently covering the costs related to its ambulance service? Mr. Rose stated that a preliminary review of the existing services indicates there is roughly an annual deficit of \$200,000. But his understanding is that the primary reason Council voted to reinstate EMS was based on a desire to enhance this type of service for its residents.

Mr. Smotherson stated based on the fact that such a request will not be made soon, and it will be necessary to obtain additional information before reaching a conclusion about this matter, he would ask that any language related to the ambulance be removed from Bill 9450.

Councilmember McMahon stated he thinks the language on the ballot does not earmark these funds for any specific purpose other than operation of the Fire Department. So, even if the referendum passes Council will not be required to fund an ambulance or the expansion of any services. This is simply the first step to authorize that this tax is put in place so that funds will be available. And if that is successful, any recommendations for the use of those funds will be brought back to Council for a decision on the merits.

Mr. Rose acknowledged that Councilmember McMahon's summation was absolutely correct.

Councilmember Clay stated while he thinks Councilmember Smotherson made some interesting points, he is supportive of this measure based on the strength of shoring up the Pension Fund. There is no question that more information will be needed prior to making a definitive decision about the expansion of services, but at this point, he believes it is imperative to move forward with augmenting the funding for this plan.

Mr. Rose stated the sole reason for including the third ambulance in this Bill was based on his intent to be totally transparent about what is being considered for the use of these funds.

Councilmember Hales stated the unfunded liability is an issue that has been talked about for years, although no viable solutions were ever presented. In 2007, the former State Auditor listed the City's Uniform Pension Plan as being funded at 106 percent. But by 2012, that percentage had dropped to 80 percent. And every indication seems to suggest that it will not be able to recover on its own any time soon. So, he welcomes the opportunity to address this problem.

He stated, with one exception, U City is the busiest Fire Department in St. Louis County in terms of calls for service. Ladue and Olivette both have one staffed ambulance in service 24/7, for a population of approximately 8,000 people. U City has two ambulances for a population of four times that size. Therefore, he thinks the impending need to expand services is a reasonable and valid conversation for Council to have; especially in light of the large residential and commercial developments that are set to be completed in the not-so-distant future.

Citizen's Comments

Tom Sullivan, 751 Syracuse Avenue, U City, MO

Mr. Sullivan stated since there is a previous sales tax set aside for the Fire Department, and U City's taxes are already high, he thinks initiating a plan to implement another tax increase is a bad idea; especially in light of today's economic climate. The *Wall Street Journal* reported that inflation hit a 40-year high in November. The cost of gasoline has gone up 60 percent, along with the price of groceries, which seem to be increasing daily. So, there is no doubt in his mind that such an increase would have a negative impact on low-income residents and senior citizens, especially since the most recent *Gallop Poll* indicates that almost every family is experiencing some form of financial hardship.

He stated recently, U City achieved the status of being the number one City in the County and the State, for income and equality among its residents, but another sales tax increase will open the door for inequalities to creep in.

Mr. Sullivan stated the big promise of Costco was that it would generate lots of tax dollars for the City. But since so much of the hype has turned out not to be true, his conjecture is that Proposition F; which is being touted as additional support for firefighters, will simply be used to support a badly managed City. Therefore, he would urge Council to postpone this proposal.

For clarity, Councilmember Smotherson asked what, if anything, Council was being asked to approve with respect to the ambulance? Mr. Rose stated Council is not being asked to approve anything regarding the third ambulance, merely to authorize this initiative so that it can be placed on the ballot.

He stated any revenue from this sales tax is governed by statutes that limit its use to fire operations; which includes eligible expenses like the pension plan, equipment, benefits, and salaries. And based on those limitations, Council will have the final say about how these funds should be used.

Roll Call Vote on Bill No. 9450 Was:

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

Nays: None.

M. NEW BUSINESS

Resolutions
Bills

N. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions

Councilmember Smotherson thanked Council for their appointments to the City's Boards and Commissions.

Councilmember Clay reported that during a meeting of the Library Board, Director Patrick Wall mentioned the undercurrent he is beginning to sense within the State regarding the type of books in libraries that talk about culture, the accuracy of U.S. history, and how various communities are portrayed. He stated as some may be aware, this trend seems to be symptomatic of a national undercurrent where some states have actually enacted legislation dictating what type of materials can be housed in their libraries. Nevertheless, while there are rumblings around this type of legislation at the State level, as of yet, nothing has materialized.

Councilmember Clay stated he believes U City is a community interested in a free exchange of ideas and a full accounting of this country's history. And based on that belief, he thinks Council would be disappointed to see anything occur that would mute those interests. Therefore, if and when there is a movement afoot that threatens to impact U City's library system, he asked Mr. Wall if he would make Council aware of those activities since it can advocate at a legislative level.

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

Councilmember Cusick asked Mr. Rose if he could respond to some of the concerns expressed by residents concerning some of the services at Centennial Commons that have been suspended due to the pandemic and issues related to staffing? Mr. Rose stated Mr. Dunkle is in the process of evaluating the pay structure for part-time personnel needed to work in these positions, and he anticipates that this will result in significant adjustments that will be brought before Council in February. That said; he is also aware that the City's competitors will be adjusting their salaries.

He stated there was another comment regarding competing with the private sector, which is something he would not recommend since the City does not have the same ability to adjust salaries based on the price of commodities being sold. So, while there is a need to remain competitive, he also recognizes the need to manage expectations. Because the truth is that even though U City is in the top 25 percentile with respect to salaries, there are still challenges associated with retaining and maintaining some of its full-time positions. Salaries alone will not solve the City's challenges, so there are no guarantees that this increase will lead to a fully staffed Center. And when you couple that with so many other variables impacting a person's willingness to be employed, it can be a tough row to hoe.

Councilmember Cusick stated while he looks forward to Mr. Dunkle's report in February, he would like to make sure the public is aware that staff is addressing this issue, and that it is not being ignored. Mr. Rose stated the upcoming salary adjustments will likely exceed the minimum wage salary recently approved by the State.

Councilmember Hales asked Mr. Rose if he could provide Council with an update on the issues associated with the City's EMS dispatchers in January? Mr. Rose stated he would provide Council with a report.

O. CITIZEN PARTICIPATION (continue if needed)

P. COUNCIL COMMENTS

Q. EXECUTIVE SESSION

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

Councilmember McMahon moved to close the Regular Session and go into a Closed Session, it was seconded by Councilmember Hales.

Roll Call Vote Was:

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

Nays: None.

R. ADJOURNMENT

Mayor Crow thanked everyone in attendance and stated he looks forward to the day when everyone can join Council in Chambers. He then closed the regular City Council meeting at 7:21 p.m. to go into a Closed Session. The Closed Session reconvened in an Open Session at 8:25 p.m. and adjourned at 8:26 p.m.

LaRette Reese,
City Clerk

From: [David Harris](#)
To: [Council Comments Shared](#)
Cc: [Terry Crow](#); [Steve McMahon](#); [Jeff Hales](#); [Stacy Clay](#); [Bwayne Smotherson](#); [Tim Cusick](#); [Aleta Klein](#); [Gregory Rose](#)
Subject: For Council Meeting 12-13-21 - Agenda Item L.2 – Bill 9450 – Sales Tax Increase
Date: Sunday, December 12, 2021 8:36:59 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Comment: I am confused about the need for the sales tax increase, and for how long the sales tax increase may be needed. Therefore, I have some questions that I hope can be answered.

Question: The unfunded pension liability is about \$8.5 million, according to the Special Study Session on September 18, 2021, reported on Page E-2-1 of the Agenda Packet. On that page, Mr. Rose said, “In the short term, this additional revenue [from the quarter-cent sales tax of approximately \$525,000] will be used to pay down the unfunded liability. In the long- term, it will be used to offset the cost of a third ambulance which is projected to go live in 2023.”

Was Mr. Rose misquoted? Isn't it the other way around, short-term for the ambulance and long-term (more than 16 years) for the pension liability? The cost for an ambulance is about \$390,000. See Page E-2-29. Or is it short-term for both, as emphasized on Pages E-2-1 and E-2-2, because “for the unfunded liability [the current property] taxes generate enough to cover the amount needed on an annual basis. It is outlined as a short-term fix because we don't believe this tax will be needed in long term . . . So, in the short term, the Fire Sales Tax will be used to shore up the balance until the property taxes can cover the entire amount.”

Question: If the sales tax increase need is short-term, what is the term, and can the increase have a sunset provision, that is, be made valid for only that short-term period of time?

Question: Would a sales tax increase for a new ambulance be needed if the City was still contracting out ambulance service?

Question: How much is the “slight deficit” referred to on Page E-2-2: “When Council decided to bring its ambulance service back in-house it was about the quality of service and not a numbers game. The understanding was that there would be a slight deficit, which is why [Mr. Rose] has proposed to use the sales tax to purchase a third ambulance because the fees being collected for service are not enough to pay for it.”

Question: How much of the sales tax increase is to cover the “slight deficit?”

Question: About three years ago, the City estimated public safety costs for the Olive-170 Project would be \$9 million, or about \$400,000 per year over the 23 year life of the TIF, and those costs were unfunded. How much of this sales tax increase is needed to cover the anticipated public safety costs for the Olive-170 Project?

Question: How much will the proposed increase make the sales tax in U. City, including the sales tax in extra taxing areas such as the Loop and the Olive-170 Project?

From: [David Harris](#)
To: [Council Comments Shared](#)
Cc: [Terry Crow](#); [Steve McMahon](#); [Jeff Hales](#); [Stacy Clay](#); [Bwayne Smotherson](#); [Tim Cusick](#); [Aleta Klein](#); [Gregory Rose](#)
Subject: For Council Meeting 12-13-21 - Non-Agenda Item - Olive-170 Project and Larry Chapman's November 22, 2021 Presentation - Did You Hear What I Heard?
Date: Sunday, December 12, 2021 8:38:05 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

About the November 22, 2021 Council Meeting presentation by Lawrence R. "Larry" Chapman, Jr., on behalf of Seneca CRE, LLC and Chapman Ventures, L.L.C., regarding the Olive-170 Project, did you hear what I heard?

Time references are to the minutes and seconds of the Council Meeting recording.

(6:55) Focused on generating sales tax companies because that is what the TIF is designed around.

(7:25) A number of traffic-oriented businesses [meaning primarily restaurants – see also St. Louis Business Journal, November 9, 2021, "We're still focusing on other retail users, but right now our plan is to go forward with mostly smaller fast-food restaurants," Chapman said. "There's going to be lots of visitors to Costco, and that's the kind of thing that they will be attracted to."]

(8:00) Have to find some larger retail sales tax users or we won't be able to make our plan work. We just have to do it. Who they are we don't know yet. We have to get this done or else the TIF Notes that were offered will never get completely paid off. That's really what our focus is.

(9:00) Still have property on Mayflower identified as an apartment site. What that will ultimately be we're not sure but that is the most likely use but if we could find another sales tax generator that would be our first choice.

(10:55) The J Building [southwest corner of project] will be a large retailer. We really don't know.

Comment: The uncertainty about businesses other than Costco is troubling. The food-oriented businesses not being in any sort of eclectic food court that might have incorporated some of the displaced restaurants is a disappointment. Removing instead of accommodating existing retailers and restaurants (and residents) makes even less sense now that future retailers are so uncertain

(13:05) What we are doing is taking advantage of Costco going to bring a lot of new people into the community. We want to make sure those people have choices when they get here . . . We have to find more retailers who will bring people here.

Comment: Is there any empirical evidence that shoppers at Costco go to the surrounding businesses? That question was asked several times and never answered. It is not addressed in any of the written analyses of the project.

(13:22) We don't know who they [other retailers] are. We took a giant leap of faith on University City.

(14:40) Part of what we want to do is bring attention to University City so people know it's okay to come

and do business here and know it's okay to plant roots here and grow . . . We have to get everyone of the future tenants and/or owners of these buildings to believe that or they won't come.

Comment: Chapman probably did not mean to do so but "giant leap of faith" and "so people know U. City is okay" sounds insulting. Additionally, I question whether displacing long-term businesses and residents as this project has done supports the narrative that "it's okay to plant roots here and grow."

(12:33) The plan that our predecessor developer was going down was a little bit different in terms of the retail tenant mix. Part of the reason we are here is that they were not financeable in the way it was set up before and so it was a mission impossible kind of task. So what we think we have done is put ourselves in a position to [well] close, we financed it. That's the fundamental difference.

(16:26) Back to March 29. When we financed the project to allow Costco to go forward, that's what Bob [Clark] and I did, we brought the money to the table to allow the Costco transaction to close.

Comment: "Not financeable . . . mission impossible." Who do you trust? Either Jonathan Browne and Novus with the help of PGAV and Stifel misrepresented the economics of the project and further the TIF Commission, City staff, and City Council did not approach the economics with sufficient scrutiny and skepticism, or the new owner is misrepresenting what went on before to make himself look better and explain why "we financed the project . . . we brought the money." Or both.

Starting on March 30, 2021, I emailed City Manager Rose and Mayor Crow to determine if Novus had acquired all the properties as the City's news release and some news reports implied. I received incomplete and unsatisfactory responses. At the time, there should have also been more questions and answers about the financing of the project. I tried to bring the financing questions to the Council's attention, including almost a year earlier when I submitted the following comment on May 9, 2020: "The fact that the Developer is still unable to finance this project is extremely troubling. Developer, with the blessing of the City, or at least of several City Council members, particularly Paulette Carr and Bwayne Smotherson, began this project including acquiring property or option contracts more than three years ago. The project went public more than two years ago with the enthusiastic support of every Council member and the City Manager. The project was approved by the TIF Commission (based on erroneous information) 21 months ago. The Redevelopment Agreement was made public and almost approved 16 months ago. Council approved the Redevelopment Agreement 11 months ago. Despite the proposed amendment to Section 7.7(a), the recent COVID-19 pandemic had nothing to do with the difficulty of obtaining financing. I can only surmise that professional lenders and risk managers deem the project unfeasible or at best marginal similar to the way the alleged benefits to the City became at best marginal. Council needs to discuss publicly and hear explicitly from the Developer, and from the City's paid staff and advisors, why the Developer is not able to finance this project."

David J. Harris
8039 Gannon Avenue
University City, MO 63130

Comment: To the extent there is an attitude about the proposed sales tax increase that much of it might be paid by non-residents and therefore residents should not worry too much about it, I want to remind Council that we hope, plan, and anticipate that we residents shop in U. City and therefore we residents will also be paying the increased tax.

David J. Harris
8039 Gannon Avenue
University City, MO 63130

From: [Ellen Bern](#)
To: [LaRette Reese](#)
Subject: Please read at upcoming council meeting
Date: Thursday, December 9, 2021 8:33:45 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please read during public comments at the Monday, Dec. 13 City Council meeting.

Dear City Council,

I ask that this administration take the steps needed to provide a robust recreation program for all members of our community. This includes returning to full hours at Centennial Commons, providing a variety of programs and classes, and preparing for summer camp and related activities, all with Covid safe protocols. The obstacle in hiring enough staff and appropriately trained and skilled staff lies with our very low salary schedule. This needs to be changed immediately, just as other businesses and governments have been doing for months.

The starting salary at Cent Commons is now \$10.40/hour. A prospective employee could walk a couple of blocks east or west, and start at Schnucks or Walgreens for \$13/hour. They can drive to Walmart and make \$15/hour. Fast food restaurants pay more than we do. Many local restaurants, such as Salt & Smoke, start their lowest paid employees, the dishwashers, at \$15/hour. None of you would make the choice to make significantly less money for similar work, so why do you expect others to do so?

This community needs and deserves a complete recreation program. I expect this administration to make the necessary changes to hire an adequate number of staff at competitive wages so we can attract the best employees for our community. I look forward to seeing improvements very soon.

Respectfully,
Ellen Bern
7001 Washington Ave.

From: [Diane Davenport](#)
To: [Council Comments Shared](#)
Subject: comment for Dec. 13, 2021meeting
Date: Monday, December 13, 2021 7:50:10 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Tp: City Council Mebers, Mayor and City Manager

From: Citizen Diane Davenport
784 Yale 63130

I am reading these comments because Ellen Bern asked me to do this. I totally am in agreement with all that she is saying. Thank you.

I ask that this administration take the steps needed to provide a robust recreation program for all members of our community. This includes returning to full hours at Centennial Commons, providing a variety of programs and classes, and preparing for summer camp and related activities., all with Covid safe protocols. The obstacle in hiring enough staff and appropriately trained and skilled staff lies with our very low salary schedule. This needs to be changed immediately, just as other businesses and governments have chosen doing for months.

The starting salary at Centennial Commons is now \$10.40 an hour. A prospective employee could walk a couple of blocks east or west and start at Schnucks or Walgreens for \$13/hour. They can drive to Walmart and make \$15/hour. Fast food restaurants pay more than we do. Many local restaurants, such as Salt and Smoke, start their lowest paid employees, the dishwashers, at \$15/hour. None of you would make the choice to make significantly less money for similar work, so why do you expect others to do so?

The community needs and deserves a complete recreation program. I expect the administration to make the necessary changes to hire an adequate number of staff at competitive wages so we can attract the best employees for our community. I look forward to seeing improvement very soon.

Respectfully,
Ellen Bern
7001 Washington Ave.

MEETING OF THE CITY COUNCIL
VIA VIDEOCONFERENCE
Monday, December 20, 2021
6:00 p.m.

At the Special Session of the City Council of University City held on Monday, December 20, 2021, via Zoom, Mayor Terry Crow called the meeting to order at 6:00 p.m.

A. ROLL CALL

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

Councilmember Stacy Clay
Councilmember Aleta Klein
Councilmember Steven McMahon
Councilmember Jeffrey Hales
Councilmember Tim Cusick
Councilmember Bwayne Smotherson

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

B. APPROVAL OF AGENDA

Hearing no amendments, Councilmember Hales moved to approve the Agenda as presented. It was seconded by Councilmember Klein, and the motion carried unanimously.

C. 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.*

Mayor Crow thanked everyone who submitted written comments ahead of the meeting. Comments were provided to members of Council prior to the meeting and will be part of the official record.

D. CONSENT AGENDA

1. Midwest Association of Farmers Markets Reimbursement Request of Funds
2. U City in Bloom Funding Request

Mr. Rosed the first item under the Consent Agenda is a request for funds for the Midwest Association of Farmers Markets. The requested funds are from FY21. The funds were not carried forward to the current fiscal year, therefor we are required to present this item to the Mayor and Council for your consideration. We have received the reimbursement expenses that qualify, but not for the entire amount. The recommendation is that you approve the full carry forward amount of \$23,978.79 that will be provided to Farmers Markets as we receive receipts reflecting the need to reimburse.

The second item being proposed is an application form U City in Bloom. The application was presented to the EDRST Board members last week and none objected to advancing it forward for your consideration. The total amount for the projects included in the application is \$50,573.00; and I would recommend this application be approved.

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

Q. Councilmember Clay asked why the funding was being carried over for the Farmers Market?

A. *Mr. Rose state he did not know the reason, but typically funding allocations for a project are usually used that same year. For some reason that did not occur this year and since the person that was managing the project is no longer here; I would prefer not to speculate. This action will enable the recipient to use the funds from last fiscal year if approved by the Mayor and Council.*

Q. Councilmember Clay ask if the reason that Council was being asked to approve the U City in Bloom application was because there was not a quorum at the EDRST meeting?

A. *Mr. Rosed stated that both projects had been concerned and previously approved by the EDRST Board. Although the EDRST Board approved the U City in Bloom project in past, they would like to see those projects before they advance in the future. Staff had an opportunity to meet with several members of the Board and they did not express any concerns. Because they have previously approved the application in the past, Council may act on the item today.*

Voice vote on Councilmember Cusick's motion carried unanimously.

Mayor Crow stated no Closed session was needed and welcomed a motion to adjourn.

Councilmember Hales move to adjourn the regular session, it was seconded by Councilmember Clay and the motion carried unanimously.

E. ADJOURNMENT

Mayor Crow thanked everyone for their participation and wished everyone safe, happy holiday and adjourned the meeting at 6:07 p.m.

LaRette Reese,
City Clerk



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

NUMBER: <i>For City Clerk Use</i>	PH20220110-01
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SUBJECT/TITLE: Liquor License for Greenwood Restaurant LLC - 1000 Sutter Avenue			
REQUESTED BY: Keith Cole		DEPARTMENT / WARD Finance / All	
AGENDA SECTION:	Public Hearing	CAN ITEM BE RESCHEDULED?	No
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: N/A			
FISCAL IMPACT: None			
AMOUNT:	N/A	ACCOUNT No.:	N/A
FROM FUND:	N/A	TO FUND:	N/A
EXPLANATION: Greenwood Restaurant LLC has applied for All Kinds of Intoxicating Liquor, By the Drink, Retail liquor license, including Sunday Liquor License			

STAFF COMMENTS AND BACKGROUND INFORMATION: The Applicant / Managing Officer is Tommy Tucker. A background check / investigation by the Police Department revealed no disqualifying information. Department Approval has been granted from all necessary departments. Recommendations from University City citizens were obtained. Petition from business owners within a radius of 200 feet is included. A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business. A waiver of 2020 property tax assessment from St. Louis County was obtained. The waiver is for Liquor License only. Current voter ID Card for the applicant was provided.

CIP No.	
RELATED ITEMS / ATTACHMENTS: N/A	

LIST CITY COUNCIL GOALS (S): N/A			
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	January 10, 2022



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

NUMBER: <i>For City Clerk Use</i>	CA20220110-01
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SUBJECT/TITLE: 2022 Legislative Platform			
REQUESTED BY: City Manager Gregory Rose		DEPARTMENT / WARD CM's Office / All	
AGENDA SECTION:	Consent Agenda	CAN ITEM BE RESCHEDULED?	yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: A motion to approve the 2022 Legislative Platform as presented.			
FISCAL IMPACT: De minimus. The only foreseeable costs are associated with trips to Jefferson City to testify on bills if needed.			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: This agenda item asked Council to consider the proposed 2022 legislative platform. Approval of this document will provide guidance to our legislative delegation and staff during the 2022 legislative session.			
STAFF COMMENTS AND BACKGROUND INFORMATION: This agenda item asked Council to consider the proposed 2022 legislative platform. Approval of this document will provide guidance to our legislative delegation and staff during the 2022 legislative session.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: Proposed University City 2022 Legislative Platform			
LIST CITY COUNCIL GOALS (5): All.			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	January 10, 2022

City of University City 2022 Legislative Platform

This 2020 Legislative Platform reflects Council's legislative positions and priorities on current or anticipated legislative action at both State and Federal levels. Guided by this legislative platform, staff will take action to influence legislative efforts based on the best interests of the City of University City. Staff will update Council throughout the legislative session while seeking specific feedback on issues of major importance to the City.

2022 State Legislative Platform

I. REVENUE AND FINANCE

- A. The City will oppose legislation that results in the reduction of revenues collected by the City and support legislation that enhances revenue collections.
 - Oppose legislation that reduces shared revenues, State Gas Tax, licensing or franchise fees, or any other source of current revenue for the City.
- B. The City will protect its ability to collect and use property, and sales taxes in order to properly manage the operations of the City and to manage growth.

II. GOVERNANCE

- A. The City will oppose legislation that reduces the City's local authority and support legislation that strengthens or increases local control.
 - Oppose legislation that creates unfunded mandates and burdensome regulations.
 - Oppose legislation that imposes personal liability on Council members for actions taken as part of their official duty; and oppose legislation that increases City liability or requires the City to take on additional indemnity.
 - **Oppose legislation that consolidates governments, and/or services without a vote of those residents impacted or a vote that is diluted.**

III. QUALITY SERVICES

- A. The City will support legislation that enhances or incentivizes economic development within the City and oppose legislation that weakens economic development tools.
- Support legislation that provides alternative financing tools in order to bring economic investments to the City.
 - Support legislation that leverages tax laws in order to bring economic investments to the City.
- B. The City will support legislation that enhances public safety and protection from criminal activity, and oppose any legislation that needlessly reduces public safety or compromises the City's ability to provide public safety and to protect property utilizing its own local authority.
- C. The City will support efforts to increase the ability to provide additional quality parks, recreation and library services and oppose efforts to limit the ability to fund community services.
- Support legislation that allows additional options to participate in cost sharing and to finance municipal recreational infrastructure.
 - Support all aspects of Community Development Block Grants (CDBG).
- D. The City will support legislation that advances responsive and high quality health and human service practices and delivery to people living in and around University City, and oppose legislation that negatively impacts these services.
- Support legislation that brings additional services and cost effective resources to our senior, veteran, and disabled population.
 - Support legislation that increases health care access to the City's residents.

IV. INFRASTRUCTURE

- A. The City will support legislation that advances the planning, design, maintenance, and completion of transportation infrastructure and oppose legislation that will hinder completion of transportation infrastructure.
- Support legislation that creates additional funding options or revenue sources for transportation infrastructure including private-public partnerships and new revenue streams.

- Support legislation that reduces or repeals unnecessary or redundant regulatory requirements.

B. The City will support legislation that enhances the City’s ability to provide or oversee safe and affordable utility services while protecting the health, safety, and public welfare of the people within the City, and oppose any legislation that needlessly reduces the safety and affordability of utilities or compromises the City’s oversight authority.

V. 2020 FEDERAL LEGISLATIVE PLATFORM

A. The City will seek federal funding for transportation infrastructure, **and storm water management projects.**

B. The City will advocate for continued federal support of the transportation infrastructure grant programs.

C. The City will advocate with the Federal Environmental Protection Agency on issues negatively impacting the environment.

D. The City will advocate for Federal funding of COPS, and SAFER Grants.

VI. STAFF REQUESTED LEGISLATIVE ACTIVITY

Activity	Requesting Department
Support legislation that improves health, wellness, literacy and information access.	City Manager’s Office
Support legislation that enhances the efficiency and effectiveness of law enforcement, while protecting taxpayers and maintaining local authority. <ul style="list-style-type: none"> • Prioritize resources to combat Violent Crime • Federal Sentencing Reform and Reducing Unnecessary Incarceration 	Police
Actively pursue funding for storm water management projects.	City Manager’s Office/Public Works
Support legislation that promotes workforce housing and provides additional resources for homeowner housing improvement programs.	City Manager’s Office



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

NUMBER: <i>For City Clerk Use</i>	CA20220110-02
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SUBJECT/TITLE: Approval of Truck Beds (3 ea.) Replacement			
REQUESTED BY: Sinan Alpaslan		DEPARTMENT / WARD Public Works/All Wards	
AGENDA SECTION:	Consent Agenda	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Approval to authorize work order to Crown Beds for the replacement of the dump beds of Trucks #102, #142 and #143.			
FISCAL IMPACT: This expenditure is funded from the Capital Improvement Program and incorporated as part of the item "Two Dump Trucks Replacement - PWST22/23-07".			
AMOUNT:	\$35,550.00	ACCOUNT No.:	12-40-90_8200
FROM FUND:	Capital Improvement Sales Tax Fund	TO FUND:	
EXPLANATION: Crown Beds proposal to remove and replace rusted-through dump beds from the Trucks #102, #142 and #143 includes painting of the new beds and an installation of a new tarp assembly on each bed. Staff checked with several other vendors in the region and statewide and didn't receive any interest from other vendors to perform this type of work at this time and evaluated this proposal as the lowest responsible bid.			
STAFF COMMENTS AND BACKGROUND INFORMATION: Trucks #102, #142, and #143 are units that are 15-years old and exhibit very rusted conditions overall. As a frequently moving part on a dump truck, the dump bed is a component that gets most exposed to environment and heavy-duty and abrasive working conditions such as asphalt, granular materials (sand, gravel, coarse rock), leaves, as well as carries critical loads such as salt spreader hoppers for snow-ice control operations. The proposed repair item will increase the reliability of these units and help avoid higher overall unit replacement costs.			
CIP No.	PWST22/23-07		
RELATED ITEMS / ATTACHMENTS: Quote from Crown Beds, Inc.			
LIST CITY COUNCIL GOALS (S): Maintain departmental vehicle fleet in good operating condition and implement a portion of the Two Dump Truck Replacement project as authorized under the Capital Improvement Program.			
RESPECTFULLY SUBMITTED:	Gregory Rose, City Manager	MEETING DATE:	January 10, 2022

**CROWN BEDS INC
6468 US HWY 63
WEST PLAINS MO 65775
417-257-7144 417-255-2628-FAX**

PROPOSAL

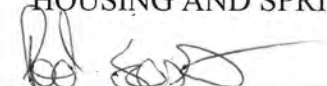
THIS IS A PROPOSAL FROM CROWN BEDS INC, SELLER,
FOR TOM BRUSHWOOD AT UNIVERSITY CITY, BUYER.
SELLER AGREES TO FURNISH TO BUYER A DUMP BED WITH THE
FOLLOWING SPECIFICATIONS:

- (1) 10' "GRAVEL STAR" DUMP BED
- BOX BEAM UNDERSTRUCTURE
- CROSSMEMBERS ON 12" CENTERS
- GUSSETS ON EVERY CROSSMEMBER
- 3/16" STEEL FLOOR
- 45 DEGREE GUSSETS FLOOR TO SIDES
- SIDES ARE 24" HIGH MADE OF 10 GAUGE STEEL
WITH HORIZONTAL BRACING
- 33" TALL TAILGATE OF 10 GAUGE STEEL,
REINFORCED AND DOUBLE ACTING
- CAB PROTECTOR
- NO ASPHALT APRON
- REAR HINGE
- MANUAL OPERATED TAILGATE
- TAIL, TURN, BRAKE, AND STROBE LIGHTS IN
REAR CORNER POSTS
- BACK -UP ALARM
- TARP RAIL, (4) SHOVEL HOLDERS, AND STEPS
- MUDFLAPS FRONT AND REAR
- SAFTY BODY PROP
- PAINTED: CUSTOMER CHOICE OF COLOR
- PRICE.....\$10,400.00

PRICE INCLUDES INSTALLTION OF BODY ON EXISTING HOIST.
PICK-UP AND DELIVERY TO UNIVERSITY CITY INCLUDED
NO PTO, PUMP, CONTROLS, OR HOIST

OPTIONS:

- DONOVAN SR2000 PULL TYPE TARP SYSTEM WITH ENCLOSED
HOUSING AND SPRING RETURN.....\$1,450.00



SELLER

BUYER

DECEMBER 13, 2021 DATE _____ DATE _____
PRICE QUOTE GOOD FOR 30 DAYS

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



NUMBER: <i>For City Clerk Use</i>	CA20220110-03
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SUBJECT/TITLE: Kempland Bridge Surface Transportation Program (STP) Application			
REQUESTED BY: Sinan Alpaslan		DEPARTMENT / WARD Public Works/Ward 3	
AGENDA SECTION:	Consent Agenda	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Approval for submitting grant program application and incorporating the Kempland Bridge Replacement project into University City's Capital Improvement Program for the respective grant implementation fiscal years (FY23 through FY25).			
FISCAL IMPACT: Project was not budgeted and the current grant application round is now open until February 10. If University City gets the grant, 80% of the eligible expenses will be borne by Federal-aid dollars.			
AMOUNT:	\$360,000.00	ACCOUNT No.:	12-40-90-8040
FROM FUND:	Capital Improvements Sales Tax Fund	TO FUND:	
EXPLANATION: Kempland Bridge replacement project is intended to provide a new replacement structure to proactively maintain an aging asset. The structure provides a critical transportation connection across the River des Peres channel and carries vehicular/pedestrian, as well as bus transit routes.			
STAFF COMMENTS AND BACKGROUND INFORMATION: A replacement Kempland Bridge structure (originally built in 1988) will be beneficial in that the existing structure consists of steel girders and it is tall and not readily accessible so its maintenance is costly. This is a critical structure for the community that provides a connection in the most northwestern residential sector of Ward 3 and, with a well-planned action, the project can be delivered economically and responsibly for its intended benefits. Please see the attachment for additional justification.			
CIP No.	N/A		
RELATED ITEMS / ATTACHMENTS: Memo for job justification			
LIST CITY COUNCIL GOALS (S): Maintain infrastructure and buildings to acceptable levels of service.			
RESPECTFULLY SUBMITTED:	Gregory Rose, City Manager	MEETING DATE:	January 10, 2022

From: [Sinan Alpaslan](#)
To: [Gregory Rose](#)
Subject: Grant application for Kempland Bridge replacement
Date: Thursday, December 9, 2021 3:59:08 PM

Mr. Rose – this is in regards to an application to East West Gateway for a surface transportation program project. The application term is open and they are due on February 10.

After the last year’s application and its consequent approval for Pershing Ave. Resurfacing, we only had short sections of Etzel Ave. and Kingsland Ave. remaining for a repaving project. However, an upcoming bridge infrastructure need is in competition with that as follows:

Kempland Bridge is now classified as functionally deficient (no need to reduce use on it or additional precautions at this time) and its sufficiency rating is 67.8%. This is a tall steel girder structure with a longer span, which, when old and deficient, is very expensive to maintain. Its estimated cost for replacement is \$450K per 2019 dollars. If we go for a grant, 80% of such funding will be borne by the Federal-aid program in the Federal fiscal years 2023 through 2026.

I would recommend the bridge project as it is at a competitively priced level at this point before further deterioration and the agency doesn’t distinguish between bridge and repaving projects as they used to do. If we can get approved for the bridge replacement this time around, then we can put the repaving jobs back in the next time since they are shorter sections and even a price escalation would not have a large impact for those jobs. All the above-listed options for a grant application are located in University City Ward 3.

Please let me know if you require any additional information in this matter.

Respectfully,



Sinan Alpaslan, P.E.
Director of Public Works
City of University City
6801 Delmar Boulevard
University City, MO 63130
P: 314.505.8572 | www.ucitymo.org

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

NUMBER: <i>For City Clerk Use</i>	CA20220110-04
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SUBJECT/TITLE: Approval of Geotechnical Services Proposal for the Annex and Trinity Building Project			
REQUESTED BY: Sinan Alpaslan		DEPARTMENT / WARD Public Works/Ward 2	
AGENDA SECTION:	Consent Agenda	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Approval to enter into contract with Consultant (Geotechnology, LLC) for geotechnical investigation, testing, analysis and design data production services.			
FISCAL IMPACT: This expenditure is funded from the account (15-30-90_8275.01) established per the previous funding approval of City Council for the Annex and Trinity Building Renovations project and incorporated as part of that project.			
AMOUNT:	\$47,220.00	ACCOUNT No.:	15-30-90_8275.01
FROM FUND:	Public Safety Sales Tax Fund	TO FUND:	
EXPLANATION: Geotechnology contract is proposed to be funded from the project allocation under the public safety sales tax fund to provide geotechnical exploration, test pit exploration, reinforced concrete evaluation and, if needed, a seismic shear wave velocity survey. The cost of this work is estimated at \$47,220.00 on time and materials (T&M) basis.			
STAFF COMMENTS AND BACKGROUND INFORMATION: Geotechnology's services under this proposal aim to evaluate the subsurface and soil conditions in and around the project site to determine design data to help with the design of any foundation reinforcing, pavement and slabs and other structural building components either to be reused or modified/added to the existing structure. The proposal with Geotechnology provides for an estimated T&M compensation of \$47,220.00 and scheduled to begin shortly after the approval of this expenditure and complete in approximately one month.			
CIP No.	PD22-01		
RELATED ITEMS / ATTACHMENTS: Draft Fee Proposal from Geotechnology, LLC.			
LIST CITY COUNCIL GOALS (S): Comply with the work plan and implement the Annex and Trinity Building Renovations project as authorized under the Capital Improvement Program.			
RESPECTFULLY SUBMITTED:	Gregory Rose, City Manager	MEETING DATE:	January 10, 2022



Via email: bsmith@ucitymo.org

November 24, 2021

Ms. Brooke Smith, JD, MP
City of University City
6801 Delmar Boulevard
University City, Missouri 63130

Re: Proposal for Geotechnical Exploration
Annex + Trinity Building
University City, Missouri
Geotechnology Proposal No. P040071.01

Dear Ms. Smith:

Geotechnology is pleased to submit this proposal to perform a geotechnical exploration for the referenced project. We have prepared this proposal based on our review of the October 27, 2021 emailed request for proposal (RFP) from Ms. Amanda Truemper of Trivers Associates, and requested geotechnical scope items from KPFF Consulting Engineers.

1.0 PROJECT INFORMATION

The project consists of the design and construction of modifications to the existing University City Annex and Trinity buildings to provide renovations and permanent space for the police department. Structural modifications to the Annex building will include seismic retrofit, including potentially enlarging footings, installing micropile elements, and/or reinforcing foundation walls. Rooftop HVAC units are also planned for the Annex building. A one-story structure with a retaining wall is planned on the southeast side of the Annex building. Structural loads were not available for this proposal. We have assumed wall and column loads of 8 kips per lineal feet and 500 kips, respectively. We understand new partitions walls and general remodeling is planned for the Trinity building. New pavements are planned as part of this project.

The Annex building is located north of the multi-story City Hall building and connector building. It is a two-story building with a basement and partial sub-basement tunnel.

2.0 REQUESTED EXPLORATION

The requested scope of exploration services includes conventional geotechnical borings, an alternate for shear wave velocity measurements for seismic site class, exploratory test pits, and exposing reinforcing steel in existing foundation walls, concrete beams, and roof. Geotechnical laboratory testing, analysis, and reporting are also included in the scope of services.



Geotechnology can subcontract an excavating company to perform test pits, including patching pavement and concrete slab. We can also subcontract a roofing company to perform repairs to the roof, as these services are not provided in-house.

3.0 SCOPE OF SERVICES

The purpose of our services is to explore the subsurface conditions and provide geotechnical recommendations, and to explore reinforcing steel and footing sizes for the design and construction of the project. Geotechnology proposes the following scope of services for the geotechnical exploration.

3.1 Soil Borings

- Four exterior soil borings will be drilled near the locations identified in the RFP. Borings will be drilled to an approximate depth of 40 feet or terminated at auger refusal, whichever is shallower. A maximum of 160 lineal feet of auger drilling is included. Soil samples will be collected at 2.5-foot centers in the upper 10 feet and 5-foot centers thereafter. Soil samples will be collected using standard penetration test (SPT) and Shelby tube sampling methods. Borings will be located in the field by Geotechnology and referencing site features.
- In addition to the exterior soil borings, two interior borings will be drilled using hand auger equipment. The hand auger borings will be drilled to a depth of 10 feet or shallower refusal. Representative grab samples will be collected during drilling. The concrete slab will be cored prior to drilling and patched using sack mix concrete upon completion. We vacuum concrete coring water and sweep up the area upon completion. Mopping and any supplemental clean-up is not included.
- Upon completion of the drilling activities, the borings will be backfilled with cuttings. In the existing pavement areas, the surface will be cold patched. Drill rig access to boring locations in unpaved areas could leave wheel marks in the grass or soil. Our scope does not include restoration of wheel ruts or other disturbance caused by the drill rig.

3.2 Test pits

- As requested, test pits will be excavated at two exterior locations and one interior location. Geotechnology will contract with an excavating contractor, McFry Excavating, who will demolish asphalt pavement and the concrete slab, excavate and backfill pits, and patch the surface.
- Exterior test pits will be excavated using a backhoe or excavator. We propose to excavate the interior test pit using vacuum excavation techniques, accessed through the basement window near the northwest building corner.
- Test pits will be backfilled with spoils, and the surface patched by our subcontractor, McFry Excavating.



3.3 Reinforced Concrete Evaluation

- Selective concrete cover removal is requested at a total of nine locations. Three locations are requested for the foundation walls near each of the test pit locations. Five locations are requested on the bottom side of the roof and roof level beams, including a drilled hole through the roof. One location is requested for concrete cover removal on the roof. Exploration at locations on the roof is offered as an optional service because patching of the roof membrane is required. Geotechnology can subcontract with a roofing contractor, Kirberg Companies, to provide patching work. The cost for a roofing contractor is provided.
- Scanning of the structural components using GPR (ground penetrating radar) equipment will be performed at each location prior to removal of concrete cover. Concrete cover removal will be performed using a chipping hammer. Clean-up will include sweeping concrete debris. Upon completion of the removal activities, the concrete will be patched.

3.4 Utilities

- Public utilities will be notified via the Missouri One-Call system (i.e., DIGRITE). Geotechnology will provide subsurface utility surveying services to assist in locating underground private utilities in the vicinity of proposed boring and test pit locations. Interpreted utilities will be documented on field sketches and designated on site using spray paint and pin flags. Limitations and exclusions that apply to our private utility services are attached.

3.5 Engineering and Laboratory Testing

- An engineer or geologist from Geotechnology will accompany the field crew and provide direction during the exploration, prepare logs of the material encountered, and transport samples to our laboratory for testing.
- Laboratory tests will be performed on selected soil samples to assess engineering and index properties. Laboratory tests are expected to include natural moisture content, Atterberg limits, dry unit weights, triaxial compression, and one-dimensional consolidation tests.
- Geotechnology will summarize the results of the subsurface exploration in a report. The report will include the following:
 - A description of the subsurface conditions at the boring locations
 - Considerations for site excavation and placement of fill, including an evaluation of the suitability for reuse of the on-site soils
 - Shallow foundation (i.e., footing) recommendations including anticipated settlement due to increased structural loading
 - Lateral earth pressure recommendations
 - Floor slab recommendations, including the effects of expansive soil, if encountered
 - Pavement subgrade and section thickness considerations
 - Discussion of seismic site class and liquefaction potential

Seismic soil profile coefficients will be obtained using the general procedure outlined in the 2018 International Building Code; site specific response analysis is not planned.



Our scope of services does not include any environmental assessment, investigation, or study for the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air, on or below or around the site.

A copy of "Important Information about This Geotechnical Engineering Proposal" that is published by the Geoprofessional Business Association (GBA) is enclosed for your review.

3.6 Optional Seismic Shear Wave Survey

If a seismic site class C or better is not available based on boring data, Geotechnology can perform seismic shear wave velocity measurements as an optional service using Multichannel Analysis of Surface Waves (MASW) surveying. MASW is a surface geophysical method for calculating a shear wave velocity (v_s) profile. For this project we will calculate a shear wave velocity profile to a depth of approximately 100 feet. This profile will then be used to evaluate seismic site class. Authorization of the optional shear wave survey should be indicated in the Optional Services Section at the end of the proposal.

4.0 SCHEDULE AND FEE

Coordination of boring locations and utility notification as required by law will take two days to complete. Private utility scanning services will take an additional day. Drilling will take two days, weather permitting, and laboratory testing will be completed approximately one week after completion of drilling field work. Test pits are expected to take three to four days, which would be concurrent with scanning and concrete cover removal work.

Our report will be submitted within two to three weeks following completion of the fieldwork. Our findings and recommendations can be provided throughout the course of the project as test results and analyses are completed. Our fee is presented in Table 1.



Table 1. Summary of estimated fees.

Service	Fee
Geotechnical Exploration. Including private utility scanning, 160 lineal feet of drilling and sampling, 20 lineal feet of interior hand auger borings, logging, laboratory testing, engineering analysis, and preparing a report.	\$17,300.00, lump sum
Test Pit Exploration. Including subcontracting McFry Excavating for equipment and operator, logging, floor slab demo, structure scan and concrete cover removal in exterior test pits, and asphalt pavement and concrete slab patch.	\$18,900.00, estimate*
Reinforced Concrete Evaluation. Selective concrete cover removal for exposed concrete members, including scanning, concrete removal, concrete patching, and roof penetrations, if patching is authorized.	\$6,500.00, lump sum
Roofing Penetration Patching. Patching work performed by Kirberg Companies.	\$1,320.00**
Seismic Shear Wave Velocity Survey.	\$3,200.00, lump sum
Subtotal (T&M estimate)	\$47,220.00

* Including \$12,000.00 T&M estimate from McFry Excavating plus 10% markup.

** Based on \$1,200.00 T&M estimate from Kirberg Companies plus 10% markup.

This proposal and fee estimate have been prepared using Geotechnology’s standard fee schedule. Geotechnology reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by the Client or the Owner to conform with any local, state, or federal wage act requirements, including, but not limited to, the Davis-Bacon Act, as Amended, the McNamara-O’Hara Service Contract Act, etc., the required use of union labor, or for any required safety, security, vehicle, drug and alcohol testing, or for any third party payment fees, or for other requirements not specified in the Client’s request for proposal or not defined in the scope of services.

5.0 ACCEPTANCE

Our services will be performed in accordance with the attached Terms for Geotechnology’s Services (Terms). If this proposal, including the contractual terms, is acceptable, please sign in the space provided on the following Terms and return one executed copy of the Terms and this proposal to our office as your authorization for us to proceed. Please indicate which services are authorized in the space provided at the end of this proposal.

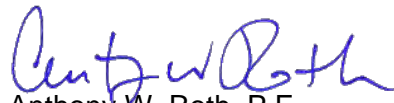


* * * * *

We appreciate the opportunity to submit this proposal for the referenced project and look forward to hearing from you soon. If you have any questions or comments concerning this proposal, or if we may be of any other service to you, please do not hesitate to contact us.

Very truly yours,

GEOTECHNOLOGY, LLC


 Anthony W. Roth, P.E.
 Senior Project Manager


 Frank Callanan, P.E., D.GE
 Vice President, Professional Services

AWR/FC:awr/jlf

Enclosures: Limitations and Exclusions to Geotechnology’s Utility Locating Services
 GBA’s Important Information about This Geotechnical Engineering Proposal
 Terms for Geotechnology’s Services

Authorization for Services

The following services are authorized as described herein:

Service	Authorized
Geotechnical Exploration.	YES / NO
Test Pit Exploration.	YES / NO
Reinforced Concrete Evaluation.	YES / NO
Roofing Penetrations and Patch.	YES / NO
MASW Seismic Shear Wave Velocity Survey.*	YES / NO

*Shear wave velocity survey services can be authorized after completion of the field work.

 Signature Date



LIMITATIONS AND EXCLUSIONS TO GEOTECHNOLOGY'S UTILITY LOCATING SERVICES

The following limitations and exclusions apply to Geotechnology's utility locating services:

- Geotechnology will perform the utility locating services in accordance with generally accepted engineering and geophysical principals and standard of care.
- The possibility exists that abandoned, forgotten, non-tonable utilities or utilities without a tracer wire, utilities buried excessively deep beyond detection limits of standard geophysical survey methods, or undocumented utilities, could be missed using standard utility locating services described above. Non-tonable utilities sometimes include fiber optic cables (without tracer wires), plastic pipe, or clay pipe. No geophysical method will eliminate the uncertainty as to the presence of underground utilities. Such certainty is only attained through vacuum excavation at the specific location of interest.
- The geophysical methods are non-intrusive, indirect, methods based on readings that are potentially affected by a variety of natural or man-made conditions. For instance, surrounding metallic objects may interfere with the EM31 and conductive soils such as clay can reduce the effective penetration of the GPR and, therefore, limit our ability to use these instruments for locating underground utilities. The potential for detecting the presence or absence of subsurface features is based on the quality of the recorded data as limited by site conditions, and on the interpretation of the data received. Hence, there will always be the potential of not observing a subsurface object or interpreting the presence of a subsurface object where one does not exist.

Some of the more effective utility locating tools, such as the RD-4000 radio frequency utility locator and MAC51B magnetometer/pipeline locator, often work best when a transmitter is used to directly or indirectly (through induction) initiate a signal through the utility at a known location. Therefore, lack of background utility information at a site could limit our ability to detect some of the utilities.

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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TERMS FOR GEOTECHNOLOGY'S SERVICES

1 - THE AGREEMENT

- a. This AGREEMENT is made by and between: **Geotechnology, LLC**, hereinafter referred to as GEOTECHNOLOGY, and **City of University City** hereinafter referred to as CLIENT.
- b. The AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL identified as Proposal No. **P040071.01**, dated November 24, 2021 and any exhibits or attachments noted in the PROPOSAL. In the event of a conflict between the TERMS and the PROPOSAL, the provisions of the TERMS shall govern unless the PROPOSAL specifically indicates that it is to govern. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.
- c. This proposal is valid for 90 days from November 24, 2021.
- d. The technical pricing information contained in this PROPOSAL submitted by GEOTECHNOLOGY is to be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of GEOTECHNOLOGY.
- e. It is intended by the parties to this AGREEMENT that GEOTECHNOLOGY'S services in connection with the project shall not subject GEOTECHNOLOGY'S individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against GEOTECHNOLOGY, a Missouri corporation, and CLIENT expressly waives CLIENT'S rights against any of GEOTECHNOLOGY'S employees, officers or directors.

2 - STANDARD OF CARE

- a. CLIENT recognizes that conditions may vary from those observed at locations where borings, surveys, observations, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GEOTECHNOLOGY will be based solely on information available to GEOTECHNOLOGY. GEOTECHNOLOGY is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- b. GEOTECHNOLOGY offers different levels of services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive services yield more information and reduce the probability of error, but at increased cost. CLIENT has reviewed the scope of services and has determined that it does not need or want a greater level of service than that being provided.
- c. The standard of care for all professional engineering and related services performed under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. GEOTECHNOLOGY makes no warranties, express or implied, under this AGREEMENT or otherwise, in connection with any services performed or furnished by GEOTECHNOLOGY.

3 - SITE ACCESS AND SITE CONDITIONS

- a. CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for GEOTECHNOLOGY to perform the services set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNOLOGY free access to the site. GEOTECHNOLOGY will take reasonable precautions to reduce damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.
- b. Unless indicated otherwise in the PROPOSAL, CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOTECHNOLOGY will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against GEOTECHNOLOGY arising from damage done to subterranean structures and utilities not identified or accurately located.

4 - CHANGED CONDITIONS

- a. If, during the course of performance of this AGREEMENT, conditions or circumstances are discovered which were not contemplated by GEOTECHNOLOGY at the commencement of this AGREEMENT, GEOTECHNOLOGY shall notify CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and GEOTECHNOLOGY shall renegotiate, in good faith, the terms and conditions of this AGREEMENT.

5 - SAMPLES AND CUTTINGS

- a. GEOTECHNOLOGY will dispose of soil and rock samples ninety (90) days after submittal of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIENT'S prior written request.
- b. Cuttings, rinse water, well development and other wastes will be left on site and are CLIENT'S responsibility to dispose unless specifically addressed in the PROPOSAL.
- c. CLIENT shall take custody of all monitoring wells, probe holes and borings installed by GEOTECHNOLOGY and shall take any and all necessary steps for the proper maintenance, repair or closure for such wells, probes, or borings at CLIENT'S expense.

6 - OBSERVATION

- a. CLIENT recognizes that unanticipated or changed conditions may be encountered during construction and, principally for this reason, CLIENT shall retain GEOTECHNOLOGY to observe construction when GEOTECHNOLOGY has provided engineering services. CLIENT understands that construction observation is conducted to reduce – not eliminate – the risk of problems arising during construction and that provision of the service does not create a warranty or guarantee of any type. In all cases, contractors shall retain responsibility for the quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based. Should GEOTECHNOLOGY for any reason not provide construction observation during the implementation of GEOTECHNOLOGY's plans, specifications, and recommendations, or should CLIENT restrict GEOTECHNOLOGY's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against GEOTECHNOLOGY, and indemnify, defend, and hold GEOTECHNOLOGY and its affiliated companies harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by GEOTECHNOLOGY.
- b. If GEOTECHNOLOGY is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the PROPOSAL, then this paragraph applies. For the specified assignment, GEOTECHNOLOGY will report observations and professional opinions to CLIENT. No action of GEOTECHNOLOGY's site representative can be construed as altering any AGREEMENT between CLIENT and others. GEOTECHNOLOGY will report to CLIENT observed conditions related to services for which GEOTECHNOLOGY has been retained to perform which, in GEOTECHNOLOGY's professional opinion, do not conform with plans and specifications. GEOTECHNOLOGY has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, GEOTECHNOLOGY's presence on site does not in any way guarantee the completion or quality of the work of any party retained by CLIENT to provide field or construction-related services.
- c. GEOTECHNOLOGY shall not be required to sign any document, no matter by whom requested, that would result in GEOTECHNOLOGY having to certify, guarantee, or warrant the existence of conditions whose existence GEOTECHNOLOGY cannot ascertain. CLIENT agrees not to make resolution of any dispute with GEOTECHNOLOGY or payment of any amount due to GEOTECHNOLOGY in any way contingent upon GEOTECHNOLOGY signing any such document.
- d. The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either express or implied. The definition and legal effect of any and all certifications shall be limited as stated herein.
- e. GEOTECHNOLOGY will strive to perform its construction materials testing services under this AGREEMENT in accordance with generally accepted testing procedures unless other procedures are specifically referenced in the text of the Project plans and/or specifications.
- f. GEOTECHNOLOGY will provide materials testing for samples specified by CLIENT or at a frequency specified by CLIENT and/or will collect samples for materials testing or conduct materials testing when contacted by the CLIENT. GEOTECHNOLOGY will provide foundation testing and/or television camera inspections on drilled shafts or piles constructed by and at a frequency specified by CLIENT. Engineering evaluation of the suitability of the number or types of samples is not provided by GEOTECHNOLOGY.
- g. Construction materials tests performed by GEOTECHNOLOGY on site are taken intermittently and indicate the general acceptability of materials on a statistical basis. GEOTECHNOLOGY'S tests and observation of materials are not a guarantee of the quality of other parties' work and do not relieve other parties from the responsibility to perform their work in accordance with applicable plans, specifications and requirements.

7 - JOBSITE

- a. Unless specifically set forth in the PROPOSAL, GEOTECHNOLOGY will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any other person or entity, or safety precautions and programs incident thereto. GEOTECHNOLOGY shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of GEOTECHNOLOGY or its employees or its subcontractors on a site shall imply that GEOTECHNOLOGY controls the operations of others, nor shall this be construed to be acceptance by GEOTECHNOLOGY of any responsibility for jobsite safety.
- b. Unless indicated otherwise in the PROPOSAL, GEOTECHNOLOGY'S services under this AGREEMENT are limited to geotechnical engineering, geophysical surveying, drilling, construction materials testing or deep foundation testing and GEOTECHNOLOGY shall have no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials.
- c. CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed GEOTECHNOLOGY of CLIENT's findings relative to the possible presence of such materials.
- d. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNOLOGY and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNOLOGY and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for GEOTECHNOLOGY to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNOLOGY for measures taken to protect health and safety and/or any equipment decontamination or other costs incidental to the discovery of unanticipated hazardous materials.
- e. GEOTECHNOLOGY agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNOLOGY and its affiliated companies harmless for any and all consequences of disclosures made by GEOTECHNOLOGY, which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- f. CLIENT will be responsible for ultimate disposal of any samples secured by GEOTECHNOLOGY, which are found to be contaminated.

8 - BILLING AND PAYMENT

- a. CLIENT will pay GEOTECHNOLOGY in accordance with the procedures indicated in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by GEOTECHNOLOGY, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNOLOGY in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The absence of written notification described above, shall constitute an unqualified acceptance of the invoice amount due and payable, and waiver by CLIENT of all claims with respect thereto.
- b. CLIENT recognizes that late payment of invoices results in extra expenses for GEOTECHNOLOGY. GEOTECHNOLOGY retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of GEOTECHNOLOGY'S invoices are not paid when due, GEOTECHNOLOGY reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this AGREEMENT until all past due amounts have been paid in full.
- c. If test results that indicate failure of a material to meet the intended specification require retesting of the material after additional work by parties responsible for that material, the cost of retesting will be invoiced to the CLIENT.
- d. GEOTECHNOLOGY may elect to adjust its rates under this AGREEMENT to account for changes in overhead rates and salary adjustments no sooner than one year from the date of this AGREEMENT, and no more often than once per year at the end of each subsequent year.

9 - TERMINATION

- a. This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. Both parties shall have the opportunity to initiate a mutually agreeable remedy for failure of performance within fifteen (15) days after notice of termination. In the event of termination, GEOTECHNOLOGY will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of cleanup, demobilization, completing analyses, records, and reports necessary to document job status at the time of termination.

10 - ALLOCATION OF RISK

10.1 LIMITATION OF LIABILITY

- a. GEOTECHNOLOGY and CLIENT have evaluated the risks and rewards associated with this project, including GEOTECHNOLOGY'S fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of GEOTECHNOLOGY to CLIENT and third parties granted reliance is limited to the greater of \$50,000 or GEOTECHNOLOGY'S fee, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of GEOTECHNOLOGY'S services or this agreement regardless of cause or causes. Such causes include, but are not limited to, GEOTECHNOLOGY'S negligence, errors, omissions, strict liability, statutory liability, negligent misrepresentation, breach of contract, breach of warranty, or other acts giving rise to liability based on contract, tort or statute. If CLIENT prefers to have higher limits of liability coverage, GEOTECHNOLOGY agrees, upon receipt of CLIENT'S written request at the time of accepting our PROPOSAL, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of our total fee or \$1,000.00, whichever is greater.
- b. Neither party shall have any liability to the other party for loss of product, loss of profit, loss of use, or any other indirect, incidental, special or consequential damages incurred by the other party.

10.2 INDEMNIFICATION

- a. Subject to the provisions of the Limitation of Liability described in 10.1a. above, CLIENT and GEOTECHNOLOGY each agree to indemnify and hold harmless the other party and the other party's affiliated companies, officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are legally determined to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this AGREEMENT. If claims, losses, damages, and judgments are legally determined to be caused by the joint or concurrent negligence of CLIENT and GEOTECHNOLOGY, they shall be borne by each party in proportion to its negligence.
- b. CLIENT shall indemnify and hold harmless GEOTECHNOLOGY, its affiliated companies, agents, subcontractors, directors, officers, and employees, from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses, including reasonable attorney's fees or other loss arising from damage to subterranean structures or utilities which were not identified or located by CLIENT to GEOTECHNOLOGY in advance of our work or the discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any costs associated with possible reduction of the property's value.
- c. For the purposes of this AGREEMENT only, and except as provided under Paragraph 10.2 (a) above regarding the negligent performance of GEOTECHNOLOGY, CLIENT shall reimburse GEOTECHNOLOGY for or otherwise indemnify, defend, and save GEOTECHNOLOGY, its affiliated companies, agents, subcontractors, directors, officers and employees harmless from any and all demands, suits, judgment, expenses, attorney's fees, and losses arising out of or in connection with bodily injury (including death) to persons or damage to property which may arise from the presence or origination of hazardous substances, pollutants, or contaminants on CLIENT'S property, irrespective of whether such materials were generated or introduced before or after execution of this AGREEMENT; provided, however, that nothing hereinabove set forth is intended to shift any responsibility for employee claims that the parties may bear under the Worker's Compensation laws of the state in which the work is to be performed.

- d. GEOTECHNOLOGY shall under no circumstances be considered the generator of any hazardous substances, pollutants, or contaminants encountered or handled in the performance of the work. Without contradiction of any assertion by CLIENT or third party liability as described in Paragraph 10.2 (b) above and for the purposes of this AGREEMENT only, it is agreed that any hazardous materials, pollutants, or contaminants generated or encountered in the performance of the work shall be the responsibility of CLIENT.

11 - CONTINUING AGREEMENT

- a. The indemnity obligations and limitations of liabilities established throughout this AGREEMENT, regardless of paragraph number, shall survive the assignment, transfer, expiration or termination of this AGREEMENT.

12 - PREVALING WAGE AND UNION MEMBERSHIP

- a. Unless CLIENT specifically informs GEOTECHNOLOGY in writing or it is specifically identified in our PROPOSAL and/or WORK AUTHORIZATION that prevailing wage regulations or union membership are required for the Project and the Scope of Services identifies it as covered, CLIENT will reimburse, defend, indemnify and hold harmless GEOTECHNOLOGY and its affiliated companies from and against any liability resulting from a subsequent determination that prevailing wage regulations or union membership cover the Project, including all additional costs, fines and attorneys' fees.

13 - THIRD PARTY RELIANCE UPON REPORTS

- a. All Documents are prepared solely for use by CLIENT (and Owner, if applicable) and shall not be provided to any other person or entity without GEOTECHNOLOGY'S written consent. CLIENT shall defend, indemnify and hold harmless GEOTECHNOLOGY, its affiliated companies, officers, shareholders and employees, from and against any action or proceeding brought by any person or entity claiming to rely upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed or referred to without GEOTECHNOLOGY'S written consent.

14 - NON-SOLICITATION OF EMPLOYEES

- a. CLIENT recognizes that GEOTECHNOLOGY, as a part of the services covered by this AGREEMENT, may provide one or more of its employees to work with members of CLIENT'S project staff or specifically on a CLIENT'S project. For purposes of this AGREEMENT, an employee of GEOTECHNOLOGY may be a permanent or temporary employee assigned to provide services to CLIENT. CLIENT hereby agrees that CLIENT will not hire, either directly or indirectly, or provide inducement to hire an employee of GEOTECHNOLOGY either as an employee of CLIENT or as an employee of a subcontractor or supplier to CLIENT, such suppliers to include providers of contract labor, during the term of this AGREEMENT and for a period of six months after the termination of this AGREEMENT. Any hiring or inducement to hire any GEOTECHNOLOGY employee during the term of this AGREEMENT and for a period of six months after termination of this AGREEMENT will be subject to a fee equal to 25% of the total fee for services generated by that employee during a nominal 12-month period.

