



MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
VIA VIDEOCONFERENCE
Monday, September 12, 2022
6:30 p.m.

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

City Council will Meet Electronically on September 12, 2022

Due to the ongoing efforts to limit the spread of the COVID-19 virus, the September 12, 2022 meeting will be conducted via videoconference.

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

Webinar via the link below:

<https://us02web.zoom.us/j/86280816680?pwd=SWs3VFZQdEoxK2pqdXFZTzNNbzFHQT09>

Passcode: 985312

Live Stream via YouTube:

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

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Webinar ID: 862 8081 6680

International numbers available: <https://us02web.zoom.us/j/kcJd3GYJzP>

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 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 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
CITY OF UNIVERSITY CITY
VIA VIDEOCONFERENCE
Monday, September 12, 2022
6:30 p.m.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS

1. Commission on Stormwater Recognition
2. Redbird Rookies Day in University City

E. APPROVAL OF MINUTES

1. July 11, 2022 – Study Session Minutes (Trinity/Annex Update)
2. August 8, 2022 – Study Session Minutes (Active Shooter and Proposed Bike Path)
3. August 8, 2022 – Regular Meeting Minutes
4. August 22, 2022 – Special Session Minutes

F. APPOINTMENTS to BOARDS AND COMMISSIONS

none

G. SWEARING IN TO BOARDS AND COMMISSIONS

1. Helen Fuller was sworn-in to the Historic Preservation Commission on August 22nd in the Clerk's office.

H. 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.*

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I. PUBLIC HEARINGS

1. Parking Text Amendment

J. CONSENT AGENDA

1. Ratification – Flood Emergency Expenses
2. State of Missouri, Application for Federal/State Public Assistance – Ratifying Mayor's signature
3. Heman Park Pool Pump Replacement
4. Golf Course - Fairway Mower Purchase

K. CITY MANAGER'S REPORT (vote required)

1. Historic Flood Recovery Efforts Update

L. UNFINISHED BUSINESS

1. **Bill 9472** – AN ORDINANCE AMENDING SECTION 400.2140 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, RELATING TO THE SCHEDULE OF OFF-STREET PARKING SPACE REQUIREMENTS, BY ESTABLISHING A MINIMUM PARKING REQUIREMENT FOR RETAIL STORES WITH MORE THAN 45,000 SQUARE-FEET OF COMBINED SPACE.
2. **Bill 9475** - AN ORDINANCE APPROVING THREE FINAL RIGHT-OF-WAY DEDICATION PLATS FOR LAND ALONG MCKNIGHT PLACE, SOUTH OF DELMAR BOULEVARD.

M. NEW BUSINESS

Resolutions (vote required)

None

Bills (Introduction and 1st reading - no vote required)

1. **Bill 9479** – AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF ELMORE COURT.
2. **Bill 9480** – AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF ORCHARD COURT.
3. **Bill 9481** – AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF RICHARD COURT.
4. **Bill 9482** – AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS “MARKET AT OLIVE PLAT 4.”
5. **Bill 9483** – AN ORDINANCE APPROVING A FINAL PLAT FOR A MINOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS “ADJUSTED LOT 7” IN MARKET AT OLIVE PLAT 3R.
6. **Bill 9484** – AN ORDINANCE APPROVING ONE A-OF-WAY DEDICATION PLAT FOR A PORTION OF TRINITY AVENUE, NORTH OF DELMAR BOULEVARD, ADJACENT TO THE CITY HALL CIVIC COMPLEX.
7. **Bill 9485** – AN ORDINANCE AUTHORIZING THE CITY OF UNIVERSITY CITY, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (DELMAR BOULEVARD REDEVELOPMENT AREA PROJECT), SERIES 2022, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$90,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.
8. **Bill 9486** – AN ORDINANCE DESIGNATING A CERTAIN TRACT OF LAND IN THE CITY OF UNIVERSITY CITY AS A BLIGHTED AREA; APPROVING THE DEVELOPMENT PLAN FOR THE DELMAR BOULEVARD REDEVELOPMENT AREA; APPROVING A DEVELOPMENT AND PERFORMANCE AGREEMENT IN CONNECTION WITH THE DEVELOPMENT PLAN; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

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. COUNCIL COMMENTS

P. 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

Q. ADJOURNMENT

Posted 9th day of September 2022.

LaRette Reese

City Clerk, MRCC



**PROCLAMATION
OF THE
CITY OF UNIVERSITY CITY**

WHEREAS, intense storms in 2008, 2015, and 2017 caused significant property damage and, sadly, the loss of life of two University City residents: Willie Johnson and Louise Bryan, prompting the City Council of University City to re-examine stormwater systems with a renewed focus; and

WHEREAS, in 2017 the City Council assembled a task force of volunteers and later in 2020, the Commission on Stormwater Issues was established consisting of seven volunteers, including two Certified Floodplain Managers (CFM), who attacked the issues head on with enthusiasm, dedication, and empathy; and

WHEREAS, in 2019, the Commission on Stormwater Issues authored a report with recommendations to the Council for a course of action on the projects and polices needed to protect the community from stormwater harm and promote the public health, safety and welfare of its residents; and

WHEREAS, the city has made significant progress implementing the commission's recommendations including establishing a flood warning system, developing an ongoing communications and outreach program that educates the public on flood risk, creating a stormwater master plan, and participating in the US Army Corps of Engineers' Flood Mitigation Study; and

WHEREAS, on Thursday, May 19, 2022 the Association of State Floodplain Managers (ASFPM) awarded the 2022 James Lee Witt Local Award for Excellence in Floodplain Management to the City of University City, Missouri; and

WHEREAS, members of the Commission on Stormwater Issues are to be commended and recognized for their dedicated service and volunteerism to our community.

NOW, THEREFORE, The City Council of the City of University City, Missouri, do hereby recognize and applauded the members of the Commission on Stormwater Issues, the Public Works director and staff on receiving the distinguished 2022 James Lee Witt Local Award for Excellence in Floodplain Management.

WHEREOF, We have hereunto set our hands and caused the Seal of the City of University City to be affixed this 12th day of September in the year Two Thousand and Twenty-Two.

SEAL

Councilmember Aleta Klein

Councilmember Steve McMahon

Councilmember Jeff Hales

Councilmember Bwayne Smotherson

Councilmember Tim Cusick

Mayor Terry Crow

Councilmember Stacy Clay

ATTEST _____
City Clerk, LaRette Reese



**PROCLAMATION
OF THE
CITY OF UNIVERSITY CITY**

WHEREAS, the University City Department of Parks, Recreation & Forestry - Recreation Division has been the organizer and administrator of the University City Redbird Rookies program, sponsored through the Cardinals Care Foundation since 2015. A foundation that instructs boys & girls ages 5 - 13 years, on how to play baseball, and provides off-field events to create a safe, nurturing environment for the children and their families to play and learn together in an atmosphere that is respectful of diversity and individuality; and

WHEREAS, the University City Redbird Rookies program has capacity to serve 150 children with the vision of encouraging them to lead an active lifestyle with lots of physical activity to combat occurrences of childhood obesity, to participate in a team sports, learn accountability, and enjoy small accomplishments for themselves and their teammates through "Americas National Pastime – Baseball"; and

WHEREAS, the University City Department of Parks, Recreation & Forestry - Recreation Division through its implementation of the Redbird Rookies program stimulates a culture rooted in values of trust, respect, compassion, and fun, all of which promotes a safe place for children and families, and enhances childhood memories both on and off the field; and

WHEREAS, in 2022, the University City Redbird Rookies program participated in the Cardinals Care initiative to introduce a new generation of children to our national past-time by celebrating the 75th anniversary of the great Jackie Robinson and his introduction to Major League baseball, by providing our "youngluns" with a hat featuring the approved Major League Baseball logo representing pride and respect in celebration of the 75th anniversary of this "legend; and

WHEREAS, the City Council of University City honors and recognizes the City's participation in the Redbird Rookies program; a great institution the strengthens self-esteem, team building, and character building while supporting the University City community and beyond. We urge residents to involve the children in their lives to play in the yard, in one of many our parks, to throw a ball, hit a ball, catch a ball, and run like "nobody is watching".

NOW , THEREFORE, the City Council of University City in the State of Missouri, do hereby proclaim Friday, September 30, 2022 as:

"UNIVERSITY CITY REDBIRD ROOKIES DAY"

in the City of University City and urge all citizens to join us in congratulating the University City Parks & Recreation Division on its continued contribution to the athletic and social framework of the children and families within the University City community and extending best wishes and continued success for many more years to come.

WHEREOF, We have hereunto set our hands and caused the Seal of the City of University City to be affixed this 12th day of September in the year Two Thousand and Twenty-Two.

SEAL

Councilmember Aleta Klein

Councilmember Steve McMahon

Councilmember Jeff Hales

Councilmember Bwayne Smotherson

Councilmember Tim Cusick

Mayor Terry Crow

Councilmember Stacy Clay

ATTEST _____
City Clerk, LaRette Reese

STUDY SESSION
Fence Options for Annex /Trinity Renovations
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Monday, July 11, 2022
5:30 p.m.

AGENDA

1. MEETING CALLED TO ORDER

At the Study Session of the City Council of University City held on Monday, July 11, 2022, in the absence of Mayor Terry Crow, Mayor Pro Tem Bwayne Smotherson called the meeting to order at 5:30 p.m.

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

Councilmember Stacy Clay
Councilmember Aleta Klein
Councilmember Steven McMahon
Councilmember Jeffrey Hales
Councilmember Tim Cusick; (excused)

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr.; Police Chief, Larry Hampton; Senior Project Manager, Amanda Truemper of Trivers, and Landscape Designer, Derek Don, of DG2 Design Landscape Architecture.