15 - DISPUTES RESOLUTION

- a. All claims, disputes, and other matters in controversy between GEOTECHNOLOGY and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, unless prohibited by law, GEOTECHNOLOGY shall have, in addition to any other right or option set forth herein, the right to proceed in creating a lien upon the building or other improvements and upon the real estate on which the building or improvements are situated for the work and labor done and the labor and materials furnished on and to said real estate and to enforce its mechanic's lien pursuant to all rights and remedies available to it under law.
- b. If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:
 - (1) the claim will be brought and tried in St. Louis County, Missouri and CLIENT waives the right to move the action to any other county or judicial jurisdiction, and
 - (2) the prevailing party in any arbitration or litigation between GEOTECHNOLOGY and CLIENT shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness costs, and other claim related expenses. For purposes of this paragraph, a party prevails if (i) the judgment is equal to or in excess of the Plaintiff's last written demand for settlement, the Plaintiff shall also be entitled to recover its costs, expenses and reasonable attorney's fees from Defendant; (ii) the judgment is equal to or less than the Defendant's last written offer of settlement, the Defendant shall be entitled to recover its costs, expenses and reasonable attorney's fees from the Plaintiff; (iii) the judgment is in between the Plaintiff's last written demand for settlement and the Defendant's last offer of settlement, then neither party shall recover any of its costs, expenses or attorney's fees from the other.

16 - GOVERNING LAW AND SURVIVAL

- a. The law of the State of Missouri will govern the validity of these TERMS, their interpretation and performance.
- b. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

17 - SUCCESSORS AND ASSIGNS

- a. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its interests herein (unless assignee assumes in writing assignor's obligations hereunder) without the prior written consent of the other party, which consent will not be unreasonably withheld. No assignment shall operate to relieve the assignor of its obligations under the AGREEMENT.

18 - OTHER PROVISIONS

- a. It is agreed that this AGREEMENT is entered into by the parties for the sole benefit of the parties to the AGREEMENT, and that nothing in the AGREEMENT shall be construed to create a right or benefit for any third party.
- b. Neither party shall hold the other responsible for damages or delay in performance caused by weather and other acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- c. The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

19 - FUTURE SERVICES

- a. All future services rendered by GEOTECHNOLOGY at CLIENT'S request for the project described in the PROPOSAL and/or WORK AUTHORIZATION shall be conducted under the terms of this AGREEMENT.

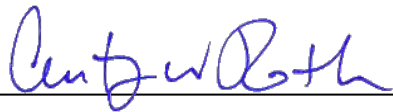
20 - SIGNATURES

- a. The parties have read the foregoing, including any attachments thereto, understand completely the terms, and willingly enter into this AGREEMENT that will become effective on the date signed below by CLIENT.

Client

Geotechnology, LLC

_____(Signature)

_____(Signature)

By: _____(Print Name)

By: Anthony W. Roth, P.E. (Print Name)

Position: _____

Position: Senior Project Manager

Date: _____

Date: November 24, 2021

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



NUMBER: <i>For City Clerk Use</i>	CA20220110-05
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SUBJECT/TITLE: Approval of SmartHouse replacement expenditure for Heman Park Community Center HVAC Unit			
REQUESTED BY: Sinan Alpaslan		DEPARTMENT / WARD Public Works/Ward 2	
AGENDA SECTION:	Consent Agenda	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Approval for emergency purchasing of the replacement Community Center HVAC unit from SmartHouse Heating and Cooling.			
FISCAL IMPACT: Project was not budgeted and the need is due to mechanical equipment breakdown (please see attached memo and listing of bids). Budgeted carry-forward funding from the Capital Improvement Program (CIP) for Facilities Improvements is proposed to be utilized (please see the attachment).			
AMOUNT:	\$27,265.00	ACCOUNT No.:	12-40-90-8100
FROM FUND:	Capital Improvements Sales Tax Fund	TO FUND:	
EXPLANATION: Community Center HVAC unit replacement expense is proposed to be funded from the capital improvement program as part of the carryforward funding approved via Resolution 2021-10. The work scope includes replacement of the unit with an equivalent unit to provide the required air handling and heating/cooling demand at the facility.			
STAFF COMMENTS AND BACKGROUND INFORMATION: An unexpected failure occurred in the Heman Park Community Center affecting the main HVAC unit utilized to condition the indoor building space where the Municipal Court and Board/Commission meetings are currently hosted. In addition to the minimum levels of building conditioning for the comfort of users at the location, the heated space is also needed to ensure the wet zones of the building and, especially on the west side where the kitchen and bathrooms are located, will remain usable and not damaged due to seasonal temperatures. Staff obtained three bids for the work and authorized an emergency purchase from SmartHouse for a delivery of the job scope in 4 to 5 weeks.			
CIP No.	N/A		
RELATED ITEMS / ATTACHMENTS: 1) Copy of Resolution 2021-10 2) Memo for job justification 3) Bid proposals			
LIST CITY COUNCIL GOALS (S): Maintain infrastructure and buildings to acceptable levels of service.			
RESPECTFULLY SUBMITTED:	Gregory Rose, City Manager	MEETING DATE:	January 10, 2022

Resolution 2021 - 10

A Resolution Approving the Committed Fund Reserves

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of University City, Missouri, that the City Council directs the fund reserves to be committed to and applied to items previously budgeted in FY 2021 and previous years but were not spent.

BE IT FURTHER RESOLVED that the City Council directs the fund reserves to be committed to and applied to the following items:

Committed:

General Fund:

Dog Park Pavilion	\$ 21,000
City Facilities Improvements	240,000
	<hr/>
	\$ 261,000

Capital Improvement Sales Tax Fund:

City Facilities Improvements	\$ 50,000
	<hr/>

Grants Fund:

Ackert Park Renovation Project	\$ 525,000
	<hr/>


Economic Development Retail Sales Tax Fund:

Delmar Blvd Tree Grates	\$ 30,000
City Wide Events	85,000
	<hr/>
	\$ 115,000

Parks and Stormwater Sales Tax Fund:

Heman Park Asphalt Trail Repairs	\$ 125,000
Heman Park Pool Improvement	90,000
Centennial Commons Painting	114,000
	<hr/>
	\$ 329,000

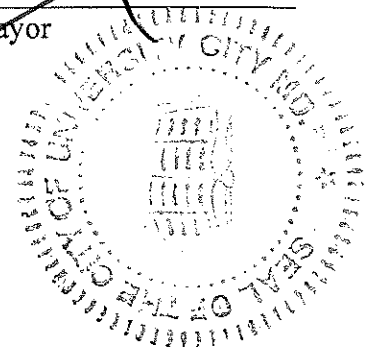
Adopted this 25th day of June 2021.



Terry Crow, Mayor

Attest: 

LaRette Reese, City Clerk



From: [Sinan Alpaslan](#)
To: [Gregory Rose](#)
Cc: [Darren Dunkle](#)
Subject: RE: two critical HVAC maintenance items
Date: Tuesday, December 21, 2021 5:24:31 PM

Mr. Rose – I am writing to follow up on the HVAC maintenance items for facilities. The #1 item from my original update for Centennial Commons is in the works for a resolution thanks to your recommendation to City Council and their action to approve it at the December 13 Council meeting.

On the #2 item, I have the following recommendation for your consideration to bring the Community Center HVAC system back into the normal operation in a reasonable timeframe this winter:

We have obtained three bids to replace the failed 20-ton packaged unit for providing the necessary HVAC support to the facility. The facility is currently being conditioned by the use of area heaters in the wet zones of the bathrooms and kitchen. There is a bit of a worry about any power outage that may affect the facility when it is not attended and depending on the ambient temperature the pipes can freeze quickly due to the lack of standard insulation in the facility. The indoor air temperature is not ideal for nightly commission meetings and attendees keep their jackets on during these meetings. The Court sessions are experiencing a bit better conditions due to the crowd that is present but later into January and February, complaints may arise.

The quotes for the same standard 20-ton AC and Gas unit supply from different vendors are the following:

- SmartHouse Heating and Cooling: \$27,265.00
- Rick Rasch Heating and Cooling: \$28,880.00
- Matheny Heating and Cooling: \$35,671.84

The lead time for the unit delivery and install across the bidding vendors is 5 to 6 weeks. The new unit will replace the failed unit for a 20-year estimated life to serve this facility.

The Committed Fund Reserve allocation by the Resolution 2021-10 used for the earlier Centennial Commons HVAC unit repair approved by City Council allowed for \$50,000 in City Facilities Improvements. The expenditure required for the Centennial Commons was \$21,525.00. If the low bid of the Community Center unit replacement work item is approved from the above list, there will be enough funding from this Committed Fund Reserve item (\$28,475) to be able to pay for this work at the Community Center. At your direction, I will prepare the item for an approval at the January 10 Council meeting similar to the one used for the other unit at the December 13 meeting, however, would request that we advance the order of this item before that Council meeting so that we beat the lead time as best as are able. We will certainly continue working with the vendor SmartHouse to ensure that the unit is delivered and installed in the most expeditious fashion as possible. It is just getting into late January and February without having the support of the second unit at the Community Center can be risky, although we have so far enjoyed a milder winter this year.

I will be ready for any additional discussion in this matter as you so require.

Respectfully,



Sinan Alpaslan, P.E.
Director of Public Works
City of University City
6801 Delmar Boulevard
University City, MO 63130
P: 314.505.8572 | www.ucitymo.org

The information transmitted (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521, is intended only for the person(s) or entity/entities to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient(s) is prohibited, If you received this in error, please contact the sender and delete the material from any computer.

From: Gregory Rose <grose@ucitymo.org>
Sent: Monday, November 22, 2021 5:15 PM
To: Sinan Alpaslan <salpaslan@ucitymo.org>
Cc: Darren Dunkle <ddunkle@ucitymo.org>
Subject: RE: two critical HVAC maintenance items

Sinan: Okay. Thanks.



“Integrity, Customer Service, Accountable, Respect, Employees (ICARE)”

Gregory Rose
City Manager
City of University City
6801 Delmar Boulevard
University City, MO 63130
P: 314.505.8534 | www.ucitymo.org

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From: Sinan Alpaslan <salpaslan@ucitymo.org>

Sent: Monday, November 22, 2021 4:57 PM

To: Gregory Rose <grose@ucitymo.org>

Cc: Darren Dunkle <ddunkle@ucitymo.org>

Subject: two critical HVAC maintenance items

Mr. Rose (CC'd Mr. Dunkle) – I am writing to inform you that at two University City facilities there are season-critical HVAC items that I am working on with staff for emergency repairs. The facilities and the service units concerned are the following:

1. Centennial Commons: 1 of the 2 rooftop package HVAC units stopped working a week and a half ago. The unit provides heating to the gym section of the facility including the season-critical facility sprinkler system standpipes. We have obtained a repair proposal for replacement of the heat exchanger system in the faulty unit for approximately \$20,000. As soon as we complete the necessary checking into the procurement method of this quote, a lifecycle assessment of the unit proposed to be repaired and the currently available lead times for contracted work, I plan to submit an appropriate recommendation for your approval consideration.
2. Community Center: The main HVAC unit (one of the two units at the facility) stopped working a week ago. The unit provides heating to the south side of the recreation hall. The importance of the south side is that the municipal court is currently hosted in the entire space (north and south) at this facility with the staff seating including the Judge being on the south end. When the court uses the facility, the divider wall between the two sides is removed and the heat supplied to the north side could supplement the south side and it is acceptable for comfort. However, this building doesn't have good insulation and the kitchen and the bathrooms in the building become season-critical locations for which to provide minimum building conditioning. We have obtained a replacement proposal for the entire faulty unit for approximately \$28,000. As soon as we complete the verification of the procurement method, a rough calculation of the total heating-cooling loads in this facility given the current under-capacity utilization due to the Coronavirus pandemic and the currently available lead times for contracted work, I plan to submit an appropriate recommendation for your approval consideration.

Please let me know if you require any additional information at this time.

Respectfully,



Sinan Alpaslan, P.E.

Director of Public Works

City of University City

6801 Delmar Boulevard

University City, MO 63130

P: 314.505.8572 | www.ucitymo.org

The information transmitted (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521, is intended only for the person(s) or entity/entities to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient(s) is prohibited, If you received this in error, please contact the sender and delete the material from any computer.



University City
Community Center
975 Pennsylvania Ave
St. Louis, MO 63130

November 16, 2021

Replacement of North Packed AC and Gas Unit

Daikin – 20 Ton Packaged Gas-electric Constant Volume Unit

- 208v/3ph power supply
- Horizontal Discharge Roof Curb
- Space Sensor
- Manual damper
- 5 Year Parts Warranty
- 5 Year Compressor Warranty
- 20 Year Heat Exchanger Warranty

Install includes:

- Crane service for removal of old unit and placement of new unit
- Haul away and recycling of the old unit
- Duct modifications to connect to existing duct work
- Connection to existing gas and electrical
- 1-year SmartHouse Labor warranty
- Includes all permits and inspections

LEAD TIME 5-6 WEEKS

	Price	
		\$27,265
Option for field installed economizer		\$2,725
Equivalent Carrier Solution (13–15-week lead plus shipping)		\$29,427

ACCEPTANCE

I agree to the quoted prices and specifications of this proposal. My signature below serves as authorization to perform the work as specified. Payment due upon completion unless stated otherwise. Quoted prices valid for 30 days from the date of this proposal.

Proposal Accepted by: _____ date _____



1627 Sublette Avenue
St. Louis, MO 63110
314-420-1216 CALL or TEXT
rick@rickrasch.com

10/28/2021

University City
6801 Delmar Boulevard
University city, MO
63130

Proposal

Jim. jburkemper@ucitymo.org
Daniel. dcarter@ucitymo.org
University City/Community center/south side 20 ton HVAC

Replace 20 ton heating and cooling unit.
Install 20 ton American Standard (GBC240A3EMA0000) HVAC unit.
Modify and connect to existing ductwork, electric, and gas line.

4 to 6 weeks standard lead time. \$800 extra for 5 days delivery.

Total...\$28,880.00

Thank you for the opportunity,

A handwritten signature in black ink that reads 'Rick' in a cursive, stylized font.

We accept cash, check, and all major credit cards.

Service and installation on heating, cooling, humidifiers, air cleaners, gas lines
and water heaters.

Reliable and friendly service!

www.RickRasch.com



December 20,2021

University City Recreational Complex
975 Pennsylvania
St. Louis, MO 63130

Thank you for contacting us with this opportunity. Matheny Heating & Cooling proposes to furnish and install the equipment listed below at the prices stated and are in accordance with the terms, prices, and conditions which are stated below and are a part of this proposal.

Equipment:

- (1) American Standard GVC240A 20 -ton package unit/Ground discharge
- (1) Manual Fresh Air Damper
- (1) Gas regulator
- (1) Disconnect
- 5-year (limited) parts and compressor
- 10- year (limited) heat exchanger

Scope of work:

- Remove and Recycle (1) existing package unit.
- Reclaim refrigerant from units according to EPA standards.
- Install new disconnect box.
- Connect gas and electric per code.
- new supply and return insulated duct/paint sheet metal
- Connect to existing thermostats.
- Full start up
- Includes St. Louis County permits, inspections, and taxes.

Labor:

- 3 days/2 installers

Exclusions

- Existing high voltage circuit to be connected by licensed electrician

Total Investment: \$35,671.84

(CONTINUED)

6317 Olive Street Road • Saint Louis, Missouri 63130 • 314-727-9000



Terms and Conditions

1. Purchaser hereby accepts the equipment and service described above and agrees to pay Matheny Heating & Cooling the price shown above.
2. All equipment and material are guaranteed by Matheny Heating & Cooling to be as specified. All work will be completed in a workmanlike manner according to normally accepted practices.
3. Materials and work in addition to that described herein will be furnished only on Purchaser's authorization and will be paid by Purchaser as an extra charge. Hidden and concealed conditions may result in extra charges above and beyond the original contract price.
5. Matheny Heating & Cooling shall not be liable for any default caused by events beyond its control, including but not limited to, fire, flood, strikes, accidents, or delays affecting this work or other operations in which it is involved, directly or indirectly.
6. Purchaser shall permit Matheny Heating & Cooling reasonable access to the property on which equipment is to be installed. Title to all provided equipment remains with Matheny Heating & Cooling until all amounts due thereon are paid in full, whether such equipment is affixed to the realty or not and shall remain personal property and be deemed sever-able without injury to the freehold. On any payment default by Purchaser, or if in Matheny Heating & Cooling 's judgment, reasonably exercised, its equity appears to be imperiled, then, Matheny Heating & Cooling may without further notice enter the premises and remove or resell the equipment, and Purchaser shall be liable for any deficiency or loss sustained by Matheny Heating & Cooling in connection therewith.
7. Once the equipment is connected to Purchaser's property, Purchaser assumes all risk of loss or damage to such equipment and shall ensure same fully to protect all interests of Matheny Heating & Cooling, the cost of insurance to be paid by Purchaser. Matheny Heating & Cooling carries liability insurance and Worker's Compensation Insurance.
8. Matheny Heating & Cooling provides a one-year limited labor warranty. Equipment or system failure due to lack of proper maintenance service or abuse is expressly excluded. Normal maintenance check-ups and filter replacements are the responsibility of Purchaser. All other warranties, expressed or implied, are the responsibility of the manufacturer of the equipment, parts, or materials used in connection with the services.
10. All installation and warranty work will be performed during Matheny Heating & Cooling's normal working hours, 8:00 am to 5:00 pm, Monday through Friday unless noted in this contract.
11. Purchaser is responsible for all costs and reasonable attorney fees incurred by Matheny Heating & Cooling in connection with any action or proceeding (including arbitration and appeals) arising out of this Agreement, including a collection of any outstanding amounts due, whether or not suit is filed.
12. Every attempt will be made to complete the work on the date specified, but because Matheny Heating & Cooling may have no control over equipment availability, delivery, or weather, all completion dates are estimates only.
13. All warranties or guarantees provided by Matheny Heating & Cooling shall be invalid if any other person or company works on or services the equipment.
14. Purchaser shall maintain equipment as required by the manufacturer and Matheny Heating & Cooling. This consists of a minimum of one visit per year.
15. Matheny Heating & Cooling shall not be responsible for any damages incurred due to the inability of the building structure to properly support the installed equipment or for expense incurred in removing, replacing, or refinishing part of the building structure necessary for the performance of any service or installation, unless otherwise noted in this contract.
17. Matheny Heating & Cooling shall not be liable for the identification, detection, abatement, encapsulation, storage, removal, or transportation of any regulated or hazardous substances which may include, but are not limited to asbestos, certain refrigerants, and refrigerant oils. If any such substances are encountered during the course of work, Matheny Heating & Cooling can discontinue work until such substances have been removed or is eliminated. Matheny Heating & Cooling shall receive an extension equal to the time of delay to complete the work and reserves the right to be compensated for any loss due to a delay.
18. Matheny Heating & Cooling shall use ordinary care in performing all work but shall not be liable for incidental or consequential damages, or shall it be liable for injuries to persons or damage to property except those directly caused by negligent acts of Matheny Heating & Cooling employees.
19. If any statement or clause of this Terms and Conditions is held unenforceable, it shall not negate any other clause or statement contained herein.
20. Except as provided herein Matheny Heating & Cooling makes no other representations or warranties, either expressed or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose Matheny Heating & Cooling expressly disclaims all other warranties. Matheny Heating & Cooling's maximum liability shall consist of refunding all money paid to it by Purchaser subject to removal and return to Matheny Heating & Cooling of all equipment provided hereunder. Under no circumstances will Matheny Heating & Cooling be liable to Purchaser or any other person for any damages, including, without limitation, any indirect, incidental, special, or consequential damages, expenses, cost, profits, lost savings, or earnings, lost or corrupted data, or other liability arising out of or related to this Agreement, or the services or equipment provided.
21. This agreement shall be governed and construed solely according to the internal laws of the State of Missouri, without reference to any conflicts of laws.



Acceptance:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices and mechanical code. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Company to carry all necessary insurance including Workers Compensation insurance.

The undersigned, on behalf of University City, authorizes Matheny Heating and Cooling to commence work as outlined in the project described in this document. Avis Rental Car agrees to pay 50% upon acceptance, and the remaining balance, in full, upon completion.

ACCEPTANCE by University City

Name	Date
------	------

Signature	Title
-----------	-------

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



NUMBER: <i>For City Clerk Use</i>	CA20220110-06
--------------------------------------	---------------

SUBJECT/TITLE: Relocation Assistance - Aleksei Mironov			
REQUESTED BY: Brooke A. Smith		DEPARTMENT / WARD City Manager's Office	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	No
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval.			
FISCAL IMPACT: The fiscal impact of this agenda would be \$6,000. Funds would come from fund reserves.			
AMOUNT:	\$6,000.00	ACCOUNT No.:	31.12.73.6807
FROM FUND:	Fund 31 - Fund Reserves RPA2	TO FUND:	Fund 31 - Fund Reserves
EXPLANATION: As outlined in Ordinance 7108 and the Redevelopment Agreement for the Markets at Olive project, the developer and City agreed to provide relocation assistance for those displaced by the development.			
STAFF COMMENTS AND BACKGROUND INFORMATION: Aleksei Mironov currently resides at 1190 Briscoe Place, Apt B. in he Olive Blvd. Commercial Corridor and Residnetial Conservation Redevelopment Project Area and has leased a replacement home located at 2303 Kratky Road, Apt B, St. Louis, MO. Aleksei Mironov is eligible to receive a \$6,000 grant for the lease of a new residential unit.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: 1. Ordinance 7108 2. Redevelopment Agreement 3. Relocation Assistance Agreement 4. Invoice - A. Mironov			
LIST CITY COUNCIL GOALS (S): N/A			
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	January 10, 2022

AMENDED

INTRODUCED BY: Councilmember Bwayne Smotherson

DATE: May 28, 2019

BILL NO. 9379

ORDINANCE NO. 7108

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

WHEREAS, the City has approved the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan (the “Plan”) and the redevelopment project for Redevelopment Project Area 1 described therein (the “RPA 1 Redevelopment Project”) pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended; and

WHEREAS, the City desires to enter into a redevelopment agreement with U. City, L.L.C. and U. City TIF Corporation (collectively, the “Developer”) with regard to the RPA 1 Redevelopment Project (the “Redevelopment Agreement”); and

WHEREAS, the Plan and the Redevelopment Agreement contemplate the creation of a community improvement district (the “District”) to assist in the financing and development of the RPA 1 Redevelopment Project;

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

Section 1. The City Council finds and determines that it is necessary and desirable to enter into the following agreements in connection with the RPA 1 Redevelopment Project (collectively, the “Agreements”):

- (a) Redevelopment Agreement between the City and the Developer in substantially the form of **Exhibit A** attached hereto; and
- (b) District Project Agreement among the City, the Developer and the District in substantially the form of **Exhibit B** attached hereto.

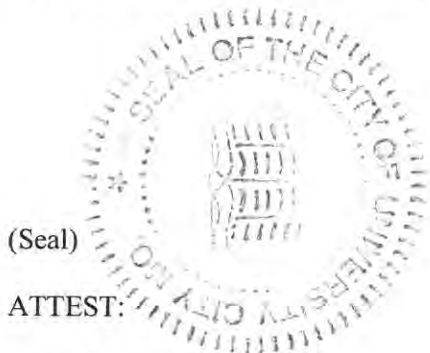
The City Manager is hereby authorized and directed to execute the Agreements on behalf of the City. The City Clerk is hereby authorized and directed to attest to the Agreements and to affix the seal of the City thereto. The Agreements shall be in substantially the forms attached to this Ordinance, which Agreements are hereby approved by the City Council, with such changes therein as shall be approved by the officers of the City executing the same.

Section 2. The officers, agents and employees of the City are hereby authorized and directed to execute all documents and take such steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

Section 3. 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 4. This Ordinance shall be in full force and effect from and after the date of its passage and approval; provided, if the Developer has not executed the Redevelopment Agreement within 15 days after such date, all rights conferred by this Ordinance on the Developer shall terminate and the City may designate another entity as developer of the RPA 1 Redevelopment Project.

PASSED and ADOPTED THIS 10th DAY OF JUNE, 2019.



Terry Crow, MAYOR



CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:



CITY ATTORNEY

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: REDEVELOPMENT AGREEMENT

DATE OF DOCUMENT: June 13, 2019

GRANTOR: CITY OF UNIVERSITY CITY, MISSOURI

GRANTOR'S MAILING ADDRESS: 6801 Delmar Boulevard
University City, Missouri 63301
Attention: City Manager

GRANTEE: U. CITY, L.L.C.
U. CITY TIF CORPORATION

GRANTEE'S MAILING ADDRESS: c/o Novus Development
20 Allen Avenue, Suite 400
Webster Groves, Missouri 63119
Attention: Jonathan Browne

RETURN DOCUMENTS TO: Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102
Attention: Mark D. Grimm, Esq.

LEGAL DESCRIPTION: See Exhibit A

REDEVELOPMENT AGREEMENT

between the

CITY OF UNIVERSITY CITY, MISSOURI,

and

U. CITY, L.L.C.

and

U. CITY TIF CORPORATION

dated as of

June 13, 2019

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

RPA 1 REDEVELOPMENT PROJECT

TABLE OF CONTENTS

Page

Recitals 1

ARTICLE I

DEFINITIONS

1.1. Definitions 3

ARTICLE II

ACCEPTANCE OF PROPOSAL

2.1. Developer Designation 10
2.2. Developer to Advance Costs 11
2.3. Funding of RPA 2 and RPA 3 Costs 12

ARTICLE III

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

3.1 Ownership and Acquisition of Property 13
3.2 Relocation Assistance 15
3.3 Project Construction 16
3.4 Construction Contracts; Insurance 16
3.5 Competitive Bids; Prevailing Wage; Federal Work Authorization 17
3.6 Governmental Approvals 17
3.7 Concept Site Plan; Approved Site Plan; Zoning 17
3.8 Construction Plans 17
3.9 Special Development Conditions; Use of Minority Contractors; First Source Employment .. 18
3.10 Tenant Selection 20
3.11 Certificates of Substantial Completion 20
3.12 Community Improvement District 20
3.13 No Other Special Districts; No Other Fees, Assessments or Taxes 21

ARTICLE IV

REIMBURSEMENT OF DEVELOPER COSTS

4.1. City's Obligation to Reimburse Developer 22
4.2. Reimbursements Limited to Reimbursable Redevelopment Project Costs 22
4.3. City's Obligations Limited to Special Allocation Fund and Bond Proceeds 23

ARTICLE V

OBLIGATIONS

5.1. Issuance of TIF Notes23
5.2. TIF Bonds25
5.3. Cooperation in the Issuance of TIF Obligations26
5.4. City to Select Bond Counsel, Underwriter and Consultants; Term and Interest Rate26
5.5. No Other Obligations or Uses of Available Revenues27

ARTICLE VI

SPECIAL ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES; TAX ABATEMENT

6.1. Special Allocation Fund27
6.2. Transfer of District Revenues28
6.3. Application of Available Revenues28
6.4. Developer Cooperation in Determining Available Revenues.....30
6.5. Obligation to Report TIF Revenues and District Revenues.....31
6.6. Tax Abatement.....31

ARTICLE VII

GENERAL PROVISIONS

7.1. Developer's Right of Termination33
7.2. City's Right of Termination.....33
7.3. Results of Termination33
7.4. Term of Agreement.....33
7.5. Successors and Assigns; Transfers to Tax-Exempt Organizations.....34
7.6. Remedies35
7.7. Extensions of Time for Performance35
7.8. Notices36
7.9. Insurance; Damage or Destruction of Redevelopment Project.....37
7.10. Inspection.....38
7.11. Choice of Law.....38
7.12. Entire Agreement; Amendment.....38
7.13. Counterparts.....38
7.14. Severability39
7.15. Representatives Not Personally Liable39
7.16. Actions Contesting the Validity and Enforceability of the Redevelopment Plan.....39
7.17. Release and Indemnification.....40
7.18. Survival.....40
7.19. Maintenance of the Property.....41
7.20. Enforcement of Agreement.....41
7.21. Recording of Agreement.....41
7.22. No Waiver of Sovereign Immunity41
7.23. No Third Party Beneficiaries41

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES

8.1.	Representations of the City.....	41
8.2.	Representations of the Developer.....	42
8.3	Community Children Service’s Fund.....	43
	Signatures	44
	EXHIBIT A – Legal Description of RPA 1	
	EXHIBIT B – Concept Site Plan	
	EXHIBIT C – Form of Certificate of Substantial Completion	
	EXHIBIT D – Form of Certificate of Reimbursable Redevelopment Project Costs	
	EXHIBIT E – Form of TIF Notes	
	EXHIBIT F – Form of District Project Agreement	
	EXHIBIT G – Special Development Conditions	
	EXHIBIT H – Project Budget	
	EXHIBIT I – Relocation Policy	
	EXHIBIT J – M/WBE Goals	

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this "*Agreement*") is made and entered into as of this 13th day of June, 2019, by and among the **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated political subdivision of the State of Missouri (the "*City*"), **U. CITY, L.L.C.**, a Missouri limited liability company, and **U. CITY TIF CORPORATION**, a Missouri corporation (collectively, the "*Developer*"). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in **Article I** of this Agreement.)

RECITALS

A. The City Council created the Tax Increment Financing Commission of the City of University City, Missouri (the "*TIF Commission*") and empowered the TIF Commission to exercise those powers and fulfill such duties as are required or authorized for the TIF Commission under Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "*TIF Act*").

B. On March 30, 2017, the City distributed a Request for Redevelopment Proposals concerning the redevelopment of the an area located immediately east of the I-170 and Olive Boulevard interchange (the "*Initial Proposal Area*"), and sent a copy of the Request for Redevelopment Proposals to potential developers in accordance with Section 120.340 of the Municipal Code.

C. On May 1, 2017, Novus Development ("*Novus*") submitted a proposal to the City regarding the redevelopment of approximately 32 acres on the north and south sides of Olive Boulevard, east of I-170.

D. The City Council determined that it was in the best interests of the City and its residents to redevelop not only the Initial Proposal Area but also to provide funds for residential improvements, enhanced public improvements and services, and commercial development within a broader area. Accordingly, on March 2, 2018, the City published a Notice of Request for Redevelopment Proposals in the *St. Louis Post-Dispatch* concerning the redevelopment of an area described herein as "*RPA 1*" and sent a copy of the Request for Redevelopment Proposals to potential developers in accordance with Section 120.340 of the City's Municipal Code.

E. On March 28, 2018, the City published a Notice of Revised Request for Redevelopment Proposals in the *St. Louis Post-Dispatch* concerning the redevelopment of RPA 1, and sent a copy of the Revised Request for Redevelopment Proposals to potential developers in accordance with Section 120.340 of the City's Municipal Code.

F. On March 30, 2018, Novus timely submitted a proposal to the City (the "*Redevelopment Proposal*"). Novus desires to implement the Redevelopment Proposal through its affiliates, U. City, L.L.C. and U. City TIF Corporation (collectively, the "*Developer*").

G. At the request of the City, PGAV Planners prepared the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan (the "*Redevelopment Plan*"), which provides for the demolition and clearance of the existing structures located within RPA 1 and the development of commercial and residential uses (as more fully described in the Redevelopment Plan, the "*RPA 1 Redevelopment Project*").

H. The Redevelopment Plan also proposes redevelopment projects within (1) the largely residential area north of Olive Boulevard (as further described in the Redevelopment Plan, "RPA 2") and (2) the Olive Boulevard commercial corridor east of RPA 1 (as further described in the Redevelopment Plan, "RPA 3"). RPA 1, RPA 2 and RPA 3 collectively constitute the "Redevelopment Area" described in the Redevelopment Plan. This Agreement does not grant the Developer any rights or privileges with respect to RPA 2 or RPA 3.

I. On May 23, 2018 and continued on June 6, 2018, June 22, 2018 and August 23, 2018, the TIF Commission held a public hearing at which all interested parties had the opportunity to be heard and at which the TIF Commission heard and considered all protests and objections concerning the Redevelopment Plan, the Redevelopment Area and the redevelopment projects for each redevelopment project area, including the RPA 1 Redevelopment Project.

J. On August 23, 2018, the TIF Commission passed a resolution recommending, among other matters, that the City Council approve the Redevelopment Plan, designate the Redevelopment Area as a "redevelopment area" pursuant to the TIF Act, approve the redevelopment projects for each redevelopment project area and adopt tax increment financing within each redevelopment project area.

K. On November 12, 2018, (1) Bill No. 9370 was introduced to approve the Redevelopment Plan and designate the Redevelopment Area as a "redevelopment area" pursuant to the TIF Act and (2) Bill No. 9371 was introduced to approve the RPA 1 Redevelopment Project and adopt tax increment financing within RPA 1. On January 14, 2019, Bill No. 9379 was introduced to authorize the City to execute and enter into this Agreement.

L. On June 10, 2019, after due consideration of the TIF Commission's recommendations and making each of the findings required by Section 99.810 of the TIF Act, the City Council adopted (1) Bill No. 9370 as Ordinance No. 7104 approving the Redevelopment Plan and designating the Redevelopment Area as a "redevelopment area" pursuant to the TIF Act, approving (2) Bill No. 9371 as Ordinance No. 7105 approving the RPA 1 Redevelopment Project and adopting tax increment financing within RPA 1 and (3) Bill No. 9379 as Ordinance No. 7108 authorizing the City to execute and enter into this Agreement.

M. The City Council hereby determines that the implementation of the RPA 1 Redevelopment Project and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

N. Pursuant to provisions of the TIF Act and Ordinance Nos. 7104, 7105 and 7108, the City is authorized to enter into this Agreement.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1. Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

"353 Approval Ordinance" means an ordinance to be adopted by the City Council approving a development plan and the real property tax abatement described in Section 6.6 in accordance with the 353 Procedural Ordinance and Chapter 353.

"353 PILOT Payments" means a payment in lieu of tax to be paid for each of the first 10 years of the period described in Section 6.6(c), equal to the difference between (a) the amount ad valorem real property taxes that would have been generated for the applicable year by multiplying the then-current tax rate by the initial equalized assessed valuation of the applicable Property, as certified pursuant to Section 6.1(a), and (b) the Unabated Property Tax Payments for the applicable year.

"353 Procedural Ordinance" means Chapter 510 of the Municipal Code.

"Acquisition Costs" means all costs of acquiring the Property, including, but not limited to: cost of land and improvements, leasehold interests, and easement interests therein; brokerage commissions; costs of title commitments, reports or policies; surveys; environmental testing and remediation, soil and hazardous waste and other site and property related reports and expenses; appraisals; carrying costs (including the principal and interest components of any mortgage payments, but not including taxes, utilities or other operating costs); Relocation Costs; and professional fees of any kind or nature, including attorneys' fees, filing fees, recording fees, experts' fees, and all litigation costs, including commissioners' awards and other costs of condemnation proceedings, judgments, payments in settlement of litigation, and all associated court costs, fees and expenses.

"Agreement" means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

"Approved Investors" means (a) the Developer or a Related Party, (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, or (d) any general business company or enterprise with total assets in excess of \$50,000,000.

"Approved Site Plan" means the site plan or site plans reflecting one or more portions of the Work and the RPA 1 Redevelopment Project approved by all entities required to approve a site plan pursuant to the Municipal Code and Section 3.7, as such site plan or site plans may be submitted, approved and amended from time to time in accordance with the Municipal Code and Section 3.7.

"Available Revenues" means (a) all money on deposit from time to time (including investment earnings thereon) in (1) the PILOTS Account and (2) subject to annual appropriation, the EATS Account, the District Revenues Account and the City Revenues Account, and (b) any money in any other account of the Special Allocation Fund that has been appropriated to the repayment of the TIF Obligations, excluding in each case (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, or (ii) 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 which suit or claim challenges the collection of such sum.

“Bond Counsel” means Gilmore & Bell, P.C., St. Louis, Missouri, or an attorney at law or a firm of attorneys selected by the City and approved by the Developer of 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.

“Bond Financing Agreement” means an agreement between the City and the Developer setting forth the terms upon which TIF Bonds may be issued, in lieu of TIF Notes, prior to the completion of the RPA 1 Redevelopment Project.

“Bond Proceeds” means the net cash proceeds from the sale of TIF Bonds available for refunding of the TIF Notes or funding Reimbursable Redevelopment Project Cost (after deposit of funds for Issuance Costs, capitalized interest and debt service reserves), together with any interest earned thereon.

“Certificate of Reimbursable Redevelopment Project Costs” means a document, substantially in the form of **Exhibit D**, attached hereto and incorporated herein by reference, delivered by the Developer to the City and which, upon the City’s written acceptance thereof, will evidence Reimbursable Redevelopment Project Costs incurred.

“Certificate of Substantial Completion” means a document, substantially in the form of **Exhibit C**, attached hereto and incorporated herein by reference, delivered by the Developer to the City and which, upon the City’s written acceptance thereof or the City’s deemed acceptance thereof as provided in **Section 3.10**, will evidence the Developer’s satisfaction of all obligations and covenants to perform the Initial Work with respect to the North Phase or the South Phase, as applicable. The Certificate of Substantial Completion does not constitute a final occupancy certificate, final inspection certificate, or other documentation required by the Municipal Code to occupy the RPA 1 Redevelopment Project or any portion thereof.

“Chapter 353” means The Urban Redevelopment Corporations Law, Chapter 353 of the Revised Statutes of Missouri, as amended.

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

“City” means the City of University City, Missouri, a home-rule city and political subdivision of the State of Missouri.

“City Attorney” means John F. Mulligan, Jr., Attorney at Law, or any other person or law firm appointed as the City Attorney pursuant to the Municipal Code.

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

“City Manager” means the person duly appointed as City Manager pursuant to the Municipal Code.

“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 shall be deposited from time to time in accordance with **Section 6.1**.

"*Concept Site Plan*" means the site development plan(s) set forth as **Exhibit B**, attached hereto and incorporated herein by reference, depicting the conceptual program for construction of the Work.

"*Construction Inspector*" means such licensed engineer or architect either employed by or retained and designated by the City from time to time, at the City's sole cost and expense, and/or such individuals as may be designated to carry out inspections on behalf of the City's community development and public works and parks departments.

"*Construction Plans*" means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections submitted by the Developer and approved by the City in accordance with the Municipal Code and this Agreement.

"*Corporation*" means the urban redevelopment corporation to be established by or at the behest of the Developer, or its permitted successors or assigns in interest.

"*Cost-Benefit Analysis*" means the "Olive Boulevard Commercial Corridor & Residential Conservation Redevelopment Area Redevelopment Project Area One Cost/Benefit Analysis" dated June 4, 2018, prepared in association with the Redevelopment Plan and as may be amended from time to time.

"*County Assessor*" means the office of the St. Louis County Assessor or such other entity that may, from time to time, be responsible for determining the assessed value of the Property under applicable law.

"*County Collector*" means the office of the St. Louis County Collector of Revenue or such other entity that may, from time to time, be responsible for collecting 353 PILOT Payments and Payments in Lieu of Taxes under applicable law.

“Developer” means, collectively, U. City, L.L.C., a Missouri limited liability company, or its permitted successors or assigns in interest, and U. City TIF Corporation, a Missouri corporation, or its permitted successors or assigns in interest.

“Development Plan” means the plan approved by the 353 Approval Ordinance regarding the designation of all or a portion of the property within RPA 1 as an “urban redevelopment area” pursuant to Chapter 353, as such plan may from time to time be amended in accordance with Chapter 353 and the 353 Procedural Ordinance.

“District” means the community improvement district formed in connection with the RPA 1 Redevelopment Project pursuant to the CID Act and **Section 3.12**.

“District Expenses” shall have the meaning set forth in the District Project Agreement.

“District Hotel Assessments” means a special assessment 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 **Section 3.12** and the District Project Agreement.

“District Project” means the improvements as described in the District Project Agreement, which improvements shall, in the opinion of counsel to the District, be qualified expenditures for the District under Missouri law, and for which the District is to reimburse the Developer for the costs thereof, all pursuant to the District Project Agreement. The parties acknowledge that the scope of the District Project is included within the scope of the RPA 1 Redevelopment Project.

“District Project Agreement” means the district project agreement to be entered into among the Developer, the District and the City, as described in **Section 3.12**, to be executed in substantially the form of **Exhibit F**, attached hereto and incorporated herein by reference.

“District Revenues” means, subject to **Section 3.12(e)**, any and all revenues generated by the District Sales Tax, District Special Assessments and District Hotel Assessments that are appropriated by the District and deposited into the District Revenues Account.

“District Revenues Account” means an account of the Special Allocation Fund into which District Revenues are deposited from time to time.

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

“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 this Agreement.

“EATS Account” means an account of the Special Allocation Fund into which 50% of the Economic Activity Taxes are deposited pursuant to Section 99.845 of the TIF Act.

“Economic Activity Taxes” has the meaning ascribed to such term in Section 99.805 of the TIF Act, but not including any taxes that are excluded from tax increment financing by Missouri law.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, planned unit development approvals, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals, or approvals related to the creation

of the District required by the Municipal Code or this Agreement for the implementation of the RPA 1 Redevelopment Project.

"IDA" means The Industrial Development Authority of the County of St. Louis, Missouri or another issuer of municipal bonds acceptable to the City and the Developer.

"Initial Work" means (i) acquiring the Property and (ii) undertaking all Work required to complete the construction of at least 200,000 square feet of commercial space in the North Phase (including retail space to be constructed by or on behalf of end-users pursuant to an executed sale contract or an executed ground lease) and at least 100,000 square feet of residential/commercial space in the South Phase (including retail/commercial space to be constructed by or on behalf of end-users pursuant to an executed sale contract or an executed ground lease).

"Issuance Costs" means all costs reasonably incurred by the City and/or the Developer and/or the District in connection with the issuance of the TIF Obligations, including, but not limited to, the fees and expenses of financial advisors and consultants, the City's attorneys (including the City Attorney, issuer's counsel, Bond Counsel and disclosure counsel), the District's attorneys, the Developer's attorneys, the City's underwriter and underwriter's counsel, the City's administrative fees and expenses (including fees and costs of planning consultants and/or financial advisors), underwriters' discounts and fees, initial fees and charges of the trustee, the cost of obtaining CUSIP numbers, the costs of printing any TIF Obligations and any official statements relating thereto. Issuance Costs includes all costs advances by the Developer under Sections 2.2(b), (c) and (d).

"Maximum Reimbursement Amount" means \$70,500,000 plus Issuance Costs.

"Minority Contractor/Workforce Agreement" means a written agreement between the Developer and the general contractor for the RPA 1 Redevelopment Project (which may be included in a construction contract or as a separate agreement) meeting the requirements of Section 3.9(b).

"Municipal Code" means the University City Municipal Code, as may be amended from time to time.

"North Phase" means the portion of the RPA 1 Redevelopment Project located north of Olive Boulevard.

"Note Ordinance" means the ordinance of the City authorizing the TIF Notes, any trust indenture relating thereto, and all related ordinances, resolutions and proceedings.

"Original Purchaser" means the Developer, a Related Party, the Project Lender or a Qualified Institutional Buyer; provided, however, that any such Related Party or Project Lender shall also qualify as an Approved Investor and shall be designated in writing by the Developer as the Original Purchaser.

"Payments in Lieu of Taxes" or *"PILOTS"* shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

"PILOTS Account" means an account of the Special Allocation Fund into which Payments in Lieu of Taxes are deposited pursuant to Section 99.845 of the TIF Act.

"Preliminary Funding Agreement" means the Preliminary Funding Agreement dated as of October 31, 2017, between the City and the Developer, as amended from time to time in accordance with its terms.

"*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 project fund created in the Note Ordinance.

"*Project Lender*" means a commercial bank, savings bank, savings and loan association, credit union or other financial institution that has loaned funds to the Developer to be used for acquisition, development and/or construction of the RPA 1 Redevelopment Project and has secured such loan with a mortgage or security interest in the RPA 1 Redevelopment Project.

"*Property*" means all of the real property (including, but not limited to, all options held by third parties, fee interests, leasehold interests, tenant-in-common interests, easement interests, and such other like or similar interests) and existing improvements on the property in RPA 1, other than and excluding any public rights-of-way, easements and other real property interests that the Developer determines in its reasonable judgment are not necessary for the implementation of the RPA 1 Redevelopment Project and the Work.

"*Qualified Institutional Buyer*" means a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933.

"*Redevelopment Area*" means the area described in Attachment 2 to the Redevelopment Plan.

"*Redevelopment Plan*" means the plan entitled the "Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan," as approved by the City Council pursuant to the TIF Ordinances, as such plan may from time to time be amended in accordance with the TIF Act.

"*Redevelopment Project Costs*" has the meaning assigned to such term in Section 99.805 of the TIF Act.

"*Reimbursable Redevelopment Project Costs*" means those Redevelopment Project Costs that are reimbursable to the Developer under Article IV, the Redevelopment Plan, the CID Act and the TIF Act in accordance with this Agreement.

"*Related Party*" means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended, or any party controlled by or under common control with the Developer.

"*Relocation Costs*" means all costs incurred to relocate the occupants of and businesses in RPA 1 in accordance with the Relocation Policy, including, but not limited to, relocation payments to displaced persons or businesses, and all costs of implementing the Relocation Policy including costs of referrals, relocation specialists, planners, attorneys' fees, brokers' commissions and staff costs.

"*Relocation Policy*" means the relocation policy of the City set forth in Ordinance No. 6789, as supplemented by the policy set forth as Exhibit I, attached hereto and incorporated by reference.

"*RPA 1*" means the area described as such in the Redevelopment Plan and legally described on Exhibit A, attached hereto and incorporated by reference.

"RPA 1 Redevelopment Project" means the construction of the mixed-use development described and/or shown in the Redevelopment Plan and the Concept Site Plan, inclusive of the North Phase and the South Phase.

"RPA 2" means the portion of the Redevelopment Area described as RPA 2 in the Redevelopment Plan.

"RPA 3" means the portion of the Redevelopment Area described as RPA 3 in the Redevelopment Plan.

"RPA 2/3 Advance Amount" means the sum of \$3,000,000 advanced by the Developer pursuant to Section 2.3(a), which shall be used, subject to Section 3.1(e), by the City to pay costs of redevelopment projects within RPA 2 and RPA 3.

"Special Allocation Fund" means the RPA 1 Account of the Olive Boulevard Commercial Corridor and Residential Conservation Special Allocation Fund authorized by the TIF Ordinances.

"South Phase" means the portion of the RPA 1 Redevelopment Project located south of Olive Boulevard.

"State" means the State of Missouri.

"Subordinate Notes" means all TIF Notes that are subordinate to TIF Bonds, as further described in Section 5.2.

"Tax-Exempt TIF Notes" means all TIF Notes, including any applicable Subordinate Notes, that, in the opinion of Bond Counsel, interest on is excluded from gross income for federal income tax purposes.

"Taxable TIF Notes" means all TIF Notes, including any applicable Subordinate Notes, that, in the opinion of Bond Counsel, interest on is not excluded from gross income for federal income tax purposes.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended.

"TIF Bonds" means any tax increment revenue bonds (a) authorized and issued by the City in accordance with the TIF Act and this Agreement or (b) authorized and issued by the IDA in accordance with Chapter 349 of the Revised Statutes of Missouri, as amended, or other applicable Missouri law.

"TIF Commission" means the Tax Increment Financing Commission of the City of University City, Missouri.

"TIF Notes" means the tax increment revenue notes issued by the City pursuant to and subject to this Agreement and the Note Ordinance in substantially the form as set forth in Exhibit E, attached hereto and incorporated herein by reference, to evidence the City's limited obligation to repay Reimbursable Redevelopment Project Costs incurred by the Developer on behalf of the City in accordance with the TIF Act, the CID Act and this Agreement.

"TIF Obligations" means, collectively, the TIF Notes and the TIF Bonds.

“*TIF Ordinances*” means Ordinance No. 7104 adopted by the City Council on June 10, 2019, adopting the Redevelopment Plan and designating the Redevelopment Area and Ordinance No. 7105 adopted by the City Council on June 10, 2019, approving the RPA 1 Redevelopment Project and authorizing tax increment financing within RPA 1.

“*TIF Revenues*” means, collectively, Payments in Lieu of Taxes and 50% of the Economic Activity Taxes.

“*Trustee*” means the trustee or fiscal agent for any issue of TIF Obligations.

“*Unabated Property Tax Payments*” means:

(a) for each of the first ten years of the period described in **Section 6.6(c)**, the amount of ad valorem real property taxes generated from the applicable portion of the Property within RPA 1, as measured solely by the assessed valuation of the land, exclusive of improvements, in the calendar year preceding the calendar year in which the Corporation acquired such portion of the Property; and

(b) for each subsequent year until the conclusion of the period described in **Section 6.6(c)**, the amount of ad valorem real property taxes generated from the applicable portion of the Property within RPA 1, as measured by the assessed valuation of such Property (inclusive of land and improvements) as determined by the St. Louis County Assessor on the basis of 50% of true of the true value of such Property.

“*Work*” means all work necessary to prepare RPA 1 and to construct the RPA 1 Redevelopment Project, including but not limited to:

(a) demolition, excavation, mobilization and removal of all existing buildings and improvements located on the Property and clearing, grading and site preparation of the Property;

(b) construction of public improvements on the Property as follows:

(1) storm and sanitary sewers, stormwater control, detention facilities and other infrastructure improvements required to obtain all necessary approvals and permits,

(2) construction, reconstruction and/or relocation of utilities, including the burying of utility lines (to the extent permitted by the applicable utility companies), and

(3) all other water, sewer, street and other infrastructure required to accommodate all of the uses to be developed on the Property; and

(c) construction of office, commercial, retail, restaurant, multi-family and other uses as set forth on the Approved Site Plan and as otherwise described for RPA 1 in Redevelopment Plan, or as reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II

ACCEPTANCE OF PROPOSAL

2.1. Developer Designation. The City hereby selects the Developer to acquire the Property and perform the Work in accordance with the Approved Site Plan, the Redevelopment Plan, the

Development Plan, this Agreement and all Governmental Approvals. To the extent of any inconsistency among the foregoing, the parties agree that the Work described in the Governmental Approvals shall govern so long as such approvals do not constitute a change to the Redevelopment Plan, the Development Plan or the RPA 1 Redevelopment Project as would, in the opinion of the City Attorney or special counsel retained by the City, require an amendment to the Redevelopment Plan or the Development Plan.

2.2. Developer to Advance Costs. The Developer agrees to advance all Redevelopment Project Costs as necessary to acquire the Property and complete the Work, subject to the Developer's right to abandon the RPA 1 Redevelopment Project and terminate this Agreement as set forth in **Section 7.1**. Additionally, and not by way of limitation:

(a) *Advances Under Preliminary Funding Agreement.* The Developer, under the Preliminary Funding Agreement, has heretofore advanced, or caused to be advanced, pursuant to the Preliminary Funding Agreement the aggregate sum of \$251,066.75 for certain Redevelopment Project Costs comprised of City planning, legal, administrative and other costs associated with the RPA 1 Redevelopment Project, the Redevelopment Plan, the Cost-Benefit Analysis and the negotiation of this Agreement. As of the date of this Agreement, \$0 remains under the Preliminary Funding Agreement. The obligations of the parties under the Preliminary Funding Agreement are deemed fully performed and shall be merged into and superseded by this Agreement. Any portion of the funds that are not spent by the time this Agreement is executed may be applied in the same manner as funds received pursuant to (b) below.

(b) *Advances Upon Execution of Agreement.* Upon execution of this Agreement, the Developer agrees to advance to the City the sum of \$50,000.00 to pay (1) the City's reasonable planning, legal, financial and other consultants, and (2) administrative costs and expenses that are incurred in connection with the approval of the Redevelopment Plan, the negotiation and administration of this Agreement (including, without limitation, the enforcement of any performance bond and the review of Certificates of Reimbursable Redevelopment Project Costs, the Certificate of Substantial Completion, site plans and construction plans), the defense of the TIF Ordinances relating to RPA 1, the 353 Approval Ordinance, the Redevelopment Plan, the Development Plan and this Agreement, and the creation of the District; provided, however, that administrative costs and expenses shall not include any portion of salary and benefit costs related to City staff. If the amount initially deposited pursuant to this subsection is insufficient for the purposes described herein, the Developer shall deposit any additional amount requested by the City within ten (10) days of a written request therefor; provided, however, that (i) the City shall obtain the Developer's approval before entering into any new engagements with any third party and (ii) the City shall provide the Developer with a monthly statement showing each agreement executed, amounts paid pursuant to each agreement, and amounts remaining due with respect to each agreement.

(c) *Advances Upon Issuance of Notes.* Upon the initial issuance of the TIF Notes, the Developer agrees to pay to the City an amount not to exceed \$75,000.00 for the payment or reimbursement of reasonable fees and expenses incurred by the City relating to such TIF Notes and any other reasonable costs related to the approval of this Agreement to the extent they are not already provided for by subsection (b) above; provided, however, that such costs and expenses shall not include any portion of salary and benefit costs related to City staff.

(d) *District Creation and 353 Approval Costs.* The Developer shall pay or cause to be paid all reasonable costs incurred by the City in connection with the creation of the District and the approval of the Development Plan and real property tax abatement pursuant to Chapter 353; provided, however, that administrative costs and expenses shall not include any portion of

salary and benefit costs related to City staff. The Developer may seek reimbursement of costs related to the creation of the District from the District to the extent available and consistent with this Agreement and the District Project Agreement.

(e) *No Waivers.* Payment of any advance under this Section will not waive any application fee or other cost to the Developer associated with any Governmental Approvals required by the Municipal Code, including but not limited to application fees for zoning changes and costs of traffic studies and landscape review.

(f) *Return of Excess Funds.* Within 30 days after the City's acceptance of the final Certificate of Substantial Completion or deemed acceptance thereof and the approval of the final Certificate of Reimbursable Redevelopment Project Costs, the City shall remit to the Developer any amounts that have been advanced under paragraphs (a), (b), (c) or (d) and that have not been spent for costs incurred by the City pursuant to such paragraphs.

(g) *Advances to be Reimbursable.* To the extent permitted by law, all sums advanced or deemed advanced by the Developer under this Section shall constitute Reimbursable Redevelopment Project Costs to be reimbursed to the Developer from the proceeds of TIF Obligations issued as provided herein or from District revenues as District Expenses.

2.3. Funding of RPA 2 and RPA 3 Costs. Consistent with the Redevelopment Plan and the TIF Commission's recommendation for funding at least \$10,000,000 of Redevelopment Project Costs for RPA 2 and \$5,000,000 of Redevelopment Project Costs for RPA 3, the City and the Developer hereby commit as follows:

(a) Simultaneous with the Developer's sale or lease to the end-user or tenant of the North Phase Anchor site, as shown on the Concept Site Plan (i.e., an end-user or tenant that will occupy at least 100,000 square feet) of that portion of the Property on which the Anchor site is to be located, the Developer shall pay, or cause to be paid, to the City an amount equal to the RPA 2/3 Advance Amount. The Developer's obligation under this subparagraph is not subject to extension pursuant to **Section 7.7**.

(b) Up to \$200,000 annually shall be applied to the payment of Redevelopment Project Costs for RPA 2 until tax increment financing is terminated for RPA 1. Such amount shall be funded from City Revenues, except that (1) if City Revenues are less than or equal to \$108,000, then \$92,000 shall be funded from Available Revenues on deposit in the PILOTS Account and the EATS Account of the Special Allocation Fund and (2) if City Revenues are greater than \$108,000 but less than \$200,000, an amount equal to \$92,000 less the difference between City Revenues and \$108,000 shall be funded from Available Revenues on deposit in the PILOTS Account and the EATS Account of the Special Allocation Fund.

(c) The City will commit (1) all other legally available incremental revenues derived from RPA 1, other than Available Revenues, and (2) any TIF Revenues generated from RPA 2 and RPA 3, other than the amounts to be declared as "surplus" as described in the Redevelopment Plan, until tax increment financing in the applicable redevelopment project areas is terminated.

The City will use all of the above-described moneys to pay Redevelopment Project Costs associated with RPA 2 and RPA 3, as described in the Redevelopment Plan.

ARTICLE III

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

3.1. Ownership and Acquisition of Property.

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

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

(c) *Condemnation Proceedings.*

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

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

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

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

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

attorneys to prosecute any condemnation proceedings shall be subject to approval by the City Attorney or special counsel retained by the City, such approval is hereby provided for Carmody MacDonald P.C. and, otherwise, not to be unreasonably withheld, conditioned or delayed. The City agrees to cooperate in such proceedings and to execute all pleadings and other documents that may be necessary and/or required before and during the prosecution of such proceedings. During the condemnation proceedings, the Developer agrees to consult with the City regarding recommendations by consultants to the Developer as to the fair settlement value of each such case. Advice and consultation with the City shall continue throughout such proceedings. The City shall, upon initiation of the condemnation proceedings, designate in writing to the Developer an individual who is authorized to represent the City in consultations with the Developer and its counsel. Upon the City's request, the Developer shall provide copies of all pleadings and other documents filed or prepared in conjunction with the prosecution of the condemnation proceedings for the City's inspection. The Developer shall pay all costs reasonably incurred by the City in connection with any condemnation action.

(3) Within 180 days after any commissioners' award the Developer shall either: (A) abandon the condemnation action; (B) settle the action; (C) file exceptions to the commissioners' award without paying the award; or (D) file exceptions and pay the amount of any commissioners' award issued either directly to the Clerk of the Circuit Court or to the City for payment of such commissioners' award to the Clerk of the Circuit Court, which payment the City will make immediately. Notwithstanding the foregoing, if the Developer terminates any condemnation proceeding to effect a settlement of any such proceeding, this Agreement shall continue and the City and the Developer shall continue to diligently prosecute any other condemnation proceedings pending at such time. Upon request of the Developer after payment of any commissioners' award or settlement, the City shall promptly, at a time and place designated by the Developer, convey to the Developer by quit claim deed all right, title and interest in and to any such parcel acquired in connection with or as a result of the condemnation proceeding. The City agrees to the conveyance of the condemned property and to tender into escrow a fully approved and executed quit claim deed, which escrow shall provide for the release of such instrument upon the pay-in of the award or settlement, so long as the Developer is not in default under this Agreement or the TIF Act.

(4) Notwithstanding anything to the contrary in this Agreement, the Developer shall be responsible for all attorneys' fees, penalties, damages and other costs associated with the abandonment of any condemnation proceedings or the prior acquisition of any property within RPA 1 resulting from the Developer's decision to terminate this Agreement as described in **Section 3.1(c)(3)(A)** above. This provision shall survive the termination of this Agreement.

(d) *Actions to Clear Title, Condemn Easements, etc.* Upon written request from the Developer, the City will cooperate in and participate in any actions necessary to clear title, condemn an easement, vacate right-of-way or similar activity, as may be necessary for the orderly acquisition of the property necessary for the RPA 1 Redevelopment Project. However, notwithstanding anything to the contrary contained herein, the City will not initiate condemnation proceedings until the Developer complies with subsection (c) to the extent possible with respect to the property interest sought to be condemned.

(e) *Security for Developer's Condemnation Obligations.*

(1) Before the City files any proceedings to exercise the City's power of eminent domain pursuant to this **Section 3.1**, the Developer shall provide the City with an irrevocable letter of credit, naming the City as beneficiary, in an amount equal to \$1,000,000. Within 15 days

after any commissioners' award respecting fee title to any portion of the Property, the Developer shall provide the City with an amendment to the prior letter of credit to increase the amount thereof to \$2,000,000 or a replacement letter of credit in an amount equal to \$2,000,000. On or before the day on which possession of any portion of the Property for which there has been a commissioners' award is delivered to the Developer, the Developer shall provide the City with an amendment to the prior letter of credit to increase the amount thereof to \$3,000,000 or a replacement letter of credit in an amount equal to \$3,000,000. The letter(s) of credit and all amendments thereto shall be in form and substance acceptable to the City Attorney or special counsel in his sole and absolute discretion. If the amended or replacement letter of credit, in form and substance acceptable to the City Attorney or special counsel in his sole and absolute discretion, are not delivered to the City before expiration of the prescribed time, then notwithstanding any other provision herein, the City may, without further action by the Developer, abandon and terminate all pending condemnation actions. Once issued, the letter(s) of credit shall remain outstanding until the earlier of (1) the City's receipt of the amount to be paid by the Developer pursuant to **Section 2.3(a)** or (2) five years after (A) all commissioners' awards respecting the Property have been liquidated, settled, compromised or otherwise resolved and paid or (B) the Developer has abandoned all condemnation actions and paid all costs of such condemnation actions (including any interest awards), unless during such period any claims have been made against the City relating to or arising from the use of condemnation pursuant to this Agreement, in which case the letter(s) of credit shall remain outstanding until such claims are resolved.