2. CHANGES TO THE REGULAR AGENDA

(No requested changes)

3. FENCE OPTIONS - ANNEX AND TRINITY BUILDING RENOVATIONS

Mr. Rose stated staff is asking that Council receive a presentation on the fencing options for the Annex and Trinity Building. He stated although he has authorized Trivers to move forward with preparing bidding documents for the renovations, the fence will not be included until staff has received direction from Council. This project will also be sent back to the Historic Preservation Commission for their consideration since the fence was added after their initial review.

Mr. Rose then introduced Ms. Truemper, the Senior Project Manager for Trivers, Derek Don of DG2 Design Landscape Architects, and Chief Hampton, who will kick this presentation off.

Ms. Truemper informed Mr. Rose that while it may not have been in the graphic manner displayed to Council, the fence was depicted on the site plan at the time it was presented to the Historic Preservation Commission. Nonetheless, they plan to revisit this with them again, sometime later this month.

Chief Hampton stated he would be providing an update on CPTED's suggested site for law enforcement.

Key Issues with Soft Targets for L. E. when Dealing with Criminals

- ▶ In 2019, 2,231 inmates escaped from state or federal prisons in the United States. This is a decrease from the previous year when 2,351 prisoners escaped from facilities across the United States. (Oct 27, 2021.)
 - ✓ There is no tracking of these incidents for Municipal departments or holding cells.
- ▶ Unlike in the movies, security experts say inmates tend to wait until they are outside of prison walls to make a run for it. Kevin Tamez, an inmate advocacy consultant, says that any time an

inmate leaves a correctional facility there is a heightened risk of escape. "There are ways of minimizing it, but there's never a way to prevent it," he says.

- ✓ U City conducts transports from their facility to courts, St. Louis County, hospitals, or other jurisdictions.
- ▶ The Muskogee Oklahoma Police Department announced that it had implemented a new level of security for its officers, by building a fence in their back parking lot to provide the added security they were seeking.
- ▶ This safety measure came after the department experienced a deadly ambush in December of 2019. Fayetteville Officer Stephen Carr was ambushed and executed sitting inside his patrol car.

✚ *Law enforcement personnel are ambushed more frequently than imagined.*



✚ *UCPD has had officers attacked for simply wearing a uniform. Therefore, officers must always remain on high alert.*

10 Most Dangerous Cities in the U.S.

Below is a recent (Feb. 2022) ranking amongst cities with 100,000 population or more: *Forbes.com*

10 Most Dangerous Cities in the US (# 1 is the highest chances of crime) 297 cities whose population is 100,000 or more

1. St. Louis, Missouri
2. Jackson, Mississippi
3. Detroit, Michigan
4. New Orleans, Louisiana
5. Baltimore, Maryland
6. Memphis, Tennessee
7. Cleveland, Ohio
8. Baton Rouge, Louisiana
9. Kansas City, Missouri
10. Shreveport, Louisiana

My concern is always safety.

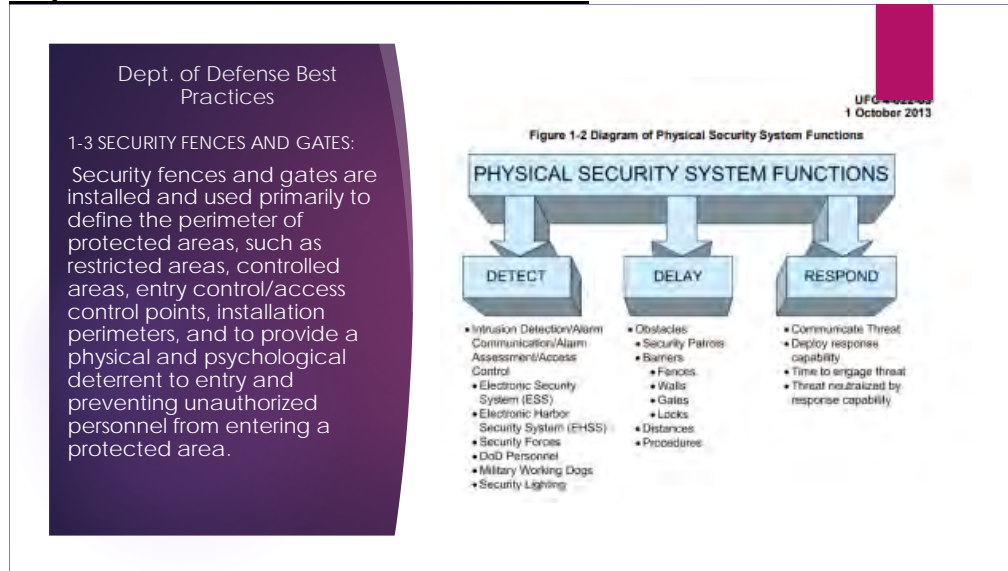
Fox News examined crime data from Baltimore, Chicago, Los Angeles, New York City, Philadelphia, Seattle, and Washington, D.C., and found violent crimes have increased anywhere from 5% to 40% compared to the same timeframe in 2021. Violent crimes are typically defined as rape, sexual assault, robbery, assault, and murder.

- ✚ U City will soon have two prominent business districts, so as these trends continue to grow there is a greater need for state-of-the-art infrastructure.

The Ballwin PD will be utilizing a wrought iron type fence around the perimeter of their new facility.

The entire Belleville Police facility is surrounded by a 6ft black wrought iron fence on three sides and a 6ft black chain link fence on the back for police vehicles. This facility houses all of its law enforcement functions except for the courts. There is one entrance for the public and three entrances for officers.

Department of Defense Best Practices



Security fences and gates are installed and used primarily to define the perimeter of protected areas, such as restricted areas, controlled areas, entry control/access control points, and installation perimeters, and to provide a physical and psychological deterrent to entry and to prevent unauthorized personnel from entering a protected area.

CPTED - Crime Prevention Through Environmental Design

CPTED focuses on the physical design of neighborhoods; fencing, lighting, and plantings, to identify areas or elements that may have the potential to attract crime. It also focuses on areas of Natural Surveillance, Natural Access Control, and Territoriality/Defensible Space.

CPTED promotes and prioritizes increased visibility in and around a property to deter burglars and thieves who frequently target areas and residences with low visibility. This can be counteracted in the following ways:

- ▶ **Lighting** - street lights should be well spaced and in working order. Alleys and parking areas should also be lit. Lighting should reflect the intended hours of operation, i.e., lighting of ball fields or structures in local parks may encourage after-hour criminal activities. Motion-sensing lights perform the double duty of providing light when needed and letting trespassers know that "they have been seen."
- ▶ **Landscaping** - generally uniformly shaped sites are safer than irregularly shaped sites because there are fewer hiding places. Plants should follow the 3-8 rule of thumb; hedges no higher than 3 feet, and tree canopies starting no lower than 8 feet. This is especially important around entryways and windows.

- ▶ **Fencing** - fences should allow people to see in even when they are built for privacy. They should be of a design that is not too tall and has some visibility.
 - ✓ The UCPD experienced an attempted escape last weekend when a prisoner was able to remove his handcuffs.
 - ✓ Fences act as a deterrent by limiting a prisoner's ability to escape.
- ▶ **Windows** - windows that look out onto streets and alleys are good natural surveillance; especially bay windows. These should not be blocked. Retirees, stay-at-home parents, and people working from home offices can provide good surveillance for the neighborhood during the day.

Natural Access Control

Access Control refers to homes, businesses, parks, and other public areas having distinct and legitimate points for entry and exits. However, this should also be balanced to avoid "user entrapment," or not allow for an easy escape or police response to an area.

Generally, perpetrators will avoid areas that only allow them one way to enter and exit, have high visibility, and/or have a high volume of user traffic.

- Park designs with open, uninhibited access and a defined entry point. A good example is a park with transparent fencing around the perimeter and a large opening in the gate for entry. Putting vendors or shared public facilities near this entrance creates more traffic and more surveillance.
- River rocks used in landscaping can be thrown at buildings or individuals.
- Climbable trees near a secured fence line enable an intruder to gain access to secured areas.
- Signs identifying reserved parking spaces can reveal the identities of personnel in the building to the public.

On February 7, Charles Lee Thornton wrote a note that promised, "*The truth will win out in the end.*" Then he drove to the Kirkwood City Hall with a gun. Outside, he shot and killed Kirkwood Police Sgt. Bill Biggs and took his gun. Inside the Council chamber, in exactly 1 minute and 13 seconds, he killed five City officials and critically wounded the mayor.

Ms. Truemper stated she, Derek Don, and Chief Hampton, have looked at additional options for the fence material, as well as the geographic area for the fencing.

Mr. Don then provided a recap of the previous plans:

- An 8-foot anti-climb fence
- Secured parking, vehicular gates with card readers, card reader access for pedestrian access, all within the 8-foot fence
- A black ornamental fence for the 63 public parking spaces
- Five temporary parking spaces at the connector entry; two of which are ADA
- Seventy-six public spaces on the north lot next to the Trinity entrance; four of which are ADA

Proposed Fence Designs

- ▶ The Ballwin project uses an 8-foot Ameristar Fence, which is a deterrent, although it is not marketed as an anti-climb. The vertical metal pickets are complimentary to the existing black ornamental fence around this campus and the Lewis Center. This option maintains the existing perimeter, maximizes parking, and allows for vehicular and pedestrian gates.
- ▶ Pedestrian connections through the site so that it does not appear like a secure area that will accommodate neighbors who expressed a desire to maintain their pedestrian access. Along with the existing sidewalk, another sidewalk would be added on the north side of the Trinity Building to allow for a connection to Mike King Drive. There could also be a 4-foot fence and gate, with a code that could be provided to residents living in this area.
 - ✓ Chief Hampton was willing to add this option as long as the secure zone remained as it was previously designed.