(2) Notwithstanding anything to the contrary herein, the Developer covenants that it will indemnify and hold harmless the City for any liability relating to or arising from the use of condemnation pursuant to this Agreement, including but not limited to jury awards and interest on condemnation awards. The breach of this covenant shall give rise to the City's right of termination pursuant to **Section 7.2**, in addition to any other remedy that the City may have at law or in equity. The City may use letter(s) of credit and/or the RPA 2/3 Advance Amount to pay any liability arising from any condemnation action associated with the RPA 1 Redevelopment Project; provided, the use of the RPA 2/3 Advance Amount for that purpose shall not relieve the Developer of, and shall not be credited toward, the Developer's obligation to indemnify and hold harmless the City as provided herein. If the Developer breaches its covenants as provided herein, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or for Reimbursable Redevelopment Project Costs incurred or paid by the Developer, and any TIF Notes issued pursuant to this Agreement shall be deemed cancelled.

(f) *Transfer of Title to Corporation.* Following the acquisition thereof by the Developer, the Developer may transfer fee title to the Property to the Corporation for the purposes of initiating real property tax abatement as provided in Chapter 353 and **Section 6.6** of this Agreement. Immediately after acquiring title to the Property, the Corporation shall transfer fee title to the Property back to the Developer or a Related Party.

3.2. Relocation Assistance.

(a) The Developer shall relocate those occupants or businesses displaced from any portion of the Property acquired by the Developer in accordance with the Relocation Policy and applicable law, except as may otherwise be agreed in writing by such displaced occupant or business and approved in writing by the Developer, it being understood and agreed that, to the extent permitted by law, any displaced occupant or business may waive certain rights to statutory and other relocation benefits under the Relocation Policy or otherwise. The Developer will reasonably cooperate with the City to encourage businesses and residents that are displaced from RPA 1 to relocate within the City. All payments, costs

and expenses described in the Relocation Policy that exceed the requirements of Missouri law shall be paid by the City.

(b) Within 30 days after the date of this Agreement, the Developer shall engage a third-party relocation specialist that has significant experience complying with federal, state and local relocation policies and is acceptable to the City to ensure compliance with the Relocation Policy. The City hereby approves Development Resource Partners LLC.

(c) The Developer shall make commercially reasonable offers to restaurant tenants currently located in Jeffrey Plaza to relocate to locations in the South Phase. The Developer will allow the tenants to initially pay their current rental rate and thereafter increase to market rental rate over a period of not less than two years, as mutually agreed to by the Developer and the tenant. The City is not responsible for any costs pursuant to this paragraph.

3.3. Project Construction.

(a) The Developer shall use reasonable efforts to:

(1) acquire title or valid enforceable options to the Property or request the City to initiate condemnation proceedings for the Property within 12 months after the date of this Agreement;

(2) commence the construction of the RPA 1 Redevelopment Project within 18 months after the date of this Agreement; and

(3) complete the Initial Work (as evidenced by the City's acceptance or deemed acceptance of a Certificate of Substantial Completion for the Initial Work) no later than December 31, 2022.

For the purposes of clause (2), commencement of construction will be deemed to have occurred when (A) the Developer provides to the City an executed contract for the demolition of the existing structures in the North Phase and the necessary site work to prepare the North Phase for construction of the North Phase portion of the RPA 1 Redevelopment Project and (B) the on-site work under such contract begins.

(b) The Developer and its project teams shall (1) submit monthly written reports to the City Council regarding the status of constructing the RPA 1 Redevelopment Project and leasing the commercial space included therein (provided, the Developer does not have to disclose any tenants or prospective tenants that the Developer, in its sole discretion, determines the disclosure of which is prohibited or will harm lease negotiations or other business relationships) and (2) upon reasonable notice, meet with the City Manager and such other City staff and consultants as designated by the City Manager to review and discuss the design and construction of the Work to enable the City to monitor the status of construction and to determine that the Work is being performed and completed in accordance with this Agreement and the Municipal Code.

(c) Construction of the Work shall be pursued in a good and workmanlike manner in accordance with the terms of this Agreement.

3.4. Construction Contracts; Insurance. The Developer may enter into one or more construction contracts to complete the Work. All construction contracts entered into by or on behalf of the Developer shall comply with the Minority Contractor/Workforce Agreement and state that the

contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the Work. The Developer shall obtain or shall require any contractor to obtain workers' compensation, commercial public liability and builder's risk insurance coverage in amounts required by the City pursuant to Section 7.10 and, upon written request of the City, shall deliver evidence of such insurance to the City. The Developer shall require that such insurance be maintained by the contractors for the duration of the construction of the applicable portion of the Work.

3.5. Competitive Bids; Prevailing Wage; Federal Work Authorization.

(a) The Developer shall comply with all applicable federal, State and local laws relating to the construction of the RPA 1 Redevelopment Project, including, but not limited to, Section 107.170, RSMo., and laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the RPA 1 Redevelopment Project or portions thereof. For avoidance of doubt, the City acknowledges that its ordinances relating to competitive bidding do not apply to contracts or purchases by private property owners or tenants for their property.

(b) The Developer acknowledges that it must comply with Section 285.530, RSMo. regarding enrollment and participation in a federal work authorization program with respect to their respective employees working in connection with the RPA 1 Redevelopment Project. The Developer represents and warrants that it is in compliance with Section 285.530, RSMo. at the time of execution of this Agreement and has provided a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence thereof.

3.6. Governmental Approvals. The City agrees to cooperate with the Developer and to process and timely consider all complete applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State.

3.7. Concept Site Plan; Approved Site Plan; Zoning. The Concept Site Plan is attached as Exhibit B hereto. The Developer agrees that it will pursue planned development district zoning for the RPA 1 Redevelopment Project and will comply with all City ordinances relating thereto. Any site plan submitted by the Developer for approval as the Approved Site Plan must not, without the City's advance consent, result in such a change in the RPA 1 Redevelopment Project as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act. The Parties agree that the Approved Site Plan shall govern the ultimate design and construction of the RPA 1 Redevelopment Project. The City shall, subject to all applicable laws, not unreasonably refuse to vacate streets, alleys and other rights-of-way necessary for the RPA 1 Redevelopment Project.

3.8 Construction Plans.

(a) The Construction Plans shall be prepared by one or more professional engineers or architects licensed to practice in the State of Missouri. The Construction Plans and all construction practices and procedures with respect to the Work shall conform with all applicable state and local laws, ordinances and regulations, including, but not limited to, any performance, labor and material payment bonds required for public improvements. The Developer shall submit Construction Plans for approval by the City's Building Commissioner or his designee in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures and in accordance with the schedule set forth in Section 3.3, subject to Section 7.7. The plans submitted by the Developer shall be in sufficient completeness and detail to show that construction will be in conformance with the Approved Site Plan and this Agreement.

(b) Before commencement of construction or during the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants or purchasers of any real property located within RPA 1 or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the RPA 1 Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that, (1) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City, (2) any changes shall not result in an extension of the time for performance of any obligation under this Agreement, and (3) the Developer shall obtain the City's advance written consent to any change that would, in the opinion of the City Attorney or special counsel retained by the City, result in such a change in the RPA 1 Redevelopment Project as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act.

3.9. Special Development Conditions; Use of Minority Contractors; First Source Employment.

(a) *Special Development Conditions.*

(1) The Developer acknowledges that in consideration of the public participation in financing Redevelopment Project Costs, the City expects that the RPA 1 Redevelopment Project will be of a high quality and will include enhanced aesthetic features, including facades, landscaping, bicycle parking and access from the Centennial Greenway. Additionally, the RPA 1 Redevelopment Project will incorporate the special development conditions described on **Exhibit G**, attached hereto and incorporated herein by reference, which the City may waive in its sole and absolute discretion. The Developer and the City acknowledge and agree that any requirement for enhanced aesthetic features or incorporation of the special development conditions described on **Exhibit G** shall not apply to the construction of the building or other site improvements related to the North Phase Anchor site, as shown on the Concept Site Plan, provided that the building and site improvements that are developed on such North Phase Anchor site by or on behalf of the end-user of such North Phase Anchor site are of a quality that is comparable to buildings and site improvements occupied by the end-user at its other locations in the Midwest region. The Developer and the City further acknowledge and agree that any such building constructed on the North Phase Anchor site shall have exterior wall signs that are of a size and materials that are comparable to exterior wall signs located at buildings and site improvements occupied by the end-user at its other locations in the Midwest region.

(2) The Developer will provide notice to the City of any meetings between the Developer and the Missouri Department of Transportation regarding signalization and lane improvements/changes to Olive Boulevard.

(3) Unless otherwise approved in writing by the City, any hotel developed within RPA 1 will initially be developed as a national flag hotel with an (A) American Automobile Association (or similar rating agency) rating of three diamonds or higher or (B) "upper midscale" or higher designation on the Smith Travel Research, Inc. (or similar rating agency) STR U.S. Chain Scales.

(4) The Developer will cooperate with the City and Great Rivers Greenway regarding the construction of a pedestrian pathway across the South Phase at a mutually-

agreeable location to connect with the Centennial Greenway, as a trailhead and/or as a potential future connection to a connecting trail at the Ruth Park Woods. The Developer is not required to incur any costs of designing or constructing the pathway, but agrees to convey an interest in the property on which the pathway will be located to the City or Great Rivers Greenway. The Developer is not required to maintain the trail.

(b) *Minority Contracting.*

(1) Notwithstanding anything else to the contrary contained in this Agreement, the Developer may not commence any demolition or construction activities until (i) the Developer and the Developer's general contractor enter into a Minority Contractor/Workforce Agreement reasonably acceptable to the City and the Developer and (ii) the Developer or the Developer's general contractor has developed a utilization plan reasonably acceptable to the consultant identified in the Minority Contractor/Workforce Agreement.

(2) The Minority Contractor/Workforce Agreement shall contain, but not be limited to, the following terms:

(A) The Developer and the Developer's general contractor shall use commercially reasonable efforts to contract with minority and women subcontractors in the percentages shown on **Exhibit J**, attached hereto and incorporated herein by reference. If the City determines that the Developer's general contractor has failed to use commercially reasonable efforts to meet those percentages, the Developer and the Developer's general contractor will be prohibited from bidding on any City construction contracts for a period of five years.

(B) During the construction of the RPA 1 Redevelopment Project, the Developer or the Developer's general contractor shall provide written quarterly reports to the City, detailing their usage of minority and women subcontractors and their progress toward meeting goals described in **Exhibit J** and the hiring of any City residents as part of the U City First Hiring Initiative defined in (c) below.

(C) The identity of a consultant, which shall be paid by the Developer, to assist the City in monitoring the Developer's and their general contractor's compliance with the Minority Contractor/Workforce Agreement.

(3) The City and the Developer acknowledge and agree that the requirements of **Section 3.9(b)(1)-(2)** shall not apply to the building or other site improvements related to the North Phase Anchor site that are designed and constructed by the end-user or its contractors.

(c) *First Source Employment.* The City will establish a program reasonably acceptable to the Developer to recruit City residents, with a particular emphasis on Third Ward residents, for jobs associated with the construction and operation of the RPA 1 Redevelopment Project (the "*U City First Hiring Initiative*"). The Developer shall require participation in the U City First Hiring Initiative by all contractors associated with the Developer's construction of the RPA 1 Redevelopment Project. The Developer shall request but not require participation in the U City First Hiring Initiative by all tenants or purchasers renting or purchasing portions of the RPA 1 Redevelopment Project from the Developer.

3.10. Tenant Selection. Unless approved in writing by the City, the following types of uses shall not be permitted within RPA 1: adult entertainment, adult bookstores, pawn shops, payday loan, title loan, check-cashing and similar uses, and tattoo shops.

3.11. Certificate of Substantial Completion.

(a) Promptly after substantial completion of each of the Initial Work for the North Phase and the Initial Work for the South Phase, the Developer shall furnish a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form of **Exhibit C**, attached hereto and incorporated herein by reference.

(b) The appropriate City official shall, within 30 days following delivery of the Certificate of Substantial Completion, make such inspections as may be reasonably necessary to verify to its reasonable satisfaction the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. If the City fails to approve or reject the Certificate of Substantial Completion in writing within such 30-day period, then the Developer shall notify the City in writing of its failure to take action on the Certificate of Substantial Completion and the City shall have 15 days from receipt of such notice to accept or reject the applicable Certificate of Substantial Completion in writing. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such additional 15-day period, the appropriate City official accepts or rejects the Certificate of Substantial Completion. If the appropriate City official rejects a Certificate of Substantial Completion and/or accompanying certifications, such rejection shall specify in reasonable detail in what respects the Developer has failed to complete the Initial Work for the North Phase or the South Phase, as applicable, in reasonable accordance with the provisions of this Agreement, or in what respects the Developer is otherwise in default, and what reasonable measures or acts the Developer must take or perform, in the opinion of such City official, to obtain such acceptance. Upon acceptance of the Certificate of Substantial Completion by the City or upon the lapse of the additional 15-day period referenced above without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the St. Louis County Recorder, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the Initial Work for the North Phase or South Phase, as applicable.

(c) Upon acceptance (or deemed acceptance) of any Certificate of Substantial Completion by the City, the Developer may record the Certificate of Substantial Completion with the St. Louis County Recorder, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the applicable portion of the Work in accordance with this Agreement.

3.12. Community Improvement District.

(a) The Developer shall petition the City for the creation of the District following its acquisition of the Property. The District's boundaries shall cover all portions of the Property that would be reasonably expected to generate District Revenues if included in the District.

(b) The Developer shall and shall cause the District, promptly following its formation and constitution of a board of directors, to:

(1) authorize and enter into the District Project Agreement, and

(2) take such steps as are necessary (including casting votes as a qualified voter under the CID Act) to impose:

(i) the District Sales Tax in the amount of one percent (1.0%); and

(ii) if the RPA 1 Redevelopment Project includes a hotel, the District Hotel Assessments in the amount of \$5.00 per occupied sleeping room or suite per night.

(c) The parties agree that the Developer, so long as it or a Related Party owns real property or a business operating in the District, shall be authorized to designate a majority of the governing body of the District.

(d) The City acknowledges that the District is integral to the financing of the RPA 1 Redevelopment Project, and in that regard the City will cooperate with and assist the Developer in all proceedings relating to the creation and certification of the District.

(e) Until the TIF Obligations are paid in full, the District shall not issue any bonds or notes or incur any other obligations without the prior written consent of the City, which may be withheld in its sole and absolute discretion. After the TIF Obligations are paid in full, the District may issue bonds, notes and other obligations as it determines appropriate; however, the District will not issue any tax-exempt bonds, notes or obligations without the City's prior written consent (which shall not be unreasonably withheld, conditioned or delayed).

(f) The parties agree that 50% of the District Revenues attributable to the District Sales Tax will constitute Economic Activity Taxes and will be transferred to or at the direction of the City for deposit into the EATS Account of the Special Allocation Fund pursuant to Section 6.1 (and the Developer will cause the District to provide the necessary consents thereto required by Section 99.845.3 of the TIF Act). In addition, the Developer will cause the District to transfer all other District Revenues (i.e., the portion of District Sales Tax revenues not required to be deposited into the Special Allocation Fund by operation of the TIF Act, the District Hotel Assessments and the District Special Assessments) to the City or to any Trustee for any TIF Obligations in accordance with Section 6.2. Once all TIF Obligations have been repaid, the District may use District Revenues for any purpose permitted by the CID Act and the petition providing for the creation of the District, but, with respect to the North Phase Anchor site, only with the prior written consent of the end-user of the North Phase Anchor site, which consent may be withheld for any reason or no reason in the end-user's sole and absolute discretion, provided, however, that such prior written consent shall be required only if the end-user of the North Phase Anchor site at the time that all TIF Obligations have been repaid is the same end-user that the parties hereto anticipated would initially acquire the North Phase Anchor site from the Developer.

3.13. No Other Special Districts; No Other Fees, Assessments or Taxes. The Developer and the City acknowledge and agree that, except for the District formed in accordance with Section 3.12, neither the Developer nor the City shall petition for or consent to the formation of any special districts, including without limitation any community improvement districts, transportation development districts or neighborhood improvement districts, that include the North Phase Anchor site in their boundaries without the prior written consent of the end-user of the North Phase Anchor site, which consent may be withheld for any reason or no reason in the end-user's sole and absolute discretion, provided, however, that such prior written consent shall not be required if the end-user of the North Phase Anchor site that the parties hereto anticipate will initially acquire the North Phase Anchor site from the Developer does not acquire the North Phase Anchor site. So long as the Developer owns any portion of the Property, the Developer and the City shall not take any affirmative action to authorize or voluntarily agree or otherwise consent to the imposition of any additional fees, assessments or taxes on the North Phase Anchor site, except for the District Sales Tax and the District Hotel Assessments identified in Section 3.12 without the prior written consent of the end-user of the North Phase Anchor site, which consent may be withheld for any reason or no reason in the end-user's sole and absolute discretion, provided, however, that such prior

written consent shall not be required if the end-user of the North Phase Anchor site that the parties hereto anticipate will initially acquire the North Phase Anchor site from the Developer does not acquire the North Phase Anchor site. Nothing in this Section shall prohibit the City from authorizing additional fees, assessments or taxes on the North Phase Anchor site, provided that such fees, assessments or taxes are applicable throughout the entire City and become effective only upon the approval of a ballot question by the requisite percentage of registered voters at a City-wide election.

ARTICLE IV

REIMBURSEMENT OF DEVELOPER COSTS

4.1. City's Obligation to Reimburse Developer. The City agrees to reimburse the Developer, but solely from the proceeds of the TIF Notes and/or TIF Bonds as provided herein, for verified Reimbursable Redevelopment Project Costs in an amount not to exceed the Maximum Reimbursement Amount and the RPA 2/3 Advance Amount (plus Issuance Costs and accrued interest on any TIF Notes).

4.2. Reimbursements Limited to Reimbursable Redevelopment Project Costs. Reimbursements to the Developer are limited to costs that qualify as "redevelopment project costs" under Section 99.805 of the TIF Act, plus Issuance Costs and accrued interest on the TIF Notes. Reimbursable Redevelopment Project Costs incurred by the Developer will be eligible for reimbursement upon compliance with the following procedures:

(a) The Developer may submit to the City, no more frequently than once per month, a Certificate of Reimbursable Redevelopment Project Costs in substantially the form of **Exhibit D**, attached hereto and incorporated herein by reference. Such Certificate shall be accompanied by itemized invoices, receipts or other information that will demonstrate that any cost has been incurred and qualifies for reimbursement pursuant to this Agreement.

(b) The City shall notify the Developer in writing within 15 days after each submission of its approval or disapproval of the costs identified in each Certificate of Reimbursable Redevelopment Project Costs. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a Reimbursable Redevelopment Project Cost under this Agreement, the City shall so notify the Developer in writing within 15 days after the submission, identifying the ineligible cost and the basis for determining the cost to be ineligible. The Developer shall then have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs, which shall be included with a supplemental application for payment submitted within 15 days after the City's notification of any ineligible costs. The City shall then review and notify the Developer in writing within 15 days after submission of its approval or disapproval of the costs identified in the supplemental application for payment. If the City fails to approve or disapprove the Certificate of Reimbursable Redevelopment Project Costs within 15 days of submission, the Developer shall notify the City in writing of the City's failure to take action and shall advise the City that the City's failure to take action within an additional 7 days will result in the deemed approval of the Certificate of Reimbursable Redevelopment Project Costs. If the City fails to approve or disapprove of the Certificate of Reimbursable Redevelopment Project Costs within the additional 7-day period, the City shall be deemed approved. Notwithstanding anything to the contrary above, (1) the maximum amount of reimbursement for Reimbursable Redevelopment Project Costs shall not exceed the sum of the Maximum Reimbursement Amount (plus Issuance Costs) and the RPA 2/3 Advance Amount, and (2) no reimbursement shall be permitted for any costs related to the

vertical construction of buildings. Subject to the foregoing, the City acknowledges and agrees that all of the Acquisition Costs associated with the RPA 1 Redevelopment Project and the RPA 2/3 Advance Amount are Reimbursable Redevelopment Project Costs.

(c) The Developer shall provide such information, books and records as the City may reasonably request for the City to confirm that any cost submitted qualifies as a Reimbursable Redevelopment Project Cost under this Agreement, has been incurred and paid by the Developer, and has not been reimbursed by the City or the District. The City may retain such consultants as it deems necessary in connection with such review, the cost of which shall be paid from the funds deposited pursuant to Section 2.2(b).

4.3. City's Obligations Limited to Special Allocation Fund and Bond Proceeds. Notwithstanding any other term or provision of this Agreement, the TIF Notes issued by the City for Reimbursable Redevelopment Project Costs are payable only from Available Revenues and Bond Proceeds, and not from any other source.

ARTICLE V

OBLIGATIONS

5.1. Issuance of TIF Notes. Subject to the limitations contained herein, so long as no default by the Developer has occurred and is continuing hereunder, the City will issue the TIF Notes, in the form substantially similar to Exhibit E, attached hereto and incorporated herein by reference, to an Original Purchaser to evidence reimbursement of Reimbursable Redevelopment Project Costs up to the Maximum Reimbursement Amount and the RPA 2/3 Advance Amount plus Issuance Costs as provided herein. The City may issue the TIF Notes in either a taxable and/or a tax-exempt series.

(a) *Terms.* The TIF Notes shall have the following terms:

(1) The TIF Notes shall bear interest at 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 TIF 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 TIF Notes (in the opinion of Bond Counsel) is excluded from gross income for federal income tax purposes (the "Tax-Exempt Rate").

(2) Notwithstanding any provision herein to the contrary, (i) in no event shall the interest rate on the TIF Notes exceed the maximum rate permitted by law and (ii) in no event shall the interest rates on the TIF Notes at the date of issuance thereof exceed the rates that, based on the Developer's reasonable projections of Available Revenues, would enable the TIF Notes to be paid in full before the stated maturity thereof.

(3) Interest on the TIF Notes shall be compounded semi-annually.

(4) All TIF Notes shall have a stated maturity equal to the longest period permissible under the TIF Act.

(b) *Issuance of the TIF Notes for the RPA 2/3 Advance Amount.* Following the approval of the Note Ordinance, the City shall issue TIF Notes in an amount equal to the RPA 2/3

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

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

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

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

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

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

(5) the City has approved the Note Ordinance.

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

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

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

(2) the District Sales Tax and, if the RPA 1 Redevelopment Project includes a hotel, the District Hotel Assessments have been duly approved by the requisite actions of the District's governing body, property owners and qualified voters.

Notwithstanding anything contained herein to the contrary, the principal amount of the TIF Notes may be endorsed by the RPA 2/3 Advance Amount (to a maximum of \$58,500,000 plus Issuance Costs) if the conditions set forth in Sections 5.1(d)(1) and (2) above have not occurred but the Developer pays, or causes to be paid, the RPA 2/3 Advance Amount pursuant to Section 2.3(a).

5.2. TIF Bonds.

(a) *When Issued.*

(1) The City, at its discretion, may issue or cause to be issued TIF Bonds at any time, including prior to completion of any of the Work. Such TIF Bonds may be issued in an amount sufficient to refund all or, with the Developer's prior written consent, a portion of the outstanding TIF Notes or to fund any portion of the Work. If TIF Bonds are issued before the receipt of Certificates of Substantial Completion for both the North Phase and the South Phase (either to refund previously issued TIF Notes or in lieu of TIF Notes), the City and the Developer must enter into a mutually-agreeable Bond Financing Agreement, setting forth the terms upon which the Bond Proceeds will be made available to the Developer to fund portions of the Work and/or reimburse the Developer for previously-incurred Reimbursable Redevelopment Project Costs.

(2) Notwithstanding anything to the contrary contained herein, after the acceptance of the Certificates of Substantial Completion, the City will use its best efforts to issue or cause to be issued TIF Bonds in an amount sufficient to refund all or, with the Developer's prior written consent, a portion of the outstanding TIF Notes, provided that the market conditions are such that the payment terms of the TIF Bonds are sufficiently favorable that a reasonably prudent financial officer or agent of a similarly situated political subdivision would undertake such a refunding or refinancing of the TIF Notes.

(3) Alternatively, the Developer may, with the City's consent, request the IDA to issue TIF Bonds in an amount sufficient to refund all or a portion of the outstanding TIF Notes.

(4) The Developer may, from time to time, make a written request of the City for the issuance of the TIF Bonds, provided that the City shall have no obligation to issue the TIF Bonds except in accordance with this Section.

(5) Notwithstanding the foregoing, no TIF Bonds shall be issued by the City or the IDA until such time as:

(A) the City has received the consents required pursuant to Section 6.1(c), if any; and

(B) the City has received such other certificates, statements, receipts and documents as may be reasonably required by the underwriter or other purchaser in connection with its purchase of the TIF Bonds or by Bond Counsel to deliver its opinion to the effect that the TIF Bonds constitute valid and legally binding special, limited obligations of the City.

(b) *Subordinate Notes.* If the maximum amount of TIF Bonds possible is insufficient to refund all TIF Notes, then any TIF Notes that are not refunded will become or be reissued as Subordinate Notes in accordance with this subparagraph. Unless the Developer otherwise consents, the Subordinate Notes will be fully subordinated to the TIF Bonds as to principal, but interest on the Subordinate Notes shall be paid before principal is paid on the TIF Bonds. The Subordinate Notes shall have the same outstanding principal amount as the TIF Notes that they redeem or replace, shall have a stated maturity equal to the longest period permissible under the TIF Act and shall bear interest at the fixed rate of 8.00% per annum.

5.3. Cooperation in the Issuance of TIF Obligations.

(a) If the City or the IDA issues TIF Bonds, the Developer covenants to cooperate, and to cause the District to cooperate, and take all reasonable actions necessary to assist the City and Bond Counsel, underwriters and financial advisors in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the TIF Bonds, including (1) disclosure of tenants of the Property and the non-financial terms of the leases between the Developer and such tenants, and (2) providing sufficiently detailed estimates of Reimbursable Redevelopment Project Costs so as to enable Bond Counsel to render its opinion as to the tax-exemption of TIF Bonds. The Developer shall, if requested by the City, execute a continuing disclosure agreement or undertaking, whereby the Developer will be required to provide annual updates to certain operating information, including the information regarding tenant leases described above. Unless otherwise required by law, the Developer will not be required to disclose to the general public or any investor the rent payable under any such lease or any proprietary or confidential financial information pertaining to the Developer, its tenants or the leases with its tenants, but upon the execution of a confidentiality agreement acceptable to the Developer, the Developer will provide such information to the City's financial advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement, provided that the end-user of the North Phase Anchor site shall not be subject to such compliance obligation except for the obligation to provide the information required by Section 6.4.

(b) If the IDA issues the TIF Bonds, the City covenants to cooperate and take all actions reasonably necessary to assist the IDA in the issuance of the TIF Bonds. The maturity date of any TIF Bonds issued by the IDA may be later than June 9, 2042 (i.e., 23 years from the adoption of the TIF Ordinances), but the City's obligation to contribute TIF Revenues and City Revenues to the repayment of such TIF Bonds issued by the IDA shall terminate no later than June 9, 2042. Any TIF Bonds outstanding after such date shall be payable from District Revenues only.

(c) Notwithstanding anything to the contrary contained herein, the City and the Developer acknowledge and agree that, if recommended by Bond Counsel, TIF Obligations may be issued in separate series payable from separate portions of the Available Revenues (for example, Bond Counsel may recommend a separate series of TIF Obligations payable only from District Revenues).

5.4. City to Select Bond Counsel, Underwriter and Consultants; Term and Interest Rate.

(a) The City shall select, in its sole discretion, following consultation with the Developer, Bond Counsel, underwriters, financial advisors, the trustee and consultants as the City deems necessary for the issuance of the TIF Bonds. The TIF Bonds shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City, following consultation with the Developer, underwriters, financial advisors and consultants, shall reasonably determine in conformance with the terms of this Agreement.

(b) The City will promptly notify the Developer if the selected underwriting firm or other prospective purchaser of the TIF Bonds determines that it is not able to purchase TIF Bonds in a sufficient amount to refund all of the outstanding TIF Notes. The Developer shall then have 60 days from the date of such notice to identify an alternative underwriting firm or prospective purchaser of the TIF Bonds that will be able to accommodate a full refunding of the outstanding TIF Notes (the "Alternate Purchaser") and present such Alternate Purchaser to the City for its consideration (during such 60 day period, the City will not issue or market any TIF Bonds). The City will make a good faith evaluation of the Alternate Purchaser's qualifications and the proposed terms of the transaction, and, so long as, in the City's reasonable discretion, the payment terms of the TIF Bonds as provided by the Alternative Purchaser are sufficiently favorable that a reasonably prudent financial officer or agent of a similarly situated political subdivision would undertake such a refunding or refinancing of the TIF Notes, the City will begin working with the Alternate Purchaser to issue the TIF Bonds.

5.5. No Other Obligations or Uses of Available Revenues. So long as the Original Purchaser holds any of the TIF Notes initially issued hereunder, the City shall not issue any other indebtedness or obligations secured by Available Revenues deposited into the account of the Special Allocation Fund from which such TIF Notes are secured (other than TIF Obligations to refund and refinance, and redeem and pay in full, such TIF Notes), and, except as provided in Section 6.3(a)(3), the City shall not use or apply any Available Revenues to pay any Redevelopment Project Costs other than the Reimbursable Redevelopment Project Costs. Following the redemption and payment in full of the TIF Obligations, the City may utilize any excess Available Revenues that are not needed to pay the TIF Obligations to pay any other authorized Redevelopment Project Costs. Nothing in this Section shall be construed to prohibit or limit the City's ability to issue obligations secured by the amounts referenced in Section 6.3(a)(3) for the purpose of funding the redevelopment projects for RPA 2 and RPA 3.

ARTICLE VI

SPECIAL ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES; TAX ABATEMENT

6.1. Special Allocation Fund. The City agrees to cause its Finance Director or other financial officer to maintain the Special Allocation Fund, including within such fund a "PILOTS Account," an "EATS Account," a "City Revenues Account," and a "District Revenues Account." Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, the City Revenues, and District Revenues, subject to annual appropriation by the City Council and/or the District, as applicable, the City will, promptly upon receipt thereof, deposit all Payments in Lieu of Taxes into the PILOTS Account, all Economic Activity Taxes that constitute TIF Revenues into the EATS Account, all City Revenues into the City Revenues Account, and all District Revenues (that are received by the City and are not TIF Revenues) into the District Revenues Account. The City shall take all actions necessary to cause the Assessor and County Collector to perform all duties required to be performed pursuant to Section 99.845 of the TIF Act.

(a) *Certificate of Total Initial Equalized Assessed Value.* The City shall provide to the Developer, within 30 days after the City's receipt thereof, the County Assessor's calculation of the total initial assessed value of all taxable property within RPA 1, determined pursuant to Section 99.855.1 of the TIF Act.

(b) *Certificate of Initial Economic Activity Tax Revenues.* The City shall provide to the Developer and shall file with St. Louis County, within 30 days after the City's receipt thereof,

a certification of the total additional revenues from Economic Activity Taxes that are eligible pursuant to the TIF Act or other Missouri law for deposit into the Special Allocation Fund and that were imposed by the City or other taxing districts for economic activities within RPA 1 in the calendar year prior to the adoption of tax increment financing for such area; provided, the certification is required with respect to Economic Activity Taxes derived from utility usage only if the Developer provides to the City, within 12 months after the execution of this Agreement, copies of utility bills for all Property within RPA 1 together with such other information as the City determines is reasonably required to prepare the certification with respect to sales taxes on utility usage.

(c) *Consent to Release of Sales Tax Information.* If there are six or fewer businesses generating sales taxes, the Developer shall cause each business within RPA 1 to deliver (i) a consent to disclose the amount of sales taxes remitted to the Missouri Department of Revenue from taxable sales within RPA 1 and to allow the City to make public such information for the purposes of complying with reporting requirements contained in the TIF Act, calculating City Revenues and making certain disclosures associated with any public offering or private placement of TIF Bonds and (2) a certification of such business's taxable retail sales within RPA 1 for the purpose of calculating City Revenues. Receipt of such consent shall be a prerequisite to the issuance of the TIF Notes or TIF Bonds. Notwithstanding anything to the contrary in this Agreement, the City shall have no obligation to include within its calculation of City Revenues the sales tax revenues generated from any business within RPA 1 that has not provided the above-described release or certification, but for which the Developer is required by this paragraph to cause to be provided. To the extent permitted by law, the City will not disclose the name of any business to which sales are attributable.

6.2. Transfer of District Revenues. The Developer shall cause the District, subject to annual appropriation by its board of directors and in accordance with the District Project Agreement, to transfer all District Revenues to the City or to a Trustee for any TIF Obligations for deposit in the District Revenues Account of the Special Allocation Fund or with the Trustee. If District Revenues are paid to the City, the Finance Director or other financial officer of the City shall maintain separate subaccounts for the District and shall divide the District Revenues into the appropriate subaccounts. The monies on deposit in any District Revenues Account shall be pledged to the payment of the principal of and interest on any outstanding TIF Obligations, subject to applicable law.

6.3. Application of Available Revenues.

(a) The City hereby agrees to apply the Available Revenues semi-annually to the payment of the TIF Notes as provided herein. Unless otherwise specified below, such money shall be applied to such payment (either by the Finance Director or other financial officer or, at the option of the City, by the Trustee on behalf of the City) first from the EATS Account, then from the District Revenues Account, then from the PILOTS Account and then from the City Revenues Account, as follows:

(1) Declare as surplus pursuant to the TIF Act, the amounts described in **Section 6.4(b) and (c)**;

(2) Solely from District Revenues, pay the District Administrative Costs (as defined in the District Project Agreement);

(3) Transfer the sum required by **Section 2.3(b)** to a separate account or accounts maintained by the City for the purpose of paying costs associated with the redevelopment projects for RPA 2 and RPA 3;

(4) Pay arbitrage rebate, if any, owed with respect to the TIF Obligations under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate;

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

(6) Pay to the City as compensation for the administration of the Redevelopment Plan and this Agreement (including to reimburse the City for costs incurred by third parties in connection with such administration), the sum of \$25,000 per calendar year, increased annually by three percent;

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

(8) Pay scheduled principal of, premium, if any, and interest becoming due (by reason of maturity or mandatory sinking fund redemption) on the TIF Obligations on each interest payment date;

(9) Redeem TIF Obligations using all remaining Available Revenues; and

(10) Reimburse the City for any moneys, other than PILOTS and Economic Activity Taxes, that were applied to pay TIF Obligations or to pay Redevelopment Project Costs for RPA 2 and RPA 3, to the extent permitted by law.

Notwithstanding any other provision herein, if the Developer does not pay the amount set forth in Section 2.3(a) when due, the City may, in addition to any other available remedies, apply Available Revenues for that purpose until the RPA 2/3 Advance Amount has been paid, before paying any other amount under this Section 6.3(a).

(b) If TIF Bonds are issued, Available Revenues will be applied in the manner described in the trust indenture for the TIF Bonds. The City and the Developer agree that Available Revenues may, if recommended by Bond Counsel, be bifurcated so that portions of the Available Revenues are used to pay separate series of TIF Obligations (for example, Bond Counsel may recommend a series of TIF Obligations payable only from District Revenues).

(c) If the moneys available in the Special Allocation Fund are insufficient to reimburse the City as provided in (a)(6) or (a)(7) above 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.

(d) The City agrees to direct the officer of the City charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the City Council for each fiscal year that the TIF Obligations are outstanding a request to appropriate all moneys in the EATS Account and the City Revenues Account in the manner provided by this Section.

(e) Notwithstanding anything to the contrary contained herein, the ratio of District Revenues to all Available Revenues applied pursuant to (a) above shall not exceed the ratio of Reimbursable Redevelopment Project Costs eligible for reimbursement under the CID Act, if applicable, to all Reimbursable Redevelopment Project Costs.

6.4. Developer Cooperation in Determining Available Revenues.

(a) The Developer (or its successor(s) in interest as an owner or owner(s) of the affected portion(s) of the Property) shall:

(1) require each "seller" (as that term is defined in Section 144.010(10) of the Revised Statutes of Missouri, as amended) located on the Property that has multiple business operations within the City to file Missouri Department of Revenue Form 53-1 in such a manner that separately identifies the amount of taxable sales and amount of sales tax remitted for each physical location within the City in order to separately identify and declare all sales taxes originating within RPA 1;

(2) supply or cause to be promptly supplied to the City, monthly sales tax information of each "seller" (as that term is defined in Section 144.010(10), RSMo.) in a form substantially similar to the sales tax returns filed with the Missouri Department of Revenue or a certification of the information contained in such returns for the City to calculate City Revenues, which information or certification shall consist solely of the amount of taxable sales and the amount of tax remitted for each physical location within the City;

(3) make good faith efforts to assist the City in compiling any information that the City must publicly report, including, without limitation, the information required by Section 99.865.1 of the TIF Act, provided that any assistance by successor(s) in interest as an owner or owner(s) of the affected portion(s) of the Property shall be limited to providing (i) information regarding the amount of taxable sales generated within such portion(s) of the Property, (ii) the amount of sales tax remitted for each physical location within such portion(s) of the Property, and (iii) the aggregate amount of ad valorem real property taxes and Payments in Lieu of Taxes made to the County Collector with respect to such portion(s) of the Property; and

(4) include a provision in every new or amended lease, purchase agreement or similar agreement requiring any lessee, purchaser or transferee of real property or other user of real property located within RPA 1 that states:

Economic Activity Taxes: [*Tenant/Purchaser/Transferee*] acknowledges that the Premises are a part of a tax increment financing district ("TIF District") created by the City of University City, Missouri (the "City") and that certain taxes generated by [*Tenant/Purchaser/Transferee*]'s economic activities, including sales taxes, will be applied toward the costs of improvements for the development that the Premises are part of. Upon the request of [*Landlord/Seller/Transferor*] or the City, [*Tenant/Purchaser/Transferee*] shall forward to the City sales tax information in a form substantially similar to the sales tax returns filed with the Missouri Department of Revenue for its property located in the TIF District or a certification of the information contained in such returns, which information or certification shall consist solely of the amount of taxable sales and the amount of sales tax remitted for each physical location within the City, and, upon request of the City (and only if required by the redevelopment agreement between the City and the [*Landlord/Seller/Transferor*]), shall provide copies of utility bills or such other information regarding utility gross receipts taxes generated by

[*Tenant/Purchaser/Transferee*]'s economic activities in the TIF District as the City shall require, which information shall consist solely of the amount of utility gross receipts taxes remitted for the Premises. Sales tax confidentiality shall be protected by the City as required by law. [*Tenant/Purchaser/Transferee*] acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

Alternate language may be used by the Developer if such language is approved by the City Attorney or special counsel retained by the City. At the request of the City, the Developer shall provide a certification to the City confirming that a lease, purchase agreement or similar agreement includes the provisions satisfying the Developer' obligation as set forth above.

(b) If the City receives sufficient information from the Developer to prepare a certification of the "base" Economic Activity Taxes pursuant to **Section 6.1(b)**, the Developer shall thereafter, if possible, supply, or cause to be promptly supplied, to the City, by March 31 of each year, copies of utility bills for Property within RPA 1 for the preceding calendar year, or such other information as the City determines is reasonably required to calculate the amount of Economic Activity Taxes attributable to utility usage, which information shall consist solely of the amount of utility gross receipts taxes remitted from RPA 1. The City and the Developer acknowledge and agree that the end-user of the North Phase Anchor site shall have no obligation to provide copies of its utility bills for its portion of the Property within RPA 1 or such other information as the City determines is reasonably required to calculate the amount of Economic Activity Taxes attributable to utility usage. The Developer acknowledges that the City will not be able to accurately determine the Economic Activity Taxes attributable to utility usage in RPA 1 if the Developer does not provide the foregoing information. Accordingly, if the Developer does not provide that information, the Developer waives any claim to utility tax revenues and agrees to bring no suit, claim or other action against the City seeking the deposit of utility tax revenues into the Special Allocation Fund. In that case, any utility tax revenues generated from RPA 1 shall be declared to be surplus by the City pursuant to the TIF Act.

(c) The Developer hereby acknowledges and agrees that the City likely will be unable to readily identify whether use tax revenues are generated within RPA 1 and, therefore, subject to tax increment financing. Accordingly, the Developer hereby waives any claim to use tax revenues that the City cannot readily identify as having been generated in RPA 1, and hereby agrees to bring no suit, claim or other action against the City seeking deposit of such use tax revenues into the Special Allocation Fund. To the extent any use tax revenues generated in RPA 1 qualify as Economic Activity Taxes, such taxes shall be declared as surplus under the TIF Act.

6.5. Obligation to Report TIF Revenues and District Revenues. Any purchaser or transferee of real property located within the Property, and any lessee or other user of real property located within the Property required to pay TIF Revenues and District Revenues, shall use all reasonable efforts to timely furnish to the City such documentation as is required by **Section 6.4**. So long as any TIF Obligations are outstanding, the Developer shall cause such obligation to be a covenant running with the land and shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

6.6. Tax Abatement.

(a) The Developer may, at its option, submit a Development Plan to the City for consideration in accordance with the 353 Procedural Ordinance. Upon the determination by the City Attorney or special counsel retained by the City that the Development Plan meets the requirements of Chapter 353, the 353 Procedural Ordinance and the intent of this Agreement, the City Attorney or special

counsel shall recommend that the City initiate the proceedings required under the 353 Procedural Ordinance to consider legislative approval of the Development Plan.

(b) The Developer shall make ad valorem real property tax payments on the Property owned by the Developer within RPA 1 until such time as the tax abatement for the applicable portion of the Property becomes effective as provided in this Section and the 353 Approval Ordinance.

(c) If the 353 Approval Ordinance is duly enacted and subject to the provisions of this Agreement, all Property acquired by the Corporation pursuant to the Development Plan (the "353 Property") shall not be subject to assessment or payment of general ad valorem taxes imposed by St. Louis County, the State of Missouri, or any political subdivision thereof, except for the Unabated Property Tax Payments, for a period that commences with the calendar year in which fee title transfer of the 353 Property to the Corporation occurs and ending on the earliest of the following: (1) December 31, 2042 (i.e., no later than the 23rd year after the adoption of the TIF Ordinances); (2) the date upon which all TIF Obligations have been paid; or (3) the date upon which this Agreement is terminated.

(d) During the period identified in (c) above, the Developer (or any subsequent owner of the 353 Property or portion thereof) shall make the Unabated Property Tax Payments and, during the first 10 years of the abatement period, the 353 PILOT Payments. The obligation to make the 353 PILOT Payments shall constitute a lien against the 353 Property. The 353 PILOT Payments shall be payable directly to the County Collector by December 31 of each year and enforceable by the County Collector in the same manner as general real estate taxes. All 353 PILOT Payments that are not paid when due shall bear interest at the interest rate of 18% per annum from the date such payment was first due. Within 30 days after the execution of this Agreement, the City shall furnish the County Collector and the County Assessor with a copy of this Agreement. The County Collector shall allocate the revenues received from the 353 PILOT Payments among applicable taxing authorities in accordance with Section 353.110.4 of Chapter 353.

(e) If, in any year, the Unabated Property Tax Payments exceed the amount of ad valorem real property taxes that are generated from the initial equalized assessed valuation of the 353 Property, as certified pursuant to Section 6.1(a), such overage shall be deposited into the Special Allocation Fund as Payments in Lieu of Taxes.

(f) Upon the conclusion of the period identified in (c) above, no tax abatement shall apply to RPA 1.

(g) Unless the Developer has obtained the prior written consent of the end-user of the North Phase Anchor site, which consent may be withheld for any reason or no reason in the end-user's sole and absolute discretion, the Developer shall not convey to the Corporation that portion of the Property to be included as the North Phase Anchor site. The City and the Developer acknowledge and agree that the portion of the Property to be included in the North Phase Anchor site shall not be subject to tax abatement pursuant to this Section and shall not be subject to the District Special Assessments, except to the extent that the end-user of the North Phase Anchor site has provided its prior written consent to such District Special Assessments, which consent may be withheld for any reason or no reason in the end-user's sole and absolute discretion, provided, however, that such prior written consent shall not be required if the end-user of the North Phase Anchor site that the parties hereto anticipate will initially acquire the North Phase Anchor site from the Developer does not acquire the North Phase Anchor site.

ARTICLE VII

GENERAL PROVISIONS

7.1. Developer's Right of Termination.

(a) At any time prior to the delivery of the Certificate of Substantial Completion with respect to the North Phase, the Developer may, by giving written notice to the City, abandon the Work and terminate this Agreement.

(b) At any time prior to the delivery of the Certificate of Substantial Completion with respect to the South Phase, the Developer may, by giving written notice to the City, abandon the Work with respect to the South Phase and terminate this Agreement.

7.2. City's Right of Termination.

(a) Subject to **Section 7.6**, the City may terminate this Agreement at any time prior to the delivery of a Certificate of Substantial Completion, but only if the Developer:

(1) defaults in or breaches any material provision of this Agreement and fails to cure such default or breach pursuant to **Section 7.6** (subject to extension in accordance with **Section 7.7** unless expressly stated otherwise herein); or

(2) materially breaches any representation or warranty contained in **Section 8.2**.

(b) Subject to **Section 7.6**, the City may terminate this Agreement with respect to the South Phase only at any time following the delivery of the Certificate of Substantial Completion for the North Phase and prior to the delivery of the Certificate of Substantial Completion for the South Phase, but only if the Developer:

(1) defaults in or breaches any material provision of this Agreement and fails to cure such default or breach pursuant to **Section 7.6** (subject to extension in accordance with **Section 7.7** unless expressly stated otherwise herein); or

(2) materially breaches any representation or warranty contained in **Section 8.2**.

7.3. Results of Termination. If this Agreement is terminated pursuant to **Section 7.1** or **Section 7.2**, then:

(1) except as provided in **Section 3.1(e)**, all TIF Obligations shall remain outstanding and shall be on parity with any subsequent TIF Obligations issued in connection with the RPA 1 Redevelopment Project; and

(2) the Developer shall have no further obligations to the City with respect to the RPA 1 Redevelopment Project, except those that expressly survive pursuant to **Section 7.18**.

7.4. Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate and shall become null and void on that date which is the latest of (a) 23 years from the date of adoption of the TIF Ordinances, (b) the payment of all Reimbursable Redevelopment Project Costs and the retirement in full of all TIF Obligations, or (c) the delivery of a written notice by the

City (and recordation of a copy of such notice with the St. Louis County Recorder of Deeds) that this Agreement has been fully terminated pursuant to Section 7.1 or 7.2.

7.5. Successors and Assigns; Transfers to Tax-Exempt Organizations.

(a) Successor and Assigns.

(1) This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective successors and assigns.

(2) Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the RPA 1 Redevelopment Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, except as set forth below, prior to the City's acceptance of a Certificate of Substantial Completion, the Developer may not sell any Property it owns or assign its rights or obligations hereunder without the City's prior written approval, which such approval shall not be unreasonably withheld, conditioned or delayed.

(3) The Developer may, without the City's prior approval:

(A) assign all of its rights, duties and obligations hereunder to a Related Party if (i) such entity expressly assumes all of the Developer's rights, duties and obligations hereunder, (ii) such entity provides evidence as required by Section 7.9, (iii) the Developer provides at least 15 days' advance written notice of the proposed assignment (and a copy of the proposed assignment agreement) to the City, and (iv) the Developer promptly provides a copy of the executed assignment to the City; or

(B) encumber or collaterally assign its interests in the Property or any portion thereof to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs or associated costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment and for the successor to further transfer the property to its successors; or

(C) lease or sell portions of RPA 1 to tenants or other end-users in the ordinary course of the development, which lease or sale shall not constitute an assignment of any rights or interests of the Developer under this Agreement and such tenants or other end-users leasing or purchasing a portion of the Property within RPA 1 shall not assume the obligations of the Developer under this Agreement; and/or

(D) designate the entity or party to which the TIF Notes shall be issued or endorsed by delivering written notice of such designation to the City and assign or endorse all of Developer's rights in any TIF Notes to such entity or party.

(b) *Tax-Exempt Organizations.* Except in connection with relocating any tenants within RPA 1, the Developer, without the prior written consent of the City, shall not, until all Reimbursable Redevelopment Project Costs have been paid (including TIF Obligations issued to finance such Reimbursable Redevelopment Project Costs), sell all or any portion of the Property to an organization exempt from payment of ad valorem property taxes, unless such organization agrees to pay to the City, for deposit into the Special Allocation Fund, payments in lieu of taxes equal to the ad valorem real property taxes that would be due on such portion of the Property, but for the organization's exempt status. Any organization that is or may become exempt from payment of ad valorem property taxes shall, by its purchase of a portion of the Property and for each year that it is exempt from paying ad valorem property taxes on such portion of the Property, agree to pay to the City, for deposit into the Special Allocation Fund, payments in lieu of taxes equal to the ad valorem real property taxes that would be due on such portion of the Property, but for the organization's exempt status. This obligation to make payments in lieu of taxes shall terminate upon the retirement of all TIF Obligations. This requirement shall be a covenant running with the land and shall be enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement.

7.6. **Remedies.** Notwithstanding anything to the contrary contained herein, in the case of any default in or breach of any term or condition of this Agreement by either party, the defaulting or breaching party shall, upon written notice from the other party specifying such default or breach, cure or remedy such default or breach within 30 days after receipt of notice (or such longer period as shall be reasonably required to cure such default, provided that the breaching party (a) has commenced such cure within said 30-day period and (b) diligently pursues such cure to completion. If such cure or remedy is not completed or diligently pursued, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party or to terminate this Agreement (provided, however, that any termination after the issuance of any TIF Obligations shall not affect the validity of the TIF Obligations or the City's obligations to apply Available Revenues in the manner described in Section 6.3).

7.7. **Extensions of Time for Performance.**

(a) Upon satisfaction of the provisions of paragraph (b) of this Section, neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; acts of terrorism; significant escalation of hostilities involving U.S. armed forces; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the applicable portion of the Work, including approval of the Approved Site Plan for the RPA 1 Redevelopment Project (but only if the Developer files all necessary documentation relating thereto in a timely manner considering the dates set forth in Section 3.3 of this Agreement); shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other causes beyond the reasonable control of the party required to perform, including, but not limited to, any referendum, litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the RPA 1 Redevelopment Project, the TIF Obligations, this Agreement or any other litigation that adversely affects the acquisition of the Property and/or development of the RPA 1 Redevelopment Project. The parties agree that, to their knowledge, no event of force majeure exists at the time of execution of this Agreement.

(b) No event under (a) shall be deemed to exist (1) as to any matter that could have been avoided by the exercise of due care in accordance with industry standards, (2) as to any matter

unreasonably perpetuated by the Developer, and (3)(A) unless the Developer uses good faith efforts to provide the City Manager with a written notice within 20 days of the Developer's knowledge of the commencement of such claimed event specifying the event of force majeure, or (B) the Developer demonstrates to the City Manager's reasonable satisfaction that the Developer has diligently pursued its obligations under this Agreement, but for reasons beyond the Developer's control, has been unable to complete such obligations within the time specified in this Agreement. Times for performance shall be extended only for the amount of delay resulting from the event of force majeure. In no event shall times for performance be extended by more than one year for all events of force majeure.

7.8. **Notices.** Any notice, demand or other communication required by this Agreement to be given by one party hereto to another shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, delivered personally, or transmitted electronically (and receipt confirmed by telephone or electronic read receipt):

(a) If to the City:

City of University City
6801 Delmar Boulevard
University City, Missouri 63301
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) If to the Developer:

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

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph. A duplicate copy of each notice or other communication given hereunder shall be given to each other party.

7.9. Insurance; Damage or Destruction of Redevelopment Project.

(a) In accordance with Section 3.4, the Developer will obtain or cause its contractors to maintain the insurance policies as hereinafter set forth at all times during the process of constructing the Work and continuing so long as any TIF Obligations are outstanding. The Developer shall, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(1) During the construction of the Work, builder's risk insurance in a commercially reasonable amount;

(2) Commercial liability insurance with coverages of not less than the current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri, as amended (which for calendar year 2019 is equal to \$2,865,330 for all claims arising out of a single accident or occurrence and \$429,799 for any one person in a single accident or incurrence). Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation-adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri, as amended; and

(3) Workers' Compensation insurance, with statutorily required coverage.

(b) The policies of insurance required pursuant to clause (2) above shall be in form and content reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State with a financial strength rating of not less than A- and a financial size category of not less than VIII as designated in the most current available "Best's" insurance reports. The policies of insurance delivered pursuant to clause (2) above shall name the City as an additional insured, shall be primary and non-contributory with respect to any insurance maintained by the City, and shall contain an agreement of the insurer to give not less than 30 days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. The Developer shall deliver or cause to be delivered to the City evidence, in the form of certificates of insurance, of all insurance to be maintained hereunder. The certificates of insurance shall state that "the City of University City is an additional insured on a primary and non-contributory basis."

(c) The Developer shall provide evidence (in form and substance reasonably acceptable to the City Attorney or special counsel retained by the City) that the insurance policy referenced in paragraph (a)(2) or another applicable policy includes contractual liability insurance covering the Developer's obligations to indemnify the City, as provided in this Agreement, by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of "A-" or better). Simultaneously with the delivery of this Agreement and annually thereafter prior to the acceptance or deemed acceptance of the Certificate of Substantial Completion for the North Phase portion of the Work, the Developer shall provide to the City Attorney evidence of continued insurance demonstrating compliance with this subsection. The Developer agrees to provide immediate written notice to the City when the cancellation, termination, expiration or modification of the applicable contractual liability policy occurs.

(d) The Developer hereby agrees that, so long as any TIF Obligations are outstanding, if any portion of the RPA 1 Redevelopment Project is damaged or destroyed, in whole or in part, by fire or other casualty (whether or not covered by insurance), or by any taking in condemnation proceedings or the exercise of any right of eminent domain, the RPA 1 Redevelopment Project may be restored, replaced or rebuilt with such alterations or changes as may be approved in writing by the City, which approval shall not be unreasonably withheld or delayed; subject, however, to the rights and prior claims of (and subject to the application of such proceeds pursuant to the direction of) any Project Lender. The Developer (upon learning of the same) shall give prompt written notice to the City of any damages or destruction to any portion of the RPA 1 Redevelopment Project by fire or other casualty, irrespective of the amount of such damage or destruction, and in such circumstances the Developer shall make the portions of RPA 1 that it controls safe and in compliance with all applicable laws as provided herein.

(e) These covenants are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

7.10. Inspection. The City may conduct such periodic inspections of the Work as may be generally provided in the Municipal Code. In addition, the Developer shall allow other authorized representatives of the City access from time to time upon reasonable advance notice to that portion of the site within the Developer's control for inspection of the RPA 1 Redevelopment Project. The Developer shall also allow the City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the design and construction of their respective portions of the Work as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement. The Developer shall advise each contractor for the RPA 1 Redevelopment Project of the contractor's obligations under the Municipal Code regarding permits and inspections. The provisions of this Section shall terminate upon the approval or deemed approval of the Certificate of Substantial Completion relating to the applicable portion of the Work.

7.11. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State for all purposes and intents. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this Agreement consent to the jurisdiction and venue of such court.

7.12. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

7.13. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

7.14. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

7.15. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

7.16. Actions Contesting the Validity and Enforceability of the Redevelopment Plan.

(a) Before the issuance of the TIF Bonds, if a third party brings an action against the City or the City's officials, agents, employees or representatives contesting the validity or legality of the TIF Ordinances, the Redevelopment Area, the RPA 1 Redevelopment Project, the Redevelopment Plan, the TIF Notes, this Agreement or the City's or the TIF Commission's consideration of any of the foregoing, the Developer may, at its option, assume the defense of such claim or action with counsel of the Developer's choosing, but the Developer may not settle or compromise any claim or action for which the Developer has assumed the defense without the prior approval of the City. If the City does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action or any portion of any settlement or compromise in excess of the settlement or compromise the Developer would agree to. The parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding; provided, the Developer and their counsel shall consult with the City throughout the course of any such action and the Developer shall pay all reasonable and necessary costs incurred by the City in connection with such action. All costs of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to **Article IV** hereof. The City shall have no obligation to defend the validity or legality of the TIF Ordinances, the Redevelopment Area, the RPA 1 Redevelopment Project, the Redevelopment Plan, the TIF Notes, this Agreement or the City's or the TIF Commission's consideration of the foregoing if the Developer chooses not to assume the defense of such claim or action as described above.

(b) In addition, if a third party brings an action against the City or the City's officials, agents, employees or representatives with respect to any other matter as to which the Developer is obligated to indemnify pursuant to **Section 7.17(b)**, the Developer may, at its option, assume the defense of such claim or action with counsel of the Developer's choosing, but the Developer may not settle or compromise any claim or action for which the Developer have assumed the defense without the prior approval of the City. If the City does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action or any portion of any settlement or compromise in excess of the settlement or compromise the Developer would agree to. The parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding; provided, the Developer and their counsel shall consult with the City throughout the course of any such action and the Developer shall pay all reasonable and necessary costs incurred by the City in connection with such action.

7.17. Release and Indemnification.

(a) *Releases.* Notwithstanding anything herein to the contrary, the City and its elected officials, officers, agents, servants, employees and independent contractors shall not be liable to the Developer for any damages or losses (including injuries and deaths) (1) resulting from any part of the TIF Act, or any ordinance adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, being declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof, (2) occurring at or about or resulting from the construction of the Work and the maintenance of the RPA 1 Redevelopment Project or (3) resulting from any lawful decision made or position taken by the City relating in any manner whatsoever to this Agreement, the Redevelopment Plan, the RPA 1 Redevelopment Project, the Approved Site Plan, the Work or the Property. The Developer hereby acknowledges and agrees that (A) all covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its elected officials, officers, agents, servants or employees in their individual capacities and (B) no official, employee or representative of the City shall be personally liable to the Developer.

(b) *Indemnifications.* The Developer covenants and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, agents, servants, employees and independent contractors against any loss or damage to property or any injury to or death of any person:

(1) occurring or resulting from (A) the acquisition of the Property, including, but not limited to, damages related to the abandonment of condemnation proceedings and (B) the construction of the Work, including, but not limited to, the location of hazardous wastes, hazardous materials or other environmental contaminants on the Property and the design and development of the RPA 1 Redevelopment Project;

(2) connected in any way to the negligence or willful misconduct of the Developer, their employees, agents or independent contractors; or

(3) resulting from the lack of compliance by the Developer with any state, federal or local environmental law, regulation or ordinance applicable to the Property.

The indemnification provided under this Section includes all costs of defense, including attorneys' fees, interest fees and other penalties. Notwithstanding anything to the contrary contained herein, the indemnity provided in this Section will not extend to any matters arising out of the negligence or intentional misconduct of the City and its elected officials, officers, agents, servants, employees and independent contractors and, further, the Developer retains a contractual remedy against the City in the event of a material breach of this Agreement on the part of the City.

(c) The releases and indemnifications contained in this Section shall survive termination or expiration of this Agreement, but nothing in this Agreement (including Section 7.19) shall be construed to require the Developer to indemnify the City, its elected officials, officers, employees, agents and independent contractors for any claims related to actions or events that occur after the termination of this Agreement.

7.18. Survival. Notwithstanding anything to the contrary in this Agreement, the following provisions shall survive the expiration or termination of this Agreement: (a) the Developer's

reimbursement obligation in **Section 2.2** with respect to costs incurred by the City prior to termination of this Agreement; (b) the Developer's payment obligation under **Section 2.3(a)**, if the Developer sells or leases a portion of the Property to an end-user or tenant that will occupy at least 100,000 square feet; (c) the limitation on liability in **Section 7.15**; and (d) the provisions of **Sections 7.16 and 7.17**.

7.19. Maintenance of the Property. The RPA 1 Redevelopment Project shall remain in compliance with all provisions of the Municipal Code relating to maintenance and appearance during the construction of the RPA 1 Redevelopment Project or any portions thereof. The obligations under this Section shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

7.20. Enforcement of Agreement. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled to obtain an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof.

7.21. Recording of Agreement. Promptly after its acquisition of the Property, the Developer shall cause the obligations arising pursuant to this Agreement to be a covenant running with the land by recording this Agreement or a memorandum of this Agreement in the real estate records of St. Louis County, Missouri. Upon the expiration or termination of this Agreement, the City will, at the expense and request of the Developer, join with the Developer to execute and record a notice of such expiration or termination in the real estate records of St. Louis County, Missouri.

7.22. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity.

7.23. No Third Party Beneficiaries. This Agreement constitutes a contract solely between the City and the Developer. No third party has any beneficial interest in or derived from this Agreement.

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES

8.1. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof:

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation.* To the City's knowledge, with the exception of an investigation by the Missouri Attorney General's office regarding the City's compliance with the Missouri Sunshine Law, Chapter 610 of the Revised Statutes of Missouri, as amended, no litigation, proceedings or investigations are pending or threatened against the City with respect to the RPA 1 Redevelopment Project or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or

which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of, the terms and provisions of this Agreement.