- ▶ Moving the fence line in closer along Trinity and Princeton Avenues to allow the existing parking lot to remain as it is; 12 spaces and no fencing.
This would put the secure zone in line with the edge of the parking lot on the west side; result in 25 parking spaces in the secure zone; 12 parking spaces for police or city staff in the unsecured zone and allow the parking on Mike King Drive to remain as it is.
 - ✓ From a security and operational perspective, Chief Hampton noted that the sally port needed to be within the secure zone. And adjusting the fence line boundary on Mike King Drive would reduce the turning radius of the concrete pad for police vehicles and ambulances.
 - ✓ There is also a need for a specifically designated area on Kingston and Mike King Drive for staff and police parking that is not accessible to the public.

Mr. Don stated if you put the proposed site plan into context with the south end of The Loop, it is an approximate 550-foot walk from the entry of the connector to City Hall; a 465-foot walk from Trinity to City Hall, and a 725-foot walk from Leland to Kingsland; although, public parking will still be available at the entrance to the connector.

Ms. Truemper stated she would like to share some background on the historic questions that have come up related to the project.

Q. Are you familiar with the Master Plan from 1985?

Trivers has reviewed it and fully believes that everything they are doing on the site is in full compliance. Amy Gilbertson, the lead Historic Architect on the project provided the following summary of the ways in which she believes the site is being addressed.

"The Master Plan recommends using the Secretary of Interior's standards for rehabilitation of individual projects undertaken within the Historic District. Trivers has completed over one hundred historic projects, understands this to be the best practice standard, and is intimately familiar with these guidelines and how to properly apply them to historic structures. Trivers has presented knowledge sessions about these standards at state, national, and international conferences, and can confidentially state that thus far this design for the Annex and Trinity Buildings, as well as the site development, complies with the Secretary of Interior's standards for rehabilitation.

Within the Master Plan, there are suggestions for site and circulation development within the District; however, on page 10 of that Plan, it acknowledges that projects have been developed from a planning perspective only with minimum design investigation. It is the planner's expectation that not all of the projects will be achieved as described."

The current design does deviate from the site plans developed in 1985. The current proposed plan must support the programs that will be held within these buildings, as well as address community wishes for better accessibility and additional public parking. It is notable that this community's desire existed in 1985 and was confirmed as still being an issue in 2019 through public engagement surveys. Public parking will be greatly improved through the current project, and although the circulation paths are different than those proposed in the 1985 Master Plan, the proposed site development does still comply with the standards for rehabilitation.

Historic light fixtures are planned for the public right-of-way to continue with the already existing design methodology that surrounds City Hall. However, because the standards for rehabilitation specifically discourage creating a false sense of history with new design interventions, new site fixtures have been selected to be other time; 2022, while remaining compatible with and not detracting from the historic character-defining features of the building."

Mr. Don stated he had failed to mention that for whatever option is selected, the landscape plan will supplement some of the existing trees with evergreens and landscaping adjacent to the fence as much as possible. The generator will be at the parking lot elevation, and the retaining wall plus additional landscaping will be used as screening.

Mr. Rose stated he had received some questions from Council that he would ask the team to address.

Q. Will the current employee parking along Mike King Drive be converted to additional public parking?

A. (Mr. Don): The scope did not include the parking on Mike King Drive which is currently designated for City staff only. A preliminary investigation revealed that the curb on Mike King Drive would be a little restrictive, so there would have to be some variances made if it were to be converted to public parking.

Q. What is the number of ADA parking spaces allocated for the temporary parking located next to the connector?

A. (Mr. Don): There are five spaces in total, with two being ADA.

Q. What are the standards for ADA parking spaces located next to an entrance?

A. (Mr. Don): ADA parking has to be less than 2% in all directions, so the guidelines state that you should try to get them as close to the public entry as possible. However, the reason why this parking is up against the building side of the drop-off is that there are significant grade changes from the southwest to the northeast. And they also worked to make both the stairs and the ramp accessible for everyone.

Q. Are the recommendations being made for the fence based on best practices, and if so, is that information available?

A. (Mr. Don): The best practices were derived from conversations with the Chief, which is also what he shared with Council today.

Q. Would an 8 or 6-foot wrought iron fence be less of a deterrent than an anti-climb fence?

A. (Chief Hampton): Although there are no measurable components for deterrence, the likelihood of climbing a 6-foot fence is greater than climbing an 8-foot fence.

Q. How many secured parking spaces are needed for police or personal vehicles on a daily basis?

A. (Chief Hampton): There are over 100 plus employees and based on the anticipated growth of the City there will be a need for more. However, on a daily basis, six to ten electric vehicles will be absorbing these spaces, along with the personal and fleet vehicles for the department's four, eight, and twelve-hour shift rotations. Although the understanding has always been that every employee would not be able to park their vehicle within that secured zone.

Q. What is the number of City Hall employees that actually use the parking lot in the evenings?

A. (Mr. Rose): With the exception of meetings, janitorial staff, dispatchers, and public safety, it is a pretty small number of employees that use the parking lot in the evenings consistently.

Chief Hampton stated the current number of fleet vehicles that will be utilizing the secured zone throughout the day and night is 30-plus.

Q. Can additional parking be achieved by removing the sally port from the secured zone and adding 45-degree angles facing southeast along Mike King Drive, with one-way access near the sally port, and a one-way exit on the south in front of the connector building entrance?

A. (Mr. Don): From the very beginning of this project the Police Department's perspective was that the sally port should be designed to fit within the secured zone and that the staff and police vehicular circulation points were separated away from the public. But again, there are significant grade changes throughout this area. So, when that same question was asked previously, they talked to their civil engineer who stated that once you start punching parking in different directions your grade then becomes 8 to 10% rather than the preferred 5 to 6%. And anytime you go over 6% car doors tend to swing open, which is not considered to be a best practice. It would also impact the turning radius for the concrete apron in front of the sally port where the ambulance and transport van would be unable to get in or out of that area. So, that location is pretty important to the functionality of the sally port.

Councilmember Clay posed the following questions to Mr. Don:

Q. Do you know the walking distance from the front of the public parking lot to either the front or back doors of City Hall?

A. I did not make any calculations for spaces located closer to the doors, but it would probably be in the 300 to 350-foot range.

Q. Will the public still be able to park on the side of the building next to the Scientology building?

A. Yes. If the fence line is moved in, those twelve spaces could potentially be open during the evening hours.

Councilmember Clay stated on a day like today with 100-degree temperatures, it might be challenging for some of our citizens to walk a long distance. Mr. Don stated while that is a fair assessment, the bright side is that once they are in the building they should be able to transact all of their business at the one-stop shop. He stated the key to this design was to be mindful of those arriving at City Hall by all means of transportation; car, bus, or bicycle.

Councilmember Klein stated in trying to consider ways to balance the feeling of openness to the community and the need for security, she liked the alternative perimeter idea where the section of parking closest to Trinity is not fenced in. She then posed the following questions to Mr. Don:

Q. In this alternative, is it correct that there will not be any fencing along Mike King Drive?

A. The fence encloses the sally port and then comes down Mike King Drive so that parking would be considered unsecured. However, there will be an existing black ornamental fence that will run along the north side of the taller PVC plastic fence.

Q. I think the gate that would give access to residents is a visual deterrent to the public coming into Civic Plaza. So, since this is an unsecured area is it even necessary to have a locked gate?

A. From an operational standpoint, I would prefer to have the Chief address that issue, although they are open to suggestions.

Councilmember Klein noted that anyone coming from The Loop would not have access to the neighborhood without a code, so they would have to go all the way around to get in.

Chief Hampton stated the rationale behind the gate is to provide safety for the residents living within that neighborhood. Just last night, 46 vehicles were vandalized in the hospital parking lot, and employees have been impacted when their vehicles were vandalized or stolen while they were at work. So, the deterrence is not for residents walking to and from this area, it's to combat these current trends by limiting access to anyone with criminal intent. As it stands, that parking lot is something his department will have to try to secure with technology since it cannot be surveilled 24/7.

Councilmember Klein stated in her opinion if someone was intent on getting into that neighborhood they would find a way to do it. So, she thinks it would be better to leave it open so that people have free access. Chief Hampton stated the intent is not to limit residents from accessing their neighborhood; his focus is on a criminal's ability to access these public parking lots.

Councilmember Klein stated that's a little confusing because it seems like they could easily access the parking lot from Mike King Drive. Chief Hampton stated they could, but he's looking at it from the aspect of the need to employ more technology and visible police patrols to act as a deterrent.

Councilmember Hales stated he thinks that aesthetically these options are a vast improvement. And while he would agree with Councilmember Klein's opinion about utilizing the alternative perimeter idea where the section of parking closest to Trinity is not fenced in, he would disagree with her opinion about the gate. He stated he thinks it's a good idea, and that the residents who live in the Heights would probably prefer to have that limited access into their neighborhood. Councilmember Hales stated even though the fence has been one of the most challenging elements of this project, he feels a lot better about how all of the puzzle pieces are fitting together. In fact, the time spent talking about this fence is a testament to what a great process this has been. So, at this point, the only thing that

has not been talked about is how many people will end up parking in the Library's parking lot since it's a lot closer than the north lot.

Councilmember McMahon stated he agrees that moving the fence inward is a good compromise for the neighborhood and that if people are looking for a shorter route they will probably try to park on Trinity. But the bottom line is that you can never be absolutely certain how people are going to react when you make these types of major changes, so, some things will probably have to be tweaked after they're built, in spite of the fact that they were laid out with all of the best intentions. He stated all of the looking forward that Council and this administration try to do to come up with the best compromises is excellent, and with what has been presented tonight, I certainly think we are starting to get there.

Mayor Pro Tem Smotherson posed the following questions to Mr. Don:

Q. Will there be a fence on the south side of the sally port?

A. Yes sir.

Q. Will there be any landscaping in front of that fence?

A. There will be landscaping on Mike King Drive where there is a 4-foot landscape zone between the curb and the sidewalk, the 3 to 4 feet area on the inside of the fence, and a 5-foot-wide landscape zone that connects to the Annex Building. So basically, there will be some type of vertical landscape screening on every edge of the fence.

Q. Do you know the distance from the public sidewalk located along that fence, to the Sally Port?

A. I believe it is within the 6 to 8-foot range. There is some wiggle-room with the fence type if you go with the alternate because it has smaller footings. So, their goal will be to get as much separation as they can between the fence and the public sidewalk.

Mayor Pro Tem Smotherson posed his remaining questions to Chief Hampton:

Q. I spent the weekend visiting the Chesterfield, Creve Coeur, Clayton, Belleville, Olivette, St. Louis City, and Ballwin Police Stations, and in every case, their sally port and secured parking was nowhere near their public parking. So, what is your comfort level with our sally port being so close to the public?

A. I'm very comfortable because the access for this sally port is only for our mobile transport teams to come in and out with prisoners, which is monitored and only takes a very short period of time. Prisoners that need to go to court are escorted out of a different exit located between Trinity and the Annex.

Q. But in this case, we are trying to put a police station in a public plaza. So, are you really comfortable with the idea that your police station will be different than the standards set by all of these other municipalities?

A. For the last five years we've had to be different. Within the temporary facility, they only had one accessible sally port for transporting prisoners. And in the old Annex, there was no sally port at all, so his officers had to bring prisoners through the same entrance as citizens. Therefore, in his professional opinion, he believes this facility exemplifies the type of state-of-the-art police station that will meet all of their needs.

4. ADJOURNMENT

Mayor Pro Tem Smotherson thanked everyone for their participation and adjourned the Study Session at 6:27 p.m.

LaRette Reese,
City Clerk

STUDY SESSION
CITY OF UNIVERSITY CITY
Active Shooter Update & Bike Path Proposal
VIA VIDEOCONFERENCE
Monday, August 8, 2022
5:30 p.m.

AGENDA

1. MEETING CALLED TO ORDER

At the Study Session of the City Council of University City held via videoconference on Monday, August 8, 2022, Mayor Terry Crow called the meeting to order at 5:30 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; City Attorney, John F. Mulligan, Jr.; Police Chief, Larry Hampton; Deputy Fire Chief, Fred Kramer; Director of Parks, Recreation and Forestry, Darren Dunkle; Resident, Mark Winer, Angelica Gutierrez, and Mark Vogel of Great Rivers Greenway.

Mayor Crow stated Council recognizes that a great travesty has occurred over the past weeks and would like to let everyone viewing this session know that he, the City Manager, and his colleagues will be making additional comments during the Regular Session.

2. CHANGES TO THE REGULAR AGENDA

Mr. Rose requested that Item J (1) be moved from the Consent Agenda to the City Manager's Report.

3. ACTIVE SHOOTER UPDATE

Mr. Rose stated pursuant to Council's request, staff will be presenting general information on the City's Active Shooter Program.

Chief Hampton stated since the inception of the City's Joint MACTAC (Multi-Assault Counter Terrorism Action Capabilities) and Active Shooter Trainer Program in 2012, they have conducted dozens of sessions for schools, religious institutions, City employees, daycares, and even businesses throughout St. Charles and St. Louis County, on recommended responses for an Active Shooter incident.

- Program inception in 2012 for Schools and Religious Institutions
- At the time of our program's inception, we were one of the first departments in St. Louis City/County to utilize MACTAC techniques to benefit our educational institutions
- MACTAC - Multi-Assault Counter Terrorism Action Capabilities Program was developed in California and brought to Saint Louis by the Saint Louis County Tactical Operations Unit in 2012
- The response to an Active Shooter Program was taught twice a year from 2012 through the present, to all University City Public Schools

- Each training/presentation is tailored to the school where the program is presented
- The program was modified in 2014 and presented to the staff of University City Library, University City Recreation Center staff, and City Hall employees
- The program was expanded in 2018 to include hands-on scenario training, which U City officers take yearly
- University City High School (2018), Brittany Woods Middle School (2019), and City of Lights Church (2021) have been utilized as operation grounds during department-wide training
- UCPD training is also provided to the Fire Department, Paramedics, and Dispatch, which includes the utilization of Drones and a Throw Bot (robot)
- This program is now MO-POST. Certified for L. E., using Department of Homeland Security and FBI standards

School Programs Include:

- Overview and definition of Active Shooter incidents
- The "*deadly hour*" definition, Run-Hide-Fight, and an Arsenal of Responses
- Lockdown protocol and door safety
- Identification of multiple geographically important collection points specific to each school
- Survival mindset and fight, Flight or Freeze response
- Response to dynamic entry by police

Religious Programs Include:

- All topics included in the School Program
- Identification, Preparation, and Execution of Emergency Plans
- Establishment of the usher program and necessary training
- Identification of important information from phone, email, and/or social media threats

City Staff Programs Include:

- All topics covered in the school and religious institution program
- MACTAC definition and application
- The 4 A's: most important and time-saving tips for first responders on an active scene

Hands-On Interactive Training and Scenarios

- 1-person, 2-person, 3-person, 4-person, and buddy team movement techniques of approach to an active shooter scene
- Proper building clearing techniques to include proper room entry and target acquisition
- Medical/first aid training
- Triage creation, paramedic escort techniques, multiple-threat assessments with UCFD
- Evidence collection and preservation

Drones

The use of drones by UCPD & UCFD includes planning tactical active shooter responses during emergencies, assisting with search and rescue operations, assessing the scope of a scene, documenting crime scenes, and providing aerial views during special circumstances.

Updated Presentations

The PowerPoint program has been modified to fit into one-hour training for schools and two-hour training for religious institutions. In addition to the PowerPoint program, these presentations are paired with:

- A security analysis of the facility and written report based on CPTED; Community Policing Through Environmental Design, principles
- A sample action plan approved by DHS/FEMA for facilities' operation teams
- DHS/FBI documentation and data for the development of security teams; (available to the public)

- How to request assistance from the Jewish Federation of St. Louis which offers grants and security
- How to request assistance from the State of Missouri/DHS with grants and security

Training

- As an organization, our goal is to continue to provide excellent service to our University City community in the most efficient manner possible.
- Every member of the UCPD and UCFD is vital to our organizational realization. We constantly reevaluate performances, training, and trends, to maximize our public safety efforts.
- Training is also conducted with St. Louis County PD and Washington University on an annual basis.
- During the calendar years 2019-2022 UCPD trainers conducted the following training seminars:
 - Response to An Active Shooter - 02-04-2019, Julia Goldstein Early Childhood
 - **UCPD DEPARTMENT WIDE TRAINING - 03-06-2019 - Brittany Woods Middle School**
 - Response to An Active Shooter - 03-11-2019, Brittany Woods Middle School
 - Response to An Active Shooter - 04-01-2019, Lieberman Learning Center
 - Response to An Active Shooter - 04-01-2019, Pershing Elementary School
 - Response to An Active Shooter - 04-29-2019, Jackson Park Elementary School
 - Response to An Active Shooter - 05-13-2019 University City High School
 - Response to An Active Shooter - 05-13-2019 Barbara C. Jordan Elementary School
 - Houses of Worship and Response to an Active Shooter - 06-03-2019 - 8124 Delmar Blvd.
 - Response to An Active Shooter - 08-19-2019 Epstein Hebrew Academy and Kadima High School
 - Response to An Active Shooter - 10-21-2019 Lieberman Learning Center
 - Response to An Active Shooter - 10-28-2019 - Pershing Elementary
 - Response to An Active Shooter - 11-18-2019 Flynn Park
 - Response to An Active Shooter - 11-26-2019 Barbara C. Jordan Elementary
 - Response to An Active Shooter - 12-02-2019 - Jackson Park Elementary
 - Response to An Active Shooter - 02-24-2020 - Brittany Woods Middle School
 - Response to An Active Shooter - 03-02-2020 - University City High School
 - Response to An Active Shooter - 08-26-2020 Epstein Hebrew Academy and Kadima High School
 - **UCPD DEPARTMENT WIDE TRAINING - 08-12-2021 - City Lights Church**
 - Response to An Active Shooter - 08-26-2021 Epstein Hebrew Academy and Kadima High School
 - Houses of Worship and Active Shooter Response - 12-13-2021 - 8124 Delmar Blvd.

Chief Hampton played a video of an actual MACTAC training session being conducted at Brittany Woods Middle School.

Councilmember Smotherson thanked staff for this presentation, which helps to reassure residents about its first-responders ability to address this critical issue that is now happening on a national level.