(c) *Governmental or Corporate Consents.* No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(d) *No Default.* No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

(e) *Authority.* The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including, but not limited to, the right, power and authority to issue and sell the TIF Obligations, and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the TIF Obligations, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(f) *Accuracy of Financial Analyses.* The City and its consultants have generated various financial analyses concerning the performance of the RPA 1 Redevelopment Project. These analyses involved many variables and assumptions and, accordingly, the City cannot and will not make any representations such analyses were or are true and accurate.

8.2. Representations of the Developer. The Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation.* To the Developer's knowledge (including the knowledge of any member of the Developer executing this Agreement), no litigation, proceedings or investigations are pending or threatened against the Developer (or any member of the Developer) with respect to the RPA 1 Redevelopment Project or against the RPA 1 Redevelopment Project. In addition, to the Developer's knowledge (including the knowledge of any member of the Developer executing this Agreement), no litigation, proceedings or investigations are pending or threatened against the Developer (or any member of the Developer) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer (or any member of the Developer) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer (or any member of the Developer) of, the terms and provisions of this Agreement.

(c) *Governmental or Corporate Consents.* To the Developer's knowledge, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery

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

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

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

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

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

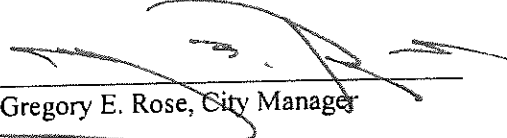
8.3. Community Children Service's Fund. The City and the Developer acknowledge that, in compliance with the Missouri General Assembly's intent expressed in Section 67.1776 of the Revised Statutes of Missouri, as amended, tax increment financing within RPA 1 will not capture any of the Community Children's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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF UNIVERSITY CITY, MISSOURI

By:


Gregory E. Rose, City Manager

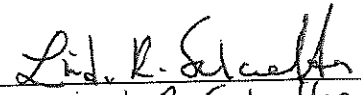
ATTEST:


LaRette Reese, City Clerk

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

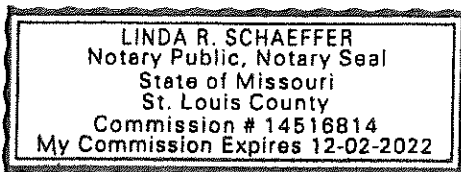
On this 13 day of June, 2019, before me appeared **GREGORY E. ROSE**, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said **GREGORY E. ROSE** acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

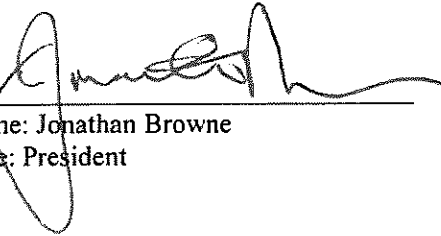

Name: Linda R. Schaeffer
Notary Public – State of Missouri
Commissioned in St. Louis County

(SEAL)

My Commission Expires:



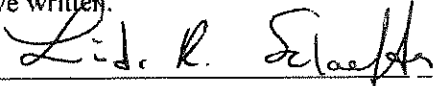
U. CITY TIF CORPORATION

By: 
Name: Jonathan Browne
Title: President

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

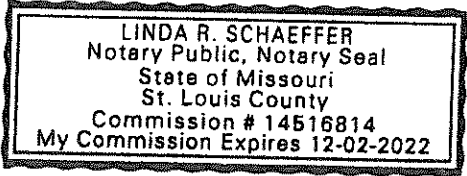
On this 13 day of June, 2019, before me appeared JONATHAN BROWNE, to me personally known, who, being by me duly sworn, did say that he is the President of U. CITY TIF CORPORATION, a Missouri corporation, and that he is authorized to sign the foregoing instrument on behalf of said corporation, and acknowledged to me that he executed the within instrument as said corporation's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

(SEAL)

My Commission Expires:
12/02/2022



U. CITY, L.L.C.

By: [Signature]
Name: Jonathan Browne
Title: Authorized Representative

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

On this 13 day of June, 2019, before me appeared JONATHAN BROWNE, to me personally known, who, being by me duly sworn, did say that he is the Authorized Representative of U. CITY, L.L.C., a Missouri limited liability company, and that he is authorized to sign the foregoing instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument as said limited liability company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

(SEAL)

My Commission Expires:

12/02/2022

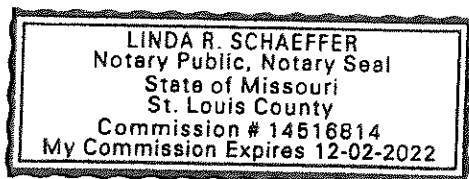


EXHIBIT A
LEGAL DESCRIPTION OF RPA 1

--- PROPERTY BOUNDARY DESCRIPTION ---

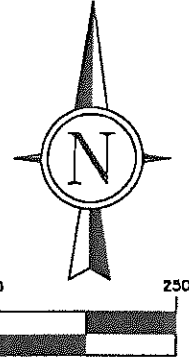
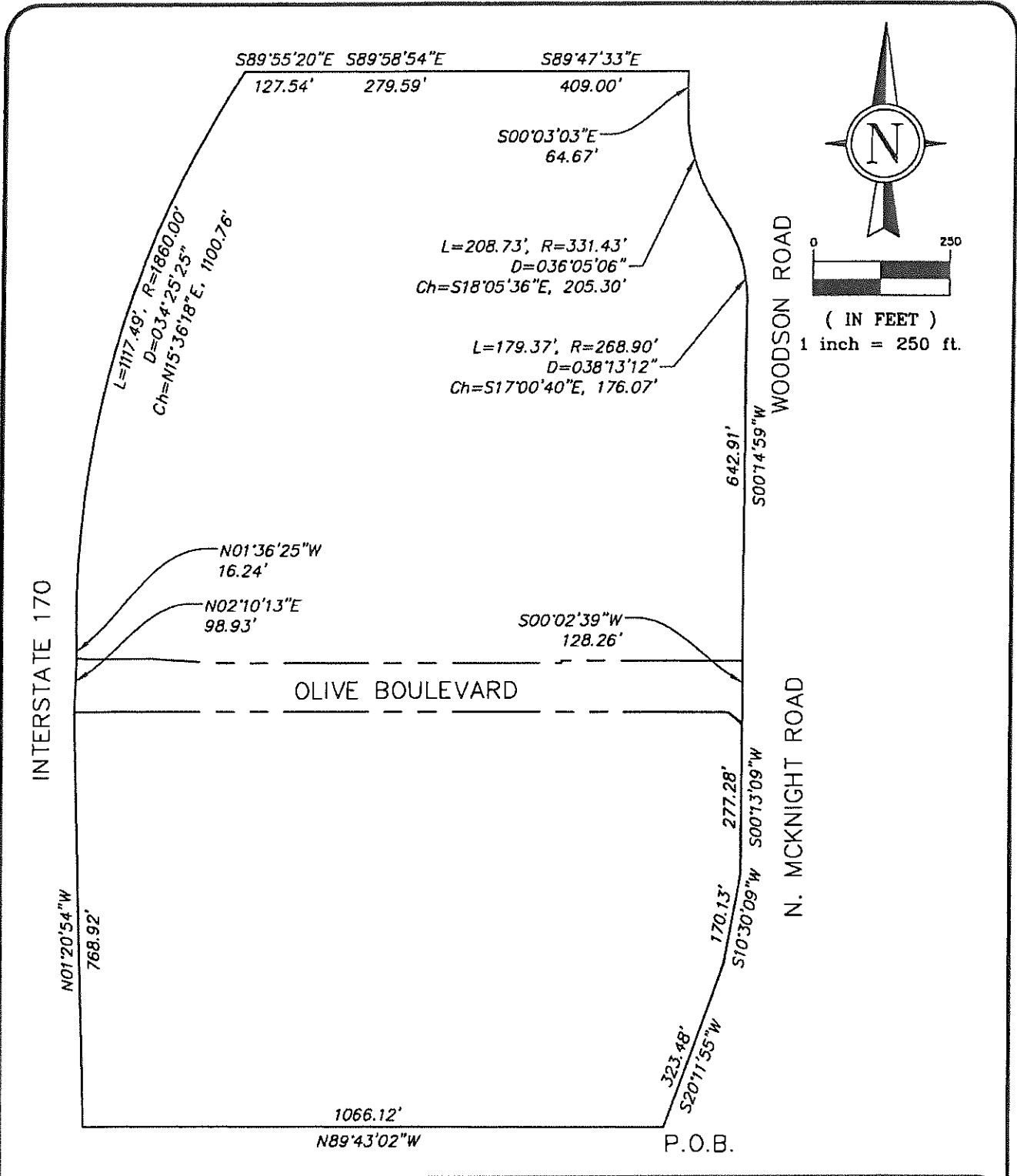
RPA 1

A tract of land situated in the City of University City, the County of St. Louis and the State of Missouri, being all of Lots 1 and 2 of Beckman Subdivision as recorded in Plat Book 238, page 100 of the Land Records of said St. Louis County Missouri, all of a tract of land conveyed to Wallace M McNeil as recorded in Deed Book 17791, page 3849 of said Land Records, all of a tract of land conveyed to St. Louis County Catholic Church Real Estate Corporation as recorded in Deed Book 17765, page 4123 of said Land Records, all of a tract of land conveyed to Torah Center / Midwest, Inc. as recorded in Deed Book 8540, page 1492 of said Land Records, part of Blocks 1, 2 and 3 of St. Patrick Courts, a subdivision recorded in Plat Book 48, page 33 of said Land Records, all of the Resubdivision of Lots 3 and 4 of Beyers Subdivision, a subdivision recorded in Plat Book 297, page 24 of said Land Records, part of Beyers Subdivision, a subdivision recorded in Plat Book 272, page 30 of said Land Records, all of Lots 1 through 13 of McKnight Downs, a subdivision recorded in Plat Book 55, page 89 of said Land Records, a tract of land conveyed to U City LLC as recorded in Deed Book 22858, page 585 of said Land Records, all of Lots 1 through 11 of St. Patrick Place, a subdivision recorded in Plat Book 89, page 10 of said Land Records, all of a tract of land conveyed to CEB Real Estate Enterprises, LTD, as recorded in Deed Book 9633, page 2111 of said Land Records, all of a tract of land conveyed to TSAI's Investment Inc., as recorded in Deed Book 22414, page 2353 of said Land Records, all of a tract of land conveyed to TSAI's Investment Inc., as recorded in Deed Book 17467, page 1947 of said Land Records, all of that part of the following right-of-ways: Elmore Court, 50 feet wide, Richard Court, 50 feet wide, Orchard Court, 50 feet wide, Briscoe Place, 50 feet wide, Mayflower Court, 50 feet wide, and being more particularly described as follows:

COMMENCING at the Northeast corner of a tract of land conveyed to Booker Gilliam as recorded in Deed Book 13658, page 445 of said Land Records, said tract of land also being Lot 59 of McKnight Heights, a subdivision recorded in Plat Book 54, page 41 of said Land Records, said Northeast corner being on the Western right-of-way line of McKnight Road and being the TRUE POINT OF BEGINNING of the tract herein described; thence leaving said Western right-of-way line and along the North line of said McKnight Heights subdivision, North 89 degrees 43 minutes 02 seconds West, a distance of 1066.12 feet to the Eastern line of 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 line of McKnight Height subdivision and along said Eastern Line of Bi-State Development Agency of the Missouri-Illinois Metropolitan District tract, including crossing Olive Boulevard right-of-way, the following courses and distances: North 01 degrees 20 minutes 54 seconds West, a distance of 768.92 feet; North 02 degrees 10 minutes 13 seconds East a distance of 98.93 feet; thence North 01 degrees 36 minutes 25 seconds West, a distance of 16.24 feet to a point of curvature; thence 1117.49 feet along the arc of a curve to the right having a radius of 1860.00 feet, through a central angle of 34 degrees 25 minutes 25 seconds, with a chord that bears North 15 degrees 36 minutes 18 seconds East, a distance of 1100.76 feet to the intersection of said Eastern line of Bi-State Development Agency of the Missouri-Illinois Metropolitan District tract and the Southern line of a Alfred Avenue, a private right-of-way 40 feet wide, as shown on T.K.G. Subdivision, a subdivision recorded in Plat Book 269, page 65 of said Land Records; thence leaving said Eastern line and along said Southern line of Alfred Avenue the following courses and distances: South 89 degrees 55 minutes 20 seconds East, a distance of 127.54 feet; thence South 89 degrees 58 minutes 54 Seconds East, a distance of 279.59 feet; thence South 89 degrees 47 minutes 33 seconds East 409.00 feet to the Western right-of-way line of Woodson Road, variable width; thence leaving said Southern Line and along said Western right of line of Woodson Road and McKnight Road, including crossing Olive Boulevard right-of-way the following courses and distances:

South 00 degrees 03 minutes 03 seconds East, a distance of 64.67 feet to a point of curvature; thence 208.73 feet along the arc of a curve to the left having a radius of 331.43 feet, through a central angle of 36 degrees 05 minutes 06 seconds, with a chord that bears South 18 degrees 05 minutes 36 seconds East, a distance of 205.30 feet to a point of reverse curvature; thence 179.37 feet along the arc of a curve to the right, having a radius of 268.90 feet, through a central angle of 38 degrees 13 minutes 12 seconds, with a chord that bears South 17 degrees 00 minutes 40 seconds East, a distance of 176.07 feet; thence South 00 degrees 14 minutes 59 seconds West, a distance of 642.91 feet; thence South 00 degrees 02 minutes 39 seconds West, a distance of 128.26 feet; thence South 00 degrees 13 minutes 09 seconds West, a distance of 277.28 feet; thence South 10 degrees 30 minutes 09 seconds West, a distance of 170.13 feet; thence South 20 degrees 11 minutes 55 seconds West, a distance of 323.48 feet to the point of beginning;

Containing 51.143 Acres according to survey by Grimes Consulting, Inc. dated June 2019.



(IN FEET)
 1 inch = 250 ft.

GRIMES CONSULTING, INC.
 Civil Engineering & Surveying Services

12300 OLD TESSON ROAD, SUITE 3000
 ST. LOUIS, MO. 63128
 PH. (314) 849-6100
 FAX (314) 849-6010
 www.grimesconsulting.com

DRAWN BY: JLW	DATE: 6/13/19	CHECKED BY: EEG	DATE: 6/13/19	JOB NUMBER: 3082	SHEET: 1 of 2
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--- PROPERTY BOUNDARY DESCRIPTION ---

--- RPA 1 ---

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Containing 51.143 Acres according to survey by Grimes Consulting, Inc. dated June 2019.

GRIMES CONSULTING, INC.

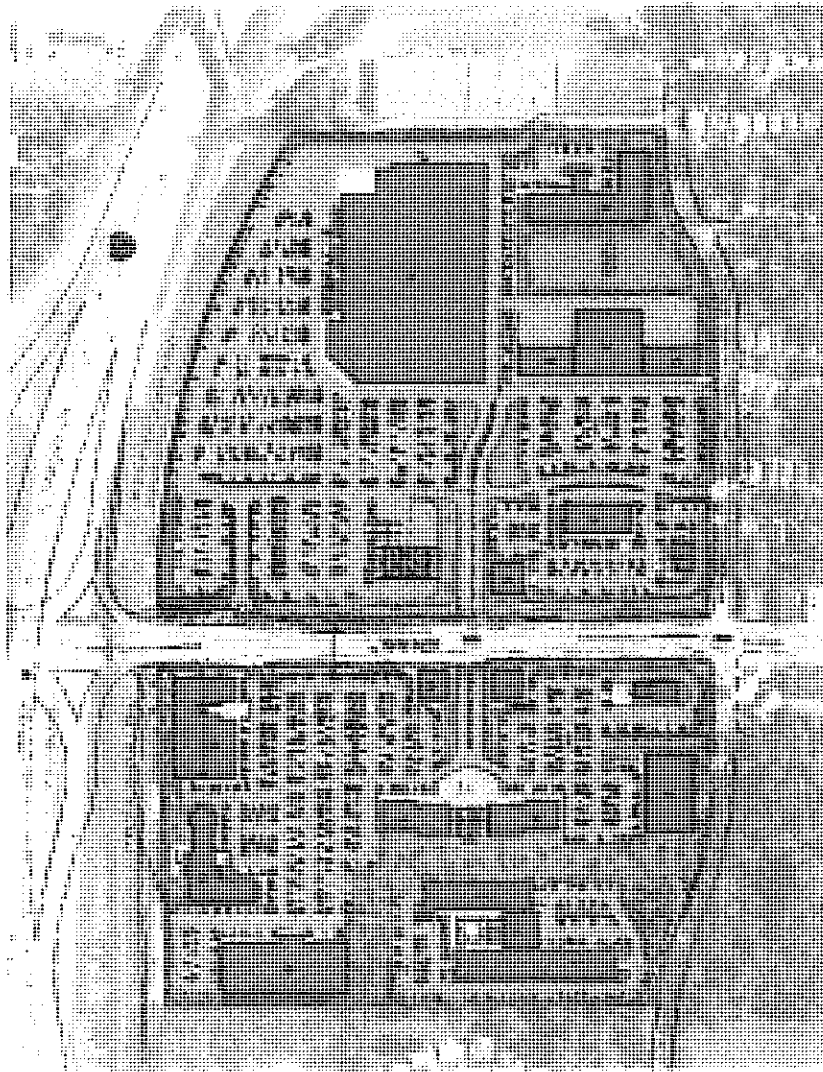
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DRAWN BY: JLW	DATE: 6/13/19	CHECKED BY: EEG	DATE: 6/13/19	JOB NUMBER: 3082	SHEET: 2 of 2
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EXHIBIT B

CONCEPT SITE PLAN



PROJECT DATA

BUILDING	SQ FT	PARKING REQ
A ANCHOR	120,000 SF	276 PS
SUB-TOTAL	120,000 SF	276 PS
PARKING PROVIDED		276 PS
B RETAIL	4,000 SF	43 PS
C RETAIL	22,000 SF	113 PS
D RETAIL	8,000 SF	43 PS
E RETAIL	10,000 SF	53 PS
F RETAIL	10,000 SF	53 PS
G RETAIL	3,000 SF	28 PS
SUB-TOTAL	47,000 SF	230 PS
PARKING PROVIDED		230 PS
H RETAIL	4,000 SF	43 PS
I RETAIL	4,000 SF	43 PS
J RETAIL	20,000 SF	107 PS
K RETAIL	17,000 SF	69 PS
SUB-TOTAL	45,000 SF	262 PS
PARKING PROVIDED		262 PS
L RETAIL	12,000 SF	60 PS
M RETAIL	14,000 SF	70 PS
N RETAIL	14,000 SF	70 PS
O OFFICE	50,000 SF	250 PS
P THEATER	30,000 SF	150 PS
SUB-TOTAL	120,000 SF	600 PS
PARKING PROVIDED		600 PS

PROPOSED SITE PLAN



INTERSTATE 170 AND OLIVE BLVD.
 UNIVERSITY CITY, MISSOURI
 17-018 PSP 82 01.15.18

ARCHITECTURAL FIRM
 17-018 PSP 82 01.15.18

EXHIBIT C

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

Certificate of Substantial Completion [North Phase / South Phase]

The undersigned, U. City, L.L.C. and U. City TIF Corporation (collectively, the "*Developer*"), pursuant to that certain Redevelopment Agreement dated as of June 13, 2019, between the City of University City, Missouri (the "*City*") and the Developer (the "*Agreement*"), hereby certifies to the City as follows:

1. As of _____, 20____, the [*Initial Work with respect to the North Phase / Initial Work with respect to the South Phase*] (as such terms are defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. The applicable portion of the Work has been performed in a workmanlike manner and in accordance with the Construction Plans (as defined in the Agreement).
3. Lien waivers for the applicable portion of the Work have been obtained.
4. This Certificate of Substantial Completion is accompanied by one or more architect's or engineer's certificate(s) of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), which, when taken together, certify that the applicable portion of the Work has been substantially completed in accordance with the Agreement.
5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the applicable portion of the Work.
6. The City's acceptance (below) or the City's failure to object in writing to this Certificate within 30 days from the receipt of written notice of its failure to approve or provide written objections to this Certificate pursuant to **Section 3.11** of the Agreement (which written objection, if any, must be delivered to the Developer prior to the end of such 30-day period), and the recordation of this Certificate with the St. Louis County Recorder of Deeds shall evidence the satisfaction of the Developer's agreements and covenants to perform the applicable portion of the Work.

This Certificate shall be recorded in the office of the St. Louis County Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20__.

U. CITY, L.L.C.

By: _____
[Name], [Title]

U. CITY TIF CORPORATION

By: _____
[Name], [Title]

ACCEPTED:

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
[Name], [Title]

(Insert Notary Form(s) and Legal Description)

EXHIBIT D

**FORM OF CERTIFICATE OF
REIMBURSABLE REDEVELOPMENT PROJECT COSTS**

Certificate of Reimbursable Redevelopment Project Costs

TO: City of University City, Missouri
6801 Delmar Boulevard
University City, Missouri 63301
Attention: City Manager

Re: City of University City, Missouri, RPA 1 of the Olive Boulevard Commercial Corridor and Residential Conversation Redevelopment Area

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of June 13, 2019 (the "*Agreement*") between the City of University City, Missouri (the "*City*") and U. City, L.L.C. and U. City TIF Corporation (collectively, the "*Developer*"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1**, attached hereto and incorporated herein by reference, is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the RPA 1 Redevelopment Project.
2. These Reimbursable Redevelopment Project Costs have been paid by the Developer and are reimbursable under the TIF Ordinances and the Agreement and have not been, and will not be, reimbursed by the District.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from the Project Fund established pursuant to the Note Ordinance, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.
6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Approved Site Plan and the Agreement.
7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

8. The Developer believes that all or a portion of the costs to be reimbursed under this Certificate may constitute advances qualified for Tax-Exempt Notes.

Yes: _____ No: _____

9. The Developer is not in material default or breach of any term or condition of the Agreement.

Dated this _____ day of _____, 20__.

U. CITY, L.L.C.

By: _____
[Name], [Title]

U. CITY TIF CORPORATION

By: _____
[Name], [Title]

Approved for Payment this _____ day of _____, 20__:

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
[Name], [Title]

EXHIBIT E

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

Interest Rate: _____

Maturity Date: [_____], 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 set forth above (as may be adjusted pursuant to the below-defined Agreement).

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 on each Interest Payment Date.

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 (the "Agreement"), between the City and U. City, L.L.C. and U. City TIF Corporation (collectively, the "Developer").

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS NOTE TERMINATE ON THE MATURITY DATE, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL. REFERENCE IS MADE TO THE AGREEMENT AND THE INDENTURE 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 on the Register at the maturity or redemption date hereof, upon presentation and surrender of this Note at the principal corporate trust office of _____, St. Louis, Missouri (the "Trustee") or such other office as the Trustee shall designate. 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 by such registered Owner, not less than 15 days prior to the Record Date for such interest, 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 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 TIF 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 RPA 1 Redevelopment Project), Series [A/B]," which together with other 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 RPA 1 Redevelopment Project), Series [A/B]," aggregate a principal amount of up to \$_____ (collectively the "TIF Notes"). The TIF Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with the RPA 1 Redevelopment Project described in the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan, under the authority of and in full compliance with the City Charter, 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, inclusive, of the Revised Statutes of Missouri, as amended (the "Act"), and pursuant to a Trust Indenture dated as of _____, 20____, 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 TIF Notes constitute special, limited obligations of the City payable as to principal, premium, if any, and interest solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee pursuant to the Indenture.

"Pledged Revenues" means all Available Revenues and all moneys held in the Revenue Fund and the Debt Service Fund under the Indenture, together with 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, all Economic Activity Tax Revenues on deposit in the EATS Account and all District Revenues on deposit in the District Revenues Account of the Special Allocation Fund that have been appropriated to the repayment of the TIF Notes, and (c) all City Revenues in the City Revenues Account, excluding in all cases (i) any amount paid under protest

until the protest is withdrawn or resolved against the taxpayer and (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City that challenges the collection of such sum.

"Payments in Lieu of Taxes" means those payments in lieu of taxes (as defined in Sections 99.805 and 99.845 of the Act) attributable to the increase in the current equalized assessed valuation of all taxable lots, blocks, tracts and parcels of real property in RPA 1 over and above the certified total initial equalized assessed valuation of the real property in RPA 1, as provided for by Section 99.855 of the Act.

"Economic Activity Tax Revenues" means 50% of the total additional revenues from taxes which are imposed by the City or any other taxing district (as that term is defined in Section 99.805 of the Act) and which are generated by economic activities within RPA 1 over the amount of such taxes generated by economic activities within RPA 1 in the calendar year prior to the adoption of tax increment financing within RPA 1, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments and taxes imposed pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, and any other taxes excluded from tax increment financing by Missouri law.

"District Revenues" means any and all revenues generated by the District Sales Tax, District Special Assessments, and District Hotel Assessments that are appropriated by the District and deposited into the District Revenues Account.

The Owner understands that, if the Developer does not provide information required by the Agreement with respect to utility usage within RPA 1, the City will not be able to calculate the amount of Economic Activity Tax Revenues attributable to utility tax revenues. By purchasing this Note, the Owner hereby waives any claim to utility tax revenues and use tax revenues and agrees to bring no suit, claim or other action against the City seeking the deposit of utility tax revenues or use tax revenues into the Special Allocation Fund. Except as otherwise provided in the Agreement, all utility tax revenues and use tax revenues generated from RPA 1 will be declared as surplus by the City pursuant to the TIF Act.

The TIF 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 TIF Commission, the commissioners of said TIF Commission, the officers and employees of the City, the officers and employees of the District nor any person executing the TIF Notes shall be personally liable for such obligations by reason of the issuance thereof.

Net Proceeds shall be applied to the payment of the TIF Notes in the manner prescribed in the Indenture.

The City agrees to direct the officer of the City charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the City Council for each fiscal year that Notes are outstanding a request for an appropriation of all moneys on deposit in the EATS Account and the District Revenues Account of the Special Allocation Fund for application in the manner described above.

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

The TIF 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 the Indenture) equal to the amount which, 40 days (10 days if all of the TIF Notes are owned by the Developer) 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.

All Taxable Notes shall be redeemed prior to the Tax-Exempt Notes.

If any of the TIF 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 (5 days if all of the TIF Notes are owned by the Developer) 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 TIF Notes or portions of TIF 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 TIF Notes or portions of TIF 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.

The TIF Notes are issuable in the form of fully-registered TIF Notes in the denomination of \$0.01 or any integral multiple thereof.

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 THAT TERM IS DEFINED IN THE INDENTURE. 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 on the Register 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.

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 TIF 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 or facsimile signature of its City Manager and attested by the manual or facsimile 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

CERTIFICATE OF AUTHENTICATION

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

Dated: _____, 20__

[TRUSTEE], as Trustee

By: _____
Authorized Signatory

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 TIF Notes described in the within-mentioned Indenture.

<u>Date</u> ⁽¹⁾	<u>Additions to Principal Amount</u> ⁽²⁾	<u>Principal Amount Paid</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 Acceptance by the City of related Certificate of Reimbursable Redevelopment Project Costs (which constitutes Date of Registration with respect to such portion of the Note) or Interest Payment Date. Advances are limited to one per month.

⁽²⁾ Additions to Principal Amount may not exceed \$55,500,000 until the conditions set forth in Section 5.1(d) of the Agreement are satisfied.

EXHIBIT F

FORM OF DISTRICT PROJECT AGREEMENT

DISTRICT PROJECT AGREEMENT

THIS DISTRICT PROJECT AGREEMENT (this "Agreement") is made and entered into as of _____ 2019, by and among the **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated political subdivision of the State of Missouri (the "City"), the _____ **COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the "District") and **U. CITY, L.L.C.**, a Missouri limited liability company, and **U. CITY TIF CORPORATION**, a Missouri corporation (collectively, the "Developer" and together with the City and the District, the "Parties"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the hereinafter-defined Redevelopment Agreement.

RECITALS:

1. The District was established pursuant to Ordinance No. _____ dated _____, 201__ (the "Formation Ordinance") and the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act").

2. Pursuant to the Formation Ordinance and the CID Act, the District was created for the purpose of assisting in funding certain public improvements and certain activities and improvements related to the remediation of blight within the District (the "District Project"), as described in the Formation Ordinance and a Redevelopment Agreement dated as of June 13, 2019 (the "Redevelopment Agreement") by and between the City and the Developer.

3. The City, the District and the Developer desire to enter into this Agreement, as contemplated by the Redevelopment Agreement, to set forth their respective rights and responsibilities regarding the construction and financing of the District Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Section 1. Authority of the City. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Section 2. Authority of the District. The District has the full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary District proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

Section 3. Authority of the Developer. The Developer has full corporate and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and

obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary corporate proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

Section 4. District Sales Tax. Promptly following the approval of this Agreement by the CID Board of Directors, the CID shall adopt a resolution to impose a community improvement district sales and use tax (the "District Sales Tax"). The Developer will promptly cause, through its representatives appointed to the District's Board of Directors and its capacity as a qualified voter, the CID Sales Tax to be levied by the Board of Directors and approved by the qualified voters at the rate of up to one percent (1.0%). The District Sales Tax shall be imposed as soon as possible pursuant to the terms of the CID Act and any other applicable laws and shall not be terminated so long as any Project Obligations (as defined in Section 9) remain outstanding.

Section 5. District Special Assessments and District Hotel Assessments.

(a) If the RPA 1 Redevelopment Project will include a hotel, then promptly following the approval of this Agreement by the CID Board of Directors, the Developer will, in its capacity as a property owner within the District, cause a petition to be submitted to the CID Board of Directors for imposition of the below-described "District Hotel Assessments" and for the CID Board of Directors to approve such petition and duly impose the District Hotel Assessments.

(b) The CID Board of Directors may, at its sole option and in accordance with the CID Act, impose a District Special Assessment on such portions of the Property that are subject to tax abatement pursuant to Section 6.6 of the Redevelopment Agreement. The parties agree that the amount of the District Special Assessments, if imposed and when coupled with any portion of the Unabated Property Tax Payments deposited into the Special Allocation Fund pursuant to Section 6.6(e) of the Redevelopment Agreement, will not be less than the estimated amount of Payments in Lieu of Taxes that would have been derived from the Property in the absence of approval of tax abatement pursuant to Section 6.6 of the Redevelopment Agreement.

(c) The District Hotel Assessments shall be imposed on all tracts, lots or parcels within the District that are used for the purpose of renting sleeping rooms to transient guests at the rate of \$5.00 per occupied room or suite per night.

(d) If imposed, the District Special Assessments shall not be terminated prior to the payment of the assessment due for calendar year 2041 unless all Project Obligations have been paid before such date. The District Hotel Assessments shall be imposed as soon as possible pursuant to the terms of the CID Act and any other applicable laws and shall not be terminated so long as any Project Obligations remain outstanding.

(e) Notwithstanding anything to the contrary herein, the Developer and the District will not impose the District Special Assessments if the City does not approve the 353 Approval Ordinance (as defined in the Redevelopment Agreement) and real property tax abatement, as contemplated by the Redevelopment Agreement, is not granted to the real property within the District.

Section 6. Continuing Existence of the District. Neither the District nor the Developer will take any action to dissolve the District or reduce the rate of the District Sales Tax, the District Special Assessments or the District Hotel Assessments until the funding and construction of the District Project are completed, including the retirement of the hereinafter-defined Project Obligations or any bonds, notes or other obligations issued to refund or refinance the Project Obligations.

Section 7. Governance of the District. The Parties acknowledge that under the terms of the Formation Ordinance and the CID Act, the District will be governed by a Board of Directors made up of five representatives of the owners of real property or businesses operating within the real property, who will be appointed by the Mayor with the consent of the City Council. The Developer, as an owner of real property in the District, will authorize the appointment to the CID Board of Directors of two persons designated by the City who meet all other qualifications to serve on the CID Board of Directors, by designating such persons as an authorized representative of the Developer with respect to the CID. The District shall employ or engage an administrator or legal counsel with experience managing special taxing districts to ensure that the District complies with this Agreement and all applicable laws and regulations.

Section 8. Construction of the District Project. The District Project shall be constructed and maintained pursuant to the terms of the Redevelopment Agreement. The Developer shall be reimbursed for the costs of constructing the District Project from the proceeds of the Project Obligations as described in **Section 9**.

Section 9. Project Obligation Funding of the District Project.

(a) Pursuant to **Article V** of the Redevelopment Agreement, the City will issue (or cooperate in the issuance by another issuer of) tax increment financing notes, bonds or other obligations (the "Project Obligations") to reimburse the Developer for eligible costs incurred or advanced toward the Work, as defined in the Redevelopment Agreement. The Parties agree that the District Project is part of such Work. Accordingly, the District shall, subject to annual appropriation, transfer all District Revenues collected by the District to the City (or, at the direction of the City, the Trustee) on the 15th day of each month (or if the 15th is not a business day for City offices, the next day that City offices are open) for deposit into the District Revenues Account of the appropriate fund described in the Redevelopment Agreement for application as described in such documents. The City agrees that all ordinances or indentures entered into in connection with the Project Obligations will provide for the distribution of District Expenses prior to payment of debt service on the Project Obligations. If the applicable ordinance or indenture does not provide for the distribution of District Expenses to the District, the District may withhold District Expenses from the transfer of District Revenues to the City or the Trustee. "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 this 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).

(b) The District shall not issue any notes, bonds or other obligations of its own without the prior written permission of the City.

Section 10. Federal Work Authorization Program. Simultaneously with the execution of this Agreement, the Developer shall provide the District and the City with an affidavit and documentation meeting the requirements of Section 285.530 of the Revised Statutes of Missouri, as amended.

Section 11. Insurance. The District will maintain reasonable levels of insurance throughout its existence, including but not limited to the procurement of a directors and officers liability or similar policy which includes coverage for all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the proceedings of the Board of Directors pursuant to the CID Act and Chapter 610 of the Revised Statutes of Missouri, as amended.

Section 12. Successors and Assigns. This Agreement may be assigned by the Developer in the same manner as allowed for the assignment of the Redevelopment Agreement.

Section 13. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 14. Waiver. The City's failure at any time hereafter to require strict performance by the District or the Developer of any provision of this Agreement shall not waive, affect or diminish any right of the City thereafter to demand strict compliance and performance therewith.

Section 15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 16. Cooperation of the City; Payment of City Fees. The City will cooperate with and assist the Developer in all proceedings relating to the creation and certification of the District. Pursuant to Section 67.1461.3 of the CID Act, the District shall annually reimburse reasonable and actual costs incurred by the City in connection with the creation of the District, the negotiation and execution of this Agreement and review of annual budgets and reports required to be submitted by the District to the City, which shall not exceed one and one-half percent of the District Revenues collected by the District in such year less the amount paid by the District for a directors and officers liability policy.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names and attested as to the date first above written.

CITY OF UNIVERSITY CITY, MISSOURI

(SEAL)

Attest:

By: _____
City Manager

City Clerk

[District Project Agreement]

[_____] COMMUNITY
IMPROVEMENT DISTRICT

(SEAL)

Attest:

By: _____
Name: _____
Title: Chairman

By: _____
Name: _____
Title: Secretary

[District Project Agreement]

U. CITY, L.L.C.

By: _____
Name: _____
Title: _____

U. CITY TIF CORPORATION

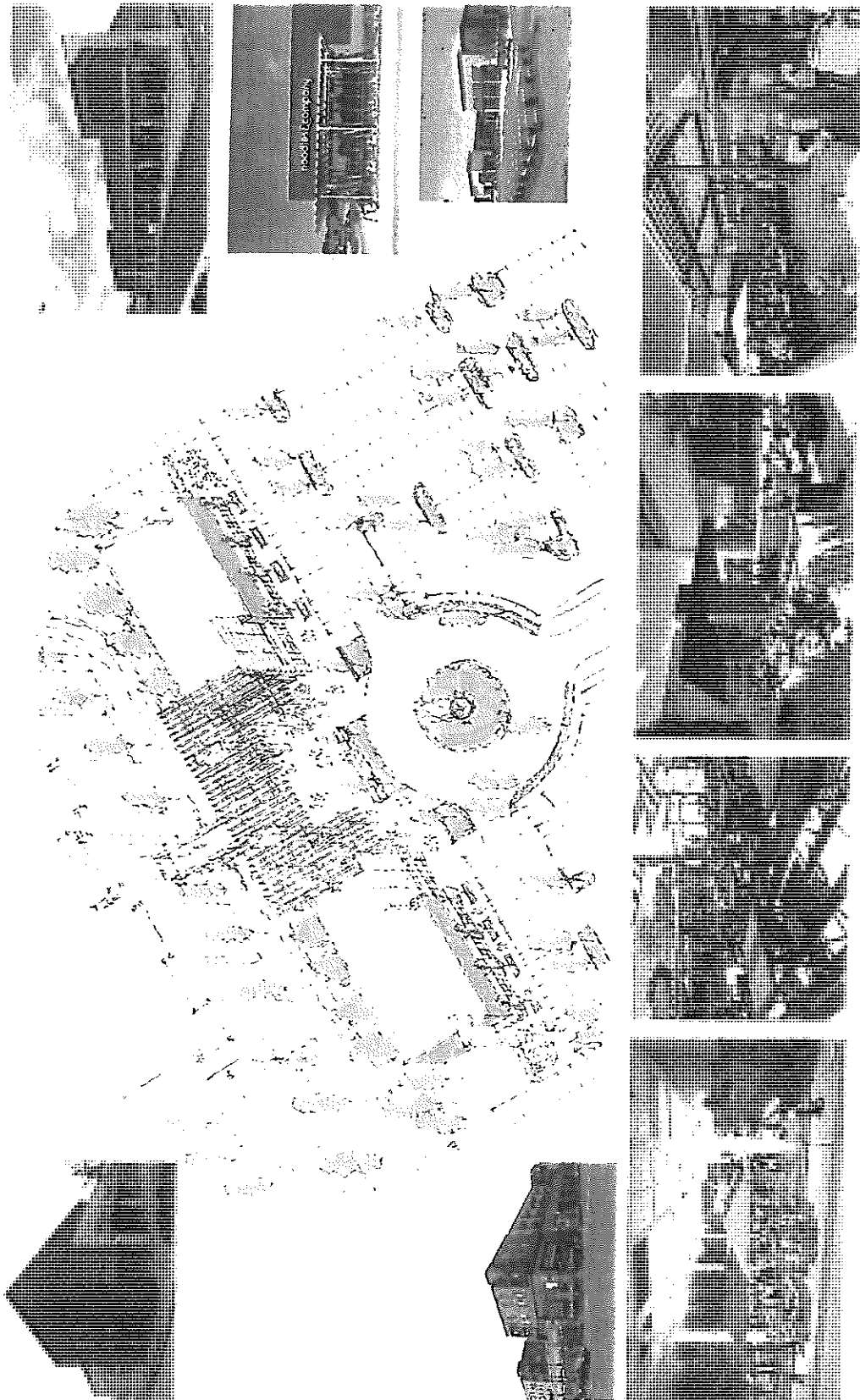
By: _____
Name: Jonathan Browne
Title: President

EXHIBIT G

SPECIAL DEVELOPMENT CONDITIONS

Except as otherwise provided in Section 3.9(a)(1), the RPA 1 Redevelopment Project shall be designed, constructed and operated in a manner that incorporates the following:

1. **Olive Boulevard Design Guidelines:** The site plan for the RPA 1 Redevelopment Project will be designed to adhere to the Olive Boulevard Design Guidelines (<http://www.ucitymo.org/468/Olive-Blvd-Design-Guidelines>) unless otherwise specified in the Redevelopment Agreement or as otherwise determined by the City in its sole discretion.
2. **Landscape Architecture:** The Developer will hire a professional Landscape Architecture Firm to design all landscaping within RPA 1.
3. **Detention/Retention:** In coordination with the Landscape Architecture Firm, the Developer will design detention/retention basins as productive, aesthetically-pleasing spaces.
4. **Signage:**
 - a. **Monument Signs:** The City will allow a maximum of two signs at 20' wide x 15' tall, with a maximum of 300 square feet for each face, two faces per sign. The base is to be constructed with materials compatible with those used in retail buildings.
 - b. **Interstate Signs:** The City will allow a maximum of one sign at maximum 130' height with 1,000 square feet for each face, two faces per sign. The sign shall identify only the retail center and/or its tenants. The sign is to be architecturally compatible with the materials and style of retail buildings.
 - c. **Pylon Signs:** The City will allow a maximum of two signs at maximum 30' height with 325 square feet for area each face, two faces per sign. The bases are to be constructed with materials compatible with those used in retail buildings.
 - d. The above restrictions apply to the North Phase and the South Phase separately.
5. **Quality Level:** The Developer will construct the buildings within RPA 1 to the quality level as demonstrated in the sample developments on the following page.
6. **Plaza:** The Developer will construct a plaza similar in quality and magnitude as shown in the Concept Site Plan and as illustrated on the following page.



AXON AND CONCEPT IMAGES

INTERSTATE 170 AND OLIVE BLVD.
UNIVERSITY CITY, MISSOURI

17-016 PSP 4.4 09.12.18

Architects of the Possible
25 South Main Street, Suite 300
Chicago, IL 60604

EXHIBIT H
PROJECT BUDGET

	All Costs	Reimbursable Costs
RPA 2/3 Contribution	\$ 3,000,000	\$ 3,000,000
Land Acquisition	\$ 67,064,137	\$ 67,064,137
Site Improvements	\$ 22,866,315	\$ 22,866,315
Vertical Construction	\$ 99,424,293	0
Soft Costs	\$ 18,627,887	\$ 18,627,887
TOTAL	\$210,982,632	\$111,558,339
<p>Note: Reimbursable costs are subject to and limited by the terms and conditions of the Redevelopment Agreement.</p>		

EXHIBIT I

RELOCATION POLICY

University City, Missouri
Olive Boulevard Commercial Corridor
and Residential Conservation Redevelopment Plan
Redevelopment Project Area 1

Relocation Assistance Plan

As part of the implementation of the Redevelopment Project Area 1 Redevelopment Project described in the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan, parcels within the area identified as "RPA 1" on the attached map will be acquired, replatted and redeveloped. The City has selected U. CITY, L.L.C. (the "Developer"), an affiliate of the Novus Companies, to be the developer for RPA 1. The Developer needs to acquire title to all of the property located within RPA 1. The purpose of this Relocation Plan is to describe the assistance and benefits available to impacted property owners, residents and businesses.

I. Overview of Relocation Assistance Plan

Sections 523.200 to 523.215 of the Revised Statutes of Missouri (the "State Relocation Statute") and City Ordinance No. 6789 (the "City Relocation Ordinance") require assistance to be provided to occupants of properties relocated in connection with any tax increment financing project. In addition, this Relocation Assistance Plan provides certain additional benefits to residents and businesses affected by the Redevelopment Project for RPA 1 (the "RPA 1 Redevelopment Project").

To the extent that an occupant is allowed to waive its relocation benefits, the Developer will ask the occupant to do so in any contract between an occupant and the Developer (including, but not limited to, any option agreement, purchase or sale agreement, or other agreement).

The purpose of this Relocation Assistance Plan is to provide property owners, residents and businesses within RPA 1 with information regarding the available relocation assistance, including, but not limited to, relocation payments.

If you are eligible for assistance or payments under this Relocation Assistance Policy, the assistance will be coordinated by the City's Office of Relocation Assistance, which will be established as part of the implementation of this Relocation Assistance Plan.

II. Available Relocation Assistance

The State Relocation Statute and the City Relocation Ordinance both provide for relocation assistance for those individuals or businesses that will be displaced by any tax increment financing project. This Relocation Assistance Plan incorporates the provisions of the State Relocation Statutes and the City Relocation Ordinance and also provides certain additional benefits to residents and businesses within RPA 1 who are displaced.

A. Eligibility

Businesses. Businesses located in RPA 1 may be eligible for relocation assistance under the State Relocation Statute and the City Relocation Ordinance. As used in the Relocation Statute and the City Relocation Ordinance, a "business" is a lawful activity conducted:

1. Primarily for the purchase, sale or use of real or personal property, or the manufacture, processing or marketing of products or commodities;
2. Primarily for the sale of services to the public; or
3. On a non-profit basis by any veteran's organization or other organization that has obtained an exemption from the payment of federal income taxes as provided § 501(c)(3) of the Internal Revenue Code.

Additionally, the business must be a tenant or the owner-occupant of real property located in RPA 1.

If the business qualifies as described above, the business will be eligible for relocation assistance.

Residents. Relocation assistance is also available to those residents of RPA 1 who qualify as "displaced persons." Displaced persons are persons who voluntarily and permanently move from the property (or move their personal property from the real property) as a direct result of the RPA 1 Redevelopment Project. Displaced persons who are residents must be either tenants or owner-occupants of real property located in RPA 1.

B. Services Available In Connection With Relocation

Residents and businesses that will be relocated because of the RPA 1 Redevelopment Project are eligible to receive certain kinds of relocation services. These services include the following.

Businesses. Eligible businesses subject to relocation in connection with the RPA 1 Redevelopment Project may receive the following services:

1. The identification by the Developer or the Office of Relocation Assistance of any special needs of the business after considering the nature of the business and other related factors.
2. At least ninety (90) days' notice before the eligible business is required to vacate its current location.
3. A program of referrals by which each displaced business may receive a minimum of three (3) referrals to alternative space and at least 90 days' notice of such referral sites before the date on which the business is required to vacate its current location.
4. Arrangements for transportation to and from such referral sites.
5. Assistance in obtaining any relocation payments (described below) for which the business might be eligible.

Residents. Eligible residents subject to relocation in connection with the RPA 1 Redevelopment Project may receive the following services:

1. The identification by the Developer or the Office of Relocation Assistance of any special needs of the resident after considering the income, age, family size and other related factors.
2. At least 90 days' notice before the resident is required to vacate its current location.
3. A program of referrals by which each displaced resident may receive a minimum of three (3) referrals to decent, safe and sanitary dwelling alternatives¹ and at least 90 days' notice of such referral sites before the date on which the resident is required to vacate its current location.
4. Arrangements for transportation to and from such referral sites.
5. Assistance in obtaining any relocation payments (described below) for which the resident might be eligible.
6. For Section 8 displaced tenants, assistance requesting a new Small Area Fair Market Rent program voucher from the St. Louis County Housing Authority.

In addition, those residents who are handicapped persons (deaf, legally blind or orthopedically disabled) may be entitled to additional assistance to the extent that they have a greater burden in finding a replacement residence.

C. Relocation Payments to Businesses and Residents

Relocation Payments to Businesses. To be eligible for a relocation payment, a business must qualify as a "business" under the State Relocation Statute and the City Relocation Ordinance (described above) and have occupied its property in RPA 1 for a period beginning at least 90 days before the Developer initiated negotiations for the acquisition of the property.

All displaced businesses eligible for payments shall be provided with relocation payments based upon one (1) of the below options. The displaced business may elect one of the following options:

1. A three thousand dollar (\$3,000.00) fixed moving expense payment and up to an additional ten thousand dollars (\$10,000.00) for reestablishment expenses. Reestablishment expenses are limited to costs incurred for physical improvements to the replacement property to accommodate the particular business at issue; OR
2. Actual costs of moving including costs for packing, crating, disconnection, dismantling, reassembling and installing all personal equipment and costs for relettering similar signs and similar replacement stationery, and up to an additional ten thousand dollars (\$10,000.00)

¹ "Decent, safe and sanitary dwelling[s]" are those which comply with applicable occupancy and housing codes, and are watertight, structurally sound, in good repair, have an electrical wiring system which is safe, have an adequate heating system, are of adequate size (with respect to the number of rooms necessary to accommodate the displaced person), and, for a handicapped person, are free of barriers which would interfere or preclude reasonable use or access to and from the replacement dwelling.

for reestablishment expenses. Reestablishment expenses are limited to costs incurred for physical improvements to the replacement property to accommodate the particular business at issue.

In addition, the City will, on a case-by-case basis, consider TIF assistance for businesses that relocate in the areas identified as "RPA 2" or "RPA 3" on the attached map. The amount of the TIF assistance will be subject to negotiation and will be based on a variety of factors, including (a) what improvements are needed to a property to accommodate the business, (b) whether the business will provide desirable neighborhood services, (c) the number of employees employed by the business and (d) the benefit to the tax base associated with keeping the business in the City.

Relocation Payments to Residents. To be eligible for a relocation payment, a resident must qualify for relocation assistance as "displaced persons" under the State Relocation Statute and the City Relocation Ordinance (described above) and the resident must have occupied his or her (or their) property in RPA 1 for a period beginning at least 90 days before the initiation of negotiations for the acquisition of the property by the Developer.

All displaced residential persons eligible for payments shall be provided with relocation payments based upon one (1) of the below options. The displaced person may elect one of the following options:

1. A one thousand dollar (\$1,000.00) fixed moving expense payment; OR
2. Actual reasonable moving costs of relocation including, but not limited to, actual moving costs, utility deposits, key deposits, storage of personal property up to one (1) month, the reasonable costs of packing and un-packing of personal items (for example, clothes, dishes, books, photographs, stereo equipment, televisions, etc.), utility transfer and connection fees and other initial rehousing deposits including first (1st) and last month's rent and security deposit. Such costs of relocation shall not include the cost of a replacement property or any capital improvements thereto.

Additionally, all households that include one or more displaced persons residing in RPA 1 on or before May 1, 2018 through their date of application for relocation benefits will receive:

1. For households seeking to purchase a new home, a grant of ten thousand dollars (\$10,000.00) if the household purchases a new home in RPA 2 or two thousand dollars (\$2,000.00) if the household purchases a new home elsewhere in the City. These grants can be used to pay closing costs, a down payment, renovation costs or temporary rent while a permanent home is being renovated.
2. For households seeking to rent a new home, a grant equal to the difference between the rental costs at the new home compared to the rental costs at the prior home, measured over a period of one year and not to exceed six thousand dollars (\$6,000.00).
3. For households seeking to relocate to senior assisted housing in the City, a grant of ten thousand dollars (\$10,000.00).

The City is also developing a program to provide grants and/or loans to owner-occupants of homes in RPA 2. Persons relocating from RPA 1 will be able to utilize this program to obtain additional grants and loans to assist in acquiring and renovating homes within RPA 2.

Miscellaneous Information Regarding Relocation Payments. If a business or a resident is entitled to a relocation payment and the displaced business or resident can demonstrate a need for the relocation payment in advance to reduce or avoid a hardship, the Developer or the City will issue the payment in

advance subject to reasonable safeguards to ensure the object of the payment is achieved. Otherwise, claims for a relocation payment must be filed with the Office of Relocation Assistance:

1. For displaced tenants of property, within 6 months of the date of displacement; or
2. For displaced owner-occupants of property, within 6 months of the later of the date of displacement or the final payment for acquisition of real property.

D. Waiver of Relocation Assistance and Payments

The Developer intends to acquire most of the property within RPA 1 by providing the property owners with an offer for their property. This offer may take the form of an option agreement, a purchase and sale agreement, or another agreement. In the offer, the Developer will ask the owner of the property to waive any rights to relocation assistance and/or relocation payments that the owner may be entitled to under the State Relocation Statute, the City Relocation Ordinance and this Relocation Assistance Plan. The amount of the Developer's offer to an owner of property within RPA 1 will exceed the fair market value of the owner's property; part of the excess amount offered to the owner of the property is offered in consideration of the owner's waiver of relocation assistance and/or relocation payments. Even though the Developer will ask an owner of property within RPA 1 to waive relocation assistance and/or relocation payments as a condition of its offer to purchase the property, there are certain notices that cannot be waived and are statutorily required to be given regarding an occupant's right to relocation assistance and/or relocation payments. These notices will be provided to all occupants, including those that have waived any rights to relocation assistance and/or relocation payments.

III. Additional Information

Additional information regarding the Redevelopment Plan is available at <http://www.ucitymo.org/798/Olive-and-170-TIF>.

The City's Office of Relocation Assistance can be reached at (314) 862-6767 during normal business hours.

* * *



Overall W-11 Boundary and Redevelopment Project Area Boundaries

Redevelopment Project Area
University City, Missouri



PG&V PLANNERS

EXHIBIT J

M/WBE GOALS

**FINDING 5.
MWBE AVAILABILITY**

**SUMMARY OF MWBE AVAILABILITY
WITHIN THE RELEVANT MARKET**
(Using the Master Vendor File)
St. Louis County MO Disparity Study

Business Category	Asian Americans	Black Americans	Hispanic Americans	Native Americans	Unaffiliated Business S.B.	WBE Available
Construction	30.13%	14%	1.70%	0%	0.41%	66.30%
IT	0.01%	2.80%	0.80%	0%	0.00%	68.50%
Other						
Professional Services	12.30%	2.21%	1.30%	0%	0.40%	61.40%
Other Services	0.00%	1.00%	0%	0%	0.00%	76.00%
Goods	1.00%	1.10%	0%	0%	0.00%	72.00%

Griffin & Strong, P.C. 2017

RELOCATION ASSISTANCE AGREEMENT

This Relocation Assistance Agreement is entered into and made effective this ____ day of December, 2021, by and between the City of University City, Missouri ("Grantor") and Aleksei Mironov ("Grantee").

RECITALS:

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

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

C. Grantee is a displaced residential person within the meaning of said Relocation Policy and resided at 1177 Briscoe Place, Apt. A, University City, MO 63132, in RPA 1, on or before May 1, 2018.

D. Grantee has rented a new home at 2303 Kratky Road, Apartment B, St. Louis, MO 63114, and is eligible for a grant of six thousand dollars (\$6,000), which is the difference between the rental costs at the new home compared to the rental costs at the prior home, measured over a period of one year.

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

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

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

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

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

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

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

GRANTOR

By: _____

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

GRANTEE

By: _____

Aleksei Mironov
2303 Kratky Road, Apartment B
St. Louis, MO 63114
Telephone: _____
E-mail: _____

December 28, 2021

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

RE: Olive Blvd. Commercial Corridor and Residential Conservation
Redevelopment Project
Property Address: 1190 Briscoe Place, Apt. B, University City, MO 63132

INVOICE

I certify that **Aleksei Mironov**, who currently resides at 1190 Briscoe Place, Apt. B in the Olive Blvd. Commercial Corridor and Residential Conservation Redevelopment Project Area, has leased a replacement home located at 2303 Kratky Road, Apt. B, St. Louis, MO and is eligible to receive relocation benefits pursuant to the University City Relocation Policy. The above-named party is eligible for and has elected to claim the following relocation benefit at this time:

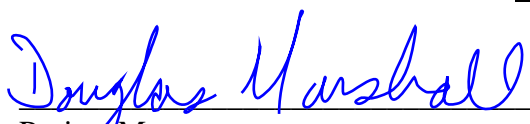
X) Grant of \$6,000 for the lease of a new residential unit.

- The grant is equal to the difference between the rental cost at the replacement unit compared to the rental cost at the vacated unit, measured over a period of one year and not to exceed \$6,000.

Total **\$6,000.00** (supporting documentation attached)

Please make check payable to: **Aleksei Mironov**
 2303 Kratky Road, Apt. B
 St. Louis, MO 63146

TOTAL AMOUNT REQUESTED: \$6,000.00


Project Manager



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

NUMBER: <i>For City Clerk Use</i>	CA20220110-07
---	----------------------

SUBJECT/TITLE: Relocation Assistance - Mike Murray and Olga Kronova			
REQUESTED BY: Brooke A. Smith		DEPARTMENT / WARD City Manager's Office	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	No
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval.			
FISCAL IMPACT: The fiscal impact of this agenda would be \$6,000. Funds would come from fund reserves.			
AMOUNT:	\$6,000.00	ACCOUNT No.:	31.12.73.6807
FROM FUND:	Fund 31 - Fund Reserves RPA2	TO FUND:	Fund 31 - Fund Reserves
EXPLANATION: As outlined in Ordinance 7108 and the Redevelopment Agreement for the Markets at Olive project, the developer and City agreed to provide relocation assistance for those displaced by the development.			
STAFF COMMENTS AND BACKGROUND INFORMATION: Mike Murray and Olga Kronova currently reside at 1177 Briscoe Place, Apt. A in the Olive Commercial Corridor and Residential Conservation Redevelopment Project Area. They have secured a replacement home located at 10 Tower Hill Court, Olivette, MO. They are eligible for and have elected to claim the grant of \$6,000 for the lease of a new residential unit.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: 1. Ordinance 7108 2. Redevelopment Agreement 3. Relocation Assistance Agreement 4. Invoice - M. Murray			
LIST CITY COUNCIL GOALS (S): N/A			
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	January 10, 2022

AMENDED

INTRODUCED BY: Councilmember Bwayne Smotherson

DATE: May 28, 2019

BILL NO. 9379

ORDINANCE NO. 7108

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

WHEREAS, the City has approved the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan (the “Plan”) and the redevelopment project for Redevelopment Project Area 1 described therein (the “RPA 1 Redevelopment Project”) pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended; and

WHEREAS, the City desires to enter into a redevelopment agreement with U. City, L.L.C. and U. City TIF Corporation (collectively, the “Developer”) with regard to the RPA 1 Redevelopment Project (the “Redevelopment Agreement”); and

WHEREAS, the Plan and the Redevelopment Agreement contemplate the creation of a community improvement district (the “District”) to assist in the financing and development of the RPA 1 Redevelopment Project;

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

Section 1. The City Council finds and determines that it is necessary and desirable to enter into the following agreements in connection with the RPA 1 Redevelopment Project (collectively, the “Agreements”):

- (a) Redevelopment Agreement between the City and the Developer in substantially the form of **Exhibit A** attached hereto; and
- (b) District Project Agreement among the City, the Developer and the District in substantially the form of **Exhibit B** attached hereto.

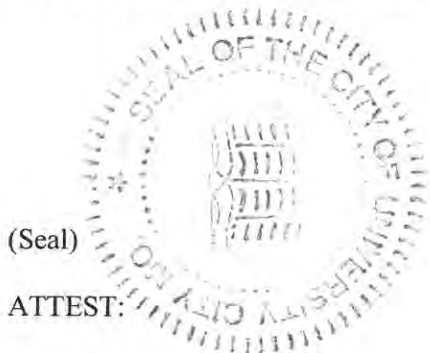
The City Manager is hereby authorized and directed to execute the Agreements on behalf of the City. The City Clerk is hereby authorized and directed to attest to the Agreements and to affix the seal of the City thereto. The Agreements shall be in substantially the forms attached to this Ordinance, which Agreements are hereby approved by the City Council, with such changes therein as shall be approved by the officers of the City executing the same.

Section 2. The officers, agents and employees of the City are hereby authorized and directed to execute all documents and take such steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

Section 3. 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 4. This Ordinance shall be in full force and effect from and after the date of its passage and approval; provided, if the Developer has not executed the Redevelopment Agreement within 15 days after such date, all rights conferred by this Ordinance on the Developer shall terminate and the City may designate another entity as developer of the RPA 1 Redevelopment Project.

PASSED and ADOPTED THIS 10th DAY OF JUNE, 2019.



Terry Crow, MAYOR



CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:



CITY ATTORNEY

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: REDEVELOPMENT AGREEMENT

DATE OF DOCUMENT: June 13, 2019

GRANTOR: CITY OF UNIVERSITY CITY, MISSOURI

GRANTOR'S MAILING ADDRESS: 6801 Delmar Boulevard
University City, Missouri 63301
Attention: City Manager

GRANTEE: U. CITY, L.L.C.
U. CITY TIF CORPORATION

GRANTEE'S MAILING ADDRESS: c/o Novus Development
20 Allen Avenue, Suite 400
Webster Groves, Missouri 63119
Attention: Jonathan Browne

RETURN DOCUMENTS TO: Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102
Attention: Mark D. Grimm, Esq.

LEGAL DESCRIPTION: See Exhibit A

REDEVELOPMENT AGREEMENT

between the

CITY OF UNIVERSITY CITY, MISSOURI,

and

U. CITY, L.L.C.

and

U. CITY TIF CORPORATION

dated as of

June 13, 2019

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

RPA 1 REDEVELOPMENT PROJECT

TABLE OF CONTENTS

Page

Recitals 1

ARTICLE I

DEFINITIONS

1.1. Definitions 3

ARTICLE II

ACCEPTANCE OF PROPOSAL

2.1. Developer Designation 10
2.2. Developer to Advance Costs 11
2.3. Funding of RPA 2 and RPA 3 Costs 12

ARTICLE III

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

3.1. Ownership and Acquisition of Property 13
3.2. Relocation Assistance 15
3.3. Project Construction 16
3.4. Construction Contracts; Insurance 16
3.5. Competitive Bids; Prevailing Wage; Federal Work Authorization 17
3.6. Governmental Approvals 17
3.7. Concept Site Plan; Approved Site Plan; Zoning 17
3.8. Construction Plans 17
3.9. Special Development Conditions; Use of Minority Contractors; First Source Employment .. 18
3.10. Tenant Selection 20
3.11. Certificates of Substantial Completion 20
3.12. Community Improvement District 20
3.13. No Other Special Districts; No Other Fees, Assessments or Taxes 21

ARTICLE IV

REIMBURSEMENT OF DEVELOPER COSTS

4.1. City's Obligation to Reimburse Developer 22
4.2. Reimbursements Limited to Reimbursable Redevelopment Project Costs 22
4.3. City's Obligations Limited to Special Allocation Fund and Bond Proceeds 23

ARTICLE V

OBLIGATIONS

5.1. Issuance of TIF Notes23
5.2. TIF Bonds25
5.3. Cooperation in the Issuance of TIF Obligations26
5.4. City to Select Bond Counsel, Underwriter and Consultants; Term and Interest Rate26
5.5. No Other Obligations or Uses of Available Revenues27

ARTICLE VI

SPECIAL ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES; TAX ABATEMENT

6.1. Special Allocation Fund27
6.2. Transfer of District Revenues28
6.3. Application of Available Revenues28
6.4. Developer Cooperation in Determining Available Revenues.....30
6.5. Obligation to Report TIF Revenues and District Revenues.....31
6.6. Tax Abatement.....31

ARTICLE VII

GENERAL PROVISIONS

7.1. Developer's Right of Termination33
7.2. City's Right of Termination.....33
7.3. Results of Termination33
7.4. Term of Agreement.....33
7.5. Successors and Assigns; Transfers to Tax-Exempt Organizations.....34
7.6. Remedies35
7.7. Extensions of Time for Performance35
7.8. Notices36
7.9. Insurance; Damage or Destruction of Redevelopment Project.....37
7.10. Inspection.....38
7.11. Choice of Law.....38
7.12. Entire Agreement; Amendment.....38
7.13. Counterparts.....38
7.14. Severability39
7.15. Representatives Not Personally Liable39
7.16. Actions Contesting the Validity and Enforceability of the Redevelopment Plan.....39
7.17. Release and Indemnification.....40
7.18. Survival.....40
7.19. Maintenance of the Property.....41
7.20. Enforcement of Agreement.....41
7.21. Recording of Agreement.....41
7.22. No Waiver of Sovereign Immunity41
7.23. No Third Party Beneficiaries41

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES

8.1.	Representations of the City.....	41
8.2.	Representations of the Developer.....	42
8.3	Community Children Service’s Fund.....	43
	Signatures	44
	EXHIBIT A – Legal Description of RPA 1	
	EXHIBIT B – Concept Site Plan	
	EXHIBIT C – Form of Certificate of Substantial Completion	
	EXHIBIT D – Form of Certificate of Reimbursable Redevelopment Project Costs	
	EXHIBIT E – Form of TIF Notes	
	EXHIBIT F – Form of District Project Agreement	
	EXHIBIT G – Special Development Conditions	
	EXHIBIT H – Project Budget	
	EXHIBIT I – Relocation Policy	
	EXHIBIT J – M/WBE Goals	

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this "*Agreement*") is made and entered into as of this 13th day of June, 2019, by and among the **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated political subdivision of the State of Missouri (the "*City*"), **U. CITY, L.L.C.**, a Missouri limited liability company, and **U. CITY TIF CORPORATION**, a Missouri corporation (collectively, the "*Developer*"). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in **Article I** of this Agreement.)

RECITALS

A. The City Council created the Tax Increment Financing Commission of the City of University City, Missouri (the "*TIF Commission*") and empowered the TIF Commission to exercise those powers and fulfill such duties as are required or authorized for the TIF Commission under Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "*TIF Act*").

B. On March 30, 2017, the City distributed a Request for Redevelopment Proposals concerning the redevelopment of the an area located immediately east of the I-170 and Olive Boulevard interchange (the "*Initial Proposal Area*"), and sent a copy of the Request for Redevelopment Proposals to potential developers in accordance with Section 120.340 of the Municipal Code.

C. On May 1, 2017, Novus Development ("*Novus*") submitted a proposal to the City regarding the redevelopment of approximately 32 acres on the north and south sides of Olive Boulevard, east of I-170.

D. The City Council determined that it was in the best interests of the City and its residents to redevelop not only the Initial Proposal Area but also to provide funds for residential improvements, enhanced public improvements and services, and commercial development within a broader area. Accordingly, on March 2, 2018, the City published a Notice of Request for Redevelopment Proposals in the *St. Louis Post-Dispatch* concerning the redevelopment of an area described herein as "*RPA 1*" and sent a copy of the Request for Redevelopment Proposals to potential developers in accordance with Section 120.340 of the City's Municipal Code.

E. On March 28, 2018, the City published a Notice of Revised Request for Redevelopment Proposals in the *St. Louis Post-Dispatch* concerning the redevelopment of RPA 1, and sent a copy of the Revised Request for Redevelopment Proposals to potential developers in accordance with Section 120.340 of the City's Municipal Code.

F. On March 30, 2018, Novus timely submitted a proposal to the City (the "*Redevelopment Proposal*"). Novus desires to implement the Redevelopment Proposal through its affiliates, U. City, L.L.C. and U. City TIF Corporation (collectively, the "*Developer*").

G. At the request of the City, PGAV Planners prepared the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan (the "*Redevelopment Plan*"), which provides for the demolition and clearance of the existing structures located within RPA 1 and the development of commercial and residential uses (as more fully described in the Redevelopment Plan, the "*RPA 1 Redevelopment Project*").

H. The Redevelopment Plan also proposes redevelopment projects within (1) the largely residential area north of Olive Boulevard (as further described in the Redevelopment Plan, "RPA 2") and (2) the Olive Boulevard commercial corridor east of RPA 1 (as further described in the Redevelopment Plan, "RPA 3"). RPA 1, RPA 2 and RPA 3 collectively constitute the "Redevelopment Area" described in the Redevelopment Plan. This Agreement does not grant the Developer any rights or privileges with respect to RPA 2 or RPA 3.

I. On May 23, 2018 and continued on June 6, 2018, June 22, 2018 and August 23, 2018, the TIF Commission held a public hearing at which all interested parties had the opportunity to be heard and at which the TIF Commission heard and considered all protests and objections concerning the Redevelopment Plan, the Redevelopment Area and the redevelopment projects for each redevelopment project area, including the RPA 1 Redevelopment Project.

J. On August 23, 2018, the TIF Commission passed a resolution recommending, among other matters, that the City Council approve the Redevelopment Plan, designate the Redevelopment Area as a "redevelopment area" pursuant to the TIF Act, approve the redevelopment projects for each redevelopment project area and adopt tax increment financing within each redevelopment project area.

K. On November 12, 2018, (1) Bill No. 9370 was introduced to approve the Redevelopment Plan and designate the Redevelopment Area as a "redevelopment area" pursuant to the TIF Act and (2) Bill No. 9371 was introduced to approve the RPA 1 Redevelopment Project and adopt tax increment financing within RPA 1. On January 14, 2019, Bill No. 9379 was introduced to authorize the City to execute and enter into this Agreement.

L. On June 10, 2019, after due consideration of the TIF Commission's recommendations and making each of the findings required by Section 99.810 of the TIF Act, the City Council adopted (1) Bill No. 9370 as Ordinance No. 7104 approving the Redevelopment Plan and designating the Redevelopment Area as a "redevelopment area" pursuant to the TIF Act, approving (2) Bill No. 9371 as Ordinance No. 7105 approving the RPA 1 Redevelopment Project and adopting tax increment financing within RPA 1 and (3) Bill No. 9379 as Ordinance No. 7108 authorizing the City to execute and enter into this Agreement.

M. The City Council hereby determines that the implementation of the RPA 1 Redevelopment Project and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

N. Pursuant to provisions of the TIF Act and Ordinance Nos. 7104, 7105 and 7108, the City is authorized to enter into this Agreement.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1. Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

"353 Approval Ordinance" means an ordinance to be adopted by the City Council approving a development plan and the real property tax abatement described in Section 6.6 in accordance with the 353 Procedural Ordinance and Chapter 353.

"353 PILOT Payments" means a payment in lieu of tax to be paid for each of the first 10 years of the period described in Section 6.6(c), equal to the difference between (a) the amount ad valorem real property taxes that would have been generated for the applicable year by multiplying the then-current tax rate by the initial equalized assessed valuation of the applicable Property, as certified pursuant to Section 6.1(a), and (b) the Unabated Property Tax Payments for the applicable year.

"353 Procedural Ordinance" means Chapter 510 of the Municipal Code.

"Acquisition Costs" means all costs of acquiring the Property, including, but not limited to: cost of land and improvements, leasehold interests, and easement interests therein; brokerage commissions; costs of title commitments, reports or policies; surveys; environmental testing and remediation, soil and hazardous waste and other site and property related reports and expenses; appraisals; carrying costs (including the principal and interest components of any mortgage payments, but not including taxes, utilities or other operating costs); Relocation Costs; and professional fees of any kind or nature, including attorneys' fees, filing fees, recording fees, experts' fees, and all litigation costs, including commissioners' awards and other costs of condemnation proceedings, judgments, payments in settlement of litigation, and all associated court costs, fees and expenses.

"Agreement" means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

"Approved Investors" means (a) the Developer or a Related Party, (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, or (d) any general business company or enterprise with total assets in excess of \$50,000,000.

"Approved Site Plan" means the site plan or site plans reflecting one or more portions of the Work and the RPA 1 Redevelopment Project approved by all entities required to approve a site plan pursuant to the Municipal Code and Section 3.7, as such site plan or site plans may be submitted, approved and amended from time to time in accordance with the Municipal Code and Section 3.7.

"Available Revenues" means (a) all money on deposit from time to time (including investment earnings thereon) in (1) the PILOTS Account and (2) subject to annual appropriation, the EATS Account, the District Revenues Account and the City Revenues Account, and (b) any money in any other account of the Special Allocation Fund that has been appropriated to the repayment of the TIF Obligations, excluding in each case (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, or (ii) 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 which suit or claim challenges the collection of such sum.

“Bond Counsel” means Gilmore & Bell, P.C., St. Louis, Missouri, or an attorney at law or a firm of attorneys selected by the City and approved by the Developer of 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.

“Bond Financing Agreement” means an agreement between the City and the Developer setting forth the terms upon which TIF Bonds may be issued, in lieu of TIF Notes, prior to the completion of the RPA 1 Redevelopment Project.

“Bond Proceeds” means the net cash proceeds from the sale of TIF Bonds available for refunding of the TIF Notes or funding Reimbursable Redevelopment Project Cost (after deposit of funds for Issuance Costs, capitalized interest and debt service reserves), together with any interest earned thereon.

“Certificate of Reimbursable Redevelopment Project Costs” means a document, substantially in the form of **Exhibit D**, attached hereto and incorporated herein by reference, delivered by the Developer to the City and which, upon the City’s written acceptance thereof, will evidence Reimbursable Redevelopment Project Costs incurred.

“Certificate of Substantial Completion” means a document, substantially in the form of **Exhibit C**, attached hereto and incorporated herein by reference, delivered by the Developer to the City and which, upon the City’s written acceptance thereof or the City’s deemed acceptance thereof as provided in **Section 3.10**, will evidence the Developer’s satisfaction of all obligations and covenants to perform the Initial Work with respect to the North Phase or the South Phase, as applicable. The Certificate of Substantial Completion does not constitute a final occupancy certificate, final inspection certificate, or other documentation required by the Municipal Code to occupy the RPA 1 Redevelopment Project or any portion thereof.

“Chapter 353” means The Urban Redevelopment Corporations Law, Chapter 353 of the Revised Statutes of Missouri, as amended.

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

“City” means the City of University City, Missouri, a home-rule city and political subdivision of the State of Missouri.

“City Attorney” means John F. Mulligan, Jr., Attorney at Law, or any other person or law firm appointed as the City Attorney pursuant to the Municipal Code.

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

“City Manager” means the person duly appointed as City Manager pursuant to the Municipal Code.

“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 shall be deposited from time to time in accordance with **Section 6.1**.

"*Concept Site Plan*" means the site development plan(s) set forth as **Exhibit B**, attached hereto and incorporated herein by reference, depicting the conceptual program for construction of the Work.

"*Construction Inspector*" means such licensed engineer or architect either employed by or retained and designated by the City from time to time, at the City's sole cost and expense, and/or such individuals as may be designated to carry out inspections on behalf of the City's community development and public works and parks departments.

"*Construction Plans*" means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections submitted by the Developer and approved by the City in accordance with the Municipal Code and this Agreement.

"*Corporation*" means the urban redevelopment corporation to be established by or at the behest of the Developer, or its permitted successors or assigns in interest.

"*Cost-Benefit Analysis*" means the "Olive Boulevard Commercial Corridor & Residential Conservation Redevelopment Area Redevelopment Project Area One Cost/Benefit Analysis" dated June 4, 2018, prepared in association with the Redevelopment Plan and as may be amended from time to time.

"*County Assessor*" means the office of the St. Louis County Assessor or such other entity that may, from time to time, be responsible for determining the assessed value of the Property under applicable law.

"*County Collector*" means the office of the St. Louis County Collector of Revenue or such other entity that may, from time to time, be responsible for collecting 353 PILOT Payments and Payments in Lieu of Taxes under applicable law.

“Developer” means, collectively, U. City, L.L.C., a Missouri limited liability company, or its permitted successors or assigns in interest, and U. City TIF Corporation, a Missouri corporation, or its permitted successors or assigns in interest.

“Development Plan” means the plan approved by the 353 Approval Ordinance regarding the designation of all or a portion of the property within RPA 1 as an “urban redevelopment area” pursuant to Chapter 353, as such plan may from time to time be amended in accordance with Chapter 353 and the 353 Procedural Ordinance.

“District” means the community improvement district formed in connection with the RPA 1 Redevelopment Project pursuant to the CID Act and **Section 3.12**.

“District Expenses” shall have the meaning set forth in the District Project Agreement.

“District Hotel Assessments” means a special assessment 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 **Section 3.12** and the District Project Agreement.

“District Project” means the improvements as described in the District Project Agreement, which improvements shall, in the opinion of counsel to the District, be qualified expenditures for the District under Missouri law, and for which the District is to reimburse the Developer for the costs thereof, all pursuant to the District Project Agreement. The parties acknowledge that the scope of the District Project is included within the scope of the RPA 1 Redevelopment Project.

“District Project Agreement” means the district project agreement to be entered into among the Developer, the District and the City, as described in **Section 3.12**, to be executed in substantially the form of **Exhibit F**, attached hereto and incorporated herein by reference.

“District Revenues” means, subject to **Section 3.12(e)**, any and all revenues generated by the District Sales Tax, District Special Assessments and District Hotel Assessments that are appropriated by the District and deposited into the District Revenues Account.

“District Revenues Account” means an account of the Special Allocation Fund into which District Revenues are deposited from time to time.

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

“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 this Agreement.

“EATS Account” means an account of the Special Allocation Fund into which 50% of the Economic Activity Taxes are deposited pursuant to **Section 99.845** of the TIF Act.

“Economic Activity Taxes” has the meaning ascribed to such term in **Section 99.805** of the TIF Act, but not including any taxes that are excluded from tax increment financing by Missouri law.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, planned unit development approvals, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals, or approvals related to the creation

of the District required by the Municipal Code or this Agreement for the implementation of the RPA 1 Redevelopment Project.

"IDA" means The Industrial Development Authority of the County of St. Louis, Missouri or another issuer of municipal bonds acceptable to the City and the Developer.

"Initial Work" means (i) acquiring the Property and (ii) undertaking all Work required to complete the construction of at least 200,000 square feet of commercial space in the North Phase (including retail space to be constructed by or on behalf of end-users pursuant to an executed sale contract or an executed ground lease) and at least 100,000 square feet of residential/commercial space in the South Phase (including retail/commercial space to be constructed by or on behalf of end-users pursuant to an executed sale contract or an executed ground lease).

"Issuance Costs" means all costs reasonably incurred by the City and/or the Developer and/or the District in connection with the issuance of the TIF Obligations, including, but not limited to, the fees and expenses of financial advisors and consultants, the City's attorneys (including the City Attorney, issuer's counsel, Bond Counsel and disclosure counsel), the District's attorneys, the Developer's attorneys, the City's underwriter and underwriter's counsel, the City's administrative fees and expenses (including fees and costs of planning consultants and/or financial advisors), underwriters' discounts and fees, initial fees and charges of the trustee, the cost of obtaining CUSIP numbers, the costs of printing any TIF Obligations and any official statements relating thereto. Issuance Costs includes all costs advances by the Developer under Sections 2.2(b), (c) and (d).

"Maximum Reimbursement Amount" means \$70,500,000 plus Issuance Costs.

"Minority Contractor/Workforce Agreement" means a written agreement between the Developer and the general contractor for the RPA 1 Redevelopment Project (which may be included in a construction contract or as a separate agreement) meeting the requirements of Section 3.9(b).

"Municipal Code" means the University City Municipal Code, as may be amended from time to time.

"North Phase" means the portion of the RPA 1 Redevelopment Project located north of Olive Boulevard.

"Note Ordinance" means the ordinance of the City authorizing the TIF Notes, any trust indenture relating thereto, and all related ordinances, resolutions and proceedings.

"Original Purchaser" means the Developer, a Related Party, the Project Lender or a Qualified Institutional Buyer; provided, however, that any such Related Party or Project Lender shall also qualify as an Approved Investor and shall be designated in writing by the Developer as the Original Purchaser.

"Payments in Lieu of Taxes" or *"PILOTS"* shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

"PILOTS Account" means an account of the Special Allocation Fund into which Payments in Lieu of Taxes are deposited pursuant to Section 99.845 of the TIF Act.

"Preliminary Funding Agreement" means the Preliminary Funding Agreement dated as of October 31, 2017, between the City and the Developer, as amended from time to time in accordance with its terms.

"*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 project fund created in the Note Ordinance.

"*Project Lender*" means a commercial bank, savings bank, savings and loan association, credit union or other financial institution that has loaned funds to the Developer to be used for acquisition, development and/or construction of the RPA 1 Redevelopment Project and has secured such loan with a mortgage or security interest in the RPA 1 Redevelopment Project.

"*Property*" means all of the real property (including, but not limited to, all options held by third parties, fee interests, leasehold interests, tenant-in-common interests, easement interests, and such other like or similar interests) and existing improvements on the property in RPA 1, other than and excluding any public rights-of-way, easements and other real property interests that the Developer determines in its reasonable judgment are not necessary for the implementation of the RPA 1 Redevelopment Project and the Work.

"*Qualified Institutional Buyer*" means a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933.

"*Redevelopment Area*" means the area described in Attachment 2 to the Redevelopment Plan.

"*Redevelopment Plan*" means the plan entitled the "Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan," as approved by the City Council pursuant to the TIF Ordinances, as such plan may from time to time be amended in accordance with the TIF Act.

"*Redevelopment Project Costs*" has the meaning assigned to such term in Section 99.805 of the TIF Act.

"*Reimbursable Redevelopment Project Costs*" means those Redevelopment Project Costs that are reimbursable to the Developer under Article IV, the Redevelopment Plan, the CID Act and the TIF Act in accordance with this Agreement.

"*Related Party*" means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended, or any party controlled by or under common control with the Developer.

"*Relocation Costs*" means all costs incurred to relocate the occupants of and businesses in RPA 1 in accordance with the Relocation Policy, including, but not limited to, relocation payments to displaced persons or businesses, and all costs of implementing the Relocation Policy including costs of referrals, relocation specialists, planners, attorneys' fees, brokers' commissions and staff costs.

"*Relocation Policy*" means the relocation policy of the City set forth in Ordinance No. 6789, as supplemented by the policy set forth as Exhibit I, attached hereto and incorporated by reference.

"*RPA 1*" means the area described as such in the Redevelopment Plan and legally described on Exhibit A, attached hereto and incorporated by reference.

"RPA 1 Redevelopment Project" means the construction of the mixed-use development described and/or shown in the Redevelopment Plan and the Concept Site Plan, inclusive of the North Phase and the South Phase.

"RPA 2" means the portion of the Redevelopment Area described as RPA 2 in the Redevelopment Plan.

"RPA 3" means the portion of the Redevelopment Area described as RPA 3 in the Redevelopment Plan.

"RPA 2/3 Advance Amount" means the sum of \$3,000,000 advanced by the Developer pursuant to Section 2.3(a), which shall be used, subject to Section 3.1(e), by the City to pay costs of redevelopment projects within RPA 2 and RPA 3.

"Special Allocation Fund" means the RPA 1 Account of the Olive Boulevard Commercial Corridor and Residential Conservation Special Allocation Fund authorized by the TIF Ordinances.

"South Phase" means the portion of the RPA 1 Redevelopment Project located south of Olive Boulevard.

"State" means the State of Missouri.

"Subordinate Notes" means all TIF Notes that are subordinate to TIF Bonds, as further described in Section 5.2.

"Tax-Exempt TIF Notes" means all TIF Notes, including any applicable Subordinate Notes, that, in the opinion of Bond Counsel, interest on is excluded from gross income for federal income tax purposes.

"Taxable TIF Notes" means all TIF Notes, including any applicable Subordinate Notes, that, in the opinion of Bond Counsel, interest on is not excluded from gross income for federal income tax purposes.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended.

"TIF Bonds" means any tax increment revenue bonds (a) authorized and issued by the City in accordance with the TIF Act and this Agreement or (b) authorized and issued by the IDA in accordance with Chapter 349 of the Revised Statutes of Missouri, as amended, or other applicable Missouri law.

"TIF Commission" means the Tax Increment Financing Commission of the City of University City, Missouri.

"TIF Notes" means the tax increment revenue notes issued by the City pursuant to and subject to this Agreement and the Note Ordinance in substantially the form as set forth in Exhibit E, attached hereto and incorporated herein by reference, to evidence the City's limited obligation to repay Reimbursable Redevelopment Project Costs incurred by the Developer on behalf of the City in accordance with the TIF Act, the CID Act and this Agreement.

"TIF Obligations" means, collectively, the TIF Notes and the TIF Bonds.

“*TIF Ordinances*” means Ordinance No. 7104 adopted by the City Council on June 10, 2019, adopting the Redevelopment Plan and designating the Redevelopment Area and Ordinance No. 7105 adopted by the City Council on June 10, 2019, approving the RPA 1 Redevelopment Project and authorizing tax increment financing within RPA 1.

“*TIF Revenues*” means, collectively, Payments in Lieu of Taxes and 50% of the Economic Activity Taxes.

“*Trustee*” means the trustee or fiscal agent for any issue of TIF Obligations.

“*Unabated Property Tax Payments*” means:

(a) for each of the first ten years of the period described in **Section 6.6(c)**, the amount of ad valorem real property taxes generated from the applicable portion of the Property within RPA 1, as measured solely by the assessed valuation of the land, exclusive of improvements, in the calendar year preceding the calendar year in which the Corporation acquired such portion of the Property; and

(b) for each subsequent year until the conclusion of the period described in **Section 6.6(c)**, the amount of ad valorem real property taxes generated from the applicable portion of the Property within RPA 1, as measured by the assessed valuation of such Property (inclusive of land and improvements) as determined by the St. Louis County Assessor on the basis of 50% of true of the true value of such Property.

“*Work*” means all work necessary to prepare RPA 1 and to construct the RPA 1 Redevelopment Project, including but not limited to:

(a) demolition, excavation, mobilization and removal of all existing buildings and improvements located on the Property and clearing, grading and site preparation of the Property;

(b) construction of public improvements on the Property as follows:

(1) storm and sanitary sewers, stormwater control, detention facilities and other infrastructure improvements required to obtain all necessary approvals and permits,

(2) construction, reconstruction and/or relocation of utilities, including the burying of utility lines (to the extent permitted by the applicable utility companies), and

(3) all other water, sewer, street and other infrastructure required to accommodate all of the uses to be developed on the Property; and

(c) construction of office, commercial, retail, restaurant, multi-family and other uses as set forth on the Approved Site Plan and as otherwise described for RPA 1 in Redevelopment Plan, or as reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II

ACCEPTANCE OF PROPOSAL

2.1. Developer Designation. The City hereby selects the Developer to acquire the Property and perform the Work in accordance with the Approved Site Plan, the Redevelopment Plan, the

Development Plan, this Agreement and all Governmental Approvals. To the extent of any inconsistency among the foregoing, the parties agree that the Work described in the Governmental Approvals shall govern so long as such approvals do not constitute a change to the Redevelopment Plan, the Development Plan or the RPA 1 Redevelopment Project as would, in the opinion of the City Attorney or special counsel retained by the City, require an amendment to the Redevelopment Plan or the Development Plan.

2.2. Developer to Advance Costs. The Developer agrees to advance all Redevelopment Project Costs as necessary to acquire the Property and complete the Work, subject to the Developer's right to abandon the RPA 1 Redevelopment Project and terminate this Agreement as set forth in Section 7.1. Additionally, and not by way of limitation:

(a) *Advances Under Preliminary Funding Agreement.* The Developer, under the Preliminary Funding Agreement, has heretofore advanced, or caused to be advanced, pursuant to the Preliminary Funding Agreement the aggregate sum of \$251,066.75 for certain Redevelopment Project Costs comprised of City planning, legal, administrative and other costs associated with the RPA 1 Redevelopment Project, the Redevelopment Plan, the Cost-Benefit Analysis and the negotiation of this Agreement. As of the date of this Agreement, \$0 remains under the Preliminary Funding Agreement. The obligations of the parties under the Preliminary Funding Agreement are deemed fully performed and shall be merged into and superseded by this Agreement. Any portion of the funds that are not spent by the time this Agreement is executed may be applied in the same manner as funds received pursuant to (b) below.

(b) *Advances Upon Execution of Agreement.* Upon execution of this Agreement, the Developer agrees to advance to the City the sum of \$50,000.00 to pay (1) the City's reasonable planning, legal, financial and other consultants, and (2) administrative costs and expenses that are incurred in connection with the approval of the Redevelopment Plan, the negotiation and administration of this Agreement (including, without limitation, the enforcement of any performance bond and the review of Certificates of Reimbursable Redevelopment Project Costs, the Certificate of Substantial Completion, site plans and construction plans), the defense of the TIF Ordinances relating to RPA 1, the 353 Approval Ordinance, the Redevelopment Plan, the Development Plan and this Agreement, and the creation of the District; provided, however, that administrative costs and expenses shall not include any portion of salary and benefit costs related to City staff. If the amount initially deposited pursuant to this subsection is insufficient for the purposes described herein, the Developer shall deposit any additional amount requested by the City within ten (10) days of a written request therefor; provided, however, that (i) the City shall obtain the Developer's approval before entering into any new engagements with any third party and (ii) the City shall provide the Developer with a monthly statement showing each agreement executed, amounts paid pursuant to each agreement, and amounts remaining due with respect to each agreement.

(c) *Advances Upon Issuance of Notes.* Upon the initial issuance of the TIF Notes, the Developer agrees to pay to the City an amount not to exceed \$75,000.00 for the payment or reimbursement of reasonable fees and expenses incurred by the City relating to such TIF Notes and any other reasonable costs related to the approval of this Agreement to the extent they are not already provided for by subsection (b) above; provided, however, that such costs and expenses shall not include any portion of salary and benefit costs related to City staff.

(d) *District Creation and 353 Approval Costs.* The Developer shall pay or cause to be paid all reasonable costs incurred by the City in connection with the creation of the District and the approval of the Development Plan and real property tax abatement pursuant to Chapter 353; provided, however, that administrative costs and expenses shall not include any portion of

salary and benefit costs related to City staff. The Developer may seek reimbursement of costs related to the creation of the District from the District to the extent available and consistent with this Agreement and the District Project Agreement.

(e) *No Waivers.* Payment of any advance under this Section will not waive any application fee or other cost to the Developer associated with any Governmental Approvals required by the Municipal Code, including but not limited to application fees for zoning changes and costs of traffic studies and landscape review.

(f) *Return of Excess Funds.* Within 30 days after the City's acceptance of the final Certificate of Substantial Completion or deemed acceptance thereof and the approval of the final Certificate of Reimbursable Redevelopment Project Costs, the City shall remit to the Developer any amounts that have been advanced under paragraphs (a), (b), (c) or (d) and that have not been spent for costs incurred by the City pursuant to such paragraphs.

(g) *Advances to be Reimbursable.* To the extent permitted by law, all sums advanced or deemed advanced by the Developer under this Section shall constitute Reimbursable Redevelopment Project Costs to be reimbursed to the Developer from the proceeds of TIF Obligations issued as provided herein or from District revenues as District Expenses.

2.3. Funding of RPA 2 and RPA 3 Costs. Consistent with the Redevelopment Plan and the TIF Commission's recommendation for funding at least \$10,000,000 of Redevelopment Project Costs for RPA 2 and \$5,000,000 of Redevelopment Project Costs for RPA 3, the City and the Developer hereby commit as follows:

(a) Simultaneous with the Developer's sale or lease to the end-user or tenant of the North Phase Anchor site, as shown on the Concept Site Plan (i.e., an end-user or tenant that will occupy at least 100,000 square feet) of that portion of the Property on which the Anchor site is to be located, the Developer shall pay, or cause to be paid, to the City an amount equal to the RPA 2/3 Advance Amount. The Developer's obligation under this subparagraph is not subject to extension pursuant to **Section 7.7**.

(b) Up to \$200,000 annually shall be applied to the payment of Redevelopment Project Costs for RPA 2 until tax increment financing is terminated for RPA 1. Such amount shall be funded from City Revenues, except that (1) if City Revenues are less than or equal to \$108,000, then \$92,000 shall be funded from Available Revenues on deposit in the PILOTS Account and the EATS Account of the Special Allocation Fund and (2) if City Revenues are greater than \$108,000 but less than \$200,000, an amount equal to \$92,000 less the difference between City Revenues and \$108,000 shall be funded from Available Revenues on deposit in the PILOTS Account and the EATS Account of the Special Allocation Fund.

(c) The City will commit (1) all other legally available incremental revenues derived from RPA 1, other than Available Revenues, and (2) any TIF Revenues generated from RPA 2 and RPA 3, other than the amounts to be declared as "surplus" as described in the Redevelopment Plan, until tax increment financing in the applicable redevelopment project areas is terminated.

The City will use all of the above-described moneys to pay Redevelopment Project Costs associated with RPA 2 and RPA 3, as described in the Redevelopment Plan.

ARTICLE III

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

3.1. Ownership and Acquisition of Property.

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

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

(c) *Condemnation Proceedings.*

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

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

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

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

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

attorneys to prosecute any condemnation proceedings shall be subject to approval by the City Attorney or special counsel retained by the City, such approval is hereby provided for Carmody MacDonald P.C. and, otherwise, not to be unreasonably withheld, conditioned or delayed. The City agrees to cooperate in such proceedings and to execute all pleadings and other documents that may be necessary and/or required before and during the prosecution of such proceedings. During the condemnation proceedings, the Developer agrees to consult with the City regarding recommendations by consultants to the Developer as to the fair settlement value of each such case. Advice and consultation with the City shall continue throughout such proceedings. The City shall, upon initiation of the condemnation proceedings, designate in writing to the Developer an individual who is authorized to represent the City in consultations with the Developer and its counsel. Upon the City's request, the Developer shall provide copies of all pleadings and other documents filed or prepared in conjunction with the prosecution of the condemnation proceedings for the City's inspection. The Developer shall pay all costs reasonably incurred by the City in connection with any condemnation action.

(3) Within 180 days after any commissioners' award the Developer shall either: (A) abandon the condemnation action; (B) settle the action; (C) file exceptions to the commissioners' award without paying the award; or (D) file exceptions and pay the amount of any commissioners' award issued either directly to the Clerk of the Circuit Court or to the City for payment of such commissioners' award to the Clerk of the Circuit Court, which payment the City will make immediately. Notwithstanding the foregoing, if the Developer terminates any condemnation proceeding to effect a settlement of any such proceeding, this Agreement shall continue and the City and the Developer shall continue to diligently prosecute any other condemnation proceedings pending at such time. Upon request of the Developer after payment of any commissioners' award or settlement, the City shall promptly, at a time and place designated by the Developer, convey to the Developer by quit claim deed all right, title and interest in and to any such parcel acquired in connection with or as a result of the condemnation proceeding. The City agrees to the conveyance of the condemned property and to tender into escrow a fully approved and executed quit claim deed, which escrow shall provide for the release of such instrument upon the pay-in of the award or settlement, so long as the Developer is not in default under this Agreement or the TIF Act.

(4) Notwithstanding anything to the contrary in this Agreement, the Developer shall be responsible for all attorneys' fees, penalties, damages and other costs associated with the abandonment of any condemnation proceedings or the prior acquisition of any property within RPA 1 resulting from the Developer's decision to terminate this Agreement as described in **Section 3.1(c)(3)(A)** above. This provision shall survive the termination of this Agreement.

(d) *Actions to Clear Title, Condemn Easements, etc.* Upon written request from the Developer, the City will cooperate in and participate in any actions necessary to clear title, condemn an easement, vacate right-of-way or similar activity, as may be necessary for the orderly acquisition of the property necessary for the RPA 1 Redevelopment Project. However, notwithstanding anything to the contrary contained herein, the City will not initiate condemnation proceedings until the Developer complies with subsection (c) to the extent possible with respect to the property interest sought to be condemned.

(e) *Security for Developer's Condemnation Obligations.*

(1) Before the City files any proceedings to exercise the City's power of eminent domain pursuant to this **Section 3.1**, the Developer shall provide the City with an irrevocable letter of credit, naming the City as beneficiary, in an amount equal to \$1,000,000. Within 15 days

after any commissioners' award respecting fee title to any portion of the Property, the Developer shall provide the City with an amendment to the prior letter of credit to increase the amount thereof to \$2,000,000 or a replacement letter of credit in an amount equal to \$2,000,000. On or before the day on which possession of any portion of the Property for which there has been a commissioners' award is delivered to the Developer, the Developer shall provide the City with an amendment to the prior letter of credit to increase the amount thereof to \$3,000,000 or a replacement letter of credit in an amount equal to \$3,000,000. The letter(s) of credit and all amendments thereto shall be in form and substance acceptable to the City Attorney or special counsel in his sole and absolute discretion. If the amended or replacement letter of credit, in form and substance acceptable to the City Attorney or special counsel in his sole and absolute discretion, are not delivered to the City before expiration of the prescribed time, then notwithstanding any other provision herein, the City may, without further action by the Developer, abandon and terminate all pending condemnation actions. Once issued, the letter(s) of credit shall remain outstanding until the earlier of (1) the City's receipt of the amount to be paid by the Developer pursuant to **Section 2.3(a)** or (2) five years after (A) all commissioners' awards respecting the Property have been liquidated, settled, compromised or otherwise resolved and paid or (B) the Developer has abandoned all condemnation actions and paid all costs of such condemnation actions (including any interest awards), unless during such period any claims have been made against the City relating to or arising from the use of condemnation pursuant to this Agreement, in which case the letter(s) of credit shall remain outstanding until such claims are resolved.

(2) Notwithstanding anything to the contrary herein, the Developer covenants that it will indemnify and hold harmless the City for any liability relating to or arising from the use of condemnation pursuant to this Agreement, including but not limited to jury awards and interest on condemnation awards. The breach of this covenant shall give rise to the City's right of termination pursuant to **Section 7.2**, in addition to any other remedy that the City may have at law or in equity. The City may use letter(s) of credit and/or the RPA 2/3 Advance Amount to pay any liability arising from any condemnation action associated with the RPA 1 Redevelopment Project; provided, the use of the RPA 2/3 Advance Amount for that purpose shall not relieve the Developer of, and shall not be credited toward, the Developer's obligation to indemnify and hold harmless the City as provided herein. If the Developer breaches its covenants as provided herein, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or for Reimbursable Redevelopment Project Costs incurred or paid by the Developer, and any TIF Notes issued pursuant to this Agreement shall be deemed cancelled.

(f) *Transfer of Title to Corporation.* Following the acquisition thereof by the Developer, the Developer may transfer fee title to the Property to the Corporation for the purposes of initiating real property tax abatement as provided in Chapter 353 and **Section 6.6** of this Agreement. Immediately after acquiring title to the Property, the Corporation shall transfer fee title to the Property back to the Developer or a Related Party.

3.2. Relocation Assistance.

(a) The Developer shall relocate those occupants or businesses displaced from any portion of the Property acquired by the Developer in accordance with the Relocation Policy and applicable law, except as may otherwise be agreed in writing by such displaced occupant or business and approved in writing by the Developer, it being understood and agreed that, to the extent permitted by law, any displaced occupant or business may waive certain rights to statutory and other relocation benefits under the Relocation Policy or otherwise. The Developer will reasonably cooperate with the City to encourage businesses and residents that are displaced from RPA 1 to relocate within the City. All payments, costs

and expenses described in the Relocation Policy that exceed the requirements of Missouri law shall be paid by the City.

(b) Within 30 days after the date of this Agreement, the Developer shall engage a third-party relocation specialist that has significant experience complying with federal, state and local relocation policies and is acceptable to the City to ensure compliance with the Relocation Policy. The City hereby approves Development Resource Partners LLC.

(c) The Developer shall make commercially reasonable offers to restaurant tenants currently located in Jeffrey Plaza to relocate to locations in the South Phase. The Developer will allow the tenants to initially pay their current rental rate and thereafter increase to market rental rate over a period of not less than two years, as mutually agreed to by the Developer and the tenant. The City is not responsible for any costs pursuant to this paragraph.

3.3. Project Construction.

(a) The Developer shall use reasonable efforts to:

(1) acquire title or valid enforceable options to the Property or request the City to initiate condemnation proceedings for the Property within 12 months after the date of this Agreement;

(2) commence the construction of the RPA 1 Redevelopment Project within 18 months after the date of this Agreement; and

(3) complete the Initial Work (as evidenced by the City's acceptance or deemed acceptance of a Certificate of Substantial Completion for the Initial Work) no later than December 31, 2022.

For the purposes of clause (2), commencement of construction will be deemed to have occurred when (A) the Developer provides to the City an executed contract for the demolition of the existing structures in the North Phase and the necessary site work to prepare the North Phase for construction of the North Phase portion of the RPA 1 Redevelopment Project and (B) the on-site work under such contract begins.

(b) The Developer and its project teams shall (1) submit monthly written reports to the City Council regarding the status of constructing the RPA 1 Redevelopment Project and leasing the commercial space included therein (provided, the Developer does not have to disclose any tenants or prospective tenants that the Developer, in its sole discretion, determines the disclosure of which is prohibited or will harm lease negotiations or other business relationships) and (2) upon reasonable notice, meet with the City Manager and such other City staff and consultants as designated by the City Manager to review and discuss the design and construction of the Work to enable the City to monitor the status of construction and to determine that the Work is being performed and completed in accordance with this Agreement and the Municipal Code.

(c) Construction of the Work shall be pursued in a good and workmanlike manner in accordance with the terms of this Agreement.

3.4. Construction Contracts; Insurance. The Developer may enter into one or more construction contracts to complete the Work. All construction contracts entered into by or on behalf of the Developer shall comply with the Minority Contractor/Workforce Agreement and state that the

contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the Work. The Developer shall obtain or shall require any contractor to obtain workers' compensation, commercial public liability and builder's risk insurance coverage in amounts required by the City pursuant to Section 7.10 and, upon written request of the City, shall deliver evidence of such insurance to the City. The Developer shall require that such insurance be maintained by the contractors for the duration of the construction of the applicable portion of the Work.

3.5. Competitive Bids; Prevailing Wage; Federal Work Authorization.

(a) The Developer shall comply with all applicable federal, State and local laws relating to the construction of the RPA 1 Redevelopment Project, including, but not limited to, Section 107.170, RSMo., and laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the RPA 1 Redevelopment Project or portions thereof. For avoidance of doubt, the City acknowledges that its ordinances relating to competitive bidding do not apply to contracts or purchases by private property owners or tenants for their property.

(b) The Developer acknowledges that it must comply with Section 285.530, RSMo. regarding enrollment and participation in a federal work authorization program with respect to their respective employees working in connection with the RPA 1 Redevelopment Project. The Developer represents and warrants that it is in compliance with Section 285.530, RSMo. at the time of execution of this Agreement and has provided a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence thereof.

3.6. Governmental Approvals. The City agrees to cooperate with the Developer and to process and timely consider all complete applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State.

3.7. Concept Site Plan; Approved Site Plan; Zoning. The Concept Site Plan is attached as Exhibit B hereto. The Developer agrees that it will pursue planned development district zoning for the RPA 1 Redevelopment Project and will comply with all City ordinances relating thereto. Any site plan submitted by the Developer for approval as the Approved Site Plan must not, without the City's advance consent, result in such a change in the RPA 1 Redevelopment Project as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act. The Parties agree that the Approved Site Plan shall govern the ultimate design and construction of the RPA 1 Redevelopment Project. The City shall, subject to all applicable laws, not unreasonably refuse to vacate streets, alleys and other rights-of-way necessary for the RPA 1 Redevelopment Project.

3.8 Construction Plans.

(a) The Construction Plans shall be prepared by one or more professional engineers or architects licensed to practice in the State of Missouri. The Construction Plans and all construction practices and procedures with respect to the Work shall conform with all applicable state and local laws, ordinances and regulations, including, but not limited to, any performance, labor and material payment bonds required for public improvements. The Developer shall submit Construction Plans for approval by the City's Building Commissioner or his designee in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures and in accordance with the schedule set forth in Section 3.3, subject to Section 7.7. The plans submitted by the Developer shall be in sufficient completeness and detail to show that construction will be in conformance with the Approved Site Plan and this Agreement.

(b) Before commencement of construction or during the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants or purchasers of any real property located within RPA 1 or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the RPA 1 Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that, (1) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City, (2) any changes shall not result in an extension of the time for performance of any obligation under this Agreement, and (3) the Developer shall obtain the City's advance written consent to any change that would, in the opinion of the City Attorney or special counsel retained by the City, result in such a change in the RPA 1 Redevelopment Project as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act.

3.9. Special Development Conditions; Use of Minority Contractors; First Source Employment.

(a) *Special Development Conditions.*

(1) The Developer acknowledges that in consideration of the public participation in financing Redevelopment Project Costs, the City expects that the RPA 1 Redevelopment Project will be of a high quality and will include enhanced aesthetic features, including facades, landscaping, bicycle parking and access from the Centennial Greenway. Additionally, the RPA 1 Redevelopment Project will incorporate the special development conditions described on **Exhibit G**, attached hereto and incorporated herein by reference, which the City may waive in its sole and absolute discretion. The Developer and the City acknowledge and agree that any requirement for enhanced aesthetic features or incorporation of the special development conditions described on **Exhibit G** shall not apply to the construction of the building or other site improvements related to the North Phase Anchor site, as shown on the Concept Site Plan, provided that the building and site improvements that are developed on such North Phase Anchor site by or on behalf of the end-user of such North Phase Anchor site are of a quality that is comparable to buildings and site improvements occupied by the end-user at its other locations in the Midwest region. The Developer and the City further acknowledge and agree that any such building constructed on the North Phase Anchor site shall have exterior wall signs that are of a size and materials that are comparable to exterior wall signs located at buildings and site improvements occupied by the end-user at its other locations in the Midwest region.

(2) The Developer will provide notice to the City of any meetings between the Developer and the Missouri Department of Transportation regarding signalization and lane improvements/changes to Olive Boulevard.

(3) Unless otherwise approved in writing by the City, any hotel developed within RPA 1 will initially be developed as a national flag hotel with an (A) American Automobile Association (or similar rating agency) rating of three diamonds or higher or (B) "upper midscale" or higher designation on the Smith Travel Research, Inc. (or similar rating agency) STR U.S. Chain Scales.

(4) The Developer will cooperate with the City and Great Rivers Greenway regarding the construction of a pedestrian pathway across the South Phase at a mutually-

agreeable location to connect with the Centennial Greenway, as a trailhead and/or as a potential future connection to a connecting trail at the Ruth Park Woods. The Developer is not required to incur any costs of designing or constructing the pathway, but agrees to convey an interest in the property on which the pathway will be located to the City or Great Rivers Greenway. The Developer is not required to maintain the trail.

(b) *Minority Contracting.*

(1) Notwithstanding anything else to the contrary contained in this Agreement, the Developer may not commence any demolition or construction activities until (i) the Developer and the Developer's general contractor enter into a Minority Contractor/Workforce Agreement reasonably acceptable to the City and the Developer and (ii) the Developer or the Developer's general contractor has developed a utilization plan reasonably acceptable to the consultant identified in the Minority Contractor/Workforce Agreement.

(2) The Minority Contractor/Workforce Agreement shall contain, but not be limited to, the following terms:

(A) The Developer and the Developer's general contractor shall use commercially reasonable efforts to contract with minority and women subcontractors in the percentages shown on **Exhibit J**, attached hereto and incorporated herein by reference. If the City determines that the Developer's general contractor has failed to use commercially reasonable efforts to meet those percentages, the Developer and the Developer's general contractor will be prohibited from bidding on any City construction contracts for a period of five years.

(B) During the construction of the RPA 1 Redevelopment Project, the Developer or the Developer's general contractor shall provide written quarterly reports to the City, detailing their usage of minority and women subcontractors and their progress toward meeting goals described in **Exhibit J** and the hiring of any City residents as part of the U City First Hiring Initiative defined in (c) below.

(C) The identity of a consultant, which shall be paid by the Developer, to assist the City in monitoring the Developer's and their general contractor's compliance with the Minority Contractor/Workforce Agreement.

(3) The City and the Developer acknowledge and agree that the requirements of **Section 3.9(b)(1)-(2)** shall not apply to the building or other site improvements related to the North Phase Anchor site that are designed and constructed by the end-user or its contractors.

(c) *First Source Employment.* The City will establish a program reasonably acceptable to the Developer to recruit City residents, with a particular emphasis on Third Ward residents, for jobs associated with the construction and operation of the RPA 1 Redevelopment Project (the "*U City First Hiring Initiative*"). The Developer shall require participation in the U City First Hiring Initiative by all contractors associated with the Developer's construction of the RPA 1 Redevelopment Project. The Developer shall request but not require participation in the U City First Hiring Initiative by all tenants or purchasers renting or purchasing portions of the RPA 1 Redevelopment Project from the Developer.

3.10. Tenant Selection. Unless approved in writing by the City, the following types of uses shall not be permitted within RPA 1: adult entertainment, adult bookstores, pawn shops, payday loan, title loan, check-cashing and similar uses, and tattoo shops.

3.11. Certificate of Substantial Completion.

(a) Promptly after substantial completion of each of the Initial Work for the North Phase and the Initial Work for the South Phase, the Developer shall furnish a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form of **Exhibit C**, attached hereto and incorporated herein by reference.

(b) The appropriate City official shall, within 30 days following delivery of the Certificate of Substantial Completion, make such inspections as may be reasonably necessary to verify to its reasonable satisfaction the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. If the City fails to approve or reject the Certificate of Substantial Completion in writing within such 30-day period, then the Developer shall notify the City in writing of its failure to take action on the Certificate of Substantial Completion and the City shall have 15 days from receipt of such notice to accept or reject the applicable Certificate of Substantial Completion in writing. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such additional 15-day period, the appropriate City official accepts or rejects the Certificate of Substantial Completion. If the appropriate City official rejects a Certificate of Substantial Completion and/or accompanying certifications, such rejection shall specify in reasonable detail in what respects the Developer has failed to complete the Initial Work for the North Phase or the South Phase, as applicable, in reasonable accordance with the provisions of this Agreement, or in what respects the Developer is otherwise in default, and what reasonable measures or acts the Developer must take or perform, in the opinion of such City official, to obtain such acceptance. Upon acceptance of the Certificate of Substantial Completion by the City or upon the lapse of the additional 15-day period referenced above without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the St. Louis County Recorder, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the Initial Work for the North Phase or South Phase, as applicable.

(c) Upon acceptance (or deemed acceptance) of any Certificate of Substantial Completion by the City, the Developer may record the Certificate of Substantial Completion with the St. Louis County Recorder, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the applicable portion of the Work in accordance with this Agreement.

3.12. Community Improvement District.

(a) The Developer shall petition the City for the creation of the District following its acquisition of the Property. The District's boundaries shall cover all portions of the Property that would be reasonably expected to generate District Revenues if included in the District.

(b) The Developer shall and shall cause the District, promptly following its formation and constitution of a board of directors, to:

(1) authorize and enter into the District Project Agreement, and

(2) take such steps as are necessary (including casting votes as a qualified voter under the CID Act) to impose:

(i) the District Sales Tax in the amount of one percent (1.0%); and

(ii) if the RPA 1 Redevelopment Project includes a hotel, the District Hotel Assessments in the amount of \$5.00 per occupied sleeping room or suite per night.

(c) The parties agree that the Developer, so long as it or a Related Party owns real property or a business operating in the District, shall be authorized to designate a majority of the governing body of the District.

(d) The City acknowledges that the District is integral to the financing of the RPA 1 Redevelopment Project, and in that regard the City will cooperate with and assist the Developer in all proceedings relating to the creation and certification of the District.

(e) Until the TIF Obligations are paid in full, the District shall not issue any bonds or notes or incur any other obligations without the prior written consent of the City, which may be withheld in its sole and absolute discretion. After the TIF Obligations are paid in full, the District may issue bonds, notes and other obligations as it determines appropriate; however, the District will not issue any tax-exempt bonds, notes or obligations without the City's prior written consent (which shall not be unreasonably withheld, conditioned or delayed).

(f) The parties agree that 50% of the District Revenues attributable to the District Sales Tax will constitute Economic Activity Taxes and will be transferred to or at the direction of the City for deposit into the EATS Account of the Special Allocation Fund pursuant to Section 6.1 (and the Developer will cause the District to provide the necessary consents thereto required by Section 99.845.3 of the TIF Act). In addition, the Developer will cause the District to transfer all other District Revenues (i.e., the portion of District Sales Tax revenues not required to be deposited into the Special Allocation Fund by operation of the TIF Act, the District Hotel Assessments and the District Special Assessments) to the City or to any Trustee for any TIF Obligations in accordance with Section 6.2. Once all TIF Obligations have been repaid, the District may use District Revenues for any purpose permitted by the CID Act and the petition providing for the creation of the District, but, with respect to the North Phase Anchor site, only with the prior written consent of the end-user of the North Phase Anchor site, which consent may be withheld for any reason or no reason in the end-user's sole and absolute discretion, provided, however, that such prior written consent shall be required only if the end-user of the North Phase Anchor site at the time that all TIF Obligations have been repaid is the same end-user that the parties hereto anticipated would initially acquire the North Phase Anchor site from the Developer.

3.13. No Other Special Districts; No Other Fees, Assessments or Taxes. The Developer and the City acknowledge and agree that, except for the District formed in accordance with Section 3.12, neither the Developer nor the City shall petition for or consent to the formation of any special districts, including without limitation any community improvement districts, transportation development districts or neighborhood improvement districts, that include the North Phase Anchor site in their boundaries without the prior written consent of the end-user of the North Phase Anchor site, which consent may be withheld for any reason or no reason in the end-user's sole and absolute discretion, provided, however, that such prior written consent shall not be required if the end-user of the North Phase Anchor site that the parties hereto anticipate will initially acquire the North Phase Anchor site from the Developer does not acquire the North Phase Anchor site. So long as the Developer owns any portion of the Property, the Developer and the City shall not take any affirmative action to authorize or voluntarily agree or otherwise consent to the imposition of any additional fees, assessments or taxes on the North Phase Anchor site, except for the District Sales Tax and the District Hotel Assessments identified in Section 3.12 without the prior written consent of the end-user of the North Phase Anchor site, which consent may be withheld for any reason or no reason in the end-user's sole and absolute discretion, provided, however, that such prior

written consent shall not be required if the end-user of the North Phase Anchor site that the parties hereto anticipate will initially acquire the North Phase Anchor site from the Developer does not acquire the North Phase Anchor site. Nothing in this Section shall prohibit the City from authorizing additional fees, assessments or taxes on the North Phase Anchor site, provided that such fees, assessments or taxes are applicable throughout the entire City and become effective only upon the approval of a ballot question by the requisite percentage of registered voters at a City-wide election.

ARTICLE IV

REIMBURSEMENT OF DEVELOPER COSTS

4.1. City's Obligation to Reimburse Developer. The City agrees to reimburse the Developer, but solely from the proceeds of the TIF Notes and/or TIF Bonds as provided herein, for verified Reimbursable Redevelopment Project Costs in an amount not to exceed the Maximum Reimbursement Amount and the RPA 2/3 Advance Amount (plus Issuance Costs and accrued interest on any TIF Notes).

4.2. Reimbursements Limited to Reimbursable Redevelopment Project Costs. Reimbursements to the Developer are limited to costs that qualify as "redevelopment project costs" under Section 99.805 of the TIF Act, plus Issuance Costs and accrued interest on the TIF Notes. Reimbursable Redevelopment Project Costs incurred by the Developer will be eligible for reimbursement upon compliance with the following procedures:

(a) The Developer may submit to the City, no more frequently than once per month, a Certificate of Reimbursable Redevelopment Project Costs in substantially the form of **Exhibit D**, attached hereto and incorporated herein by reference. Such Certificate shall be accompanied by itemized invoices, receipts or other information that will demonstrate that any cost has been incurred and qualifies for reimbursement pursuant to this Agreement.

(b) The City shall notify the Developer in writing within 15 days after each submission of its approval or disapproval of the costs identified in each Certificate of Reimbursable Redevelopment Project Costs. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a Reimbursable Redevelopment Project Cost under this Agreement, the City shall so notify the Developer in writing within 15 days after the submission, identifying the ineligible cost and the basis for determining the cost to be ineligible. The Developer shall then have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs, which shall be included with a supplemental application for payment submitted within 15 days after the City's notification of any ineligible costs. The City shall then review and notify the Developer in writing within 15 days after submission of its approval or disapproval of the costs identified in the supplemental application for payment. If the City fails to approve or disapprove the Certificate of Reimbursable Redevelopment Project Costs within 15 days of submission, the Developer shall notify the City in writing of the City's failure to take action and shall advise the City that the City's failure to take action within an additional 7 days will result in the deemed approval of the Certificate of Reimbursable Redevelopment Project Costs. If the City fails to approve or disapprove of the Certificate of Reimbursable Redevelopment Project Costs within the additional 7-day period, the City shall be deemed approved. Notwithstanding anything to the contrary above, (1) the maximum amount of reimbursement for Reimbursable Redevelopment Project Costs shall not exceed the sum of the Maximum Reimbursement Amount (plus Issuance Costs) and the RPA 2/3 Advance Amount, and (2) no reimbursement shall be permitted for any costs related to the

vertical construction of buildings. Subject to the foregoing, the City acknowledges and agrees that all of the Acquisition Costs associated with the RPA 1 Redevelopment Project and the RPA 2/3 Advance Amount are Reimbursable Redevelopment Project Costs.

(c) The Developer shall provide such information, books and records as the City may reasonably request for the City to confirm that any cost submitted qualifies as a Reimbursable Redevelopment Project Cost under this Agreement, has been incurred and paid by the Developer, and has not been reimbursed by the City or the District. The City may retain such consultants as it deems necessary in connection with such review, the cost of which shall be paid from the funds deposited pursuant to **Section 2.2(b)**.

4.3. City's Obligations Limited to Special Allocation Fund and Bond Proceeds. Notwithstanding any other term or provision of this Agreement, the TIF Notes issued by the City for Reimbursable Redevelopment Project Costs are payable only from Available Revenues and Bond Proceeds, and not from any other source.

ARTICLE V

OBLIGATIONS

5.1. Issuance of TIF Notes. Subject to the limitations contained herein, so long as no default by the Developer has occurred and is continuing hereunder, the City will issue the TIF Notes, in the form substantially similar to **Exhibit E**, attached hereto and incorporated herein by reference, to an Original Purchaser to evidence reimbursement of Reimbursable Redevelopment Project Costs up to the Maximum Reimbursement Amount and the RPA 2/3 Advance Amount plus Issuance Costs as provided herein. The City may issue the TIF Notes in either a taxable and/or a tax-exempt series.

(a) *Terms.* The TIF Notes shall have the following terms:

(1) The TIF Notes shall bear interest at 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 TIF 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 TIF Notes (in the opinion of Bond Counsel) is excluded from gross income for federal income tax purposes (the "*Tax-Exempt Rate*").

(2) Notwithstanding any provision herein to the contrary, (i) in no event shall the interest rate on the TIF Notes exceed the maximum rate permitted by law and (ii) in no event shall the interest rates on the TIF Notes at the date of issuance thereof exceed the rates that, based on the Developer's reasonable projections of Available Revenues, would enable the TIF Notes to be paid in full before the stated maturity thereof.

(3) Interest on the TIF Notes shall be compounded semi-annually.

(4) All TIF Notes shall have a stated maturity equal to the longest period permissible under the TIF Act.

(b) *Issuance of the TIF Notes for the RPA 2/3 Advance Amount.* Following the approval of the Note Ordinance, the City shall issue TIF Notes in an amount equal to the RPA 2/3

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

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

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

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

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

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

(5) the City has approved the Note Ordinance.

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

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

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

(2) the District Sales Tax and, if the RPA 1 Redevelopment Project includes a hotel, the District Hotel Assessments have been duly approved by the requisite actions of the District's governing body, property owners and qualified voters.

Notwithstanding anything contained herein to the contrary, the principal amount of the TIF Notes may be endorsed by the RPA 2/3 Advance Amount (to a maximum of \$58,500,000 plus Issuance Costs) if the conditions set forth in Sections 5.1(d)(1) and (2) above have not occurred but the Developer pays, or causes to be paid, the RPA 2/3 Advance Amount pursuant to Section 2.3(a).

5.2. TIF Bonds.

(a) *When Issued.*

(1) The City, at its discretion, may issue or cause to be issued TIF Bonds at any time, including prior to completion of any of the Work. Such TIF Bonds may be issued in an amount sufficient to refund all or, with the Developer's prior written consent, a portion of the outstanding TIF Notes or to fund any portion of the Work. If TIF Bonds are issued before the receipt of Certificates of Substantial Completion for both the North Phase and the South Phase (either to refund previously issued TIF Notes or in lieu of TIF Notes), the City and the Developer must enter into a mutually-agreeable Bond Financing Agreement, setting forth the terms upon which the Bond Proceeds will be made available to the Developer to fund portions of the Work and/or reimburse the Developer for previously-incurred Reimbursable Redevelopment Project Costs.

(2) Notwithstanding anything to the contrary contained herein, after the acceptance of the Certificates of Substantial Completion, the City will use its best efforts to issue or cause to be issued TIF Bonds in an amount sufficient to refund all or, with the Developer's prior written consent, a portion of the outstanding TIF Notes, provided that the market conditions are such that the payment terms of the TIF Bonds are sufficiently favorable that a reasonably prudent financial officer or agent of a similarly situated political subdivision would undertake such a refunding or refinancing of the TIF Notes.

(3) Alternatively, the Developer may, with the City's consent, request the IDA to issue TIF Bonds in an amount sufficient to refund all or a portion of the outstanding TIF Notes.

(4) The Developer may, from time to time, make a written request of the City for the issuance of the TIF Bonds, provided that the City shall have no obligation to issue the TIF Bonds except in accordance with this Section.

(5) Notwithstanding the foregoing, no TIF Bonds shall be issued by the City or the IDA until such time as:

(A) the City has received the consents required pursuant to Section 6.1(c), if any; and

(B) the City has received such other certificates, statements, receipts and documents as may be reasonably required by the underwriter or other purchaser in connection with its purchase of the TIF Bonds or by Bond Counsel to deliver its opinion to the effect that the TIF Bonds constitute valid and legally binding special, limited obligations of the City.

(b) *Subordinate Notes.* If the maximum amount of TIF Bonds possible is insufficient to refund all TIF Notes, then any TIF Notes that are not refunded will become or be reissued as Subordinate Notes in accordance with this subparagraph. Unless the Developer otherwise consents, the Subordinate Notes will be fully subordinated to the TIF Bonds as to principal, but interest on the Subordinate Notes shall be paid before principal is paid on the TIF Bonds. The Subordinate Notes shall have the same outstanding principal amount as the TIF Notes that they redeem or replace, shall have a stated maturity equal to the longest period permissible under the TIF Act and shall bear interest at the fixed rate of 8.00% per annum.

5.3. Cooperation in the Issuance of TIF Obligations.

(a) If the City or the IDA issues TIF Bonds, the Developer covenants to cooperate, and to cause the District to cooperate, and take all reasonable actions necessary to assist the City and Bond Counsel, underwriters and financial advisors in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the TIF Bonds, including (1) disclosure of tenants of the Property and the non-financial terms of the leases between the Developer and such tenants, and (2) providing sufficiently detailed estimates of Reimbursable Redevelopment Project Costs so as to enable Bond Counsel to render its opinion as to the tax-exemption of TIF Bonds. The Developer shall, if requested by the City, execute a continuing disclosure agreement or undertaking, whereby the Developer will be required to provide annual updates to certain operating information, including the information regarding tenant leases described above. Unless otherwise required by law, the Developer will not be required to disclose to the general public or any investor the rent payable under any such lease or any proprietary or confidential financial information pertaining to the Developer, its tenants or the leases with its tenants, but upon the execution of a confidentiality agreement acceptable to the Developer, the Developer will provide such information to the City's financial advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement, provided that the end-user of the North Phase Anchor site shall not be subject to such compliance obligation except for the obligation to provide the information required by Section 6.4.