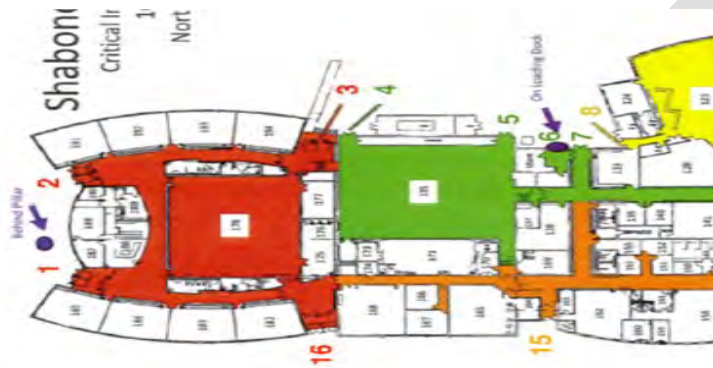
Mayor Crow asked Chief Hampton if the majority of the City's religious institutions had opted to receive this training? Chief Hampton stated although there are several programs available that can provide this same type of training, City staff has performed two-hour presentations and security assessments to the vast majority of the City's institutions.

Councilmember Cusick asked what age group of students participate in the presentations to schools? Chief Hampton stated their training starts with the middle school age group. Councilmember Cusick asked if training for elementary schools and daycares was only provided to faculty and staff? Chief Hampton stated that is correct, although some districts will utilize the Alice or DHS Active Shooter Response Programs.

Premises Identification For Rapid Deployment of Emergency Personnel

Deputy Fire Chief Kramer stated this system was developed by the Greater St. Louis County Fire Chiefs and Fire Marshals Associations to make navigating around schools easier for first responders. The premises identification uses a color-coded system with numbers where a stripe is painted at the bottom of walls along the corridor, classrooms, and entryways to signify what zone responders are in.

Sample Layout



Deputy Fire Chief Kramer stated while he has only talked to one school about repainting to implement this system, his coworkers have reported that it's somewhat of a mixed bag as to the interest of most U City schools. He stated an ordinance is required prior to implementation, however, before seeking the passage of an ordinance, their goal is to work with the schools, Fire Chief, and Council, to garner everyone's input. To date, several meetings have already been scheduled to meet with U City School officials. He noted that while St. Louis County has already passed such an ordinance, it is only applicable to unincorporated areas.

Councilmember Clay posed the following questions to Deputy Fire Chief Kramer:

Q. Is it correct that this system has not been implemented in U City Schools?

A. That is correct. A meeting has been scheduled for next week with the Superintendent of U City Schools, and his plan is to include the UCPD in this discussion. This system has been implemented in some areas, and other municipalities are simply trying to work with schools without the implementation of an ordinance.

Q. Do you know which districts have already implemented this system?

A. It has been implemented in Jefferson County and the unincorporated areas of St. Louis County.

Councilmember Clay stated he would be interested in finding out more information about schools that have already implemented this system.

Mayor Crow thanked Chief Hampton and Deputy Fire Chief Kramer for their presentation, and all of the long hours they've put in over the last couple of weeks.

4. BIKE PATH PROPOSAL

Mr. Dunkle stated Mr. Winer and his team from Great Rivers Greenway will make this presentation on a proposed East-West Connection Bike Path, running from Ackert Walkway to the Innerbelt.

Mr. Winer thanked Council for taking time this evening to listen to Great Rivers' Presentation. He stated he is a long-time U City resident and has served as a volunteer, chairing the Economic Development Commission, and as a member of the Pension Board. He stated that Angelica Gutierrez and Mark Vogel of Great Rivers Greenway would be assisting him with the presentation.

Mr. Winer stated during COVID he spent a great deal of time walking in parks primarily around U City. And what he realized is that U City already had two Greenway paths; one running from Wash U's campus to Vernon, and the other through Heman Park, ending at Purdue and Midland, with a final portion running along I-170 from the Ladue City Limits to Olive Blvd. So, while speaking with Mr. Dunkle about the possibility of connecting these segments he was provided with several proposals that had been prepared by Great Rivers Greenway in 2014. Mr. Winer stated he learned that there had been a lot of opposition to these alignments; (A & B), primarily from members of the community that would have to either grant an easement or allow the trail to be run through their property. As a result, the proposal was deemed unfeasible, however, this proposal offers another way of making those connections.

East West Connection to Centennial Greenway Trail

Who

- Stakeholders and potential beneficiaries
 - Residents, Visitors, Middle School, High School, and University Students and Staff, Pedestrians, Bicyclists, Persons with Disabilities
- Partners
 - City of University City, City Leadership including City Council, Parks and Traffic Commissions, Parks, Recreation and Forestry Department, and Public Works Department
 - School District of University City (2022 Green Ribbon School District Sustainability Awardee)
 - Great River Greenways
 - Trail Net
 - St. Louis County
 - Metropolitan Sewer District
 - Major Employers in St. Louis Region
 - Owners of multi-unit communities, including Parkview Gardens, The District, and thousands of other apartment building residents in U. City
 - Commercial Destinations including The Loop, Olive Boulevard, and Markets on Olive

What & Why

- What:
 - A safe Great Rivers Greenway Trail for pedestrians, people with disabilities, and bikers connecting two existing Greenways (Centennial Greenway in Ackert Park to Centennial Greenway along I-170)
- Why:
 - Create healthy transportation and recreation options for all
 - Enhance sustainability in U. City
 - Connect destinations in U. City including eight U. City Parks, U. City High School, Brittany Woods Middle School, Washington University, and commercial and employment centers
 - Connect U. City residents and visitors to destinations throughout the St. Louis Region with existing and proposed Great Rivers Greenway Trails

Mr. Winer stated Great Rivers Greenway (GRG) is looking for communities they can work with and believes this is a good time to complete its vision. One of the very first trails initiated was the

Centennial Greenway Trail, and the vision has always been to create a safe, accessible greenway by connecting this trail to Forest Park and Creve Coeur Lake.

Mr. Vogel stated a map illustrating the main thoroughfares within U City depicts where the proposed trail would run and how it forgoes the need to utilize anyone's property.

Where

- Using the existing public right-of-ways and best practices for safe urban trails from:
 - Ackert Park to Heman Park along Vernon with a “road diet” for vehicles and a Greenway for pedestrians and bicycles separated from the road with curbs
 - ✓ Vernon is an area that has been impacted by flooding, and St. Louis County has received approval and funding to repave this section. Collaborations between St. Louis County and GRG could lead to some alternatives that would allow for a separate greenway along this road.
 - Existing Heman Park Greenway from the U. City Community Center to Midland and Purdue
 - Midland and Wilson to Shaftesbury adjacent to U. City High School with a “road diet” for vehicles and a Greenway for pedestrians and bicycles separated from the road with curbs
 - Shaftesbury to Kaufman Park with a “road diet” for vehicles and a Greenway for pedestrians and bicycles separated from the road with curbs CROSSING Mona Trail
 - Groby Road from Kaufman Park to Ruth Park with a “road diet” for vehicles and a Greenway for pedestrians and bicycles separated from the road with curbs
 - Two alternatives for the final segment:
 - ✓ Alternative A- Along the East and North sides of Ruth Park (possibly through Ruth Park Woods) and The Market at Olive to Centennial Greenway at I-170 and Olive
 - ✓ Alternative B-Along the South Side of Ruth Park on Groby Road and Old Bonhomme, continuing on Old Bonhomme to the Centennial Greenway Trail along I-170 with a “road diet” for vehicles and a Greenway for pedestrians and bicycles separated from the road with curbs

Mr. Vogel stated he believes it would be more feasible to use Alternative B since there is an existing connection on Old Bonhomme.

How

- Reduce cost and impact on residents by establishing Greenway using U. City parks and streets
- Provide clear signage, curbs, and select streets, whenever possible, that are wide, have relatively little traffic, and few residences on at least one side of the street to minimize the impact on residential parking.
- Work with residents and other stakeholders to plan and advocate for Greenway
- Leadership to Support Feasibility Study with Great Rivers Greenway

Mr. Vogel asked Council to consider taking the following actions:

- Moving forward with this proposal by exploring its feasibility with Great Rivers Greenway, and
- Advocating for St. Louis County to use their resources currently available for redesigning streets in conjunction with GRG's proposal

Mr. Winer stated GRG places a huge value on community engagement and has a solid process for conducting alignment studies to make sure that concerns are heard and addressed. Once this project has been studied and community support has been achieved, GRG's long-term vision is to connect Forest Park with Creve Coeur Park and Centennial Trails, as well as St. Charles County, all the way to 370 Lakeside Park.

Ms. Gutierrez stated they value all of the work that has been done, and while GRG believes this proposal is feasible, it will take some time to make sure all of the partners are aligned.

Councilmember Smotherson asked if any consideration had been given to making the connection at the end of Ackert Park, to Vernon, Hanley, and Blackberry, which immediately connects to Old Bonhomme? Mr. Vogel stated while he has not studied this route, these kinds of considerations would be a part of GRG's typical process when looking at alternative routes to determine the pros and cons before formulating the preferred plan.

Ms. Gutierrez stated during the 2014 plan St. Louis County was very restrictive about coordinating activities on their right-of-ways. And ultimately, the City decided to avoid all County roads. So that is another element that will have to be taken into account when developing routes.

Mr. Winer stated one standard he was trying to achieve was eliminating the need to take away anyone's parking spot. There is parking in the middle of the street near the duplexes and homes from Midland to the high school, so he is not sure how you could create a separate trail without impacting that parking. And that may also be true as you go west on Blackberry.