(b) If the IDA issues the TIF Bonds, the City covenants to cooperate and take all actions reasonably necessary to assist the IDA in the issuance of the TIF Bonds. The maturity date of any TIF Bonds issued by the IDA may be later than June 9, 2042 (i.e., 23 years from the adoption of the TIF Ordinances), but the City's obligation to contribute TIF Revenues and City Revenues to the repayment of such TIF Bonds issued by the IDA shall terminate no later than June 9, 2042. Any TIF Bonds outstanding after such date shall be payable from District Revenues only.

(c) Notwithstanding anything to the contrary contained herein, the City and the Developer acknowledge and agree that, if recommended by Bond Counsel, TIF Obligations may be issued in separate series payable from separate portions of the Available Revenues (for example, Bond Counsel may recommend a separate series of TIF Obligations payable only from District Revenues).

5.4. City to Select Bond Counsel, Underwriter and Consultants; Term and Interest Rate.

(a) The City shall select, in its sole discretion, following consultation with the Developer, Bond Counsel, underwriters, financial advisors, the trustee and consultants as the City deems necessary for the issuance of the TIF Bonds. The TIF Bonds shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City, following consultation with the Developer, underwriters, financial advisors and consultants, shall reasonably determine in conformance with the terms of this Agreement.

(b) The City will promptly notify the Developer if the selected underwriting firm or other prospective purchaser of the TIF Bonds determines that it is not able to purchase TIF Bonds in a sufficient amount to refund all of the outstanding TIF Notes. The Developer shall then have 60 days from the date of such notice to identify an alternative underwriting firm or prospective purchaser of the TIF Bonds that will be able to accommodate a full refunding of the outstanding TIF Notes (the "Alternate Purchaser") and present such Alternate Purchaser to the City for its consideration (during such 60 day period, the City will not issue or market any TIF Bonds). The City will make a good faith evaluation of the Alternate Purchaser's qualifications and the proposed terms of the transaction, and, so long as, in the City's reasonable discretion, the payment terms of the TIF Bonds as provided by the Alternative Purchaser are sufficiently favorable that a reasonably prudent financial officer or agent of a similarly situated political subdivision would undertake such a refunding or refinancing of the TIF Notes, the City will begin working with the Alternate Purchaser to issue the TIF Bonds.

5.5. No Other Obligations or Uses of Available Revenues. So long as the Original Purchaser holds any of the TIF Notes initially issued hereunder, the City shall not issue any other indebtedness or obligations secured by Available Revenues deposited into the account of the Special Allocation Fund from which such TIF Notes are secured (other than TIF Obligations to refund and refinance, and redeem and pay in full, such TIF Notes), and, except as provided in **Section 6.3(a)(3)**, the City shall not use or apply any Available Revenues to pay any Redevelopment Project Costs other than the Reimbursable Redevelopment Project Costs. Following the redemption and payment in full of the TIF Obligations, the City may utilize any excess Available Revenues that are not needed to pay the TIF Obligations to pay any other authorized Redevelopment Project Costs. Nothing in this Section shall be construed to prohibit or limit the City's ability to issue obligations secured by the amounts referenced in **Section 6.3(a)(3)** for the purpose of funding the redevelopment projects for RPA 2 and RPA 3.

ARTICLE VI

SPECIAL ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES; TAX ABATEMENT

6.1. Special Allocation Fund. The City agrees to cause its Finance Director or other financial officer to maintain the Special Allocation Fund, including within such fund a "*PILOTS Account*," an "*EATS Account*," a "*City Revenues Account*," and a "*District Revenues Account*." Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, the City Revenues, and District Revenues, subject to annual appropriation by the City Council and/or the District, as applicable, the City will, promptly upon receipt thereof, deposit all Payments in Lieu of Taxes into the PILOTS Account, all Economic Activity Taxes that constitute TIF Revenues into the EATS Account, all City Revenues into the City Revenues Account, and all District Revenues (that are received by the City and are not TIF Revenues) into the District Revenues Account. The City shall take all actions necessary to cause the Assessor and County Collector to perform all duties required to be performed pursuant to Section 99.845 of the TIF Act.

(a) *Certificate of Total Initial Equalized Assessed Value.* The City shall provide to the Developer, within 30 days after the City's receipt thereof, the County Assessor's calculation of the total initial assessed value of all taxable property within RPA 1, determined pursuant to Section 99.855.1 of the TIF Act.

(b) *Certificate of Initial Economic Activity Tax Revenues.* The City shall provide to the Developer and shall file with St. Louis County, within 30 days after the City's receipt thereof,

a certification of the total additional revenues from Economic Activity Taxes that are eligible pursuant to the TIF Act or other Missouri law for deposit into the Special Allocation Fund and that were imposed by the City or other taxing districts for economic activities within RPA 1 in the calendar year prior to the adoption of tax increment financing for such area; provided, the certification is required with respect to Economic Activity Taxes derived from utility usage only if the Developer provides to the City, within 12 months after the execution of this Agreement, copies of utility bills for all Property within RPA 1 together with such other information as the City determines is reasonably required to prepare the certification with respect to sales taxes on utility usage.

(c) *Consent to Release of Sales Tax Information.* If there are six or fewer businesses generating sales taxes, the Developer shall cause each business within RPA 1 to deliver (i) a consent to disclose the amount of sales taxes remitted to the Missouri Department of Revenue from taxable sales within RPA 1 and to allow the City to make public such information for the purposes of complying with reporting requirements contained in the TIF Act, calculating City Revenues and making certain disclosures associated with any public offering or private placement of TIF Bonds and (2) a certification of such business's taxable retail sales within RPA 1 for the purpose of calculating City Revenues. Receipt of such consent shall be a prerequisite to the issuance of the TIF Notes or TIF Bonds. Notwithstanding anything to the contrary in this Agreement, the City shall have no obligation to include within its calculation of City Revenues the sales tax revenues generated from any business within RPA 1 that has not provided the above-described release or certification, but for which the Developer is required by this paragraph to cause to be provided. To the extent permitted by law, the City will not disclose the name of any business to which sales are attributable.

6.2. Transfer of District Revenues. The Developer shall cause the District, subject to annual appropriation by its board of directors and in accordance with the District Project Agreement, to transfer all District Revenues to the City or to a Trustee for any TIF Obligations for deposit in the District Revenues Account of the Special Allocation Fund or with the Trustee. If District Revenues are paid to the City, the Finance Director or other financial officer of the City shall maintain separate subaccounts for the District and shall divide the District Revenues into the appropriate subaccounts. The monies on deposit in any District Revenues Account shall be pledged to the payment of the principal of and interest on any outstanding TIF Obligations, subject to applicable law.

6.3. Application of Available Revenues.

(a) The City hereby agrees to apply the Available Revenues semi-annually to the payment of the TIF Notes as provided herein. Unless otherwise specified below, such money shall be applied to such payment (either by the Finance Director or other financial officer or, at the option of the City, by the Trustee on behalf of the City) first from the EATS Account, then from the District Revenues Account, then from the PILOTS Account and then from the City Revenues Account, as follows:

(1) Declare as surplus pursuant to the TIF Act, the amounts described in **Section 6.4(b) and (c)**;

(2) Solely from District Revenues, pay the District Administrative Costs (as defined in the District Project Agreement);

(3) Transfer the sum required by **Section 2.3(b)** to a separate account or accounts maintained by the City for the purpose of paying costs associated with the redevelopment projects for RPA 2 and RPA 3;

(4) Pay arbitrage rebate, if any, owed with respect to the TIF Obligations under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate;

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

(6) Pay to the City as compensation for the administration of the Redevelopment Plan and this Agreement (including to reimburse the City for costs incurred by third parties in connection with such administration), the sum of \$25,000 per calendar year, increased annually by three percent;

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

(8) Pay scheduled principal of, premium, if any, and interest becoming due (by reason of maturity or mandatory sinking fund redemption) on the TIF Obligations on each interest payment date;

(9) Redeem TIF Obligations using all remaining Available Revenues; and

(10) Reimburse the City for any moneys, other than PILOTS and Economic Activity Taxes, that were applied to pay TIF Obligations or to pay Redevelopment Project Costs for RPA 2 and RPA 3, to the extent permitted by law.

Notwithstanding any other provision herein, if the Developer does not pay the amount set forth in Section 2.3(a) when due, the City may, in addition to any other available remedies, apply Available Revenues for that purpose until the RPA 2/3 Advance Amount has been paid, before paying any other amount under this Section 6.3(a).

(b) If TIF Bonds are issued, Available Revenues will be applied in the manner described in the trust indenture for the TIF Bonds. The City and the Developer agree that Available Revenues may, if recommended by Bond Counsel, be bifurcated so that portions of the Available Revenues are used to pay separate series of TIF Obligations (for example, Bond Counsel may recommend a series of TIF Obligations payable only from District Revenues).

(c) If the moneys available in the Special Allocation Fund are insufficient to reimburse the City as provided in (a)(6) or (a)(7) above 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.

(d) The City agrees to direct the officer of the City charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the City Council for each fiscal year that the TIF Obligations are outstanding a request to appropriate all moneys in the EATS Account and the City Revenues Account in the manner provided by this Section.

(e) Notwithstanding anything to the contrary contained herein, the ratio of District Revenues to all Available Revenues applied pursuant to (a) above shall not exceed the ratio of Reimbursable Redevelopment Project Costs eligible for reimbursement under the CID Act, if applicable, to all Reimbursable Redevelopment Project Costs.

6.4. Developer Cooperation in Determining Available Revenues.

(a) The Developer (or its successor(s) in interest as an owner or owner(s) of the affected portion(s) of the Property) shall:

(1) require each "seller" (as that term is defined in Section 144.010(10) of the Revised Statutes of Missouri, as amended) located on the Property that has multiple business operations within the City to file Missouri Department of Revenue Form 53-1 in such a manner that separately identifies the amount of taxable sales and amount of sales tax remitted for each physical location within the City in order to separately identify and declare all sales taxes originating within RPA 1;

(2) supply or cause to be promptly supplied to the City, monthly sales tax information of each "seller" (as that term is defined in Section 144.010(10), RSMo.) in a form substantially similar to the sales tax returns filed with the Missouri Department of Revenue or a certification of the information contained in such returns for the City to calculate City Revenues, which information or certification shall consist solely of the amount of taxable sales and the amount of tax remitted for each physical location within the City;

(3) make good faith efforts to assist the City in compiling any information that the City must publicly report, including, without limitation, the information required by Section 99.865.1 of the TIF Act, provided that any assistance by successor(s) in interest as an owner or owner(s) of the affected portion(s) of the Property shall be limited to providing (i) information regarding the amount of taxable sales generated within such portion(s) of the Property, (ii) the amount of sales tax remitted for each physical location within such portion(s) of the Property, and (iii) the aggregate amount of ad valorem real property taxes and Payments in Lieu of Taxes made to the County Collector with respect to such portion(s) of the Property; and

(4) include a provision in every new or amended lease, purchase agreement or similar agreement requiring any lessee, purchaser or transferee of real property or other user of real property located within RPA 1 that states:

Economic Activity Taxes: [*Tenant/Purchaser/Transferee*] acknowledges that the Premises are a part of a tax increment financing district ("TIF District") created by the City of University City, Missouri (the "City") and that certain taxes generated by [*Tenant/Purchaser/Transferee*]'s economic activities, including sales taxes, will be applied toward the costs of improvements for the development that the Premises are part of. Upon the request of [*Landlord/Seller/Transferor*] or the City, [*Tenant/Purchaser/Transferee*] shall forward to the City sales tax information in a form substantially similar to the sales tax returns filed with the Missouri Department of Revenue for its property located in the TIF District or a certification of the information contained in such returns, which information or certification shall consist solely of the amount of taxable sales and the amount of sales tax remitted for each physical location within the City, and, upon request of the City (and only if required by the redevelopment agreement between the City and the [*Landlord/Seller/Transferor*]), shall provide copies of utility bills or such other information regarding utility gross receipts taxes generated by

[*Tenant/Purchaser/Transferee*]'s economic activities in the TIF District as the City shall require, which information shall consist solely of the amount of utility gross receipts taxes remitted for the Premises. Sales tax confidentiality shall be protected by the City as required by law. [*Tenant/Purchaser/Transferee*] acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

Alternate language may be used by the Developer if such language is approved by the City Attorney or special counsel retained by the City. At the request of the City, the Developer shall provide a certification to the City confirming that a lease, purchase agreement or similar agreement includes the provisions satisfying the Developer' obligation as set forth above.

(b) If the City receives sufficient information from the Developer to prepare a certification of the "base" Economic Activity Taxes pursuant to **Section 6.1(b)**, the Developer shall thereafter, if possible, supply, or cause to be promptly supplied, to the City, by March 31 of each year, copies of utility bills for Property within RPA 1 for the preceding calendar year, or such other information as the City determines is reasonably required to calculate the amount of Economic Activity Taxes attributable to utility usage, which information shall consist solely of the amount of utility gross receipts taxes remitted from RPA 1. The City and the Developer acknowledge and agree that the end-user of the North Phase Anchor site shall have no obligation to provide copies of its utility bills for its portion of the Property within RPA 1 or such other information as the City determines is reasonably required to calculate the amount of Economic Activity Taxes attributable to utility usage. The Developer acknowledges that the City will not be able to accurately determine the Economic Activity Taxes attributable to utility usage in RPA 1 if the Developer does not provide the foregoing information. Accordingly, if the Developer does not provide that information, the Developer waives any claim to utility tax revenues and agrees to bring no suit, claim or other action against the City seeking the deposit of utility tax revenues into the Special Allocation Fund. In that case, any utility tax revenues generated from RPA 1 shall be declared to be surplus by the City pursuant to the TIF Act.

(c) The Developer hereby acknowledges and agrees that the City likely will be unable to readily identify whether use tax revenues are generated within RPA 1 and, therefore, subject to tax increment financing. Accordingly, the Developer hereby waives any claim to use tax revenues that the City cannot readily identify as having been generated in RPA 1, and hereby agrees to bring no suit, claim or other action against the City seeking deposit of such use tax revenues into the Special Allocation Fund. To the extent any use tax revenues generated in RPA 1 qualify as Economic Activity Taxes, such taxes shall be declared as surplus under the TIF Act.

6.5. Obligation to Report TIF Revenues and District Revenues. Any purchaser or transferee of real property located within the Property, and any lessee or other user of real property located within the Property required to pay TIF Revenues and District Revenues, shall use all reasonable efforts to timely furnish to the City such documentation as is required by **Section 6.4**. So long as any TIF Obligations are outstanding, the Developer shall cause such obligation to be a covenant running with the land and shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

6.6. Tax Abatement.

(a) The Developer may, at its option, submit a Development Plan to the City for consideration in accordance with the 353 Procedural Ordinance. Upon the determination by the City Attorney or special counsel retained by the City that the Development Plan meets the requirements of Chapter 353, the 353 Procedural Ordinance and the intent of this Agreement, the City Attorney or special

counsel shall recommend that the City initiate the proceedings required under the 353 Procedural Ordinance to consider legislative approval of the Development Plan.

(b) The Developer shall make ad valorem real property tax payments on the Property owned by the Developer within RPA 1 until such time as the tax abatement for the applicable portion of the Property becomes effective as provided in this Section and the 353 Approval Ordinance.

(c) If the 353 Approval Ordinance is duly enacted and subject to the provisions of this Agreement, all Property acquired by the Corporation pursuant to the Development Plan (the "353 Property") shall not be subject to assessment or payment of general ad valorem taxes imposed by St. Louis County, the State of Missouri, or any political subdivision thereof, except for the Unabated Property Tax Payments, for a period that commences with the calendar year in which fee title transfer of the 353 Property to the Corporation occurs and ending on the earliest of the following: (1) December 31, 2042 (i.e., no later than the 23rd year after the adoption of the TIF Ordinances); (2) the date upon which all TIF Obligations have been paid; or (3) the date upon which this Agreement is terminated.

(d) During the period identified in (c) above, the Developer (or any subsequent owner of the 353 Property or portion thereof) shall make the Unabated Property Tax Payments and, during the first 10 years of the abatement period, the 353 PILOT Payments. The obligation to make the 353 PILOT Payments shall constitute a lien against the 353 Property. The 353 PILOT Payments shall be payable directly to the County Collector by December 31 of each year and enforceable by the County Collector in the same manner as general real estate taxes. All 353 PILOT Payments that are not paid when due shall bear interest at the interest rate of 18% per annum from the date such payment was first due. Within 30 days after the execution of this Agreement, the City shall furnish the County Collector and the County Assessor with a copy of this Agreement. The County Collector shall allocate the revenues received from the 353 PILOT Payments among applicable taxing authorities in accordance with Section 353.110.4 of Chapter 353.

(e) If, in any year, the Unabated Property Tax Payments exceed the amount of ad valorem real property taxes that are generated from the initial equalized assessed valuation of the 353 Property, as certified pursuant to Section 6.1(a), such overage shall be deposited into the Special Allocation Fund as Payments in Lieu of Taxes.

(f) Upon the conclusion of the period identified in (c) above, no tax abatement shall apply to RPA 1.

(g) Unless the Developer has obtained the prior written consent of the end-user of the North Phase Anchor site, which consent may be withheld for any reason or no reason in the end-user's sole and absolute discretion, the Developer shall not convey to the Corporation that portion of the Property to be included as the North Phase Anchor site. The City and the Developer acknowledge and agree that the portion of the Property to be included in the North Phase Anchor site shall not be subject to tax abatement pursuant to this Section and shall not be subject to the District Special Assessments, except to the extent that the end-user of the North Phase Anchor site has provided its prior written consent to such District Special Assessments, which consent may be withheld for any reason or no reason in the end-user's sole and absolute discretion, provided, however, that such prior written consent shall not be required if the end-user of the North Phase Anchor site that the parties hereto anticipate will initially acquire the North Phase Anchor site from the Developer does not acquire the North Phase Anchor site.

ARTICLE VII

GENERAL PROVISIONS

7.1. Developer's Right of Termination.

(a) At any time prior to the delivery of the Certificate of Substantial Completion with respect to the North Phase, the Developer may, by giving written notice to the City, abandon the Work and terminate this Agreement.

(b) At any time prior to the delivery of the Certificate of Substantial Completion with respect to the South Phase, the Developer may, by giving written notice to the City, abandon the Work with respect to the South Phase and terminate this Agreement.

7.2. City's Right of Termination.

(a) Subject to **Section 7.6**, the City may terminate this Agreement at any time prior to the delivery of a Certificate of Substantial Completion, but only if the Developer:

(1) defaults in or breaches any material provision of this Agreement and fails to cure such default or breach pursuant to **Section 7.6** (subject to extension in accordance with **Section 7.7** unless expressly stated otherwise herein); or

(2) materially breaches any representation or warranty contained in **Section 8.2**.

(b) Subject to **Section 7.6**, the City may terminate this Agreement with respect to the South Phase only at any time following the delivery of the Certificate of Substantial Completion for the North Phase and prior to the delivery of the Certificate of Substantial Completion for the South Phase, but only if the Developer:

(1) defaults in or breaches any material provision of this Agreement and fails to cure such default or breach pursuant to **Section 7.6** (subject to extension in accordance with **Section 7.7** unless expressly stated otherwise herein); or

(2) materially breaches any representation or warranty contained in **Section 8.2**.

7.3. Results of Termination. If this Agreement is terminated pursuant to **Section 7.1** or **Section 7.2**, then:

(1) except as provided in **Section 3.1(e)**, all TIF Obligations shall remain outstanding and shall be on parity with any subsequent TIF Obligations issued in connection with the RPA 1 Redevelopment Project; and

(2) the Developer shall have no further obligations to the City with respect to the RPA 1 Redevelopment Project, except those that expressly survive pursuant to **Section 7.18**.

7.4. Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate and shall become null and void on that date which is the latest of (a) 23 years from the date of adoption of the TIF Ordinances, (b) the payment of all Reimbursable Redevelopment Project Costs and the retirement in full of all TIF Obligations, or (c) the delivery of a written notice by the

City (and recordation of a copy of such notice with the St. Louis County Recorder of Deeds) that this Agreement has been fully terminated pursuant to Section 7.1 or 7.2.

7.5. Successors and Assigns; Transfers to Tax-Exempt Organizations.

(a) Successor and Assigns.

(1) This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective successors and assigns.

(2) Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the RPA 1 Redevelopment Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, except as set forth below, prior to the City's acceptance of a Certificate of Substantial Completion, the Developer may not sell any Property it owns or assign its rights or obligations hereunder without the City's prior written approval, which such approval shall not be unreasonably withheld, conditioned or delayed.

(3) The Developer may, without the City's prior approval:

(A) assign all of its rights, duties and obligations hereunder to a Related Party if (i) such entity expressly assumes all of the Developer's rights, duties and obligations hereunder, (ii) such entity provides evidence as required by Section 7.9, (iii) the Developer provides at least 15 days' advance written notice of the proposed assignment (and a copy of the proposed assignment agreement) to the City, and (iv) the Developer promptly provides a copy of the executed assignment to the City; or

(B) encumber or collaterally assign its interests in the Property or any portion thereof to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs or associated costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment and for the successor to further transfer the property to its successors; or

(C) lease or sell portions of RPA 1 to tenants or other end-users in the ordinary course of the development, which lease or sale shall not constitute an assignment of any rights or interests of the Developer under this Agreement and such tenants or other end-users leasing or purchasing a portion of the Property within RPA 1 shall not assume the obligations of the Developer under this Agreement; and/or

(D) designate the entity or party to which the TIF Notes shall be issued or endorsed by delivering written notice of such designation to the City and assign or endorse all of Developer's rights in any TIF Notes to such entity or party.

(b) *Tax-Exempt Organizations.* Except in connection with relocating any tenants within RPA 1, the Developer, without the prior written consent of the City, shall not, until all Reimbursable Redevelopment Project Costs have been paid (including TIF Obligations issued to finance such Reimbursable Redevelopment Project Costs), sell all or any portion of the Property to an organization exempt from payment of ad valorem property taxes, unless such organization agrees to pay to the City, for deposit into the Special Allocation Fund, payments in lieu of taxes equal to the ad valorem real property taxes that would be due on such portion of the Property, but for the organization's exempt status. Any organization that is or may become exempt from payment of ad valorem property taxes shall, by its purchase of a portion of the Property and for each year that it is exempt from paying ad valorem property taxes on such portion of the Property, agree to pay to the City, for deposit into the Special Allocation Fund, payments in lieu of taxes equal to the ad valorem real property taxes that would be due on such portion of the Property, but for the organization's exempt status. This obligation to make payments in lieu of taxes shall terminate upon the retirement of all TIF Obligations. This requirement shall be a covenant running with the land and shall be enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement.

7.6. **Remedies.** Notwithstanding anything to the contrary contained herein, in the case of any default in or breach of any term or condition of this Agreement by either party, the defaulting or breaching party shall, upon written notice from the other party specifying such default or breach, cure or remedy such default or breach within 30 days after receipt of notice (or such longer period as shall be reasonably required to cure such default, provided that the breaching party (a) has commenced such cure within said 30-day period and (b) diligently pursues such cure to completion. If such cure or remedy is not completed or diligently pursued, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party or to terminate this Agreement (provided, however, that any termination after the issuance of any TIF Obligations shall not affect the validity of the TIF Obligations or the City's obligations to apply Available Revenues in the manner described in Section 6.3).

7.7. **Extensions of Time for Performance.**

(a) Upon satisfaction of the provisions of paragraph (b) of this Section, neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; acts of terrorism; significant escalation of hostilities involving U.S. armed forces; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the applicable portion of the Work, including approval of the Approved Site Plan for the RPA 1 Redevelopment Project (but only if the Developer files all necessary documentation relating thereto in a timely manner considering the dates set forth in Section 3.3 of this Agreement); shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other causes beyond the reasonable control of the party required to perform, including, but not limited to, any referendum, litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the RPA 1 Redevelopment Project, the TIF Obligations, this Agreement or any other litigation that adversely affects the acquisition of the Property and/or development of the RPA 1 Redevelopment Project. The parties agree that, to their knowledge, no event of force majeure exists at the time of execution of this Agreement.

(b) No event under (a) shall be deemed to exist (1) as to any matter that could have been avoided by the exercise of due care in accordance with industry standards, (2) as to any matter

unreasonably perpetuated by the Developer, and (3)(A) unless the Developer uses good faith efforts to provide the City Manager with a written notice within 20 days of the Developer's knowledge of the commencement of such claimed event specifying the event of force majeure, or (B) the Developer demonstrates to the City Manager's reasonable satisfaction that the Developer has diligently pursued its obligations under this Agreement, but for reasons beyond the Developer's control, has been unable to complete such obligations within the time specified in this Agreement. Times for performance shall be extended only for the amount of delay resulting from the event of force majeure. In no event shall times for performance be extended by more than one year for all events of force majeure.

7.8. **Notices.** Any notice, demand or other communication required by this Agreement to be given by one party hereto to another shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, delivered personally, or transmitted electronically (and receipt confirmed by telephone or electronic read receipt):

(a) If to the City:

City of University City
6801 Delmar Boulevard
University City, Missouri 63301
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) If to the Developer:

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

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph. A duplicate copy of each notice or other communication given hereunder shall be given to each other party.

7.9. Insurance; Damage or Destruction of Redevelopment Project.

(a) In accordance with Section 3.4, the Developer will obtain or cause its contractors to maintain the insurance policies as hereinafter set forth at all times during the process of constructing the Work and continuing so long as any TIF Obligations are outstanding. The Developer shall, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(1) During the construction of the Work, builder's risk insurance in a commercially reasonable amount;

(2) Commercial liability insurance with coverages of not less than the current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri, as amended (which for calendar year 2019 is equal to \$2,865,330 for all claims arising out of a single accident or occurrence and \$429,799 for any one person in a single accident or incurrence). Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation-adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri, as amended; and

(3) Workers' Compensation insurance, with statutorily required coverage.

(b) The policies of insurance required pursuant to clause (2) above shall be in form and content reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State with a financial strength rating of not less than A- and a financial size category of not less than VIII as designated in the most current available "Best's" insurance reports. The policies of insurance delivered pursuant to clause (2) above shall name the City as an additional insured, shall be primary and non-contributory with respect to any insurance maintained by the City, and shall contain an agreement of the insurer to give not less than 30 days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. The Developer shall deliver or cause to be delivered to the City evidence, in the form of certificates of insurance, of all insurance to be maintained hereunder. The certificates of insurance shall state that "the City of University City is an additional insured on a primary and non-contributory basis."

(c) The Developer shall provide evidence (in form and substance reasonably acceptable to the City Attorney or special counsel retained by the City) that the insurance policy referenced in paragraph (a)(2) or another applicable policy includes contractual liability insurance covering the Developer's obligations to indemnify the City, as provided in this Agreement, by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of "A-" or better). Simultaneously with the delivery of this Agreement and annually thereafter prior to the acceptance or deemed acceptance of the Certificate of Substantial Completion for the North Phase portion of the Work, the Developer shall provide to the City Attorney evidence of continued insurance demonstrating compliance with this subsection. The Developer agrees to provide immediate written notice to the City when the cancellation, termination, expiration or modification of the applicable contractual liability policy occurs.

(d) The Developer hereby agrees that, so long as any TIF Obligations are outstanding, if any portion of the RPA 1 Redevelopment Project is damaged or destroyed, in whole or in part, by fire or other casualty (whether or not covered by insurance), or by any taking in condemnation proceedings or the exercise of any right of eminent domain, the RPA 1 Redevelopment Project may be restored, replaced or rebuilt with such alterations or changes as may be approved in writing by the City, which approval shall not be unreasonably withheld or delayed; subject, however, to the rights and prior claims of (and subject to the application of such proceeds pursuant to the direction of) any Project Lender. The Developer (upon learning of the same) shall give prompt written notice to the City of any damages or destruction to any portion of the RPA 1 Redevelopment Project by fire or other casualty, irrespective of the amount of such damage or destruction, and in such circumstances the Developer shall make the portions of RPA 1 that it controls safe and in compliance with all applicable laws as provided herein.

(e) These covenants are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

7.10. Inspection. The City may conduct such periodic inspections of the Work as may be generally provided in the Municipal Code. In addition, the Developer shall allow other authorized representatives of the City access from time to time upon reasonable advance notice to that portion of the site within the Developer's control for inspection of the RPA 1 Redevelopment Project. The Developer shall also allow the City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the design and construction of their respective portions of the Work as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement. The Developer shall advise each contractor for the RPA 1 Redevelopment Project of the contractor's obligations under the Municipal Code regarding permits and inspections. The provisions of this Section shall terminate upon the approval or deemed approval of the Certificate of Substantial Completion relating to the applicable portion of the Work.

7.11. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State for all purposes and intents. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this Agreement consent to the jurisdiction and venue of such court.

7.12. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

7.13. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

7.14. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

7.15. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

7.16. Actions Contesting the Validity and Enforceability of the Redevelopment Plan.

(a) Before the issuance of the TIF Bonds, if a third party brings an action against the City or the City's officials, agents, employees or representatives contesting the validity or legality of the TIF Ordinances, the Redevelopment Area, the RPA 1 Redevelopment Project, the Redevelopment Plan, the TIF Notes, this Agreement or the City's or the TIF Commission's consideration of any of the foregoing, the Developer may, at its option, assume the defense of such claim or action with counsel of the Developer's choosing, but the Developer may not settle or compromise any claim or action for which the Developer has assumed the defense without the prior approval of the City. If the City does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action or any portion of any settlement or compromise in excess of the settlement or compromise the Developer would agree to. The parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding; provided, the Developer and their counsel shall consult with the City throughout the course of any such action and the Developer shall pay all reasonable and necessary costs incurred by the City in connection with such action. All costs of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to **Article IV** hereof. The City shall have no obligation to defend the validity or legality of the TIF Ordinances, the Redevelopment Area, the RPA 1 Redevelopment Project, the Redevelopment Plan, the TIF Notes, this Agreement or the City's or the TIF Commission's consideration of the foregoing if the Developer chooses not to assume the defense of such claim or action as described above.

(b) In addition, if a third party brings an action against the City or the City's officials, agents, employees or representatives with respect to any other matter as to which the Developer is obligated to indemnify pursuant to **Section 7.17(b)**, the Developer may, at its option, assume the defense of such claim or action with counsel of the Developer's choosing, but the Developer may not settle or compromise any claim or action for which the Developer have assumed the defense without the prior approval of the City. If the City does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action or any portion of any settlement or compromise in excess of the settlement or compromise the Developer would agree to. The parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding; provided, the Developer and their counsel shall consult with the City throughout the course of any such action and the Developer shall pay all reasonable and necessary costs incurred by the City in connection with such action.

7.17. Release and Indemnification.

(a) *Releases.* Notwithstanding anything herein to the contrary, the City and its elected officials, officers, agents, servants, employees and independent contractors shall not be liable to the Developer for any damages or losses (including injuries and deaths) (1) resulting from any part of the TIF Act, or any ordinance adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, being declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof, (2) occurring at or about or resulting from the construction of the Work and the maintenance of the RPA 1 Redevelopment Project or (3) resulting from any lawful decision made or position taken by the City relating in any manner whatsoever to this Agreement, the Redevelopment Plan, the RPA 1 Redevelopment Project, the Approved Site Plan, the Work or the Property. The Developer hereby acknowledges and agrees that (A) all covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its elected officials, officers, agents, servants or employees in their individual capacities and (B) no official, employee or representative of the City shall be personally liable to the Developer.

(b) *Indemnifications.* The Developer covenants and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, agents, servants, employees and independent contractors against any loss or damage to property or any injury to or death of any person:

(1) occurring or resulting from (A) the acquisition of the Property, including, but not limited to, damages related to the abandonment of condemnation proceedings and (B) the construction of the Work, including, but not limited to, the location of hazardous wastes, hazardous materials or other environmental contaminants on the Property and the design and development of the RPA 1 Redevelopment Project;

(2) connected in any way to the negligence or willful misconduct of the Developer, their employees, agents or independent contractors; or

(3) resulting from the lack of compliance by the Developer with any state, federal or local environmental law, regulation or ordinance applicable to the Property.

The indemnification provided under this Section includes all costs of defense, including attorneys' fees, interest fees and other penalties. Notwithstanding anything to the contrary contained herein, the indemnity provided in this Section will not extend to any matters arising out of the negligence or intentional misconduct of the City and its elected officials, officers, agents, servants, employees and independent contractors and, further, the Developer retains a contractual remedy against the City in the event of a material breach of this Agreement on the part of the City.

(c) The releases and indemnifications contained in this Section shall survive termination or expiration of this Agreement, but nothing in this Agreement (including Section 7.19) shall be construed to require the Developer to indemnify the City, its elected officials, officers, employees, agents and independent contractors for any claims related to actions or events that occur after the termination of this Agreement.

7.18. Survival. Notwithstanding anything to the contrary in this Agreement, the following provisions shall survive the expiration or termination of this Agreement: (a) the Developer's

reimbursement obligation in **Section 2.2** with respect to costs incurred by the City prior to termination of this Agreement; (b) the Developer's payment obligation under **Section 2.3(a)**, if the Developer sells or leases a portion of the Property to an end-user or tenant that will occupy at least 100,000 square feet; (c) the limitation on liability in **Section 7.15**; and (d) the provisions of **Sections 7.16 and 7.17**.

7.19. Maintenance of the Property. The RPA 1 Redevelopment Project shall remain in compliance with all provisions of the Municipal Code relating to maintenance and appearance during the construction of the RPA 1 Redevelopment Project or any portions thereof. The obligations under this Section shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

7.20. Enforcement of Agreement. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled to obtain an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof.

7.21. Recording of Agreement. Promptly after its acquisition of the Property, the Developer shall cause the obligations arising pursuant to this Agreement to be a covenant running with the land by recording this Agreement or a memorandum of this Agreement in the real estate records of St. Louis County, Missouri. Upon the expiration or termination of this Agreement, the City will, at the expense and request of the Developer, join with the Developer to execute and record a notice of such expiration or termination in the real estate records of St. Louis County, Missouri.

7.22. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity.

7.23. No Third Party Beneficiaries. This Agreement constitutes a contract solely between the City and the Developer. No third party has any beneficial interest in or derived from this Agreement.

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES

8.1. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof:

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation.* To the City's knowledge, with the exception of an investigation by the Missouri Attorney General's office regarding the City's compliance with the Missouri Sunshine Law, Chapter 610 of the Revised Statutes of Missouri, as amended, no litigation, proceedings or investigations are pending or threatened against the City with respect to the RPA 1 Redevelopment Project or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or

which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of, the terms and provisions of this Agreement.

(c) *Governmental or Corporate Consents.* No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(d) *No Default.* No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

(e) *Authority.* The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including, but not limited to, the right, power and authority to issue and sell the TIF Obligations, and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the TIF Obligations, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(f) *Accuracy of Financial Analyses.* The City and its consultants have generated various financial analyses concerning the performance of the RPA 1 Redevelopment Project. These analyses involved many variables and assumptions and, accordingly, the City cannot and will not make any representations such analyses were or are true and accurate.

8.2. Representations of the Developer. The Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation.* To the Developer's knowledge (including the knowledge of any member of the Developer executing this Agreement), no litigation, proceedings or investigations are pending or threatened against the Developer (or any member of the Developer) with respect to the RPA 1 Redevelopment Project or against the RPA 1 Redevelopment Project. In addition, to the Developer's knowledge (including the knowledge of any member of the Developer executing this Agreement), no litigation, proceedings or investigations are pending or threatened against the Developer (or any member of the Developer) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer (or any member of the Developer) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer (or any member of the Developer) of, the terms and provisions of this Agreement.

(c) *Governmental or Corporate Consents.* To the Developer's knowledge, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery

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

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

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

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

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

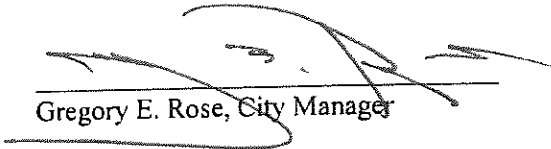
8.3. Community Children Service's Fund. The City and the Developer acknowledge that, in compliance with the Missouri General Assembly's intent expressed in Section 67.1776 of the Revised Statutes of Missouri, as amended, tax increment financing within RPA 1 will not capture any of the Community Children's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

[Remainder of Page Intentionally Left Blank]


IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF UNIVERSITY CITY, MISSOURI

By:


Gregory E. Rose, City Manager

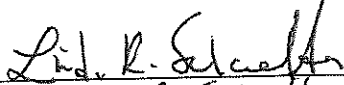
ATTEST:


LaRette Reese, City Clerk

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

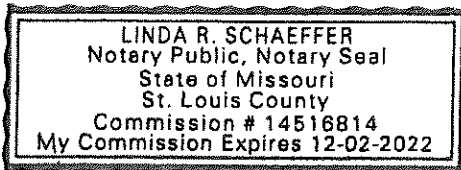
On this 13 day of June, 2019, before me appeared **GREGORY E. ROSE**, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said **GREGORY E. ROSE** acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

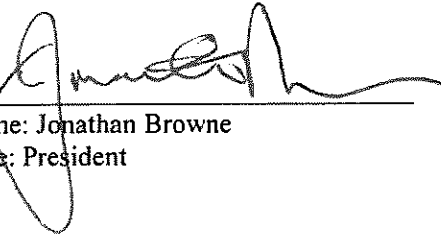

Name: Linda R. Schaeffer
Notary Public – State of Missouri
Commissioned in St. Louis County

(SEAL)

My Commission Expires:



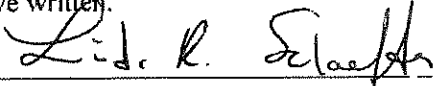
U. CITY TIF CORPORATION

By: 
Name: Jonathan Browne
Title: President

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

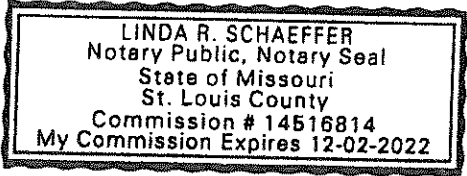
On this 13 day of June, 2019, before me appeared JONATHAN BROWNE, to me personally known, who, being by me duly sworn, did say that he is the President of U. CITY TIF CORPORATION, a Missouri corporation, and that he is authorized to sign the foregoing instrument on behalf of said corporation, and acknowledged to me that he executed the within instrument as said corporation's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

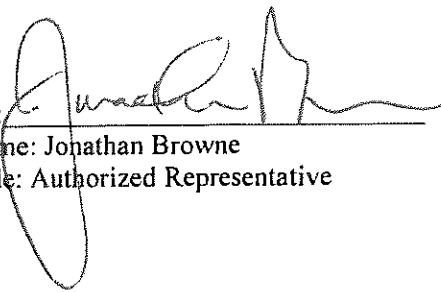

Notary Public

(SEAL)

My Commission Expires:
12/02/2022



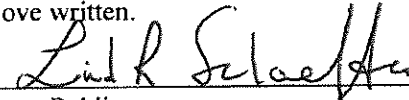
U. CITY, L.L.C.

By: 
Name: Jonathan Browne
Title: Authorized Representative

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

On this 13 day of June, 2019, before me appeared JONATHAN BROWNE, to me personally known, who, being by me duly sworn, did say that he is the Authorized Representative of U. CITY, L.L.C., a Missouri limited liability company, and that he is authorized to sign the foregoing instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument as said limited liability company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

(SEAL)

My Commission Expires:

12/02/2022

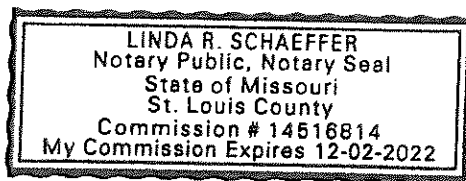


EXHIBIT A
LEGAL DESCRIPTION OF RPA 1

--- PROPERTY BOUNDARY DESCRIPTION ---

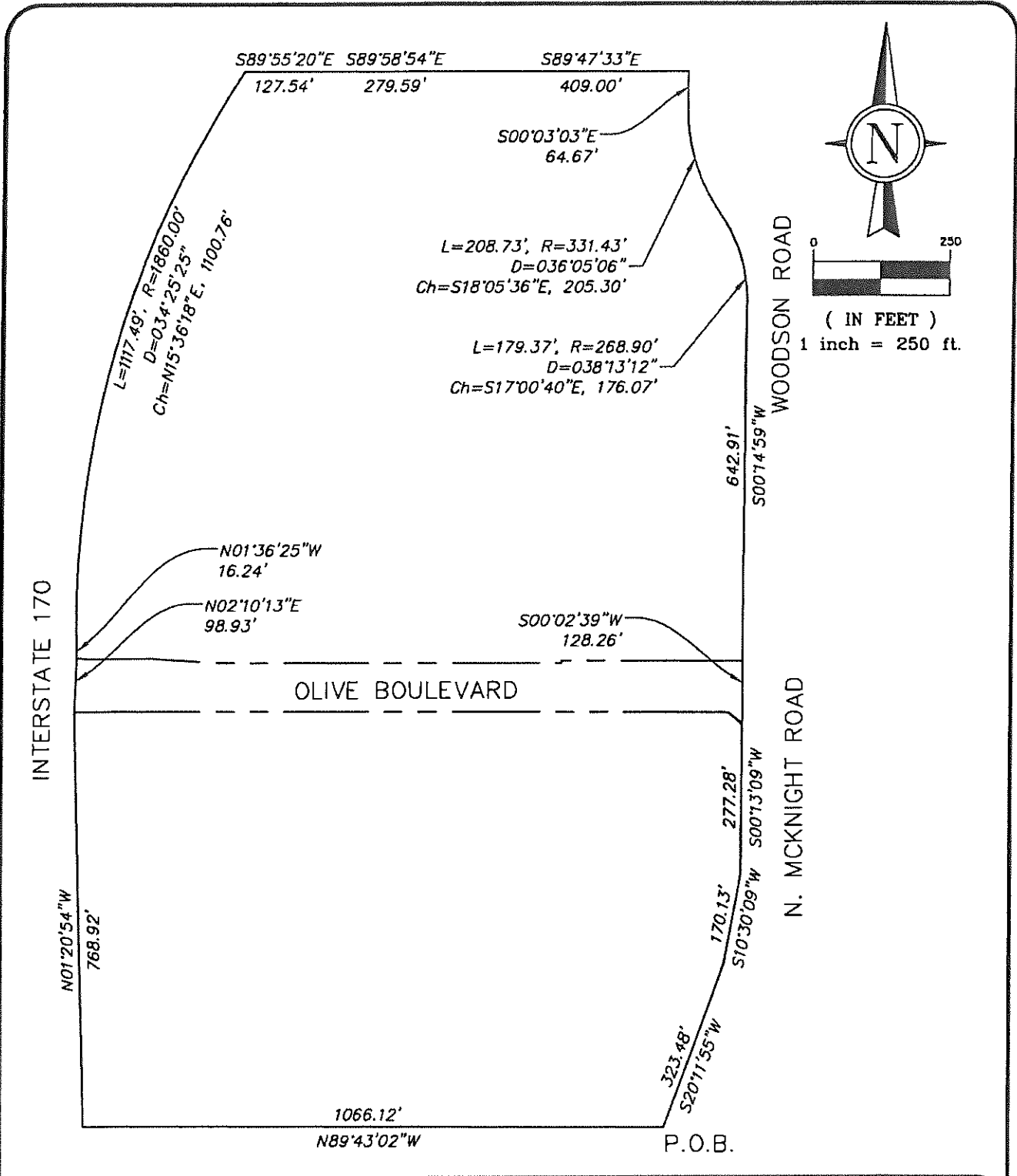
RPA 1

A tract of land situated in the City of University City, the County of St. Louis and the State of Missouri, being all of Lots 1 and 2 of Beckman Subdivision as recorded in Plat Book 238, page 100 of the Land Records of said St. Louis County Missouri, all of a tract of land conveyed to Wallace M McNeil as recorded in Deed Book 17791, page 3849 of said Land Records, all of a tract of land conveyed to St. Louis County Catholic Church Real Estate Corporation as recorded in Deed Book 17765, page 4123 of said Land Records, all of a tract of land conveyed to Torah Center / Midwest, Inc. as recorded in Deed Book 8540, page 1492 of said Land Records, part of Blocks 1, 2 and 3 of St. Patrick Courts, a subdivision recorded in Plat Book 48, page 33 of said Land Records, all of the Resubdivision of Lots 3 and 4 of Beyers Subdivision, a subdivision recorded in Plat Book 297, page 24 of said Land Records, part of Beyers Subdivision, a subdivision recorded in Plat Book 272, page 30 of said Land Records, all of Lots 1 through 13 of McKnight Downs, a subdivision recorded in Plat Book 55, page 89 of said Land Records, a tract of land conveyed to U City LLC as recorded in Deed Book 22858, page 585 of said Land Records, all of Lots 1 through 11 of St. Patrick Place, a subdivision recorded in Plat Book 89, page 10 of said Land Records, all of a tract of land conveyed to CEB Real Estate Enterprises, LTD, as recorded in Deed Book 9633, page 2111 of said Land Records, all of a tract of land conveyed to TSAI's Investment Inc., as recorded in Deed Book 22414, page 2353 of said Land Records, all of a tract of land conveyed to TSAI's Investment Inc., as recorded in Deed Book 17467, page 1947 of said Land Records, all of that part of the following right-of-ways: Elmore Court, 50 feet wide, Richard Court, 50 feet wide, Orchard Court, 50 feet wide, Briscoe Place, 50 feet wide, Mayflower Court, 50 feet wide, and being more particularly described as follows:

COMMENCING at the Northeast corner of a tract of land conveyed to Booker Gilliam as recorded in Deed Book 13658, page 445 of said Land Records, said tract of land also being Lot 59 of McKnight Heights, a subdivision recorded in Plat Book 54, page 41 of said Land Records, said Northeast corner being on the Western right-of-way line of McKnight Road and being the TRUE POINT OF BEGINNING of the tract herein described; thence leaving said Western right-of-way line and along the North line of said McKnight Heights subdivision, North 89 degrees 43 minutes 02 seconds West, a distance of 1066.12 feet to the Eastern line of 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 line of McKnight Height subdivision and along said Eastern Line of Bi-State Development Agency of the Missouri-Illinois Metropolitan District tract, including crossing Olive Boulevard right-of-way, the following courses and distances: North 01 degrees 20 minutes 54 seconds West, a distance of 768.92 feet; North 02 degrees 10 minutes 13 seconds East a distance of 98.93 feet; thence North 01 degrees 36 minutes 25 seconds West, a distance of 16.24 feet to a point of curvature; thence 1117.49 feet along the arc of a curve to the right having a radius of 1860.00 feet, through a central angle of 34 degrees 25 minutes 25 seconds, with a chord that bears North 15 degrees 36 minutes 18 seconds East, a distance of 1100.76 feet to the intersection of said Eastern line of Bi-State Development Agency of the Missouri-Illinois Metropolitan District tract and the Southern line of a Alfred Avenue, a private right-of-way 40 feet wide, as shown on T.K.G. Subdivision, a subdivision recorded in Plat Book 269, page 65 of said Land Records; thence leaving said Eastern line and along said Southern line of Alfred Avenue the following courses and distances: South 89 degrees 55 minutes 20 seconds East, a distance of 127.54 feet; thence South 89 degrees 58 minutes 54 Seconds East, a distance of 279.59 feet; thence South 89 degrees 47 minutes 33 seconds East 409.00 feet to the Western right-of-way line of Woodson Road, variable width; thence leaving said Southern Line and along said Western right of line of Woodson Road and McKnight Road, including crossing Olive Boulevard right-of-way the following courses and distances:

South 00 degrees 03 minutes 03 seconds East, a distance of 64.67 feet to a point of curvature; thence 208.73 feet along the arc of a curve to the left having a radius of 331.43 feet, through a central angle of 36 degrees 05 minutes 06 seconds, with a chord that bears South 18 degrees 05 minutes 36 seconds East, a distance of 205.30 feet to a point of reverse curvature; thence 179.37 feet along the arc of a curve to the right, having a radius of 268.90 feet, through a central angle of 38 degrees 13 minutes 12 seconds, with a chord that bears South 17 degrees 00 minutes 40 seconds East, a distance of 176.07 feet; thence South 00 degrees 14 minutes 59 seconds West, a distance of 642.91 feet; thence South 00 degrees 02 minutes 39 seconds West, a distance of 128.26 feet; thence South 00 degrees 13 minutes 09 seconds West, a distance of 277.28 feet; thence South 10 degrees 30 minutes 09 seconds West, a distance of 170.13 feet; thence South 20 degrees 11 minutes 55 seconds West, a distance of 323.48 feet to the point of beginning;

Containing 51.143 Acres according to survey by Grimes Consulting, Inc. dated June 2019.



GRIMES CONSULTING, INC.

Civil Engineering & Surveying Services

12300 OLD TESSON ROAD, SUITE 3000
 ST. LOUIS, MO. 63128
 PH. (314) 849-6100
 FAX (314) 849-6010
 www.grimesconsulting.com

DRAWN BY: JLW	DATE: 6/13/19	CHECKED BY: EEG	DATE: 6/13/19	JOB NUMBER: 3082	SHEET: 1 of 2
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--- PROPERTY BOUNDARY DESCRIPTION ---

--- RPA 1 ---

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COMMENCING at the Northeast corner of a tract of land conveyed to Booker Gilliam as recorded in Deed Book 13658, page 445 of said Land Records, said tract of land also being Lot 59 of McKnight Heights, a subdivision recorded in Plat Book 54, page 41 of said Land Records, said Northeast corner being on the Western right-of-way line of McKnight Road and being the TRUE POINT OF BEGINNING of the tract herein described; thence leaving said Western right-of-way line and along the North line of said McKnight Heights subdivision, North 89 degrees 43 minutes 02 seconds West, a distance of 1066.12 feet to the Eastern line of 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 line of McKnight Height subdivision and along said Eastern Line of Bi-State Development Agency of the Missouri-Illinois Metropolitan District tract, including crossing Olive Boulevard right-of-way, the following courses and distances: North 01 degrees 20 minutes 54 seconds West, a distance of 768.92 feet; North 02 degrees 10 minutes 13 seconds East a distance of 98.93 feet; thence North 01 degrees 36 minutes 25 seconds West, a distance of 16.24 feet to a point of curvature; thence 1117.49 feet along the arc of a curve to the right having a radius of 1860.00 feet, through a central angle of 34 degrees 25 minutes 25 seconds, with a chord that bears North 15 degrees 36 minutes 18 seconds East, a distance of 1100.76 feet to the intersection of said Eastern line of Bi-State Development Agency of the Missouri-Illinois Metropolitan District tract and the Southern line of a Alfred Avenue, a private right-of-way 40 feet wide, as shown on T.K.G. Subdivision, a subdivision recorded in Plat Book 269, page 65 of said Land Records; thence leaving said Eastern line and along said Southern line of Alfred Avenue the following courses and distances: South 89 degrees 55 minutes 20 seconds East, a distance of 127.54 feet; thence South 89 degrees 58 minutes 54 Seconds East, a distance of 279.59 feet; thence South 89 degrees 47 minutes 33 seconds East 409.00 feet to the Western right-of-way line of Woodson Road, variable width; thence leaving said Southern Line and along said Western right of line of Woodson Road and McKnight Road, including crossing Olive Boulevard right-of-way the following courses and distances: South 00 degrees 03 minutes 03 seconds East, a distance of 64.67 feet to a point of curvature; thence 208.73 feet along the arc of a curve to the left having a radius of 331.43 feet, through a central angle of 36 degrees 05 minutes 06 seconds, with a chord that bears South 18 degrees 05 minutes 36 seconds East, a distance of 205.30 feet to a point of reverse curvature; thence 179.37 feet along the arc of a curve to the right, having a radius of 268.90 feet, through a central angle of 38 degrees 13 minutes 12 seconds, with a chord that bears South 17 degrees 00 minutes 40 seconds East, a distance of 176.07 feet; thence South 00 degrees 14 minutes 59 seconds West, a distance of 642.91 feet; thence South 00 degrees 02 minutes 39 seconds West, a distance of 128.26 feet; thence South 00 degrees 13 minutes 09 seconds West, a distance of 277.28 feet; thence South 10 degrees 30 minutes 09 seconds West, a distance of 170.13 feet; thence South 20 degrees 11 minutes 55 seconds West, a distance of 323.48 feet to the point of beginning;

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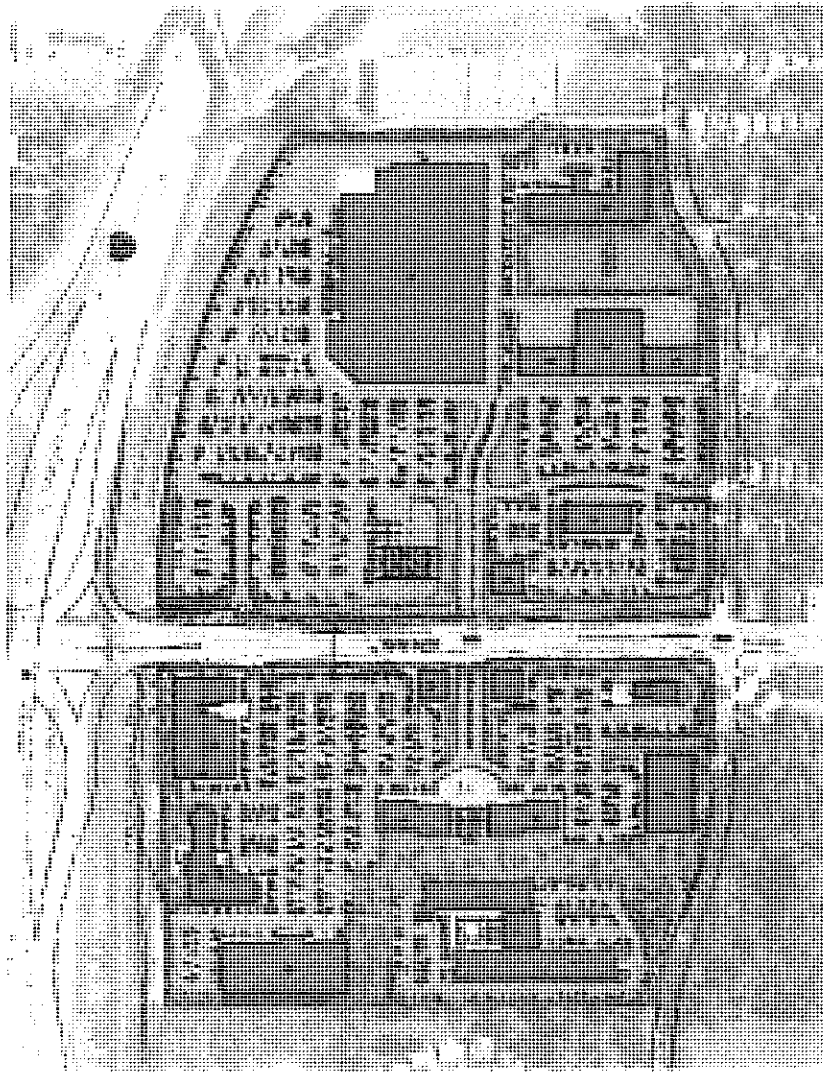
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DRAWN BY: JLW	DATE: 6/13/19	CHECKED BY: EEG	DATE: 6/13/19	JOB NUMBER: 3082	SHEET: 2 of 2
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EXHIBIT B

CONCEPT SITE PLAN



PROJECT DATA

BUILDING	SQ. FT.	PARKING REQ.
A. ANCHOR	196,888 S.F.	786 P.S.
SUB-TOTAL	196,888 S.F.	786 P.S.
PARKING PROVIDED		218 P.S.
B. ANTRAK	4,600 S.F.	43 P.S.
C. RETAIL	22,500 S.F.	113 P.S.
D. RETAIL	8,200 S.F.	43 P.S.
E. RETAIL	10,500 S.F.	53 P.S.
F. RETAIL	3,000 S.F.	28 P.S.
SUB-TOTAL	28,800 S.F.	167 P.S.
PARKING PROVIDED		218 P.S.
H. RETAIL	4,100 S.F.	35 P.S.
I. RETAIL	4,900 S.F.	42 P.S.
J. RETAIL	20,000 S.F.	100 P.S.
K. RETAIL	17,000 S.F.	87 P.S.
SUB-TOTAL	46,000 S.F.	264 P.S.
PARKING PROVIDED		207 P.S.
L. RETAIL	12,000 S.F.	60 P.S.
M. RETAIL	14,000 S.F.	70 P.S.
N. RETAIL	14,000 S.F.	70 P.S.
O. OFFICE	50,000 S.F.	250 P.S.
P. THEATER	35,000 S.F.	175 P.S.
SUB-TOTAL	135,000 S.F.	675 P.S.
PARKING PROVIDED		646 P.S.

PROPOSED SITE PLAN



INTERSTATE 170 AND OLIVE BLVD.
 UNIVERSITY CITY, MISSOURI
 17-018
 PSP 82
 01.16.18

B-1

EXHIBIT C

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

Certificate of Substantial Completion [North Phase / South Phase]

The undersigned, U. City, L.L.C. and U. City TIF Corporation (collectively, the "*Developer*"), pursuant to that certain Redevelopment Agreement dated as of June 13, 2019, between the City of University City, Missouri (the "*City*") and the Developer (the "*Agreement*"), hereby certifies to the City as follows:

1. As of _____, 20____, the [*Initial Work with respect to the North Phase / Initial Work with respect to the South Phase*] (as such terms are defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. The applicable portion of the Work has been performed in a workmanlike manner and in accordance with the Construction Plans (as defined in the Agreement).
3. Lien waivers for the applicable portion of the Work have been obtained.
4. This Certificate of Substantial Completion is accompanied by one or more architect's or engineer's certificate(s) of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), which, when taken together, certify that the applicable portion of the Work has been substantially completed in accordance with the Agreement.
5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the applicable portion of the Work.
6. The City's acceptance (below) or the City's failure to object in writing to this Certificate within 30 days from the receipt of written notice of its failure to approve or provide written objections to this Certificate pursuant to **Section 3.11** of the Agreement (which written objection, if any, must be delivered to the Developer prior to the end of such 30-day period), and the recordation of this Certificate with the St. Louis County Recorder of Deeds shall evidence the satisfaction of the Developer's agreements and covenants to perform the applicable portion of the Work.

This Certificate shall be recorded in the office of the St. Louis County Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20__.

U. CITY, L.L.C.

By: _____
[Name], [Title]

U. CITY TIF CORPORATION

By: _____
[Name], [Title]

ACCEPTED:

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
[Name], [Title]

(Insert Notary Form(s) and Legal Description)

EXHIBIT D

**FORM OF CERTIFICATE OF
REIMBURSABLE REDEVELOPMENT PROJECT COSTS**

Certificate of Reimbursable Redevelopment Project Costs

TO: City of University City, Missouri
6801 Delmar Boulevard
University City, Missouri 63301
Attention: City Manager

Re: City of University City, Missouri, RPA 1 of the Olive Boulevard Commercial Corridor and Residential Conversation Redevelopment Area

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of June 13, 2019 (the "*Agreement*") between the City of University City, Missouri (the "*City*") and U. City, L.L.C. and U. City TIF Corporation (collectively, the "*Developer*"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1**, attached hereto and incorporated herein by reference, is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the RPA 1 Redevelopment Project.
2. These Reimbursable Redevelopment Project Costs have been paid by the Developer and are reimbursable under the TIF Ordinances and the Agreement and have not been, and will not be, reimbursed by the District.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from the Project Fund established pursuant to the Note Ordinance, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.
6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Approved Site Plan and the Agreement.
7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

8. The Developer believes that all or a portion of the costs to be reimbursed under this Certificate may constitute advances qualified for Tax-Exempt Notes.

Yes: _____ No: _____

9. The Developer is not in material default or breach of any term or condition of the Agreement.

Dated this _____ day of _____, 20__.

U. CITY, L.L.C.

By: _____
[Name], [Title]

U. CITY TIF CORPORATION

By: _____
[Name], [Title]

Approved for Payment this _____ day of _____, 20__:

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
[Name], [Title]

EXHIBIT E

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

Interest Rate: _____

Maturity Date: [_____], 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 set forth above (as may be adjusted pursuant to the below-defined Agreement).

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 on each Interest Payment Date.

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 (the "Agreement"), between the City and U. City, L.L.C. and U. City TIF Corporation (collectively, the "Developer").

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS NOTE TERMINATE ON THE MATURITY DATE, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL. REFERENCE IS MADE TO THE AGREEMENT AND THE INDENTURE 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 on the Register at the maturity or redemption date hereof, upon presentation and surrender of this Note at the principal corporate trust office of _____, St. Louis, Missouri (the "Trustee") or such other office as the Trustee shall designate. 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 by such registered Owner, not less than 15 days prior to the Record Date for such interest, 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 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 TIF 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 RPA 1 Redevelopment Project), Series [A/B]," which together with other 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 RPA 1 Redevelopment Project), Series [A/B]," aggregate a principal amount of up to \$_____ (collectively the "TIF Notes"). The TIF Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with the RPA 1 Redevelopment Project described in the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan, under the authority of and in full compliance with the City Charter, 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, inclusive, of the Revised Statutes of Missouri, as amended (the "Act"), and pursuant to a Trust Indenture dated as of _____, 20____, 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 TIF Notes constitute special, limited obligations of the City payable as to principal, premium, if any, and interest solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee pursuant to the Indenture.

"Pledged Revenues" means all Available Revenues and all moneys held in the Revenue Fund and the Debt Service Fund under the Indenture, together with 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, all Economic Activity Tax Revenues on deposit in the EATS Account and all District Revenues on deposit in the District Revenues Account of the Special Allocation Fund that have been appropriated to the repayment of the TIF Notes, and (c) all City Revenues in the City Revenues Account, excluding in all cases (i) any amount paid under protest

until the protest is withdrawn or resolved against the taxpayer and (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City that challenges the collection of such sum.

"Payments in Lieu of Taxes" means those payments in lieu of taxes (as defined in Sections 99.805 and 99.845 of the Act) attributable to the increase in the current equalized assessed valuation of all taxable lots, blocks, tracts and parcels of real property in RPA 1 over and above the certified total initial equalized assessed valuation of the real property in RPA 1, as provided for by Section 99.855 of the Act.

"Economic Activity Tax Revenues" means 50% of the total additional revenues from taxes which are imposed by the City or any other taxing district (as that term is defined in Section 99.805 of the Act) and which are generated by economic activities within RPA 1 over the amount of such taxes generated by economic activities within RPA 1 in the calendar year prior to the adoption of tax increment financing within RPA 1, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments and taxes imposed pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, and any other taxes excluded from tax increment financing by Missouri law.

"District Revenues" means any and all revenues generated by the District Sales Tax, District Special Assessments, and District Hotel Assessments that are appropriated by the District and deposited into the District Revenues Account.

The Owner understands that, if the Developer does not provide information required by the Agreement with respect to utility usage within RPA 1, the City will not be able to calculate the amount of Economic Activity Tax Revenues attributable to utility tax revenues. By purchasing this Note, the Owner hereby waives any claim to utility tax revenues and use tax revenues and agrees to bring no suit, claim or other action against the City seeking the deposit of utility tax revenues or use tax revenues into the Special Allocation Fund. Except as otherwise provided in the Agreement, all utility tax revenues and use tax revenues generated from RPA 1 will be declared as surplus by the City pursuant to the TIF Act.

The TIF 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 TIF Commission, the commissioners of said TIF Commission, the officers and employees of the City, the officers and employees of the District nor any person executing the TIF Notes shall be personally liable for such obligations by reason of the issuance thereof.

Net Proceeds shall be applied to the payment of the TIF Notes in the manner prescribed in the Indenture.

The City agrees to direct the officer of the City charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the City Council for each fiscal year that Notes are outstanding a request for an appropriation of all moneys on deposit in the EATS Account and the District Revenues Account of the Special Allocation Fund for application in the manner described above.

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

The TIF 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 the Indenture) equal to the amount which, 40 days (10 days if all of the TIF Notes are owned by the Developer) 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.

All Taxable Notes shall be redeemed prior to the Tax-Exempt Notes.

If any of the TIF 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 (5 days if all of the TIF Notes are owned by the Developer) 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 TIF Notes or portions of TIF 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 TIF Notes or portions of TIF 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.

The TIF Notes are issuable in the form of fully-registered TIF Notes in the denomination of \$0.01 or any integral multiple thereof.

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 THAT TERM IS DEFINED IN THE INDENTURE. 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 on the Register 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.

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 TIF 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 or facsimile signature of its City Manager and attested by the manual or facsimile 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

CERTIFICATE OF AUTHENTICATION

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

Dated: _____, 20__

[TRUSTEE], as Trustee

By: _____
Authorized Signatory

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 TIF Notes described in the within-mentioned Indenture.

<u>Date</u> ⁽¹⁾	<u>Additions to Principal Amount</u> ⁽²⁾	<u>Principal Amount Paid</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 Acceptance by the City of related Certificate of Reimbursable Redevelopment Project Costs (which constitutes Date of Registration with respect to such portion of the Note) or Interest Payment Date. Advances are limited to one per month.

⁽²⁾ Additions to Principal Amount may not exceed \$55,500,000 until the conditions set forth in Section 5.1(d) of the Agreement are satisfied.

EXHIBIT F

FORM OF DISTRICT PROJECT AGREEMENT

DISTRICT PROJECT AGREEMENT

THIS DISTRICT PROJECT AGREEMENT (this "Agreement") is made and entered into as of _____ 2019, by and among the **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated political subdivision of the State of Missouri (the "City"), the _____ **COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the "District") and **U. CITY, L.L.C.**, a Missouri limited liability company, and **U. CITY TIF CORPORATION**, a Missouri corporation (collectively, the "Developer" and together with the City and the District, the "Parties"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the hereinafter-defined Redevelopment Agreement.

RECITALS:

1. The District was established pursuant to Ordinance No. _____ dated _____, 201__ (the "Formation Ordinance") and the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act").

2. Pursuant to the Formation Ordinance and the CID Act, the District was created for the purpose of assisting in funding certain public improvements and certain activities and improvements related to the remediation of blight within the District (the "District Project"), as described in the Formation Ordinance and a Redevelopment Agreement dated as of June 13, 2019 (the "Redevelopment Agreement") by and between the City and the Developer.

3. The City, the District and the Developer desire to enter into this Agreement, as contemplated by the Redevelopment Agreement, to set forth their respective rights and responsibilities regarding the construction and financing of the District Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Section 1. Authority of the City. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Section 2. Authority of the District. The District has the full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary District proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

Section 3. Authority of the Developer. The Developer has full corporate and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and

obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary corporate proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

Section 4. District Sales Tax. Promptly following the approval of this Agreement by the CID Board of Directors, the CID shall adopt a resolution to impose a community improvement district sales and use tax (the "District Sales Tax"). The Developer will promptly cause, through its representatives appointed to the District's Board of Directors and its capacity as a qualified voter, the CID Sales Tax to be levied by the Board of Directors and approved by the qualified voters at the rate of up to one percent (1.0%). The District Sales Tax shall be imposed as soon as possible pursuant to the terms of the CID Act and any other applicable laws and shall not be terminated so long as any Project Obligations (as defined in Section 9) remain outstanding.

Section 5. District Special Assessments and District Hotel Assessments.

(a) If the RPA 1 Redevelopment Project will include a hotel, then promptly following the approval of this Agreement by the CID Board of Directors, the Developer will, in its capacity as a property owner within the District, cause a petition to be submitted to the CID Board of Directors for imposition of the below-described "District Hotel Assessments" and for the CID Board of Directors to approve such petition and duly impose the District Hotel Assessments.

(b) The CID Board of Directors may, at its sole option and in accordance with the CID Act, impose a District Special Assessment on such portions of the Property that are subject to tax abatement pursuant to Section 6.6 of the Redevelopment Agreement. The parties agree that the amount of the District Special Assessments, if imposed and when coupled with any portion of the Unabated Property Tax Payments deposited into the Special Allocation Fund pursuant to Section 6.6(e) of the Redevelopment Agreement, will not be less than the estimated amount of Payments in Lieu of Taxes that would have been derived from the Property in the absence of approval of tax abatement pursuant to Section 6.6 of the Redevelopment Agreement.

(c) The District Hotel Assessments shall be imposed on all tracts, lots or parcels within the District that are used for the purpose of renting sleeping rooms to transient guests at the rate of \$5.00 per occupied room or suite per night.

(d) If imposed, the District Special Assessments shall not be terminated prior to the payment of the assessment due for calendar year 2041 unless all Project Obligations have been paid before such date. The District Hotel Assessments shall be imposed as soon as possible pursuant to the terms of the CID Act and any other applicable laws and shall not be terminated so long as any Project Obligations remain outstanding.

(e) Notwithstanding anything to the contrary herein, the Developer and the District will not impose the District Special Assessments if the City does not approve the 353 Approval Ordinance (as defined in the Redevelopment Agreement) and real property tax abatement, as contemplated by the Redevelopment Agreement, is not granted to the real property within the District.

Section 6. Continuing Existence of the District. Neither the District nor the Developer will take any action to dissolve the District or reduce the rate of the District Sales Tax, the District Special Assessments or the District Hotel Assessments until the funding and construction of the District Project are completed, including the retirement of the hereinafter-defined Project Obligations or any bonds, notes or other obligations issued to refund or refinance the Project Obligations.

Section 7. Governance of the District. The Parties acknowledge that under the terms of the Formation Ordinance and the CID Act, the District will be governed by a Board of Directors made up of five representatives of the owners of real property or businesses operating within the real property, who will be appointed by the Mayor with the consent of the City Council. The Developer, as an owner of real property in the District, will authorize the appointment to the CID Board of Directors of two persons designated by the City who meet all other qualifications to serve on the CID Board of Directors, by designating such persons as an authorized representative of the Developer with respect to the CID. The District shall employ or engage an administrator or legal counsel with experience managing special taxing districts to ensure that the District complies with this Agreement and all applicable laws and regulations.

Section 8. Construction of the District Project. The District Project shall be constructed and maintained pursuant to the terms of the Redevelopment Agreement. The Developer shall be reimbursed for the costs of constructing the District Project from the proceeds of the Project Obligations as described in **Section 9**.

Section 9. Project Obligation Funding of the District Project.

(a) Pursuant to **Article V** of the Redevelopment Agreement, the City will issue (or cooperate in the issuance by another issuer of) tax increment financing notes, bonds or other obligations (the "Project Obligations") to reimburse the Developer for eligible costs incurred or advanced toward the Work, as defined in the Redevelopment Agreement. The Parties agree that the District Project is part of such Work. Accordingly, the District shall, subject to annual appropriation, transfer all District Revenues collected by the District to the City (or, at the direction of the City, the Trustee) on the 15th day of each month (or if the 15th is not a business day for City offices, the next day that City offices are open) for deposit into the District Revenues Account of the appropriate fund described in the Redevelopment Agreement for application as described in such documents. The City agrees that all ordinances or indentures entered into in connection with the Project Obligations will provide for the distribution of District Expenses prior to payment of debt service on the Project Obligations. If the applicable ordinance or indenture does not provide for the distribution of District Expenses to the District, the District may withhold District Expenses from the transfer of District Revenues to the City or the Trustee. "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 this 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).

(b) The District shall not issue any notes, bonds or other obligations of its own without the prior written permission of the City.

Section 10. Federal Work Authorization Program. Simultaneously with the execution of this Agreement, the Developer shall provide the District and the City with an affidavit and documentation meeting the requirements of Section 285.530 of the Revised Statutes of Missouri, as amended.

Section 11. Insurance. The District will maintain reasonable levels of insurance throughout its existence, including but not limited to the procurement of a directors and officers liability or similar policy which includes coverage for all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the proceedings of the Board of Directors pursuant to the CID Act and Chapter 610 of the Revised Statutes of Missouri, as amended.

Section 12. Successors and Assigns. This Agreement may be assigned by the Developer in the same manner as allowed for the assignment of the Redevelopment Agreement.

Section 13. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 14. Waiver. The City's failure at any time hereafter to require strict performance by the District or the Developer of any provision of this Agreement shall not waive, affect or diminish any right of the City thereafter to demand strict compliance and performance therewith.

Section 15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 16. Cooperation of the City; Payment of City Fees. The City will cooperate with and assist the Developer in all proceedings relating to the creation and certification of the District. Pursuant to Section 67.1461.3 of the CID Act, the District shall annually reimburse reasonable and actual costs incurred by the City in connection with the creation of the District, the negotiation and execution of this Agreement and review of annual budgets and reports required to be submitted by the District to the City, which shall not exceed one and one-half percent of the District Revenues collected by the District in such year less the amount paid by the District for a directors and officers liability policy.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names and attested as to the date first above written.

CITY OF UNIVERSITY CITY, MISSOURI

(SEAL)

Attest:

By: _____
City Manager

City Clerk

[District Project Agreement]

[_____] COMMUNITY
IMPROVEMENT DISTRICT

(SEAL)

Attest:

By: _____
Name: _____
Title: Chairman

By: _____
Name: _____
Title: Secretary

[District Project Agreement]

U. CITY, L.L.C.

By: _____
Name: _____
Title: _____

U. CITY TIF CORPORATION

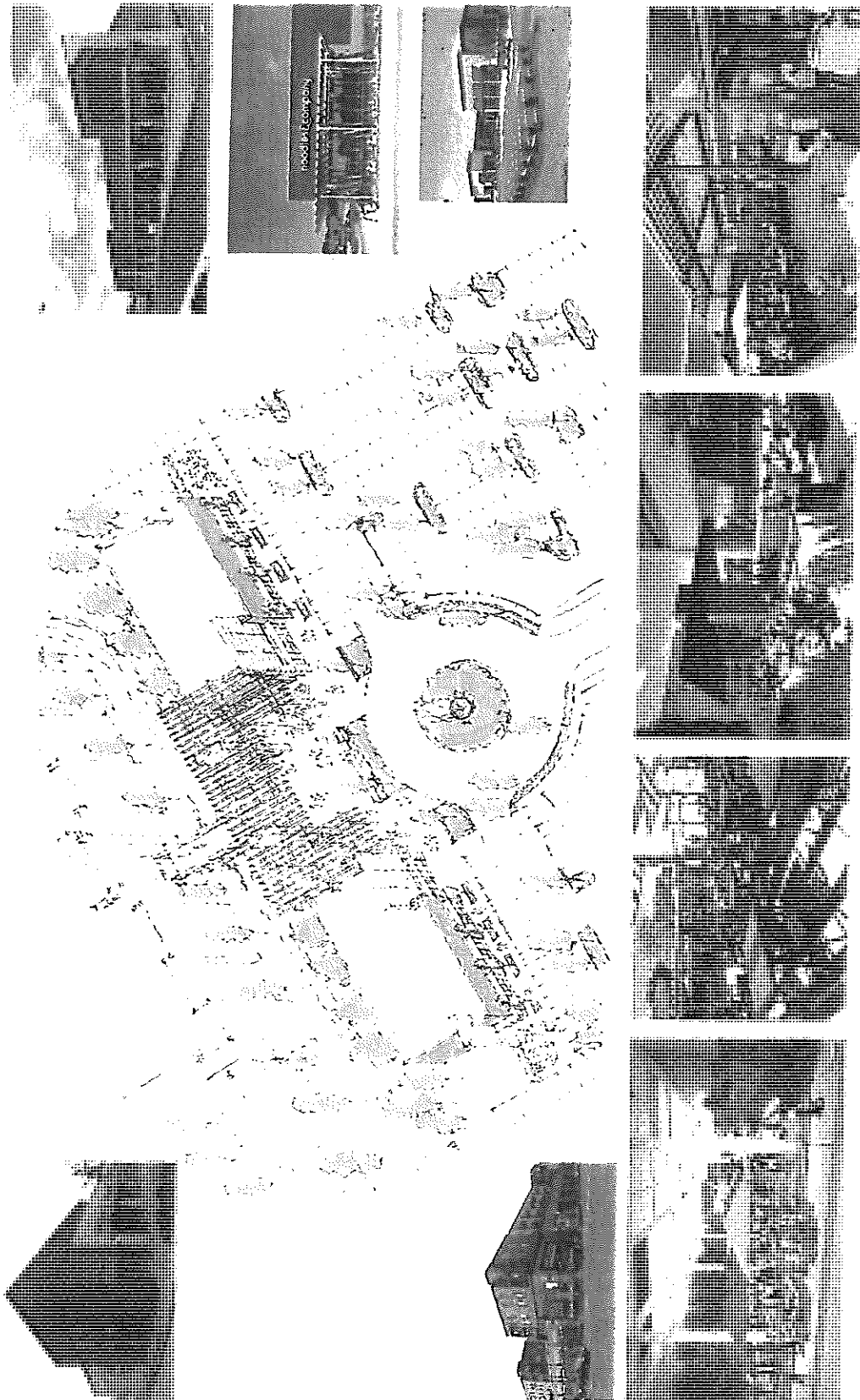
By: _____
Name: Jonathan Browne
Title: President

EXHIBIT G

SPECIAL DEVELOPMENT CONDITIONS

Except as otherwise provided in Section 3.9(a)(1), the RPA 1 Redevelopment Project shall be designed, constructed and operated in a manner that incorporates the following:

1. **Olive Boulevard Design Guidelines:** The site plan for the RPA 1 Redevelopment Project will be designed to adhere to the Olive Boulevard Design Guidelines (<http://www.ucitymo.org/468/Olive-Blvd-Design-Guidelines>) unless otherwise specified in the Redevelopment Agreement or as otherwise determined by the City in its sole discretion.
2. **Landscape Architecture:** The Developer will hire a professional Landscape Architecture Firm to design all landscaping within RPA 1.
3. **Detention/Retention:** In coordination with the Landscape Architecture Firm, the Developer will design detention/retention basins as productive, aesthetically-pleasing spaces.
4. **Signage:**
 - a. **Monument Signs:** The City will allow a maximum of two signs at 20' wide x 15' tall, with a maximum of 300 square feet for each face, two faces per sign. The base is to be constructed with materials compatible with those used in retail buildings.
 - b. **Interstate Signs:** The City will allow a maximum of one sign at maximum 130' height with 1,000 square feet for each face, two faces per sign. The sign shall identify only the retail center and/or its tenants. The sign is to be architecturally compatible with the materials and style of retail buildings.
 - c. **Pylon Signs:** The City will allow a maximum of two signs at maximum 30' height with 325 square feet for area each face, two faces per sign. The bases are to be constructed with materials compatible with those used in retail buildings.
 - d. The above restrictions apply to the North Phase and the South Phase separately.
5. **Quality Level:** The Developer will construct the buildings within RPA 1 to the quality level as demonstrated in the sample developments on the following page.
6. **Plaza:** The Developer will construct a plaza similar in quality and magnitude as shown in the Concept Site Plan and as illustrated on the following page.



AXON AND CONCEPT IMAGES

INTERSTATE 170 AND OLIVE BLVD.
UNIVERSITY CITY, MISSOURI

17-016 PSP 4.4 09.12.18

Architects of the Possible
25 South Main Street, Suite 300
Chicago, IL 60604

EXHIBIT H
PROJECT BUDGET

	All Costs	Reimbursable Costs
RPA 2/3 Contribution	\$ 3,000,000	\$ 3,000,000
Land Acquisition	\$ 67,064,137	\$ 67,064,137
Site Improvements	\$ 22,866,315	\$ 22,866,315
Vertical Construction	\$ 99,424,293	0
Soft Costs	\$ 18,627,887	\$ 18,627,887
TOTAL	\$210,982,632	\$111,558,339
<p>Note: Reimbursable costs are subject to and limited by the terms and conditions of the Redevelopment Agreement.</p>		

EXHIBIT I

RELOCATION POLICY

University City, Missouri
Olive Boulevard Commercial Corridor
and Residential Conservation Redevelopment Plan
Redevelopment Project Area 1

Relocation Assistance Plan

As part of the implementation of the Redevelopment Project Area 1 Redevelopment Project described in the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan, parcels within the area identified as "RPA 1" on the attached map will be acquired, replatted and redeveloped. The City has selected U. CITY, L.L.C. (the "Developer"), an affiliate of the Novus Companies, to be the developer for RPA 1. The Developer needs to acquire title to all of the property located within RPA 1. The purpose of this Relocation Plan is to describe the assistance and benefits available to impacted property owners, residents and businesses.

I. Overview of Relocation Assistance Plan

Sections 523.200 to 523.215 of the Revised Statutes of Missouri (the "State Relocation Statute") and City Ordinance No. 6789 (the "City Relocation Ordinance") require assistance to be provided to occupants of properties relocated in connection with any tax increment financing project. In addition, this Relocation Assistance Plan provides certain additional benefits to residents and businesses affected by the Redevelopment Project for RPA 1 (the "RPA 1 Redevelopment Project").

To the extent that an occupant is allowed to waive its relocation benefits, the Developer will ask the occupant to do so in any contract between an occupant and the Developer (including, but not limited to, any option agreement, purchase or sale agreement, or other agreement).

The purpose of this Relocation Assistance Plan is to provide property owners, residents and businesses within RPA 1 with information regarding the available relocation assistance, including, but not limited to, relocation payments.

If you are eligible for assistance or payments under this Relocation Assistance Policy, the assistance will be coordinated by the City's Office of Relocation Assistance, which will be established as part of the implementation of this Relocation Assistance Plan.

II. Available Relocation Assistance

The State Relocation Statute and the City Relocation Ordinance both provide for relocation assistance for those individuals or businesses that will be displaced by any tax increment financing project. This Relocation Assistance Plan incorporates the provisions of the State Relocation Statutes and the City Relocation Ordinance and also provides certain additional benefits to residents and businesses within RPA 1 who are displaced.

A. Eligibility

Businesses. Businesses located in RPA 1 may be eligible for relocation assistance under the State Relocation Statute and the City Relocation Ordinance. As used in the Relocation Statute and the City Relocation Ordinance, a "business" is a lawful activity conducted:

1. Primarily for the purchase, sale or use of real or personal property, or the manufacture, processing or marketing of products or commodities;
2. Primarily for the sale of services to the public; or
3. On a non-profit basis by any veteran's organization or other organization that has obtained an exemption from the payment of federal income taxes as provided § 501(c)(3) of the Internal Revenue Code.

Additionally, the business must be a tenant or the owner-occupant of real property located in RPA 1.

If the business qualifies as described above, the business will be eligible for relocation assistance.

Residents. Relocation assistance is also available to those residents of RPA 1 who qualify as "displaced persons." Displaced persons are persons who voluntarily and permanently move from the property (or move their personal property from the real property) as a direct result of the RPA 1 Redevelopment Project. Displaced persons who are residents must be either tenants or owner-occupants of real property located in RPA 1.

B. Services Available In Connection With Relocation

Residents and businesses that will be relocated because of the RPA 1 Redevelopment Project are eligible to receive certain kinds of relocation services. These services include the following.

Businesses. Eligible businesses subject to relocation in connection with the RPA 1 Redevelopment Project may receive the following services:

1. The identification by the Developer or the Office of Relocation Assistance of any special needs of the business after considering the nature of the business and other related factors.
2. At least ninety (90) days' notice before the eligible business is required to vacate its current location.
3. A program of referrals by which each displaced business may receive a minimum of three (3) referrals to alternative space and at least 90 days' notice of such referral sites before the date on which the business is required to vacate its current location.
4. Arrangements for transportation to and from such referral sites.
5. Assistance in obtaining any relocation payments (described below) for which the business might be eligible.

Residents. Eligible residents subject to relocation in connection with the RPA 1 Redevelopment Project may receive the following services:

1. The identification by the Developer or the Office of Relocation Assistance of any special needs of the resident after considering the income, age, family size and other related factors.
2. At least 90 days' notice before the resident is required to vacate its current location.
3. A program of referrals by which each displaced resident may receive a minimum of three (3) referrals to decent, safe and sanitary dwelling alternatives¹ and at least 90 days' notice of such referral sites before the date on which the resident is required to vacate its current location.
4. Arrangements for transportation to and from such referral sites.
5. Assistance in obtaining any relocation payments (described below) for which the resident might be eligible.
6. For Section 8 displaced tenants, assistance requesting a new Small Area Fair Market Rent program voucher from the St. Louis County Housing Authority.

In addition, those residents who are handicapped persons (deaf, legally blind or orthopedically disabled) may be entitled to additional assistance to the extent that they have a greater burden in finding a replacement residence.

C. Relocation Payments to Businesses and Residents

Relocation Payments to Businesses. To be eligible for a relocation payment, a business must qualify as a "business" under the State Relocation Statute and the City Relocation Ordinance (described above) and have occupied its property in RPA 1 for a period beginning at least 90 days before the Developer initiated negotiations for the acquisition of the property.

All displaced businesses eligible for payments shall be provided with relocation payments based upon one (1) of the below options. The displaced business may elect one of the following options:

1. A three thousand dollar (\$3,000.00) fixed moving expense payment and up to an additional ten thousand dollars (\$10,000.00) for reestablishment expenses. Reestablishment expenses are limited to costs incurred for physical improvements to the replacement property to accommodate the particular business at issue; OR
2. Actual costs of moving including costs for packing, crating, disconnection, dismantling, reassembling and installing all personal equipment and costs for relettering similar signs and similar replacement stationery, and up to an additional ten thousand dollars (\$10,000.00)

¹ "Decent, safe and sanitary dwelling[s]" are those which comply with applicable occupancy and housing codes, and are watertight, structurally sound, in good repair, have an electrical wiring system which is safe, have an adequate heating system, are of adequate size (with respect to the number of rooms necessary to accommodate the displaced person), and, for a handicapped person, are free of barriers which would interfere or preclude reasonable use or access to and from the replacement dwelling.

for reestablishment expenses. Reestablishment expenses are limited to costs incurred for physical improvements to the replacement property to accommodate the particular business at issue.

In addition, the City will, on a case-by-case basis, consider TIF assistance for businesses that relocate in the areas identified as "RPA 2" or "RPA 3" on the attached map. The amount of the TIF assistance will be subject to negotiation and will be based on a variety of factors, including (a) what improvements are needed to a property to accommodate the business, (b) whether the business will provide desirable neighborhood services, (c) the number of employees employed by the business and (d) the benefit to the tax base associated with keeping the business in the City.

Relocation Payments to Residents. To be eligible for a relocation payment, a resident must qualify for relocation assistance as "displaced persons" under the State Relocation Statute and the City Relocation Ordinance (described above) and the resident must have occupied his or her (or their) property in RPA 1 for a period beginning at least 90 days before the initiation of negotiations for the acquisition of the property by the Developer.

All displaced residential persons eligible for payments shall be provided with relocation payments based upon one (1) of the below options. The displaced person may elect one of the following options:

1. A one thousand dollar (\$1,000.00) fixed moving expense payment; OR
2. Actual reasonable moving costs of relocation including, but not limited to, actual moving costs, utility deposits, key deposits, storage of personal property up to one (1) month, the reasonable costs of packing and un-packing of personal items (for example, clothes, dishes, books, photographs, stereo equipment, televisions, etc.), utility transfer and connection fees and other initial rehousing deposits including first (1st) and last month's rent and security deposit. Such costs of relocation shall not include the cost of a replacement property or any capital improvements thereto.

Additionally, all households that include one or more displaced persons residing in RPA 1 on or before May 1, 2018 through their date of application for relocation benefits will receive:

1. For households seeking to purchase a new home, a grant of ten thousand dollars (\$10,000.00) if the household purchases a new home in RPA 2 or two thousand dollars (\$2,000.00) if the household purchases a new home elsewhere in the City. These grants can be used to pay closing costs, a down payment, renovation costs or temporary rent while a permanent home is being renovated.
2. For households seeking to rent a new home, a grant equal to the difference between the rental costs at the new home compared to the rental costs at the prior home, measured over a period of one year and not to exceed six thousand dollars (\$6,000.00).
3. For households seeking to relocate to senior assisted housing in the City, a grant of ten thousand dollars (\$10,000.00).

The City is also developing a program to provide grants and/or loans to owner-occupants of homes in RPA 2. Persons relocating from RPA 1 will be able to utilize this program to obtain additional grants and loans to assist in acquiring and renovating homes within RPA 2.

Miscellaneous Information Regarding Relocation Payments. If a business or a resident is entitled to a relocation payment and the displaced business or resident can demonstrate a need for the relocation payment in advance to reduce or avoid a hardship, the Developer or the City will issue the payment in

advance subject to reasonable safeguards to ensure the object of the payment is achieved. Otherwise, claims for a relocation payment must be filed with the Office of Relocation Assistance:

1. For displaced tenants of property, within 6 months of the date of displacement; or
2. For displaced owner-occupants of property, within 6 months of the later of the date of displacement or the final payment for acquisition of real property.

D. Waiver of Relocation Assistance and Payments

The Developer intends to acquire most of the property within RPA 1 by providing the property owners with an offer for their property. This offer may take the form of an option agreement, a purchase and sale agreement, or another agreement. In the offer, the Developer will ask the owner of the property to waive any rights to relocation assistance and/or relocation payments that the owner may be entitled to under the State Relocation Statute, the City Relocation Ordinance and this Relocation Assistance Plan. The amount of the Developer's offer to an owner of property within RPA 1 will exceed the fair market value of the owner's property; part of the excess amount offered to the owner of the property is offered in consideration of the owner's waiver of relocation assistance and/or relocation payments. Even though the Developer will ask an owner of property within RPA 1 to waive relocation assistance and/or relocation payments as a condition of its offer to purchase the property, there are certain notices that cannot be waived and are statutorily required to be given regarding an occupant's right to relocation assistance and/or relocation payments. These notices will be provided to all occupants, including those that have waived any rights to relocation assistance and/or relocation payments.

III. Additional Information

Additional information regarding the Redevelopment Plan is available at <http://www.ucitymo.org/798/Olive-and-170-TIF>.

The City's Office of Relocation Assistance can be reached at (314) 862-6767 during normal business hours.

* * *



Overall III Boundary and Redevelopment Project Area Boundaries

Redevelopment Project Area
University City, Missouri



EXHIBIT J

M/WBE GOALS

**FINDING 5.
MWBE AVAILABILITY**

**SUMMARY OF MWBE AVAILABILITY
WITHIN THE RELEVANT MARKET**
(Using the Master Vendor File)
St. Louis County MO Disparity Study

Business Category	Asian Americans	Black Americans	Hispanic Americans	Native Americans	Unaffiliated Minority S.B.	WBE Available
Construction	30.13%	14%	1.70%	0%	0.41%	66.30%
IT/IS	0.01%	2.80%	0.80%	0%	0.30%	68.50%
Other						
Professional Services	12.30%	2.21%	1.30%	0%	0.40%	61.40%
Other Services	0.00%	1.00%	0%	0%	0.00%	16.00%
Goods	1.00%	1.10%	0%	0%	0.10%	12.80%

Griffin & Strong, PC 2017

RELOCATION ASSISTANCE AGREEMENT

This Relocation Assistance Agreement is entered into and made effective this ____ day of December, 2021, by and between the City of University City, Missouri ("Grantor"), and Mike Murray and Olga Kronova ("Grantees").

RECITALS:

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

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

C. Grantees are displaced residential persons within the meaning of said Relocation Policy and resided at 1177 Briscoe Place, Apt. A, University City, MO 63132, in RPA 1, on or before May 1, 2018.

D. Grantees have rented a new home at 10 Tower Hill Court, Olivette, MO 63132, and are eligible for a grant of six thousand dollars (\$6,000), which is the difference between the rental costs at the new home compared to the rental costs at the prior home, measured over a period of one year.

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

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

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

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

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

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

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

GRANTOR

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

GRANTEES

By: _____
Mike Murray
10 Tower Hill Court
Olivette, MO 63130
Telephone: (314) 322-8487
E-mail: mikeolya@yahoo.com

By: _____
Olga Kronova
10 Tower Hill Court
Olivette, MO 63130
Telephone: _____
E-mail: _____



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

NUMBER: <i>For City Clerk Use</i>	CM20220110-01
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SUBJECT/TITLE: Liquor License for Greenwood Restaurant LLC - 1000 Sutter Avenue			
REQUESTED BY: Keith Cole		DEPARTMENT / WARD Finance / All	
AGENDA SECTION:	City Manager's Report	CAN ITEM BE RESCHEDULED?	No
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends the approval of the Liquor License.			
FISCAL IMPACT: Liquor License fee \$750.00			
AMOUNT:	N/A	ACCOUNT No.:	N/A
FROM FUND:	N/A	TO FUND:	N/A
EXPLANATION: Greenwood Restaurant LLC has applied for All Kinds of Intoxicating Liquor, By the Drink, Retail liquor license, including Sunday Liquor License			

STAFF COMMENTS AND BACKGROUND INFORMATION:
The Applicant / Managing Officer is Tommy Tucker. A background check / investigation by the Police Department revealed no disqualifying information. Department Approval has been granted from all necessary departments. Recommendations from University City citizens were obtained. Petition from business owners within a radius of 200 feet is included. A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business. A waiver of 2020 property tax assessment from St. Louis County was obtained. The waiver is for Liquor License only. Current voter ID Card for the applicant was provided.

CIP No.	
RELATED ITEMS / ATTACHMENTS: 1. Application for Liquor License 2. Inter-Office Memorandum Report from the Police Department	

LIST CITY COUNCIL GOALS (5):
N/A

RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	January 10, 2022
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CITY OF UNIVERSITY CITY
APPLICATION FOR LIQUOR LICENSE
University City Municipal Code, Chapter 600 Section 600.060

INSTRUCTIONS: Read each question carefully. Make certain that each question is answered completely and correctly before you submit this application. If you need additional space, use the additional sheet provided at the end of this application. If a question does not apply to you, write N/A in the space, do not leave any blank fields. Submit all documents as requested. **PLEASE PRINT CLEARLY.**

Please note that this application may only be completed and filed by a sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license.

◊ **AN APPLICANT IS NOT PERMITTED TO OPERATE UNTIL LICENSE IS ISSUED** ◊

Applications must be accompanied by a non-refundable application filing fee of \$25.00

Type of license requested- separate license shall be obtained for each of the following classes of sales:
(Please check each classification that applies)

- | | | | |
|-------------------------------------|-----|---|----------|
| <input checked="" type="checkbox"/> | 2- | All kinds of intoxicating liquor, by the drink, retail | \$450.00 |
| <input type="checkbox"/> | 4- | CLUB: All kinds of intoxicating liquor, by the drink, retail | 200.00 |
| <input type="checkbox"/> | 5- | Malt liquor not in excess of 5% alcohol wholesaler to wholesaler | 75.00 |
| <input type="checkbox"/> | 6- | Intoxicating liquor not in excess of 22% alcohol wholesaler to wholesaler | 150.00 |
| <input type="checkbox"/> | 7- | Malt liquor not in excess of 5% alcohol wholesaler to retailer | 150.00 |
| <input type="checkbox"/> | 8- | Intoxicating liquor not in excess of 22% alcohol wholesaler to retailer | 300.00 |
| <input type="checkbox"/> | 9- | Malt liquor in excess of 3.2% and not in excess of 5% alcohol, by the package, retail | 75.00 |
| <input type="checkbox"/> | 10- | Malt liquor in excess of 3.2% and not in excess of 5% alcohol, by the drink, retail | 75.00 |
| <input type="checkbox"/> | 11- | Malt liquor not in excess of 5% beer and 14% wine, by the drink, retail | 75.00 |
| <input type="checkbox"/> | 12- | Intoxicating liquor not more than 22%, by the package, retail | 75.00 |
| <input type="checkbox"/> | 13- | Intoxicating liquor of all kinds, wholesaler to wholesaler | 375.00 |
| <input type="checkbox"/> | 14- | Intoxicating liquor of all kinds, wholesaler to retailer | 750.00 |
| <input type="checkbox"/> | 15- | Intoxicating liquor of all kinds, by the package, retail | 150.00 |
| <input checked="" type="checkbox"/> | | Sunday Liquor License | 300.00 |

I. BUSINESS APPLYING FOR LICENSE:		
A. BUSINESS NAME AND TYPE Greenwood Restaurant IIc		<input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company
B. DESCRIPTION OF PREMISES AND ADDRESS:		C. PHONE:
DESCRIPTION: <u>Store Front on Strip mall</u>		314-333-1222
ADDRESS: <u>1000 Sutter Ave</u>		
HOURS OF OPERATION: <u>3pm-1am</u>		
II. MANAGING OFFICER:		
A. NAME: (LAST) <u>Tucker II</u> (FIRST) <u>Tommy</u> (MIDDLE INITIAL) <u>E</u>		
B. ADDRESS, CITY & ZIP CODE: <u>7365 Delmar Blvd apt 2E St. Louis MO 63130</u>		C. PHONE: <u>314-333-1222</u>
D. DATE OF BIRTH:	F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE) <u>314-285-4499</u>	
G. PREVIOUS ADDRESS: (IF NOT AT PRESENT ADDRESS FOR 5 YEARS OR MORE)		
H. IF FOREIGN BORN, PLEASE STATE COUNTRY, PLACE AND STATE OF NATURALIZATION:		
I. MISSOURI RESIDENT SINCE: (MONTH & YR) <u>6-1979</u>	K. TOWNSHIP: <u>St. Louis</u>	L. COUNTY: <u>St. Louis City</u>
M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT: <u>Food & Beverage</u>		
N. NAME OF CORPORATION, PARTNERSHIP OR CLUB: (IF APPLICABLE) <u>Greenwood Restaurant IIc</u>		
FOR PARTNERSHIP OR LIMITED PARTNERSHIP		NUMBER OF MEMBERS:
A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY) <u>NA</u>		
FOR CORPORATION OR LIMITED LIABILITY COMPANY		NUMBER OF MEMBERS:
A3. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL OFFICERS, DIRECTORS AND STOCKHOLDERS OWNING 1% OR MORE INTEREST IN THE CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY. (USE PAGE 7 IF NECESSARY) <u>NA</u>		
OTHER PERSONS		NUMBER OF MEMBERS:
A4. LIST NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH FOR ALL OTHER PERSONS WHO HAVE AN INTEREST IN THE BUSINESS FOR WHICH LICENSE IS REQUESTED. (USE PAGE 7 IF NECESSARY) <u>NA</u>		
B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED: (USE PAGE 7 IF NECESSARY) <u>NA</u>		

III. OTHER INFORMATION

A. IS APPLICANT A QUALIFIED VOTER IN THE STATE OF MISSOURI?
 YES NO

B. IS APPLICANT AN ASSESSED, TAX PAYING CITIZEN IN THE STATE OF MISSOURI?
 YES NO

C. HAS APPLICANT PREVIOUSLY HELD A LIQUOR LICENSE OF ANY TYPE?
 YES NO (IF YES, EXPLAIN, SEE ITEM D)

D. EXPLAIN (WHEN, WHERE?)

E. HAS APPLICANT, OR ANY EMPLOYEE, OR PROPOSED EMPLOYEES, EVER BEEN DENIED A LIQUOR LICENSE, OR HAD A LICENSE TO SELL LIQUOR REVOKED?
 YES NO (IF YES, EXPLAIN, SEE ITEM F)

F. EXPLAIN (WHEN, WHERE?)

G. HAS APPLICANT EVER BEEN EMPLOYED IN ANY CAPACITY BY A BUSINESS WITH A BEER, WINE OR LIQUOR LICENSE?
 YES NO (IF YES, EXPLAIN, SEE ITEM H)

H. EXPLAIN (WHEN, WHERE?)

I. HAS THE APPLICANT, EMPLOYEE, OR PROPOSED EMPLOYEE EVER BEEN CONVICTED OF A VIOLATION OF ANY LAW REGULATING, CONTROLLING, OR PROHIBITING THE SALES OR MANUFACTURING OF INTOXICATING LIQUOR?
 YES NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)

J. HAS ANY DISTILLER, WHOLESALER, WINE MAKER, BREWER OR ANY EMPLOYEE, OR AGENT THEREOF, HAVE OR PROPOSE TO HAVE, ANY FINANCIAL INTEREST IN THE BUSINESS TO WHICH THIS APPLICATION APPLIES?
 YES NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)

K. INDICATE THE TYPE OF BUSINESS, IF ANY, APPLICANT PROPOSES TO CONDUCT ON PREMISES IN ADDITION TO SALE OF INTOXICATING LIQUOR:
 RESTAURANT
 HOTEL DINING ROOM
 OTHER (PLEASE EXPLAIN)

L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ 25,000 OTHER (INCLUDING LIQUOR) \$ 25,000


M. IS THERE A SCHOOL, CHURCH, SYNAGOGUE, PUBLIC PARK OR PLAYGROUND WITHIN ONE HUNDRED FIFTY (150) FEET OF THE PROPOSED BUSINESS? YES NO (IF YES, STATE THE NAME AND APPROXIMATE DISTANCES):

N. IS THE APPLICANT INDEBTED TO ANY PERSON FOR MONEY OR PROPERTY, TO BE USED IN THE LICENSED BUSINESS? (IF YES, STATE AMOUNT OF INDEBTEDNESS AND TO WHOM IT IS OWED.)
 YES NO


AMOUNT OWED: \$	NAME:
ADDRESS, CITY, STATE, & ZIP:	
PHONE:	OCCUPATION:

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

Comes now Tommy Tucker of lawful age, being first duly sworn upon oath, deposes and says that he or she: (1) is the sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license, (2) is authorized to make this application, (3) has read this application and understands same, (4) knows the contents of this application, (5) swears that the answers and statements contained in this application are true and correct, and (6) on behalf of the applicant, agrees to comply with all laws of the City of University City and the State of Missouri relevant to the applicant's business.


SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 26 OF November 2021.


NOTARY PUBLIC

MY COMMISSION EXPIRES: Feb. 13, 2022

KYLA POLLARD
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Feb. 13, 2022
Commission # 14581308

THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief	<u>Chief L. Hampton Jr.</u>	Date: <u>1/3/2022</u>
Comments:		
Community Development	<u>[Signature]</u>	Date: <u>1/3/2022</u>
Comments:		
City Manager	_____	Date: _____
Comments:		

IV. SUNDAY LIQUOR LICENSE

If application is for Sunday liquor license, complete the following section:

Under the provisions of Chapter 600, Section 600.260 of the Municipal code of the City of University City, application is hereby made for a license to sell intoxicating liquor between the hours of 9:00 A.M. and midnight on Sundays.

A. APPLICANT NAME: (LAST) Tucker II (FIRST) Tommy (MIDDLE INITIAL) E

B. BUSINESS NAME: Greenwood Restaurant PHONE NUMBER: 314-333-1222

Type of Liquor License held or applied for:

- 1-2 All kinds of intoxicating liquor, by the drink, retail
- 9 Malt liquor in excess of 3.2% not in excess 5% alcohol, by the package, retail
- 10 Malt liquor in excess of 3.2% not in excess 5% alcohol, by the drink, retail
- 11 Malt liquor not in excess of 5% beer and 14% wine, by the drink, retail
- 12 Intoxicating liquor not more than 22%, by the package, retail
- 15 Intoxicating liquor of all kinds, by the package, retail

For the purpose of obtaining said Sunday Liquor license: applicant states that at least fifty percent (50%) of the gross income of the restaurant bar at the above location is derived from the sale of prepared meals or food consumed on the premises, or which has an annual gross income of at least two hundred seventy-five thousand dollars (\$275,000.00) from the sale of prepared meals or food.

[Signature]
Signature of Applicant

President
Title of Applicant

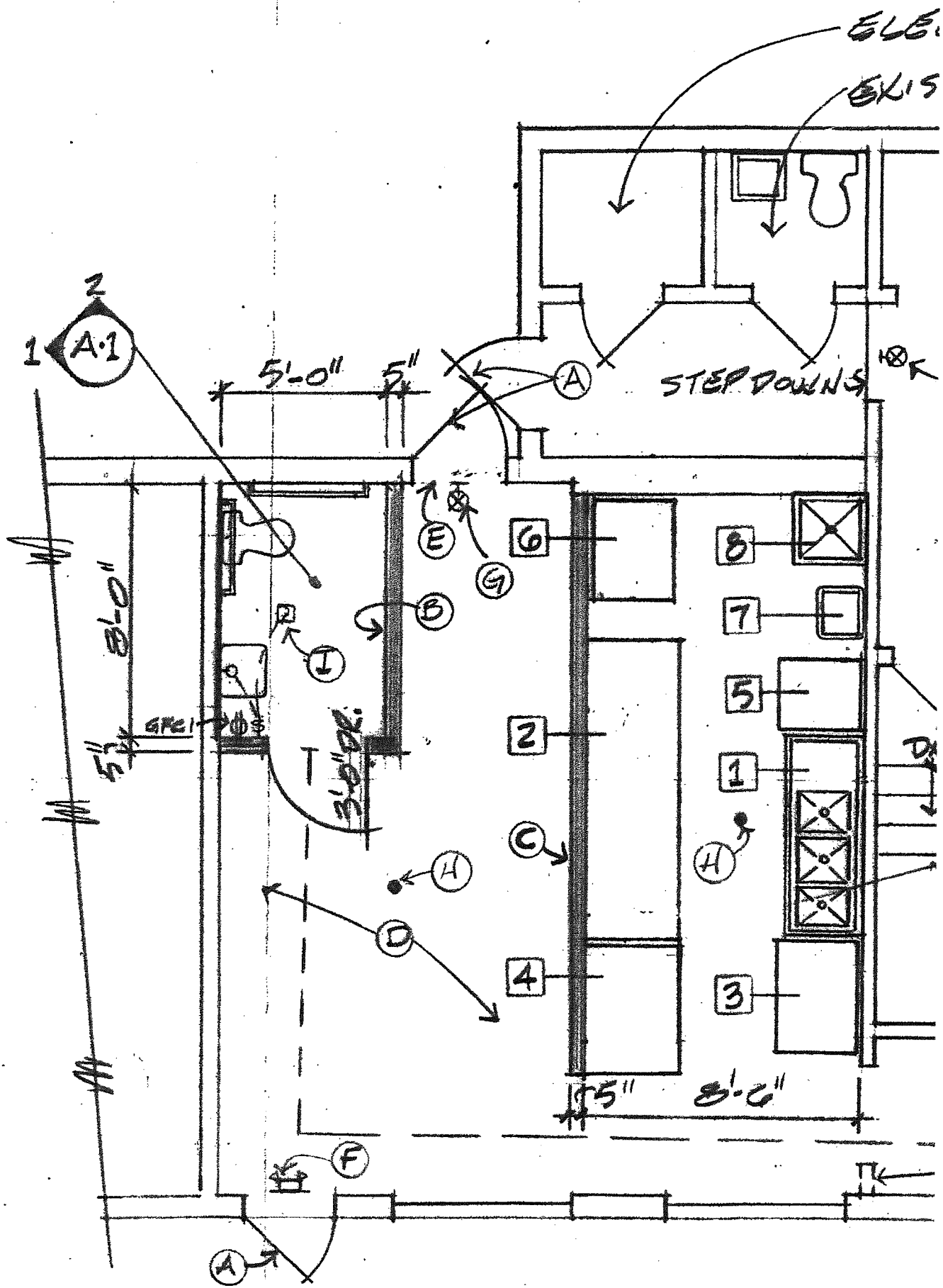
11-26-21
Date

V. RECOMMENDATIONS- COMPLETE IF APPLYING FOR LICENSE TYPE 2, 10, OR 11

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 600.060 of University City Municipal Code.

Each of the following recommendations is to be filled in and signed by a credible resident citizen of University City, vouching for the character of the applicant.

- 1) Date: 11-29-21 Name: Fernando Hollinshead
Location of University City real property taxed in your name: 6930 Julian
How long have you known applicant? 25 years Are you related? No
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 3144842081 Signature: Fernando Hollinshead
- 2) Date: 11-29-21 Name: Diana Potts
Location of University City real property taxed in your name: 6705 Julian
How long have you known applicant? 10 years Are you related? No
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 6363891620 Signature: Diana Potts
- 3) Date: 11-29-21 Name: Tiffany Richards
Location of University City real property taxed in your name: 1301 Mount Olive
How long have you known applicant? 28 years Are you related? No
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 3147836296 Signature: Tiffany Richards
- 4) Date: 11-29-21 Name: Rashonda Floyd
Location of University City real property taxed in your name: 6924 Plymouth
How long have you known applicant? 10 years Are you related? No
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 3147831281 Signature: Rashonda Floyd
- 5) Date: 11-29-21 Name: Steve Smith
Location of University City real property taxed in your name: 7328 Wellington
How long have you known applicant? 1 year Are you related? No
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 3143612500 Signature: Steve Smith



Recei

re-submittal

JUN 23 201

Department of Community

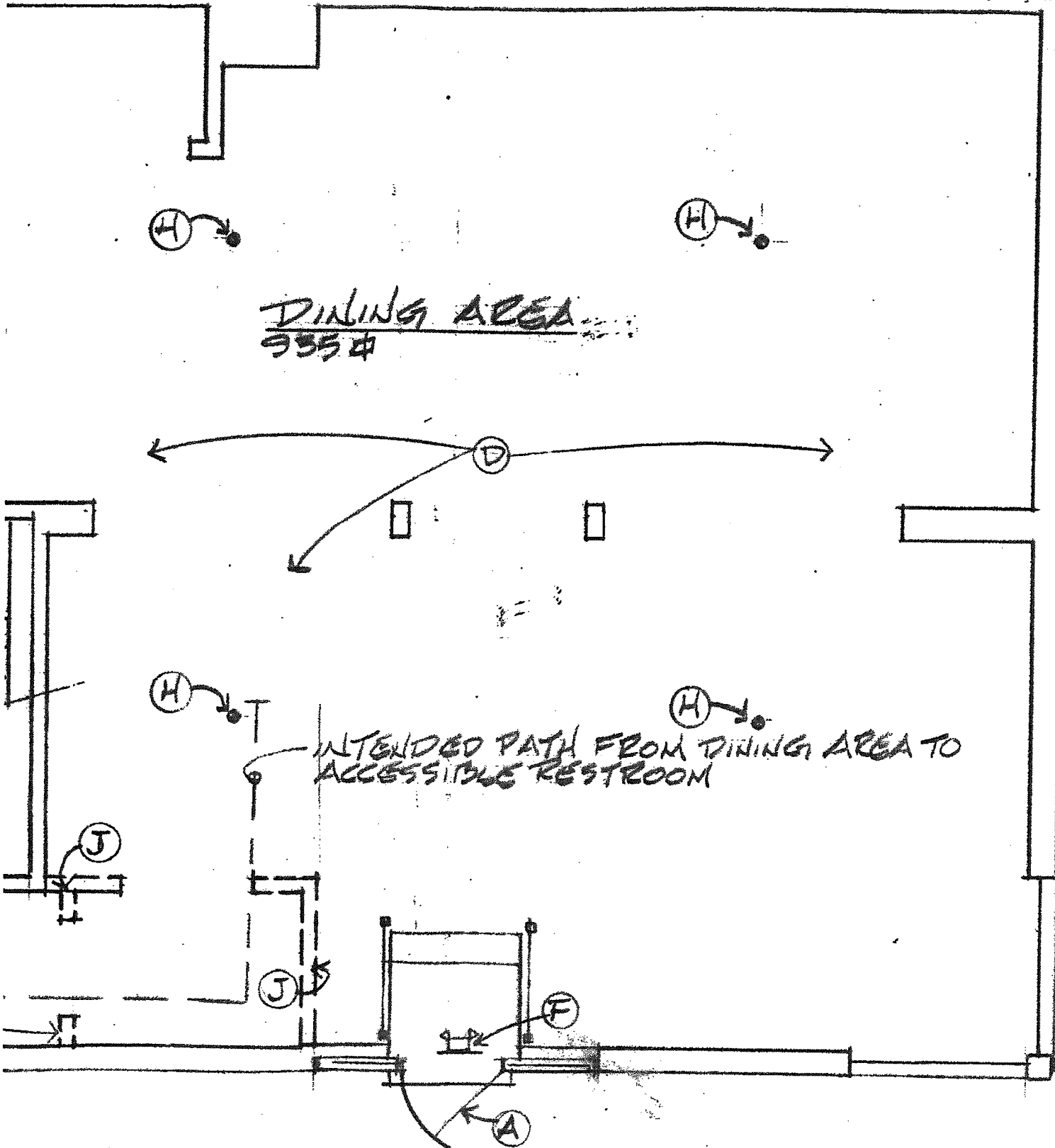
City of University

6801 Delmar

University, City, MO

RIGAS ROOM

RESTROOM TO REMAIN



10. All Mechanical, Electrical, Plumbing and Fire Protection work shall be "Design/Build" by others. Equipment and fixtures, where shown, are for reference only. Design/Build Contractor shall provide all work required to comply with applicable codes, including preparation of sealed permit drawings where required by the authority having jurisdiction.

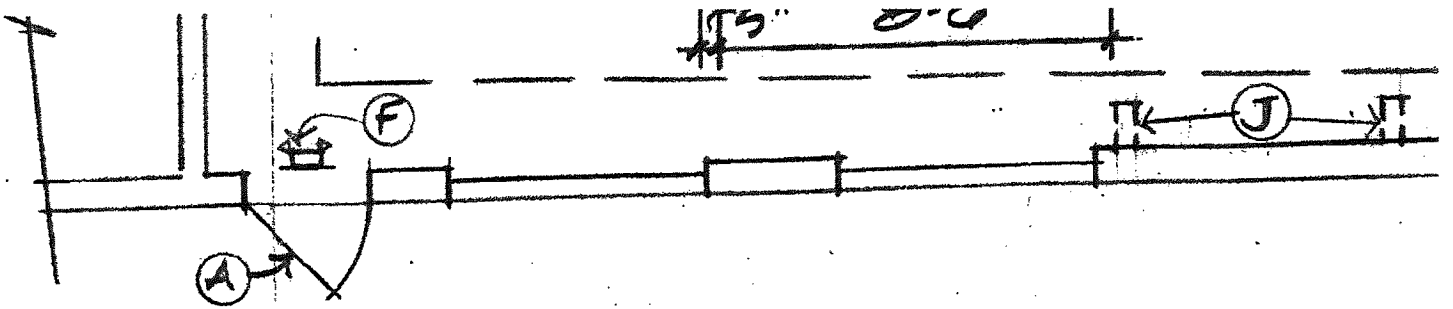
11. All cabinets, countertops, fixtures, interior doors and hardware, interior finishes and trim, etc. to be selected/coordinated by the Owner, and shall meet the following building code requirements for flame spread and smoke developed:

KITCHEN EQUIPMENT SCHEDULE

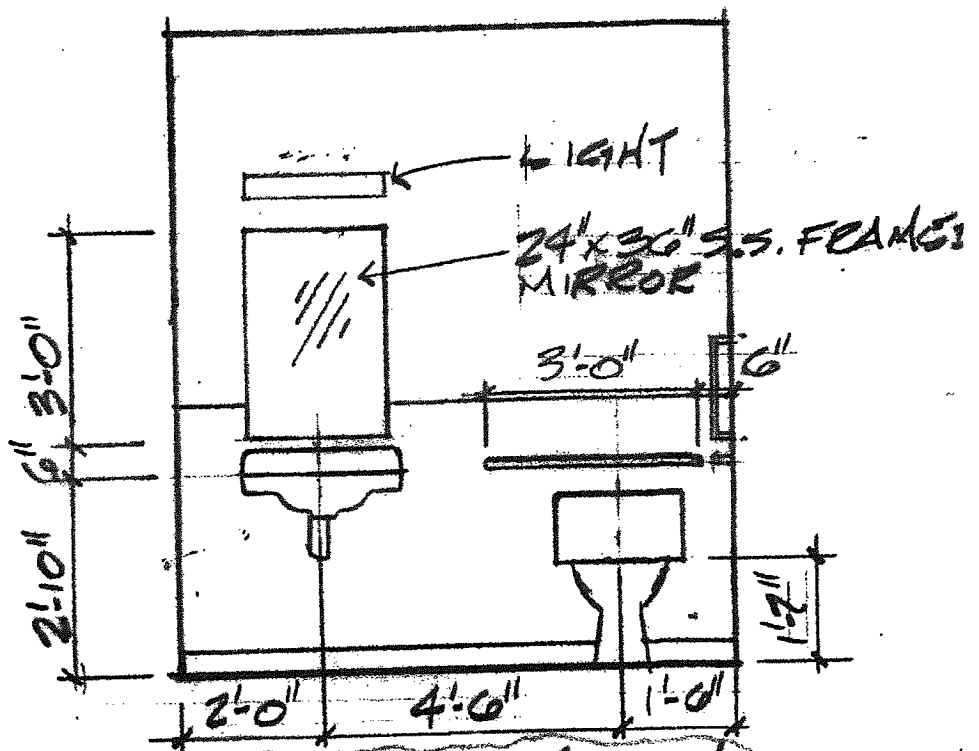
- 1** Three Compartment Sink – Left Drain.
- 2** 10'-0" Long Preparation table.
- 3** Soiled Dish Table 2'-6" x 3'-6"
- 4** 4'-0" Long cooling case
- 5** Clean Dish Table 2'-6' x 2'-0"
- 6** Refrigerator
- 7** Hand Sink
- 8** Mop Basin

CONSTRUCTION NOTES

- (A)** Existing door to remain add panic egress hardware.
- (B)** New partition, 2"x4" wood studs @ 24" o.c., w/ 5/8" w gypsum board both sides.
- (C)** New 2"x4" wood studs @ 24" o.c., partial high partiti
- (D)** Existing ceiling & lighting to remain, no work.
- (E)** ADA entry
- (F)** Combination exit/emergency light w/ 90 minute batter
- (G)** Standard exit light.
- (H)** Smoke Detector.



REMODEL
 SCALE: 1/4" = 1'-0"

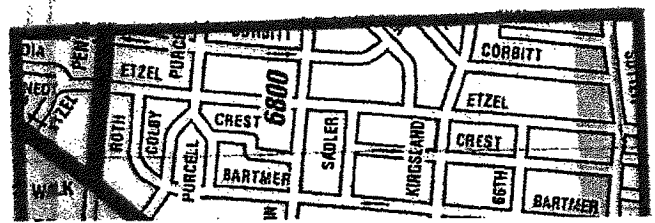


ELEVATION
 SCALE: 3/8" = 1'-0"

resistance

1'-6"

terve.





TAXATION DIVISION
PO BOX 3000
JEFFERSON CITY, MO 65105-3000



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-5860
Fax: 573-522-1722
E-mail: businesstaxregister@dor.mo.gov

GREENWOOD RESTAURANT LLC
TOMMY TUCKER II
1000 SUTTER AVE
SAINT LOUIS, MO 63130-2647

11/24/2021

CERTIFICATE OF NO TAX DUE

RE: Notice Number 2025611822
MISSOURI ID: 27134253

To whom it may concern: The Department of Revenue, State of Missouri, certifies that the above listed taxpayer/account has filed all required returns and paid all SALES TAX due, including penalties and interest, or does not owe any SALES TAX, according to the records of the Missouri Department of Revenue, as of 11/24/2021. These records do not include returns that are not required to be filed as of this date for taxes previously collected or that have been filed but not yet processed by the Department.

This statement only applies to SALES TAX due and does not limit the authority of the Director of Revenue to assess, or collect liabilities under appeal, in default of an installment agreement entered into with the Director of Revenue or that become known to the Department as a result of an audit, a review of taxpayer's records, or a determination of successor liability.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

TAXATION DIVISION



WAIVER

DATE 11/29/2021

STATE OF MISSOURI
COUNTY OF SAINT LOUIS
41 SOUTH CENTRAL AVE.
SAINT LOUIS, MISSOURI 63105
314-615-5500

THIS IS TO CERTIFY THAT:

Liquor License Only

<i>Tucker, Tommy E II</i>
<i>7365 Delmar Blvd</i>
<i>Apt 2E</i>
<i>St. Louis, MO 63180</i>

THE TANGIBLE PERSONAL
PROPERTY SHOWN ON THIS
FORM WAS NOT SUBJECT TO
PERSONAL PROPERTY TAX
ASSESSMENT FOR THE YEAR

20 AND XX

YEAR	MAKE	MODEL
<i>X</i>	<i>X</i>	<i>X X</i>
<i>X</i>	<i>X</i>	<i>X X</i>
<i>X</i>	<i>X</i>	<i>X X</i>

AUTHORIZED BY

DEPUTY FOR ST. LOUIS COUNTY DEPARTMENT OF REVENUE
MARK R. DEVORE
COLLECTOR

STATE LICENSE OFFICES: PLEASE PLACE STAMP ON REVERSE SIDE TO INDICATE SALE OF LICENSE PLATES.



Inter-office Memo



Date: 12/21/21

TO: Colonel Hampton, Chief of Police
FROM: Lieutenant Isenberg
SUBJECT: 1000 Sutter (Liquor License Application)
CC:

Business

Greenwood Restaurant
1000 Sutter Ave.,
University City, MO 63130

Applicant

Tommy E. Tucker II
7365 Delmar Blvd. 2E
University City, MO 63130
314-285-4499

Sir,

I have reviewed the findings of the investigation completed by Detective Daur Nodari concerning the liquor license application submitted by Tommy E. Tucker II for Greenwood Restaurant located at 1000 Sutter Ave., University City, MO 63130. Det. Nodari's investigation was thorough revealed some cause for concern (see Det. Nodari's Attached Report) but revealed no cause for a denial for a City of University Liquor License as applied for by Tommy E. Tucker II.