Councilmember Hales asked the team if they had a rough estimate for how long this process might take? Mr. Vogel stated while they would not be starting completely from scratch, typically it is a nine to twelve-month process to conduct the planning study. The next steps would be to obtain engineered drawings and grant opportunities. So, it takes several years from the time GRG starts an engagement to the first round of construction.

Councilmember Klein stated she thinks this is a great time to be having this discussion because it meets a lot of the objectives identified in the City's 2040 Visioning Plan. She then asked if there was a precedent for utilizing feeder trails to gain access to the main trail so that every section of the community could feel included? Ms. Gutierrez stated consideration will be given to connectivity, and in fact, the 2014 Master Plan was great in that respect, with several networks that can be viewed online. Of course, revisions will be necessary, but it contained many north and south connections from Clayton, Page, 82nd Street, and Pennsylvania.

Mayor Crow asked the team if they could describe what a "road diet" looks like in these plans? Ms. Gutierrez said try to imagine a road like Shaftsbury where you create a wide sidewalk with a buffer in between the greenway and the street. She stated the idea is to shift the geometry of the street to separate traffic from the greenway while maintaining parking and allowing for two-way traffic. Mayor Crow asked if this was similar to the sidewalk and bike path along Forsyth and the Danforth Campus? Ms. Gutierrez stated that it was.

Mr. Winer asked if someone could provide him with a brief summary of the City's 2040 Vision Plan? Mr. Rose stated the intent of the plan was to create a clear vision for the City that was created and developed by residents, addressing parks, recreation, education, transportation, etc. The component that Councilmember Klein referred to was a stated goal about the need for connectivity within U City. Mr. Rose stated staff would be happy to share this document with him after it has been adopted and approved by Council.

5. ADJOURNMENT

Mayor Crow thanked everyone for their presentations and adjourned the Study Session at 6:28 p.m.

LaRette Reese,
City Clerk, MRCC

MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
VIA VIDEOCONFERENCE
Monday, August 8, 2022
6:30 p.m.

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on Monday, August 8, 2022, via videoconference, Mayor Terry Crow called the meeting to order at 6:31 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 Finance, Keith Cole.

C. APPROVAL OF THE AGENDA

Mayor Crow noted that Mr. Rose had requested that Item K (1) be moved from the Consent Agenda to the City Manager's Report and that they both be allowed to address the floods which recently impacted the City.

Councilmember Hales moved to approve the Agenda as amended, it was seconded by Councilmember Smotherson, and the motion carried unanimously.

Mayor Crow stated this City as well as other communities suffered tragic events on July 26th and 28th, when the River Des Peres flooded, impacting over 300 homes. Two hundred of those homes have now been condemned leaving citizens displaced. Floods of this magnitude have occurred in 2008, 2011, 2013, 2014, 2019, and 2020, so something has to change. And even though U City has been working with the Army Corps of Engineers to build a basin in Overland; that's only the beginning because this is a regional issue that no one city can remedy on its own. So, he hopes that all of the areas impacted by this flood will start to work together in an effort to come up with a resolution.

Mayor Crow stated the City's ability to purchase some of the condemned properties, as it did on Wilson Avenue, can only occur after an Emergency Declaration has been declared since the City will be reliant upon additional federal and state funds to do so. And while his understanding is that President Biden has signed the Emergency Declaration, unfortunately, it is a rather slow-moving process.

Mayor Crow stated he would like to thank the City's employees for their service, as they have had to work long hours in very distressed situations and extends his sympathies to everyone impacted. He stated he would also like to thank those who have already provided their time and talents and encourage everyone who has the opportunity to please get involved by housing a displaced family or contributing to a supporting charity.

Mr. Rose stated he received his first CODE RED notification around 12:30 a.m. on July 26th and began taking action at 3:00 a.m. He then read the following comments into the record regarding the event:

"On Tuesday, July 26, 2022, many areas of U City were flooded due to the 9 inches of rain that fell within approximately three hours. This historic amount of rain caused severe stormwater runoff into the River Des Peres which was unable to accommodate the flow and resulted in flooding in areas that have never flooded before to anyone's knowledge.

*Initially, this flooding impacted approximately 300 homes and forced roughly 45 residents to be rescued from their homes. These residents were taken to a shelter operated by the Red Cross. Subsequently, approximately 207 dwelling units have been condemned; displacing all of those families. In addition to the flooding of residential areas, the City's facilities sustained approximately **18 million dollars** in damage to Fire Station Number 1, Centennial Commons, the Heman Park pool, community center, the Public Works yard, six police vehicles, and six Public Works vehicles. This list will continue to grow as other faulty equipment is discovered, and the full impact may not be known for weeks. The City is still assessing its public infrastructure, as some areas were too covered with debris to make a complete assessment.*

Staff has been in close contact with the St. Louis County Emergency Center, the State Emergency Management Agency (SEMA), and the Federal Emergency Management Agency (FEMA), which has been helpful with the recovery phase of this disaster. On Friday, July 29, 2022, staff met with representatives of the County Emergency Center to discuss the documentation needed to meet the Disaster Declaration requirements and provide needed assistance to its residents. Residents were prompted to call 211 and/or visit the website, 211health.org.

The City's first multi-agency meeting with SEMA and FEMA occurred at Centennial Commons on August 1st, where an initial assessment of the damage was reviewed and additional resources for residents were discussed.

An extra bulky item pickup was approved on July 28th and began on August 1st in the east area of the City, which sustained the greatest damage. The criteria outlining items that qualify for bulky item pickup will remain in effect, but the number of items that can be placed at the curb has been waived. Under normal conditions, it takes staff approximately one month to complete bulky item pickups; however, based on the extensive amount of damage and the extraordinary volume of items that have been set out, this process will take an extended period of time. Therefore, staff would appreciate everyone's patience as they try to navigate through these very difficult conditions.

Community cleanup efforts include streets, public right-of-ways, and extra police patrols. In addition, all permit fees for single-family, owner-occupied homes have been waived for 90 days.

I would like to thank the first responders and street crews who have provided outstanding service during this emergency. As many of the City's resources were exhausted early on, a great deal of gratitude is also owed to the Red Cross, U City School District, City of Olivette, and the City of Clayton for all of their assistance. As the Mayor mentioned, the President has signed the Emergency Declaration declaring this a Disaster Area. That means federal funding will now be available for citizens to receive more assistance and the reimbursement of City expenses related to its recovery. Therefore, he would like to thank the City's federal and state delegation members, Senator Josh Hawley, Governor Parson, Representative Cory Bush, Senator Brian Williams, and Representative Joe Adams for their help in getting the Declaration to the President's desk."

Mayor Crow stated while he is sure many of his colleagues have questions, he would like to defer any Q & A session to the Council Reports/Business section of the agenda.

D. PROCLAMATIONS

- 1.** National Stepfamily Day – A Proclamation declaring September 16, 2022, as a day to support the stepfamilies of this nation in their mission to rear happy, healthy, and socially well-adjusted children, create strong family structures, and instill in them a sense of responsibility to all extended family members.

E. APPROVAL OF MINUTES

1. June 20, 2022, Study Session Minutes (FY23 Budget) were moved by Councilmember Smotherson, it was seconded by Councilmember Klein, and the motion carried unanimously.
2. July 11, 2022, Regular Meeting Minutes were moved by Councilmember Clay, it was seconded by Councilmember Hales, and the motion carried unanimously, with the exception of Councilmember Cusick who was not in attendance at this meeting.
3. July 25, 2022, Special Meeting Minutes were moved by Councilmember Smotherson, it was seconded by Councilmember Clay, and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. Helen Fuller is nominated for appointment to the Historic Preservation Commission as a fill-in by Councilmember Tim Cusick, it was seconded by Councilmember Klein and the motion carried unanimously.

G. SWEARING IN TO BOARDS AND COMMISSIONS

2. Amy Gascon was sworn into the Park Commission on July 27th via Zoom.

H. CITIZEN PARTICIPATION

*Citizens may provide written comments ahead of the meeting, which must be received **no later than 12:00 p.m. on the day of the meeting.** Comments may be sent via email to: councilcomments@ucitymo.org, or mailed to City Hall at 6801 Delmar Blvd.; Attention City Clerk. **Please note that to be recorded in the official record, a name and address must be provided,** as well as whether your comment is related to an agenda or non-agenda item.*

Comments adhering to the aforementioned guidelines will be provided to City Council prior to the meeting and made a part of the official record. Public access will be made available online following the meeting.

Mayor Crow thanked everyone for taking the time to share their comments and concerns with Council.

I. PUBLIC HEARINGS

1. Liquor License – 6700 Olive (Gas Mart #38)

Mayor Crow opened the Public Hearing at 6:48 p.m., and after acknowledging that no comments were received, closed the hearing at 6:48 p.m.

2. Community Development Block Grant (CDBG) Application (Programs)

Mayor Crow opened the Public Hearing at 6:48 p.m., and after acknowledging that no comments were received, closed the hearing at 6:48 p.m.

J. CONSENT AGENDA

1. Liquor License – 6700 Olive; (*moved to City Manager's Report*)
2. Community Development Block Grant (CDBG) Application (Programs)
3. Canton Ave. Phase I – Construction Engineering Services Contract
4. Golf Course Driving Range Repair and Rehabilitation Contract
5. Ratification of Emergency Purchases due to Flooding
6. Federal Lobbying Services Contract

Councilmember Smotherson moved to approve Items 2 through 6 of the Consent Agenda, it was seconded by Councilmember Hales, and the motion carried unanimously.

K. CITY MANAGER'S REPORT - (vote required)

1. Carryover for LSBD Funds

Mr. Rose stated staff is recommending that Council consider carrying over the LSBD Funds from the previous fiscal year to cover the events held in FY22 by the Loop Special Business District.