Respectfully Submitted,

Lt. Isenberg.

Final Approval:

Chief Larry Hampton
Col. Larry Hampton, Chief of Police

CITY OF ST. LOUIS
BOARD OF ELECTIONS COMMISSIONERS
3001 Tucker Blvd. ST. LOUIS, MO 63101-1910 • 622-2733

MANENT VOTER ID CARD

DOB	PCT	CON	SEN	REP	JC
29	5	1	4	84	2

Tommy E Tucker II
1222 Clara Ave
Saint Louis MO 63112-2902

1668558

PLEASE SIGN YOUR NAME



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

NUMBER: <i>For City Clerk Use</i>	CM20220110-02
--------------------------------------	---------------

SUBJECT/TITLE: C.U.P. 21-17 Application for a Conditional Use Permit at 8322 Olive Boulevard. The proposed use is for basement storage of landlord materials and files in a multi-tenant commercial building.			
REQUESTED BY: Brooke Smith		DEPARTMENT / WARD Community Development/Ward 3	
AGENDA SECTION:	City Manager's Report	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval			
FISCAL IMPACT: N/A			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: N/A			

STAFF COMMENTS AND BACKGROUND INFORMATION: Staff is of the opinion that the proposed use for basement storage of landlord materials and files in a multi-tenant commercial building would not be detrimental to the surrounding area, and recommends approval of the request, subject to the following condition: 1. The storage areas of the building shall be subject to annual and random inspections by the Department of Community Development.

CIP No.	
RELATED ITEMS / ATTACHMENTS: Staff Report (including the Plan Commission's recommendation and comments) CUP Application	

LIST CITY COUNCIL GOALS (5):			
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	January 10, 2022



STAFF REPORT

City Council

MEETING DATE: January 10, 2022
FILE NUMBER: CUP 21-17
COUNCIL DISTRICT: 3
Location: 8322 Olive Boulevard
Applicant: MNG 2005, Inc.
Property Owner: 8322 OLIVE HOLDINGS LLC
Request: Conditional Use Permit (C.U.P.) The proposed use is for basement storage of landlord materials and files in a multi-tenant commercial building.

COMPREHENSIVE PLAN CONFORMANCE
 Yes No No reference

STAFF RECOMMENDATION

Approval Approval with Conditions Denial

Attachments:
A. Application for Conditional Use Permit

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

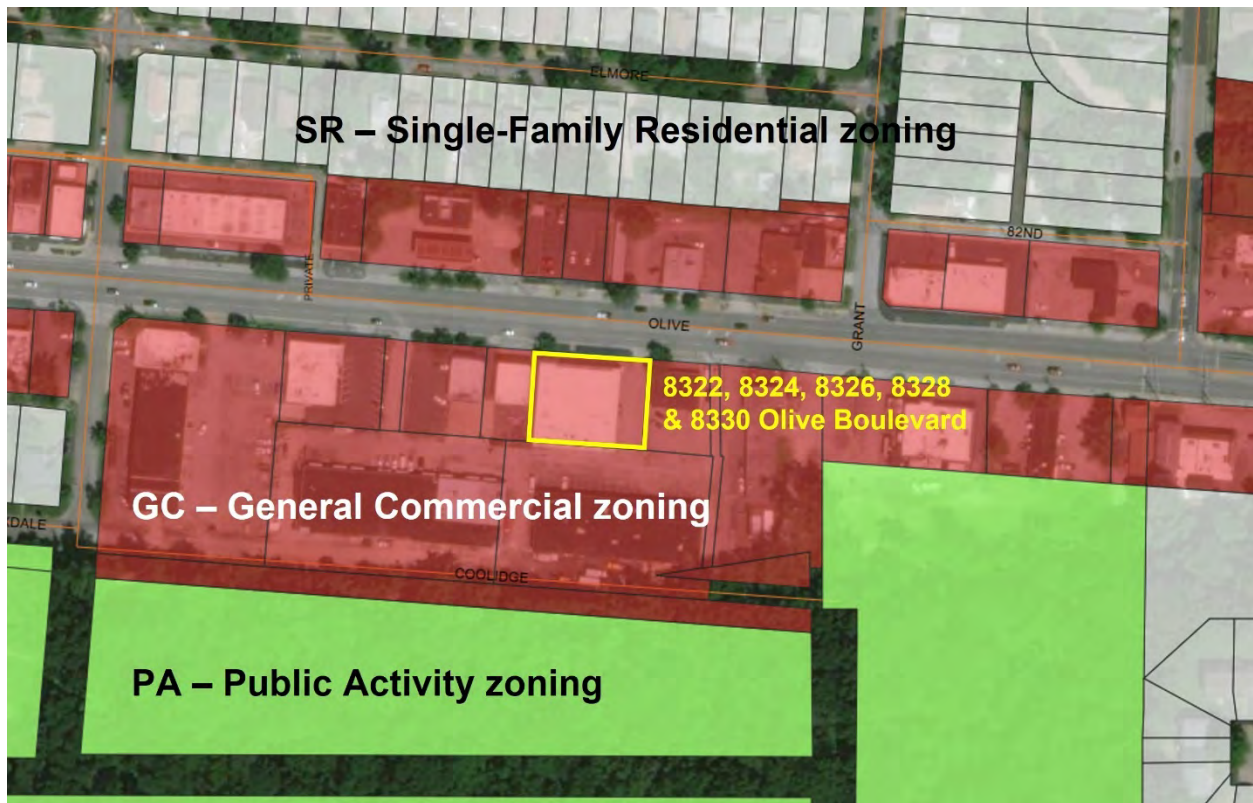
Surrounding Zoning and Current Land Use:

North: GC General Commercial (*North side of Olive Boulevard*)
East: GC General Commercial
South: GC General Commercial
West: GC General Commercial

Existing Property

The existing property at 8322 Olive Boulevard is a 0.36-acre lot that contains a commercial building of approximately 10,800 square-foot building that was built in 1959. The site is home to five addresses: 8322, 8324, 8326, 8328 and 8330 Olive Boulevard, as noted in the map below. All spaces in the building have been leased, although the build-out continues in some of the spaces. The Conditional Use Permit request applies to the entire building. The property is zoned General Commercial and is surrounded by lots that are also zoned General Commercial.

Parcel Location and Surrounding Zoning



Applicant's Request

Currently the items being stored belong to the owner/landlord of the building. The petitioner owns the building but is not a tenant. Approximately 80% of the items in storage belong to the owner and their company businesses not located on site. The remaining 20% are items related to the building such as storage files and maintenance supplies.

Analysis

A Conditional Use Permit in this instance is required per the General Commercial District regulations, section §400.500 – Permitted Uses, note the highlighted section:

The following land uses and developments are permitted in the "GC" district. In addition to the land uses permitted in this district, certain other uses may be conditionally allowed per Section 400.510. Other uses not listed, which are determined by the Zoning Administrator to be identical or similar to one (1) or more of the following uses, are permitted as well. ***When an unlisted use is proposed, which appears to meet the intent of this district but its potential impact is uncertain, then such use shall be considered a conditional use.***

The building is not sprinklered, nor are there windows in the storage rooms. These are two of the primary reasons why the Community Development Department staff is requesting the Conditional Use Permit.

Public Works & Parks: NA

Fire Department: The Fire Department will be involved in the inspections and permitting process for Commercial Occupancy Permits.

Police Department: NA

Plan Commission Meeting

At the Plan Commission meeting on December 15, 2021, the Applicant indicated that:

1. While they own the building, they do not occupy any of the five (5) spaces. They use the basement storage at this location to store files, maintenance supplies and repair equipment.
2. Nothing flammable is stored in the basement of this location.
3. No tenants currently use the storage. Of the five (5) spaces in the building, only one is currently in use. The remaining four (4) are leased but undergoing construction to build-out the space for future use.
4. They own other stores in University City and use the storage.

The Plan Commission voted unanimously to approve the Conditional Use Permit for 8322 Olive Boulevard.

Staff Recommendation

Staff is of the opinion that the proposed use for basement storage of landlord materials and files in a multi-tenant commercial building would not be detrimental to the surrounding area.

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

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



Department of Community Development

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

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

- Address/Location of Site/Building: 8322 Olive Blvd, University City, MO 63130
- Zoning District (check one):
 SR LR MR HR HRO GC LC CC ^{ju, 12-1-2001} IC PA PD
- Applicant's Name, Corporate or DBA Name, Address and Daytime Telephone: _____
MNG 2005 Inc., 10645 Baur Blvd, St. Louis, MO 63132
Senn Massey, Construction Proj. Mgr. 314.463.1611
- Applicant's Interest in the Property: Owner Owner Under Contract Tenant*
 Tenant Under Contract* Other* (explain): _____

* Please Note: Zoning Code Section 34-131.1 requires that the application may only come from one (1) or more of the owners of record or owners under contract of a lot of record (or zoning lot), or their authorized representative. If you are applying as a tenant, tenant under contract or other, you must attach a letter from the owner stating you are an authorized representative of them and they give you permission to file this application for Conditional Use on their behalf.

- Owner's Name, Corporate or DBA Name, Address and Daytime Telephone, if other than Applicant:
Same
- Please state, as fully as possible, how each of the following standards are met or will be met by the proposed development or use for which this application is being made. Attach any additional information to this application form.
 - Complies with all applicable provisions of the University City Zoning Code (e.g. required yards and setbacks, screening and buffering, signs, etc.).
Owner is seeking permission to use basement for storage of landlord materials & sites in a multi-tenant core commercial building.
 - At the specific location will contribute to and promote the community welfare or convenience.
Keeping building related materials on-site allow for quicker response time to tenant maintenance needs

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

Storage is limited to a small area in the basement with
no window visibility

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

N/A

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

Building already has striped parking lot

**** Please Note: You should also submit twelve (12) copies of a memo detailing the following information:**

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

A Public Hearing before the Plan Commission is required by Ordinance. Notice of such Public Hearing must be published in a newspaper of general circulation at least fifteen (15) days in advance. Upon receipt of a Plan Commission Recommendation, the City Council must consider this application and supporting information before a Use Permit may be granted. A fee of \$114 must accompany this application.

11-5-21
Date

Sam Moxey, Construction Project Manager
Applicant's Signature and Title

MNG 2005, Inc.
Representing (if applicable)

FOR OFFICE USE ONLY

_____ Application First Received.

_____ Application Fee in the Amount of \$ _____ Receipt # _____

_____ Application returned for corrections, additional data.

_____ Final complete application received.

_____ File # _____ created. K:\wpoffice\wpdata\cupfrm.doc



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

NUMBER: <i>For City Clerk Use</i>	CM20220110-03
---	----------------------

SUBJECT/TITLE: Site Plan for a tax-exempt religious institution to occupy 7860 - 7868 Olive Boulevard in a commercial plaza in the "GC" – General Commercial District (SPR 22-01)			
REQUESTED BY: Brooke Smith		DEPARTMENT / WARD Community Development / Ward 2	
AGENDA SECTION:	City Manager's Report	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval			
FISCAL IMPACT: N/A			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: N/A			

STAFF COMMENTS AND BACKGROUND INFORMATION: Attached is the Staff Report and related documents for the Site Plan application to allow a tax-exempt religious institution (All Nations church) to occupy and operate 7860 - 7868 Olive Boulevard. Section 400.2595 of the University City Zoning Code requires certain tax-exempt organizations such as religious institutions to obtain Site Plan approval from City Council. Section 400.2620 of the Zoning Code requires staff to review the site plan and prepare a report and recommendation for City Council. For its approval, this agenda item would require a motion by the City Council.

CIP No.	
RELATED ITEMS / ATTACHMENTS: Staff Report Site Plan Review Application	

LIST CITY COUNCIL GOALS (S):			
RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose		MEETING DATE: January 10, 2022	



Department of Community Development

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

STAFF REPORT

MEETING DATE: January 10, 2022

FILE NUMBER: SPR 22-01

COUNCIL DISTRICT: 2

Type of Review: Site Plan

Location: 7860-68 Olive Blvd. (in Westover Center, Southwest corner of Olive Boulevard and Groby Road)

Property Owner: Clayton Building Partnership

Applicant: William Ritter, AIA, Etegra, Inc. (on behalf of All Nations church)

Requested Action: Site Plan approval for a tax-exempt religious institution to occupy 7860-68 Olive Blvd. in a commercial plaza

STAFF RECOMMENDATION

Approval Approval with Conditions Denial

Existing Zoning: "GC" – General Commercial District
Existing Land Use: Multi-tenant commercial plaza (Westover Center)
Proposed Zoning: No change – "GC" District
Proposed Land Use: No change – multi-tenant commercial plaza

Surrounding Zoning and Land Use:

North: "GC" - General Commercial District Commercial and institutional uses
East: "GC" - General Commercial District & "SR" - Single-Family Residential District
Restaurants, office, and church
South: "SR" - Single-Family Residential District, Open space
West: "GC" - General Commercial District, Retail and restaurants

COMPREHENSIVE PLAN CONFORMANCE

Yes No No reference

ATTACHMENTS:

- Application documents

Existing Property

The subject building unit is a one-story multi-tenant commercial strip center (Westover Center) of approximately 30,325 square-feet in area built in 1990 on a 4.65-acre site. A large parking area with 206 parking spaces is located in front of the building. Access to the site is available from Olive Boulevard and Groby Road. Layout of the building on the site is shown in Figure 1.



Figure 1. Westover Center and All Nations Church location.

Applicant's Request

The Applicant, Etegra, Inc., on behalf of All Nations Church, is requesting approval of a Site Plan to occupy the tenant space immediately west of those currently occupied by the Church. A Site Plan for the existing space (7860 to 7864 Olive Boulevard) was approved by the City Council on August 14, 2017. The Church would like to extend their Church into the 7868 space. No additions or other exterior changes to the building are proposed, nor are any new curb-cuts or changes to the site layout of the commercial center. The proposed work involves interior renovations only.

Process – Required City Approvals

City Council: Sections 400.2595 and 400.2630 of the Zoning Code requires that site plans for tax-exempt religious institutions, among other tax-exempt persons and organizations, to occupy any real property in the City to be reviewed and approved by City Council. In conducting its review, City Council shall consider the staff report and the application to determine if the proposed site plan application meets the requirements of the Zoning Code. No public hearing is required.

Analysis

Places of worship are permitted uses in the “GC” – General Commercial District. Zoning classification and the proposed expanded use for the subject site are not at issue. City Council’s review of the site plan is to be as per Section 400.2630 of the Zoning Code and generally includes the site design and circulation, consistency with the Comprehensive Plan and other planning and development policies, parking and compatibility with adjacent properties.

With no proposed changes to the site design of the existing commercial center or the exterior of the building, it is the opinion of staff that the proposed use would continue to be compatible with the surrounding areas and will not have any detrimental impact on nearby properties or uses.

The minimum off-street parking and loading space requirements set forth in Section 400.2140 of the Zoning Code are met. Thirty-two (32) parking spaces are required for the Church’s use. There are 206 existing parking spaces that will continue to be shared by various tenants in the commercial center, each with different operating hours. The on-site circulation will continue to be functional and efficient. The Church’s primary activities will take place on Sunday mornings when few of the other existing businesses in the center are open.

Staff Recommendation

The proposal complies with all applicable provisions of the Zoning Code and with the Site Plan Review findings of fact as set forth in the Zoning Code. Accordingly, staff recommends approval of the proposed Site Plan.



Department of Community Development

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

All Nations Church, 7860 Olive Blvd. University City, MO. Expansion into 7868 Olive Blvd.

Address / Location / Site of Building

APPLICATION FOR SITE PLAN REVIEW FOR:

1. Zoning District (Check one):

CC X GC HR HRO IC LC LR MR PA PD SR

2. State proposed use: Church/ Religious Worship - Assembly A-3

3. Describe existing premises: A portion of the existing strip shopping center at Olive and Mt. Olive

4. Describe proposed construction (please attach additional narrative): adjacent to the existing church portion. Renovation of an additional bay of the shopping center

5. State applicant's name, address and daytime telephone number: Pastor Chris Paavlova, 314-604-3353 All Nations Church, 7860 Olive Boulevard, University City, Mo.

6. Applicant's interest in the property (check one):

Owner X Tenant Under contract to purchase Under contract to lease Other (specify): Existing tenant in the facility expanding into an additional bay of the center.

7. State name and address and daytime telephone number of owner, if other than applicant:

Clayton Building Partnership, 1218 White Road Chesterfield MO 63017

8. Check type of authorization(s) required:

New Development: This does not include single or two-family dwellings.

Substantial Addition: Additions to buildings, or new accessory buildings, when 1) the addition or new accessory building is greater than 25% of the existing principal building; 2) the addition or new accessory building exceeds 1,000 square feet in gross floor area; 3) curb cuts are required; or 4) when such new construction reduces existing parking or significantly modifies existing on-site circulation (this does not include single or two-family dwellings).

Canopies: Canopies constructed over existing walkways, loading docks, or pump islands, where such new construction reduces existing parking or significantly modifies existing on-site circulation.

X Tax Exemption: Person, association, corporation, religious institution, charity or foundation that has been designated by any governmental entity as exempt from payment of any tax levied by the city seeking to purchase or occupy real property in University City per Municipal Code '5.04.210.

Olive Boulevard Design Guideline Review.

Amendment: Amendment to any of the above.

X Other (specify): Existing Church is a previously approved permitted use in the existing building. This is simply a one bay expansion of their facility.

The undersigned hereby makes application for a Site Plan Review and requests the authorization of the City Council to proceed with the activities described in this application.

11-30-2021

Date

Applicant's Signature and Title

FOR OFFICE USE ONLY

Date: Application first received of

Application fee in the amount of \$ Receipt #

November 16, 2021

Mr. John Wagner
Zoning Administrator
University City Planning Department
6801 Delmar Blvd,
University City, MO 63130

Re: Letter Of Permission
7804 Olive Boulevard
Locator 17K611000

To the Department of Planning,

This letter is written granting permission for All Nations Church to seek planning and permit approval for the expansion of their existing facility at 7860 Olive Boulevard.

Sincerely,

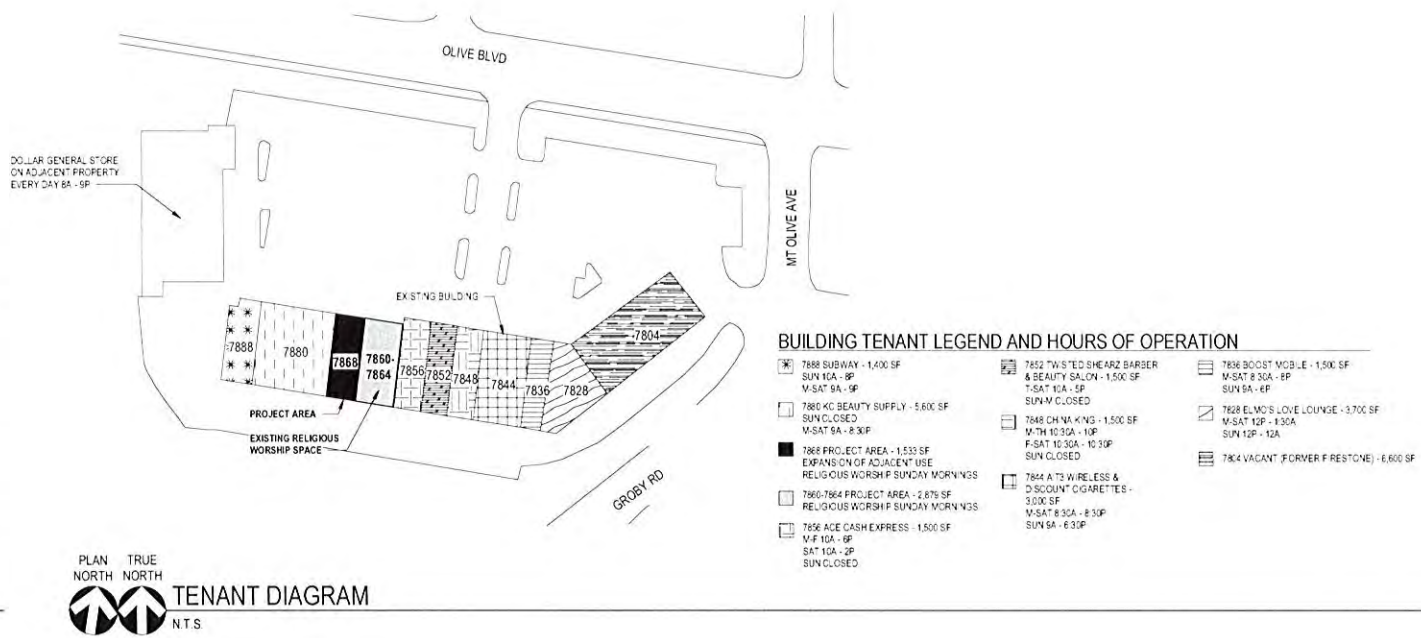
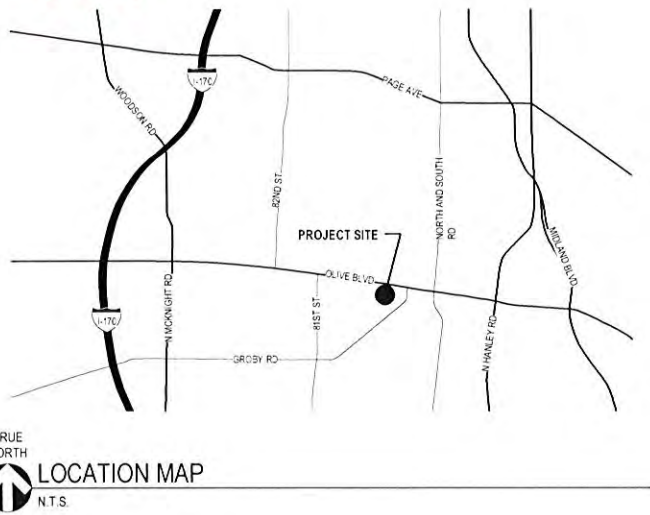


Chai-Pei Lu
Clayton Building Partnership
1218 White Road
Chesterfield, MO 63017

TENANT FITOUT

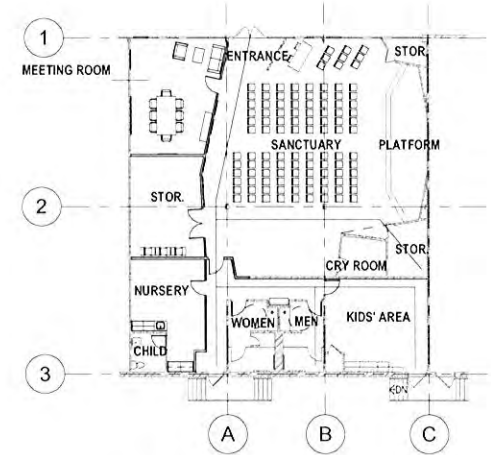
ALL NATIONS CHURCH
7860-7868 OLIVE BLVD.
UNIVERSITY CITY, MO

ISSUE FOR: ~~PERMIT~~ ^{SITE PLAN REVIEW}
~~?????~~, 2021
^{DEC.}



SHEET INDEX - SITE PLAN REVIEW

G-100
ARCHITECTURAL
A100 SITE PLAN



PROPERTY INFORMATION

PROPERTY ADDRESS: 7860 OLIVE BLVD
TENANT ADDRESS: 7860-7868 OLIVE BLVD
SUBDIVISION NAME: WESTOVER CENTER LOT 2 RESUB
4.65 TOTAL ACRES
PROPOSED TENANT USE: RELIGIOUS WORSHIP (ASSEMBLY A-3)
ZONED: GC - GENERAL COMMERCIAL DISTRICT
OWNER: CLAYTON BUILDING PARTNERSHIP
1281 WHITE RD
CHESTERFIELD, MO 63017
SIGNAGE TO BE PERMITTED UNDER SEPARATE SIGNAGE PERMIT



Envision. Enhance. Evolve.
1121 Olive Executive Parkway, Suite 100
Olive, MO 63132
p (314) 533-2200
f (314) 533-2203
www.etegra.com

Engin, Inc.
Missouri State Certificate of Authority #2013041954

PRELIMINARY - NOT FOR CONSTRUCTION

Stacy Lynn H. Berg - Architect
MCA A-4167

Professional Engineer
MCA E-22819

ALL NATIONS CHURCH
TENANT FITOUT
7860-7868 OLIVE BLVD.
UNIVERSITY CITY, MO

ISSUE FOR PERMIT
?????, 2021

DESCRIPTION	DATE

COVER SHEET
G100
ETEGRA PROJECT #10028 002

PARKING CALCULATIONS

Ⓢ SYMBOL INDICATES NUMBER OF EXISTING PARKING SPACES PER ROW

MAIN WORSHIP SPACE, 115 SEATS
PLACES OF WORSHIP, 1 PARKING SPACE PER 35 SEATS = 33 PARKING SPACES

MULTI-TENANT REDUCTION, 20% = REDUCE BY 5 SPACES
PEAK HOURS REDUCTION, 10% = REDUCE BY 3 SPACES
TRANSIT STOP REDUCTION, 10% = REDUCE BY 3 SPACES

TOTAL SPACES REQUIRED: 22 SPACES
TOTAL EXISTING PARKING PROVIDED: 206 SPACES



TRUE NORTH
 1 SITE PLAN
 SCALE: 1" = 30'-0"



etegra
 Envision. Enhance. Evolve.
 1121 Olive Executive Parkway, Suite 100
 Olive, MO 63132
 p (314) 533-2200
 f (314) 533-2260
 www.etegra.com
 Etogra, Inc.
 Missouri State Certificate of Authority #2013041594

ALL NATIONS CHURCH
 TENANT FITOUT
 7860-7868 OLIVE BLVD.
 UNIVERSITY CITY, MO

ISSUE FOR PERMIT
 ?????. 2021

DESCRIPTION	DATE

SITE PLAN
A-100
 ETEGRA PROJECT 510006 002



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

NUMBER: <i>For City Clerk Use</i>	CM20220110-04
--------------------------------------	---------------

SUBJECT/TITLE: Creative Entourage Agency, LLC Contract For Public Opinion and Informational Communications			
REQUESTED BY: Gregory Rose		DEPARTMENT / WARD: City Manager's Office	
AGENDA SECTION:		CAN ITEM BE RESCHEDULED?	
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: The City Manager recommends approval of the Master Service Agreement and the companion Statement of Work.			
FISCAL IMPACT: I am requesting \$45,000 for the project. The estimated cost of the service agreement is \$41,000, however this does not include out of pocket expenses.			
AMOUNT:	\$45,000	ACCOUNT No.:	
FROM FUND:	General Fund Reserves	TO FUND:	
EXPLANATION: If approved, the Communications - Professional Services line item will be increased by \$45,000 to reflect the allocation of funds to cover project costs. Revenues will be taken from General Fund reserves to cover the expense.			
STAFF COMMENTS AND BACKGROUND INFORMATION: If approved, Creative Entourage will assist staff with informing our residents on the upcoming 1/4 cent Fire Sales Tax question. This will be accomplished by surveying residents to determine questions about the tax; and responding to the questions and communicating the facts about the tax via community outreach, brochures, and a video.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: Proposed Master Service Agreement and companion Statement of Work			
LIST CITY COUNCIL GOALS (5): Public Safety; Prudent Fiscal Management; Economic Development; and Our Employees.			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	January 10, 2022



MASTER SERVICE AGREEMENT

This **MASTER SERVICE AGREEMENT** (the "Agreement") is made and entered into this per the signed statement of work agreement date (the "Effective Date") by and between Creative Entourage Agency, LLC, a Missouri limited liability company ("Creative Entourage"), and the client listed on the statement of work agreement (each a "Party").

RECITALS

Whereas, Client desires to purchase from Creative Entourage and Creative Entourage desires to provide to Client, from time to time, the Services as further defined herein, subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

Now Therefore, for the mutual consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. SERVICES AND DELIVERABLES

1.1 Purchase of Services and Deliverables.

Subject to the terms and conditions set forth in the Agreement, Client agrees to purchase and Creative Entourage agrees to perform the services ("Services") and provide the Deliverables (defined in Section 5.1), which are detailed in the Statement of Work attached to this Agreement, the terms of which are incorporated herein, subsequent Statements of Work or Amended Statements of Work (collectively called "Statements of Work") to be attached in the future. Each Statement of Work is subject to the terms and conditions of this Agreement. The Client may request additional Services from Creative Entourage and all such requests are subject to acceptance by Creative Entourage. Subsequent Statements of Work or Amended Statements of Work, upon execution, shall be subject to the terms and conditions of this Agreement. In the case of any conflicts between the terms of this Agreement and a Statement of Work, the terms of the Statement of Work shall prevail over the Agreement for that specific Statement of Work only. The nature of the Services to be provided by Creative Entourage in a Statement of Work will vary based on Client's requirements and the scope of the Statement of Work.

1.2 Acceptance.

Unless the Statement of Work sets forth an acceptance testing or period, the acceptance period shall be 10 business days for all Deliverables. Upon the expiration of these acceptance periods, the Deliverables will be deemed accepted, unless Creative Entourage has received in writing from Client a reasonable, detailed basis for the rejection of the Deliverable. Notwithstanding any other provision to the contrary herein or in any Statement of Work, to the extent that Client launches a Deliverable, otherwise uses such Deliverable in productive use, or otherwise commercially exploits a Deliverable, or if Client does not reject a particular Deliverable in writing and does not specify a reasonable, detailed basis for such rejection within the applicable acceptance/testing period, as set forth in the applicable Statement of Work, such Deliverable shall be deemed accepted by Client for all purposes hereunder.

1.3 Invoice.

Unless otherwise provided in the Statement of Work, Creative Entourage will deliver an invoice to Client upon receiving a signed Statement of Work equal to fifty-percent (50%) of the total project fee and Client shall pay as provided for in Section 4.2.

MASTER SERVICE AGREEMENT



SECTION 2. DELIVERABLES PROCEDURES

2.1. Cooperation.

The parties acknowledge that cooperation and teamwork are essential for the success of each item of work as set forth in the Statement of Work. Client acknowledges and agrees that its cooperation and provision of the necessary resources are essential for the success of each Statement of Work and the lack thereof may result in increased costs and relieve Creative Entourage of its obligation to meet Scheduled Dates. Both parties agree to use mutually agreed upon processes to report the progress of each Statement of Work and to identify, track, and resolve project issues, and questions. Unless otherwise agreed to the contrary in a Statement of Work, such processes will be based upon Creative Entourage's standard methodologies and, as necessary, included in the Statement of Work. In order to accommodate the approval of Changes and other necessary communications, Client agrees to designate a representative ("**Client Representative**") with the authority to: (i) approve Changes and the cost of Changes; (ii) accept the Deliverables consistent with the applicable acceptance procedures; (iii) resolve Statement of Work related issues; and (iv) make all other decisions hereunder and otherwise communicate to Creative Entourage on behalf of Client.

2.2 Change.

Either party may propose changes to the Deliverables, Services and/or scope of the Statement of Work in by providing written notice of the proposed changes to the other party, ("**Change Order**"). Upon written acceptance of the Change Order by the Client Representative and Creative Entourage, this Agreement and the applicable Statement of Work shall be automatically amended by the approved Change Order ("**Amended Statement of Work**").

SECTION 3. APPROVALS

3.1 Approvals.

Creative Entourage will submit preliminary drafts and final drafts of any products for approval to Client before production. Client shall approve the final product. Once the final product is approved by Client, the Client then assumes the responsibility that the contents of the final product are correct and accurate as production begins. Client assumes the responsibility that the final contents are correct and accurate before producing for distribution. Production and/or use at any time for any purpose other than for Client's review constitutes full acceptance and approval by Client of materials described in the Statement of Work.

SECTION 4. COMPENSATION

4.1 Compensation.

Client agrees to pay Creative Entourage for the Services and Deliverables provided at the rates stated in the applicable Statement of Work for each Phase of the project and all Services and Deliverables ordered by Client, in accordance with the payment schedule included in the Statement of Work, subject to any increases pursuant to Section 2 (collectively "**Fees**"). Client shall be responsible for any additional costs and expenses which reasonably result from the work ordered, any Change Orders, or which result from design or marketing decisions made by Client. In addition to the Fees, Client shall reimburse Creative Entourage for Sales Tax (if any), Third Party Termination Costs (if any) and Termination Fees (if any) (collectively called "**Costs**") and for out-of-pocket expenses ("**Expenses**") incurred by Creative Entourage in performing its Services and creating the Deliverables under this Agreement. The term "Expenses" shall include but shall not be limited to, transportation, travel, lodging, per diem expenses, telephone,



MASTER SERVICE AGREEMENT

copier, courier and messenger charges, direct costs for hardware, software media production or research purchased or paid by Creative Entourage to vendors or third parties on Client's behalf. In the event of expenditures in excess of \$100.00, Creative Entourage may request that the Client pay for such expenses directly, and Client hereby agrees to do so. Creative Entourage agrees to provide Client for the appropriate documentation for such Expenses. As referenced above, in addition to Fees and Expenses, Client shall also pay to Creative Entourage sales, use, excise, value-added, or other taxes, if any, levied on the sale or transfer of Services or Deliverables provided hereunder (collectively "Sales Taxes"). Client shall indemnify Creative Entourage against any Sales Taxes that Client incurs with respect to this Agreement.

4.2 Payments.

Payments shall be due 30 days from the date of an invoice from Creative Entourage. Any payments not received in a timely manner shall be subject to an interest charge of 3% per month or the maximum interest permitted by applicable law, whichever is greater.

SECTION 5. INTELLECTUAL PROPERTY PROVISION

5.1 Definitions.

- (i) "**Deliverable(s)**" means all tangible and intangible works described in the Statement of Work that are developed, licensed, or acquired on behalf of Client and provided to Client by Creative Entourage under any Statement of Work.

- (ii) "**Creative Entourage Property**" means all copyrights, patents, trademarks, trade secrets and any other proprietary right, now known or hereinafter created in all know-how, concepts, designs, content, utilities, processes, methodologies, techniques, know-how, algorithms, specifications, source code, data procedures and modifications thereto, software and tools which are: (a) pre-existing works and works outside the scope of Services provided hereunder; (b) preliminary or interim versions of Deliverables that are not accepted by Client or that are not incorporated into final versions of Deliverables provided by Creative Entourage to Client and accepted by Client; (c) works of general applicability to the consulting, marketing and web-development industries; and (d) existing and future trademarks, service marks, trade names, trade dress, domain names and all other marketing material of Creative Entourage.

- (iii) "**Third Party Materials**" shall mean those agreements, with Client's authorization, that Creative Entourage may enter into with third parties for the purchase and/or use of Third Party Materials, including but not limited to artwork, photography, footage, talent, music, hardware and software. Creative Entourage shall use commercially reasonable efforts to obtain ownership in any materials, or to the extent ownership rights cannot be acquired or Creative Entourage is otherwise directed by the Client, shall obtain a license for Creative Entourage to use and modify these materials. In the event any Third Party Materials are incorporated into the Deliverables, Client shall have only those rights in such materials as is granted to Client in agreements with such subcontractors or third parties.



MASTER SERVICE AGREEMENT

5.2 Work for Hire.

Exclusive of and specifically not including all Third Party Materials and Creative Entourage Property incorporated in the Deliverables, upon full payment to Creative Entourage, the Deliverables shall be considered "**Work for Hire**", and any and all copyrights, trademarks, and legal protections in such materials shall be the exclusive property of Client; provided, however, that to the extent said Deliverables (exclusive of the Third Party Materials and Creative Entourage Property) are deemed not to be "Work for Hire", Creative Entourage hereby assigns all right, title and interest in and to the Deliverables. In all events, all right, title and interest, including copyrights, patents, trademarks, trade secrets and all other property rights in the Creative Entourage Property and any improvements thereto shall be that of Client.

5.3 Client Content.

Client grants to Creative Entourage a non-exclusive, nontransferable, fully paid-up, royalty-free, worldwide license during the term of this Agreement to use, reproduce, create derivative works from, translate, execute, display, upload, store, modify, distribute and perform the Client content and other materials provided by Client to Creative Entourage solely for purposes of completing the Phases of the work, provision of the Services, creation of the Deliverables set forth in the applicable Statement of Work.

SECTION 6. CONFIDENTIALITY

6.1 Definition.

The term "**Confidential Information**" shall mean any information disclosed, directly or indirectly, in writing, verbally, or by any other means, to a party to this Agreement (the "**Receiving Party**") by the other party to this Agreement (the "**Disclosing Party**"). Such Confidential Information includes, but is not limited to, business plans, proposals, processes, on-line login information, passwords, forecasts, ideas, pricing information and rate cards, concepts, methods, techniques, trade secrets, customer lists, models, projections, analyses, software, hardware or system designs, specifications, marketing information, financial information, documentation, architecture, structure and protocols and Paragraph 5.1(ii) (a), (b), (c), and (d). Each party acknowledges that the Confidential Information is unique and valuable and that disclosure in breach of this Agreement may result in irreparable injury to the other party for which monetary damages would not be an adequate remedy and as such the injured party shall be entitled to injunctive relief.

6.2 Exceptions.

Notwithstanding the foregoing Confidential Information shall not include any information which: (i) is in the public domain and is readily available at the time of disclosure or which thereafter enters the public domain and is readily available, through no improper action or inaction by the Receiving Party or any employee or independent contractor thereof; (ii) was in the possession of the Receiving Party or known by it prior to receipt from the Disclosing Party as shown by written records; (iii) was rightfully disclosed to the Receiving Party by a third party without restriction; (iv) is independently developed by the Receiving Party without access to such Confidential Information; (v) is disclosed with the Disclosing Party's prior written consent; or (vi) is required by judicial or administrative order or subpoena to be disclosed, provided that the Receiving Party gives the Disclosing Party prompt written notice of such order or subpoena in order to allow the Disclosing Party sufficient time to obtain a protective order.



MASTER SERVICE AGREEMENT

6.3 Protections.

The Receiving Party agrees: (i) to use the Confidential Information only in connection with this Agreement; (ii) to retain the Confidential Information in confidence; (iii) to take all necessary actions to protect such Confidential Information, including, without limitation all actions that the Receiving Party employs with respect to its own confidential materials of a similar nature; (iv) not to disclose, directly or indirectly, any Confidential Information, any evaluation of the Confidential Information, or any information derived therefrom to any third party; and (v) not to copy, reverse engineer, reverse compile, nor attempt to derive the composition or underlying information of any Confidential Information. Confidential Information shall only be disclosed to the Receiving Party's employees, independent contractors, and financial and legal advisors, and only to the extent such employees, independent contractors, and financial and legal advisors have a specific need to know of the Confidential Information for this Agreement. The Receiving Party will ensure that its employees and independent contractors who have access to the Confidential Information shall be under a written agreement, as a condition of employment or otherwise, that ensures the use, title and nondisclosure obligations of such Confidential Information as set forth herein.

6.4 Title.

The Disclosing Party shall at all times retain title to, ownership of and all rights and control over the Confidential Information. Except as provided herein, no right or license to the Confidential Information is granted under this Agreement. The Receiving Party shall upon the written request of the Disclosing Party promptly return or destroy all Confidential Information to the Disclosing Party.

SECTION 7. REPRESENTATIONS AND WARRANTIES OF Creative Entourage

7.1 Representations.

Creative Entourage represents that: (i) it has the right to enter into this Agreement, grant the rights granted hereunder and it has no conflicts which would prevent it from performing its Services hereunder; (ii) it will perform the Services in a workmanlike manner and in accordance with current standards of the marketing services industry; (iii) unless otherwise provided hereunder, it is the owner or licensee of all the rights necessary and appropriate to provide the Deliverables in accordance with this Agreement; and (iv) to the best of its knowledge and belief, there are no claims, disputes, suits or controversies challenging Creative Entourage's ownership or right to use the Deliverables provided to Client under a Statement of Work.

7.2 Disclaimer.

Creative Entourage HEREBY DISCLAIMS AND CLIENT HEREBY WAIVES ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE SERVICES AND DELIVERABLES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE BY CLIENT, AND/OR WARRANTIES AS TO THIRD PARTY PRODUCTS OR SERVICES.

SECTION 8. REPRESENTATIONS AND WARRANTIES OF CLIENT

8.1 Client warrants and represents that: (i) it has the right to enter into this Agreement, grant the rights hereunder and it has no conflicts that would prevent it from performing hereunder; (ii) the individual signing this Agreement (and each Statement of Work) on behalf of Client has (and shall have) the full authority to legally bind Client; (iii) it is the owner or licensee of all rights necessary and appropriate to use any content, materials, equipment, software, data,

MASTER SERVICE AGREEMENT

logos, patents, trademarks, copyrights and any other material provided by Client or its agents to Creative Entourage and has the right to use the same in accordance with this Agreement; and (iv) there are no other documents required for Client to execute in order for it to fulfill its obligations under this Agreement.

SECTION 9. INDEMNIFICATION

9.1 Client.

Client agrees to defend, indemnify and hold Creative Entourage, its officers, directors, employees and agents harmless from and against any claims, alleged claims, demands, losses, damages, liabilities, expenses (including without limitation court costs and reasonable attorneys' fees), judgments, actions, causes of action, royalty payments, made or brought against or incurred by Creative Entourage in connection with or related to any and all material furnished to Creative Entourage by Client or its agents in connection with this Agreement, including without limitation, any claim that any such material infringes upon or violates any patent, copyright, trademark, trade secret, rights of publicity or privacy, moral rights or any other proprietary right of any person or third party or any claim that any of the materials furnished to Creative Entourage by Client or its agents are defamatory or otherwise tortious.

9.2 Notice.

The party providing indemnification will do so to the extent that: (i) the other party provides prompt written notice of any claims or actions for which it claims indemnification; (ii) the other party provides the party providing indemnification with reasonable assistance and cooperation in the defense of such claim or action; and (iii) the party providing indemnification will have sole control over the defense and settlement of any such claim or action in accordance with the terms of this Section 9.

SECTION 10. LIMITATION OF LIABILITY

10.1 NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, ANY STATEMENT OF WORK OR OTHER DOCUMENT TO THE CONTRARY: (i) IN NO EVENT SHALL CREATIVE ENTOURAGE BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN TORT OR CONTRACT, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF IT HAS KNOWLEDGE OF THE RISK OF SUCH DAMAGES; (ii) IN NO EVENT SHALL CREATIVE ENTOURAGE BE LIABLE CONCERNING PERFORMANCE OR NONPERFORMANCE BY CREATIVE ENTOURAGE, SATISFACTION OF ANY OBLIGATION OR IN ANY WAY RELATED TO THIS AGREEMENT IN EXCESS OF THE SUMS PAID TO CREATIVE ENTOURAGE BY CLIENT UNDER THE APPLICABLE STATEMENT OF WORK; OR (iii) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST Creative Entourage MORE THAN ONE YEAR AFTER ANY CAUSE OF ACTION AROSE.

10.2 Modification.

Creative Entourage shall not be responsible for any damages which relate in any way to Deliverables which have been changed or modified in any manner by Client or any third party.

SECTION 11. CLIENT TRADEMARKS/PROPRIETARY NOTICES

11.1 Nothing contained in this Agreement shall be construed as conferring any right to use or refer to in advertising, publicity, promotion, marketing or other activities, any name, trademark, logo, trade name or service mark, or any other designation of either party or any of its affiliated entities; provided that Client hereby agrees that Creative Entourage: (i) may use Client's logo, trademarks, trade names or service marks ("**Client's Marks**") as necessary to provide its services hereunder; (ii) may list Client and the Services in Creative Entourage's published client list; (iii)



MASTER SERVICE AGREEMENT

may use Client's Marks or reference the Services provided hereunder in Creative Entourage's sales, marketing and investor relations presentations and materials, including but not limited to case studies; (iv) may issue a press release upon execution of this Agreement announcing the Services to be provided under any Statement of Work; and (v) may enter the finished work product, in its entirety or any portion thereof, in award competitions. Client also agrees to act as a reference for Creative Entourage to prospective Creative Entourage clients upon request.

SECTION 12. TERM; TERMINATION

12.1 Term.

The term ("**Term**") of this Agreement shall commence as of the Effective Date of this Agreement until terminated consistent with the provisions set forth below.

12.2 Termination - Cure.

This Agreement may be terminated by either party at any time for failure to perform by the other party or for any uncured breach of any material term by the other party by providing written notice to the breaching party ("**Defaulting Party**") and specifying that period in which the Defaulting Party may cure its performance or correct its breach, which shall be a minimum of 30 days. If such a notice is received and the Defaulting Party does not cure within the specified cure period, this Agreement shall terminate on the last day of the cure period. Client shall immediately pay Creative Entourage for all work performed under all Statements of Work prior to the date of termination at its standard hourly rates or percentage of project completion consistent with the terms of the applicable Statement of Work. In addition, Client agrees to assume Creative Entourage's liability for all authorized commitments to Third Party Materials, to reimburse Creative Entourage for all expenses incurred, to pay Creative Entourage for any related service charges and to indemnify Creative Entourage for all claims and actions by third parties related to Client's unauthorized use of the Third Party Materials ("**Third Party Termination Costs**").

12.3 Creative Entourage.

Notwithstanding Sections 12.1 and 12.2, Creative Entourage may terminate this Agreement immediately if: (i) Client does not pay any amounts due on a timely basis as specified herein; (ii) Client infringes Creative Entourage's rights in the Creative Entourage Property or the Deliverable; or (iii) if Client does not reasonably cooperate or communicate with Creative Entourage in the performance of any phase of work as set forth in the Statement of Work within 5 business days after receiving a request for information or cooperation from Creative Entourage. In the event of such termination, Creative Entourage shall be compensated for all work performed up to the date of termination at its standard hourly rates consistent with the applicable Statement of Work, any Expenses, Termination Fee and any Third Party Termination Costs, in addition to any other rights and remedies available to Creative Entourage.

12.4 Termination - Notice.

Either party may terminate this Agreement at any time by providing the other party with 90 days written notice of its intent to terminate the agreement. In the event that either party provides such written notice the agreement shall terminate 90 days from the date such notice, the "Termination Date". Such termination shall have the effect of terminating all then-existing Statements of Work on the Termination Date. In the event of such termination, Client shall pay Creative Entourage for all work performed up to the date of such termination at its standard hourly rates or percentage of project completion consistent with each then-existing Statement of Work, any Expenses, any Third Party Termination Costs for each Statement of Work, as applicable, and the Termination Fee set forth below. Provided, however, in the event that Client provides notice of termination for convenience purposes and not due to a breach by



MASTER SERVICE AGREEMENT

Creative Entourage, Creative Entourage shall suffer unanticipated costs such as the re-assignment of personnel, the opportunity costs associated with foregone competing projects and other discontinuation costs, the total of which cannot easily be computed, and accordingly, a fee for such termination shall be paid by Client to Creative Entourage ("**Termination Fee**") as liquidated damages. This fee is not a penalty and shall be due and payable on the termination date to compensate Creative Entourage for such costs. The Termination Fee shall be a fee equal to twenty percent (20%) of the total unpaid Fee, Costs and Expenses remaining under all then-existing outstanding Statements of Work.

12.5 Cooperation.

Upon payment of all consideration due under this Agreement and after the effective termination date Creative Entourage will provide to Client the Deliverables as of the termination date. Creative Entourage shall cooperate and assist Client, at Client's expense, in an orderly transition in the event of termination (other than for breach by Client) of this Agreement. Upon completion of such transition, Creative Entourage shall be duly released from the obligations under this Agreement. The Parties recognize and agree that their obligations in Sections 4, 5 6, 8, 9, 10, 15.5, and 15.6 survive the termination or expiration of this Agreement.

SECTION 13. RELATIONSHIP

13.1 The relationship of the parties to this Agreement is that of independent contractors and no other formal legal relationship is intended. Creative Entourage agrees that it shall not be entitled to any employee benefits offered by the Client to its employees and agrees not to claim entitlement thereto. Nothing in this Agreement shall be deemed to create any partnership, principal/agent, master/servant, or joint venture relationship between the parties. Neither party is granted any authority to bind the other, create obligations of the other, or otherwise act as the representative of the other. Creative Entourage shall provide the Services under this Agreement on a nonexclusive basis. Provided that Creative Entourage complies with its confidentiality obligations hereunder, nothing in this Agreement shall be deemed to prohibit or limit Creative Entourage's right to use, develop or market existing or future technology or concepts, or to provide similar services to other clients, or to use the skills and expertise acquired in the performance of Statements of Work under this Agreement in any current or subsequent endeavors.

SECTION 14. NON-SOLICITATION

14.1 Client recognizes that Creative Entourage's employees and subcontractors constitute a valuable asset of Creative Entourage. Accordingly, during this Agreement and for twelve (12) months after termination of this Agreement or Statement of Work, whichever period is later, Client will not, directly or indirectly, employ, hire away or contract with Creative Entourage's employees or subcontractors.

Section 15. OPERATING PROVISIONS

15.1 Force Majeure.

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control. If any such an event of force majeure occurs and such event continues for ninety (90) days or more, the party delayed or unable to perform shall give immediate notice to the other party, and the party affected by the other's delay or inability to perform may elect at its sole discretion to: (a) terminate this Agreement or the affected order solely upon mutual agreement of the parties; (b) suspend such order for the duration of the condition and obtain or sell elsewhere the Deliverables comparable to the Deliverables to have been obtained under the order; or (c) resume performance of such order once



MASTER SERVICE AGREEMENT

the condition ceases with the option of the affected party to extend the period of this Agreement up to the length of time the condition endured; (d) unless written notice is given within thirty (30) days after the affected party is notified of the condition, option (c) shall be deemed selected.

15.2 Notice.

All notices required to be given under this Agreement shall be in writing and shall be deemed to have been given: (a) on the date given, if delivered, by hand; (b) on the following business day, if sent by facsimile transmission or by prepaid overnight courier service with delivery confirmation; (c) 3 days after deposit in the mail, postage prepaid, return receipt requested; or (d) if sent by e-mail, on the date delivered, unless the date of delivery is not a business day or that communication is delivered after 5:00PM CST on a business day, in which case, that communication will be deemed delivered and effective on the first following day that is a business day. In each case the address information for notice shall be as follows:

If to Client:

Physical address or E-Mail address set forth below the signature line.

If to Creative Entourage:

Creative Entourage Agency, LLC
7777 Bonhomme Ave., Suite 1800
Clayton, MO 63105
Attention: Jennifer Rolwes Volk
jennifer@Creative-Entourage.com

or to such other address as either party may specify in writing.

15.3 Severability.

Each part of this Agreement is intended to stand alone. If any part of this Agreement is waived or held invalid, or unenforceable, it is the intent that the remainder of the Agreement remains valid and enforceable and shall be enforced to the fullest extent as if such part had not been included.

15.4 Waiver.

Any waiver, amendment or modification of any of the provisions of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

15.5 Venue and Waiver of Jury Trial.

The validity, construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Missouri except as to its principals of conflicts of laws and the parties hereto irrevocably submit to the jurisdiction and venue of St. Louis County, Missouri to resolve any disputes arising hereunder or related hereto. **THE PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY CLAIM, ACTION, PROCEEDING, OR COUNTERCLAIM BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.**

MASTER SERVICE AGREEMENT

15.6 Prevailing Party.

In the event either party hereto brings a legal proceeding to enforce or to obtain a declaration of its rights under this Agreement, the prevailing party or parties in such legal proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding from the non-prevailing party or parties.

15.7 Exclusive Remedies.

Client's remedies in this Agreement are exclusive.

15.8 Entire Agreement.

This Agreement, together with all signed Statements of Work, Amended Statements of Work and Addenda, if applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. Any and all prior arrangements, representations, promises, understandings and conditions in connection with said matter, whether written or oral, and any representations, promises or conditions not expressly incorporated herein or expressly made a part hereof shall not be binding upon any party.

15.9 Counterparts.

This Agreement may be executed in any number of counterparts, each of which together shall constitute one and the same instrument.

15.10 Transfer.

Neither party may assign or transfer any of its rights or obligations under this Agreement to any other entity without the other party's prior written consent, and any such purported assignment or transfer shall be null and void.



MASTER SERVICE AGREEMENT

ACCEPTED AND AGREED:

Client

Creative Entourage Agency, LLC

(Authorized signature)

(Authorized signature)

By: _____

By: *Jennifer Rolwes Volk*

Printed name _____

Printed name: Jennifer Rolwes Volk

Title _____

Title: Member of Creative Entourage Agency, LLC

NOTICE ADDRESS FOR CLIENT:

Printed name _____

Title _____

E-mail address: _____



CITY OF UNIVERSITY CITY PUBLIC OPINION RESEARCH AND INFORMATIONAL COMMUNICATIONS

CLIENT CONTACT

Gregory Rose
City Manager
City of University City
314-505-8534
grose@ucitymo.org

CREATIVE ENTOURAGE CONTACT

Jennifer Rolwes Volk
Principal, Communications & Public Relations
314.608.8424
jennifer@creative-entourage.com

DATE SUBMITTED

Dec. 16, 2021

PROJECT:

2022 City Of University City Informational Referendum Communications Planning

RE:

Statement of Work, which is hereby incorporated in the Master Services Agreement as if fully set forth thereunder, executed by and between Creative Entourage Agency, LLC and Client.

This statement of work outlines the deliverables which Creative Entourage is prepared to contribute to this initiative and estimated costs.

1. SCOPE OF WORK TO BE PERFORMED/PROJECT SUMMARY:

ELECTRONIC SURVEY

- **Questionnaire Development**
 - Meetings with City representatives to obtain a comprehensive understanding of the informational needs to be addressed by this survey.
 - Review of other relevant information provided by the City.
 - Moderation of up to four input sessions with different City audiences to gather information for the questionnaire. The City will be responsible for recruiting attendees for these sessions which will be held via Zoom.
 - Development of a questionnaire with no more than 50 questions.
 - Purchase of available phone numbers (both land and cell) and email addresses for residents on the University City registered voter list to assist in increasing survey participation.

- **Survey Promotion**
 - Development of written content to promote survey participation through existing City communications channels including website and email copy.
 - Development and deployment of a text message to registered voters with an available cell phone number.
 - Writing and design of one direct mail piece promoting participation in the survey.
 - *The out-of-pocket costs of printing, mail handling and postage will be an out-of-pocket expense.*
 - Development of design elements for social media posts, website pages and printed materials.

- **Fieldwork**
 - Hosting of the electronic survey available to all City residents. In addition to the promotion tactics listed above, the City will be responsible for inviting respondents (mail, email, text messaging etc.) to complete the survey.
 - Fieldwork will take approximately two weeks. CE will monitor response rates to determine if more work needs to be done to publicize the availability of the survey.

- **Survey Results and Analysis**
 - Survey result analysis will be provided as a bound, hard copy and in electronic format. Results from the electronic survey will be statistically weighted to reflect City demographics. This analysis will include:
 - Overview of data
 - Executive summary.
 - Complete frequencies (in tabular and graphic forms).
 - Cross Tabulations (by demographic category).
 - Questionnaire.
 - In-person presentations of survey results to audiences of the City's choosing.



INFORMATIONAL COMMUNICATIONS ASSISTANCE

- **Written Content & Support**
 - Theme and Message
 - Development of a written theme and message to serve as the basis for all communications. This information will be based on the plan provided by the City.
 - Frequently Asked Questions
 - Creation of a frequently asked questions document to be posted on the website and used by employees as needed.
 - Talking Points
 - Development of talking points to be used by City officials and employees when speaking about the proposal.
 - Professional Services
 - Informational communications support and guidance throughout the effort.

- **Community Engagement/Outreach Activity**
 - Assistance in developing up to two virtual or in-person community engagement activities.
 - Writing, graphic design and production of up to three different display boards to provide information about the proposal. These can be placed in high-traffic City facilities.
 - *Printing will be invoiced as an out-of-pocket expense.*

- **Five Facts Brochure**
 - Productions of a Five Facts informational brochure to be mailed to all residents.
 - Development and implementation of digital advertising that is integrated with the brochure to include accompanying Google, Facebook and Instagram advertising and content development.
 - *Advertising, printing, mail processing, postage and data list if needed will be out-of-pocket expenses.*

- **Informational Slide Deck (Powerpoint)**
 - Development of an informational presentation to be used by employees to share information about the proposal with the community.

- **Informational Postcards**
 - Writing, graphic design and production of two informational postcards.
 - *Printing, mail processing and postage will be out-of-pocket expenses.*

- **Informational Emails and Text Messages**
 - Development of copy and graphics for up to four emails and text messages.

- **Social media posts and advertisements**
 - Development of copy and graphics for up to ten social media posts/ads.
 - Assistance with monitoring and responding to social media conversations about the proposal.

- **Station Banners**
 - Development and production of a 4 x 8 foot banner to place outside city facilities to encourage residents to learn more about the proposal. *If desired.*

VIDEO PRODUCTION

- Development of a 90-second and a 30-second informational video to inform the community about the proposal. This includes:
 - Pre-production meetings
 - Script development
 - On-site interviews
 - Editing and graphics

2. DESCRIPTION OF DELIVERABLES:

Electronic Survey

- Moderation of up to four virtual focus groups
- Survey questionnaire with no more than 60 questions
- Available phone numbers and emails of registered voters in the District
- Internet survey programming and hosting
- Written and graphic content to promote survey participation
- One text message to available cell phone numbers of registered voters
- Digital PDF file and one printed copy of a final report and analysis of results including:
 - Overview of data
 - Executive summary
 - Complete frequencies (in tabular and graphic forms)
 - Cross Tabulations (by demographic category)
 - Survey instrument

Informational Communications

- Written theme and message, FAQ and talking points.
- Digital files for a graphic identity for the informational effort.
- Informational slide deck in Powerpoint or Google Slides.

- Print-ready artwork and print management for:
 - Five Facts brochure.
 - Up to three different display boards.
 - Two postcard-sized mailers.
 - Station banner.
- Text and graphics for up to ten social media posts.
- Text and graphics for up to four emails and text messages.
- Professional communications and design services throughout the project.
- *Printing, mail processing, postage and digital advertising will be out of pocket expenses*

Video Production

- One 30-second informational video about the proposal
- One 90-second informational video about the proposal

.3. ESTIMATED COST OF THE WORK TO BE PERFORMED ("FEES"), COSTS AND PAYMENT TERMS:

Strategy, Writing and Design	Investment
Electronic Survey and Informational Communications Assistance	\$34,000
Video Production	\$7,000

Adjustments to the outlined recommendations may result in modifications to the budget.

Payment Schedule:

- **50% of total due upon signing of contract: \$20,500**
- **25% of total due March 1, 2022: \$10,250**
- **Remaining balance due April 4, 2022: \$10,250**

If the scope of work exceeds the budget above, the client will be billed at the hourly rate for Creative Entourage services. Our blended rate is \$150/hour. Creative Entourage will make the client aware if the team is approaching the end of the budget, and will not incur any additional time or expense without prior approval from the client.

In addition to the Fees, Client shall reimburse Creative Entourage for Sales Tax (if any), Third Party Termination Costs (if any), and Termination Fees (if any) (collectively called "Costs") and for out-of-pocket expenses ("Expenses") incurred by Creative Entourage in performing its Services and creating the Deliverables under this Agreement. The term "Expenses" shall include but shall not be limited to, printing, postage, advertising, copier, courier and messenger charges, direct costs for hardware, software media production purchased or paid by Creative Entourage to vendors or third parties on Client's behalf. In the event of large expenditures, Creative Entourage may request that the Client pays for such expenses directly, and Client hereby agrees to do so. Creative Entourage agrees to provide Client the appropriate documentation for such Expenses.

5. ASSUMPTIONS

- The client will provide all digital assets, including access to the Facebook page and Instagram account if needed, photography, and branding elements needed for the creation of printed materials, social media posts and ads.
- No additional services will be provided outside of what is outlined without a change order.
- The cost and timeline estimate of the effort contained within this proposal is an estimate of Creative Entourage's contribution to the effort and can vary depending on the timeliness of decisions and information provided.
- Creative Entourage cannot be held accountable for project delays and/or cost overruns due to delays in responses by the client beyond agreed upon written deadlines, resources outside of its direct control, or changes in project scope.
- Creative Entourage will notify the client of any delays that will impact the project timeline and will create a change order to identify the impact to the timeline and cost.
- Development and project management is to occur at the offices of Creative Entourage, or the offices of a Creative Entourage project team.
- Cost estimates do not include out-of-pocket expenses such as advertising, printing or media purchases unless expressed in the scope of services.



6. EXECUTION OF OUR MASTER SERVICES AGREEMENT.

In the event you are a new Client, you will be required to execute the attached Master Services Agreement before we will begin work under this Statement of Work.

ACCEPTED AND AGREED:

Client (Authorized signature):

Printed Name: _____

Title: _____ Date: _____

CREATIVE ENTOURAGE AGENCY, LLC

A handwritten signature in black ink that reads 'Jennifer Polius Volk'.

(Authorized signature)

Jennifer Volk, Owner

Date: Dec. 16, 2021