Councilmember Cusick moved to approve, it was seconded by Councilmember Clay, and the motion carried unanimously.

2. University City's Community Vision 2040 Road Map Report

Mr. Rose stated staff is recommending that Council consider approving the Community Vision Road Map Report. Some of the key issues highlighted in this report include:

- A strong desire to incorporate intentional equity into community planning
- Support for a creative approach to economic and urban development
- Strengthening partnerships with the School District and other municipalities
- Using Olive Blvd. redevelopment as an opportunity to effect social change
- A desire for bold items in urban design
- A willingness to recognize and address environmental issues

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

Councilmember Smotherson stated he does not understand why this report needs Council's approval because, in his opinion, its consideration and acceptance occurred on July 11th. And based on that acceptance he sees this as a roadmap rather than a guide to be used by the Plan Commission in their involvement with the Comprehensive Plan.

Mr. Rose stated since the Plan Commission will certainly use this information as it begins to update the Comprehensive Plan, he believes it is important to obtain Council's approval rather than acceptance. He stated in his opinion, an acceptance simply indicates that the report is adequate, while approval means that Council is in agreement with its contents and represents the direction they would like to follow. So, in his mind, it carries a lot more weight and is an important step because of the significance of the Comprehensive Plan.

Councilmember Smotherson stated he thinks the statement on page K2 (33) which states, "*You have to develop the residential facing side of Olive Blvd businesses as part of the neighborhood,*" is incomplete because it does not indicate which streets should be developed; that "*Retain unique stores and international character,*" needs further explanation, and that he absolutely disagrees with the statement that "*Residents are concerned about the loss of small businesses and the potential for 3rd Ward gentrification,*" because this report is only talking about commercial developments. So, he would like to learn more about what the community means by "gentrification," to make sure everyone is on the same page.

Mr. Rose stated the significance of this report is that it was completely resident driven with no input from staff. So, Council might want to address any questions by having staff review the report, develop a list of questions for your review, and then invite the Chair back to directly respond to those questions.

Mayor Crow stated reading between the lines he does not think anyone actually believes that gentrification has occurred and that this statement is more of an acknowledgment that some members of this community were concerned that it might happen. He stated he views the details in this report as a vision that the Plan Commission will drill down on before its incorporation into the Comprehensive Plan, and thereafter, staff will advise Council on the next steps to be taken regarding that Plan.

Councilmember Clay asked if it was fair to say that the vision is where we want to go; the Comprehensive Plan is the roadmap for how we get there, and the strategies developed by staff will be the vehicles used to accomplish those goals? Mr. Rose stated that is a good way to describe it.

Councilmember Clay stated he would agree with his colleague regarding gentrification because he thinks they have taken great pains to mitigate that from happening in the 3rd Ward. So, while he is okay with the report as it is, there will be a need and an opportunity; as the Mayor has articulated, to weigh in on some of the details to ensure it accurately represents the direction Council believes it should be going in and how citizens think it should be manifested.

Councilmember Hales stated this report was derived from multiple surveys/meetings, as well as discussions with the Plan Commission in regular updates conducted by the Task Force. So, he also does not have an issue with accepting the report as presented, which in a broad sense, merely represents a big picture of what the community would like to see the City accomplish by 2040.

Councilmember Smotherson stated as Councilmember Hales just alluded to, accepting this document is fine since it does sort of represent a broad sense of direction. But he would hate to see Council get trapped into some of the more specific statements with respect to the Olive Development, which the Task Force has identified as "A Guide to Redevelopment".

Voice vote on Councilmember Klein's motion to approve carried unanimously.

3. Liquor License for 6700 Olive

Mr. Rose stated staff is recommending that Council consider the issuance of a Liquor License for 6700 Olive Blvd.

Councilmember Cusick posed the following questions to staff:

Q. Do you know what type of liquor will be sold at this location?

A. (Mr. Rose): *The applicant is requesting intoxicating liquor of not more than 22%, although there was an error in Staff's Report that states, "not more than 5%".*

A. (Mr. Cole): *Although the applicant's original request listed malt liquor in excess of 3.2%, his understanding after speaking with the managing officer is that they will be selling some specialized beers consisting of not more than 9% alcohol, and wine.*

Q. So, what does the statement of intoxicating liquor of not more than 22% refer to?

A. (Mr. Cole): *I am not really familiar with the percentages.*

Q: Does the City require businesses of this nature to maintain a certain percentage of other sales?

A. (Mr. Mulligan): *That requirement pertains to businesses wanting to sell only liquor.*

Councilmember Hales posed the following questions to Mr. Cole:

Q. Items J1(2) and J1(6) of this application have either a checkmark or a circle for intoxicating liquor not more than 22% by the package retail, and also refer to a restaurant and bar; which this is not. So, is the 22% listed on line 12 referring to the percentage of alcohol?

A. *My understanding is that the types of liquor they intend to sell will not contain more than 22% alcohol.*

Q. Does the City have any gas stations that sell up to 22% alcohol?

A. *I would have to conduct a review before I would be able to provide a correct answer to that question.*

Councilmember Hales stated while he is not necessarily opposed to a convenience store selling beer and wine, he does have questions about the meaning of "by the package," and whether it is defined in the City's Ordinances.

Councilmember Smotherson stated he has visited the applicant's store at Goodfellow and Delmar on several occasions and they don't sell alcohol there. So, he would like more information about why there is a difference in what is being sold at the two locations. And to his 2nd Ward colleagues, he would like to express concern about the location of this business, which represents the doorway to the 3rd Ward. He stated he would like to see this area remain fresh and clean to pave the way for future developments and make sure that residents who live in this area continue to feel safe and secure.

Councilmember McMahon posed the following questions to Mr. Cole:

Q. Under the definition of Sunday Liquor License, it states that a business must have at least \$275,000 in sales from prepared meals or food. However, the applicant states they will have \$240,000 in sales. So, does that mean they should be prohibited from being issued a Sunday Liquor License?

A. (No answer provided.)

Q. Do you know if they are talking about selling large bottles or cans, as opposed to a six-pack because 22% alcohol content is pretty high for single-serve? And for reference, a Bud Light has 4 1/2 % of alcohol.

A. My understanding is that this specialty beer will have roughly 8 or 9% alcohol, but no specifics were provided concerning the brand name.

Mr. Rose stated many of the questions being asked could probably be answered by the Applicant, who was not invited to tonight's meeting. So, if Council is amenable, he would recommend tabling this item and inviting the Applicant to attend the next meeting.

Councilmember Clay stated wines that fall in the same category as MD-2020 could constitute a beverage that goes above 5% and below 22%.

Councilmember Hales moved to postpone this item until the next meeting, it was seconded by Councilmember Smotherson, and the motion carried unanimously.

L. UNFINISHED BUSINESS

- 1. Bill 9473 – AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS “6801 DELMAR BOULEVARD. Bill Number 9473 was read for the second and third time.**

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

Roll Call Vote Was:

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

Nays: None.

- 2. Bill 9474 – AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR THE PROPOSED TRU HOTEL DEVELOPMENT LOCATED AT 711 KINGSLAND AVENUE. Bill Number 9474 was read for the second and third time.**

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

Roll Call Vote Was:

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

Nays: None.

M. NEW BUSINESS

Resolutions - (vote required)

1. **Resolution 2022-9** - Municipal Parks Grant; (Heman Park Splash Spray-ground)

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

New Bills - (Introduction and 1st reading - no vote required)

Introduced by Councilmember Hales

1. **Bill 9475** - AN ORDINANCE APPROVING THREE FINAL RIGHT-OF-WAY DEDICATION PLATS FOR LAND ALONG MCKNIGHT PLACE, SOUTH OF DELMAR BOULEVARD. Bill Number 9475 was read for the first time.

Introduced by Councilmember Smotherson

2. **Bill 9476** - AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF BRISCOE PLACE. Bill Number 9476 was read for the first time.

Introduced by Councilmember Klein

3. **Bill 9477** – AN ORDINANCE VACATING AND SURRENDERING A PORTION OF THE BARBY LANE RIGHT-OF-WAY. Bill Number 9477 was read for the first time.

Introduced by Councilmember McMahon

4. **Bill 9478** – AN ORDINANCE VACATING AND SURRENDERING A PORTION OF MCKNIGHT PLACE RIGHT-OF-WAY. Bill Number 9478 was read for the first time.

N. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
Councilmember Klein stated last week the Historic Preservation Commission met where the discussion focused on the Historic District guidelines and the restoration plans submitted by Trivers. The Commission determined that the plan complied with those standards and voted to approve it.
3. Boards, Commissions, and Task Force minutes
4. Other Discussions/Business
(Flooding)

Councilmember Smotherson stated since people are concerned about the length of time it is taking for the removal of their bulky items can you tell us about the progress that is being made?

Mr. Rose stated while he has not received a report for the work completed today, staff has completed the following blocks:

- 6700 through 7200 block of Vernon
- 7000 through 7200 block of Dartmouth
- 7000 through 7200 block of Amherst
- 7000 through 7200 block of Tulane
- 6200 through 6300 block of Cabanne, and
- 6200 through 6300 block of North Drive

Typically, residents are allowed to set a limited number of bulky items out the weekend before a scheduled collection. But this is not a typical collection and based on the circumstances residents were encouraged to set all of their damaged items out at the curb even though they knew, based on the volume, that it was going to take an additional amount of time to complete. The bottom line is that staff is moving as quickly as they can to get everything collected and at this time he does not have an estimate for when that will occur.

Councilmember Smotherson stated on Thursday the flood caused everyone's trashcans on Purdue and Waldron to be washed away, dumping trash everywhere, but by Friday all of that trash had been removed. So, he has personally seen the exceptional work being performed by staff and would like to thank them for all of their efforts.

Councilmember Cusick posed the following questions to Mr. Rose:

Q. How many dwellings have been condemned?

A. Approximately 207 single-family and multi-family units.

Q. My home is among those that were condemned and the letter advising me of that condemnation states that I have until October 5th to make all of the necessary repairs. However, eight weeks may not be enough time, especially since it has been extremely difficult to secure a contractor. So, what are the options available for homeowners who find themselves in this situation?

A. Our inspectors understand that residents were severely impacted and recognize the various socio-economic factors associated with their ability to make timely repairs. And hopefully, residents understand that it is not their desire to condemn anyone's home because they do understand the impact it will have on families. So, each condemnation will be dealt with on a case-by-case basis with the intent of working with residents in whatever way they can to help them bring their homes back into compliance.

Q. Once the repairs are made should homeowners contact the inspector to schedule an inspection?

A. Yes.

Q. Are the inspections currently being conducted on a timely basis?

A. As of Friday, I was informed that there were no significant backlogs.

Q. Did you say that the City would be waiving inspection and permit fees for 90 days?

A. That is correct. The initial thought was that most dwellings would be back in compliance within that timeframe, but if not, he may have to ask Council to approve extending that 90-day period.

Q. The Commission on Stormwater issues has obtained the necessary GPS equipment to measure the flood levels and determine exactly how much flooding occurred. So, will the City be working with this Commission to prepare a final report on this event?

A. I was aware that the Commission was taking measurements and if there is a desire for staff to work with them and create a final report they would be happy to do so.

Q. What does the President's action mean for people that do not have flood insurance or are underinsured?

A. The Flooding Declaration is the first step towards accessing the flow of federal funding for both underinsured and noninsured residents, as well as the City. However, in addition to working with the designated federal agencies, it might be wise to ask for assistance from the City's federal delegation to help expedite the availability of those funds.

Councilmember Hales stated as recently as today, he noticed that some folks on Vernon had just started to set their bulky items out on the curb. So, there may be a need for staff to circle back through some of those blocks that have already been completed.

Mr. Rose stated once staff has finished their initial run an examination will be conducted to determine if and when another collection should be scheduled to pick up any remaining items.

Councilmember Klein stated a lot of residents are concerned about putting money back into their homes when they might be eligible for a buy-out. It took three years to accomplish buy-outs after the last flood, so she was wondering if there was any way these homes could at least be identified sooner? Mr. Rose stated currently the City does not have a buy-out program. But if Council would like to establish such a program staff could work with MSD, FEMA, SEMA, and the Army Corps of Engineers to determine the potential for creating one.

Councilmember Clay stated he attended the multi-agency meeting conducted at Centennial Commons and could plainly see the amount of preparation that was necessary to accommodate this extremely large throng of people. So, while this is only one instance, he would like to echo his colleague's appreciation for the work being performed by staff. He stated there has also been some clamoring from folks interested in donating or volunteering to help in these cleanup efforts, and while he understands that the City certainly does not have the capacity to lead in the coordination of these efforts, he does think there is a role that it can play.

Councilmember McMahon asked whether staff was able to capture a percentage of the 300 homes that were damaged by either the flood or a sewer backup? Because having a clear picture might help to impress the need for MSD's continued efforts on Project Clear, which does not appear to have updated some of the overflows projected to be completed in this area since 2020. Mr. Rose stated none of the 300 homes includes backups. What that number reflects are the homes that needed to be inspected to determine if they were still habitable because of the severe damage they sustained. Councilmember McMahon stated moving forward it might be important to make sure that the City is clear when communicating about what actually took place with respect to flooding vs. a sewer backup since the correct terminology will be vital when folks are dealing with these federal agencies. Mr. Rose stated staff is encouraging everyone who sustained damage to file a claim with the United Way to ensure they gain access to any funding available for repairs and reimbursement. And from a financial perspective, this process will also give the City a better picture of the total devastation.

Councilmember McMahon stated his home was condemned after a fire and his family was displaced for over a year. So, to offer a little hope to Councilmember Cusick, in his case, there were no hard and fast deadlines. In fact, the City inspectors were great when it came to working with their contractors and extending the deadlines until they were able to move back in.

Mr. Rose stated these comments validate his decision to recommend changing the division's name from Code Enforcement to Code Compliance because he believes it represents the City's approach to establishing a partnership with its residents to achieve compliance rather than enforcement of the Code.

O. COUNCIL COMMENTS

Councilmember Cusick stated what he would like everyone impacted by these floods to know is that the homes of several members of this Council were also flooded. So, they are not only with its residents in thoughts but are personally experiencing these same frustrations. He stated his frustrations are targeted more at the Army Corps of Engineers and MSD; the two agencies that could have something to do with the continual problems associated with the River Des Peres yet have done nothing to correct them. Because as the Mayor stated, this unrelenting flooding is a regional issue that must be addressed at a regional level.

Underneath portions of the river are numerous stormwater tunnels and manhole covers where wastewater mixes with rainwater runoff. MSD has failed to repair or replace these covers which exacerbates these problems when the comingling of this water occurs during flooding events. There is also bank erosion, which MSD has done nothing to address. On its own, U City does not have the funds to make the necessary repairs, but even if it did, they are restricted by MSD's control of these areas because any projects designed to repair this erosion must first be approved by MSD.

Once again, the City asked the Army Corps of Engineers to conduct a study of the River to see what could be done; this is roughly the ninth study since 1966. They proposed to build a detention basin in Olivette to prevent some of the flooding, even though they had no idea exactly how much water the basin would hold. Next, they proposed floodproofing or elevating homes. However, if the City elected this option every resident in these designated areas would be mandated to participate; meaning that they would have to permanently relinquish their basements. And they weren't even sure if every home could be elevated high enough to have an impact. They said buy-outs wouldn't work because the return on investment would be too high to make it worth their while.

And today, a resident sent me a picture of a huge tree in the river that has been reported on numerous occasions that no one has bothered to remove.

Councilmember Cusick stated although none of the things he mentioned could have prevented the flooding, they would have mitigated some of the damage. Therefore, this lack of leadership from both organizations and their unwillingness to assist the residents of U City has prompted him to make the following recommendations:

- That Council take immediate action to discuss and hopefully develop a Buy-Out Program, and
- That Council initiates discussions to determine who has control of the River Des Peres and what can be done to pressure the responsible party/parties to come up with a regional solution that would help to alleviate some of this massive flooding.

Councilmember Cusick thanked everyone who volunteered their time, energy, and money to support those affected by this event and the individuals responsible for implementing the CODE-RED System, which provided an early warning to residents about the potential for floods. Please make sure that you are signed up to receive this very important notification.

Mayor Crow stated he agrees that going forward, U City must find a new course of action to address this regional problem.

Councilmember Smotherson stated he supports Councilmember Cusick's recommendation related to buy-outs because, in his opinion, there are specific issues associated with an apartment complex in his Ward that could hold the answers to some of these issues with flooding.

And just so this does not come as a surprise, he wanted to inform Mr. Rose that there may be an upcoming request from some of his neighbors to convene a forum with MSD to explain why all of the work they performed on certain streets had little or no impact during the floods.

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

Roll Call Vote Was:

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

Nays: None.

Q. ADJOURNMENT

Mayor Crow closed the Regular City Council meeting at 8:01 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an Open Session at 8:37 p.m.

LaRette Reese,
City Clerk, MRCC

LaRette Reese

From: Mary Waters <marywaters314@gmail.com>
Sent: Saturday, August 6, 2022 9:44 AM
To: Council Comments Shared
Subject: Comment for August 8th Meeting

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

Mary Waters

753 W Canterbury Rd, Apt C

U City, MO 63132-4536

In light of the recent STL Public Radio report (link: <https://news.stlpublicradio.org/show/st-louis-on-the-air/2022-08-05/eminant-domain-looms-over-university-city-residents-as-costco-nears-completion>) concerning the use of eminent domain in the CostCo development, I wanted to write the council to insist that we allow the homeowners to negotiate whatever price seems fair to them, and *not* use eminent domain. If you think that *CostCo* can't afford to pay what our neighbors want, that sets up our local government for getting walked all over by every single future land developer who comes in and starts balking about the price when it's too late to feasibly back out. I don't care *how* much the owners want for their houses: we destroyed that neighborhood and community, and we lied and told ourselves it was all about giving tax revenue to the 3rd ward (that's never how these things work out); these homeowners deserve more than just the cost of the house. It was a mistake, but we're already here, no turning back now. But let's not make things even worse by stealing the houses from our own residents.

Thank you.

--
--

Mary Waters

Jerrold Tiers

7345 Chamberlain

I would urge the Council to authorize another round of buyouts for often-flooded properties. I believe that some on the Council certainly agree with me on this, as they, or their near neighbors, have also been affected directly, some multiple times in recent years.

The buyout properties should be identified as quickly as possible, to relieve the owners of uncertainty. Many of the flooded properties have been condemned, some may be unrepairable. These folks need to know whether they will be bought out, in order to know what to do. The properties have poor sale prospects otherwise, and any private sale would simply bring others in to suffer future flooding.

It is only right that the City should buy out those properties as was done before. It is unreasonable that these residents should only have the option of abandoning their unsaleable homes or rebuilding where they will be flooded again. They need to have certainty of what they can expect. They need it now.

This is now our second flood of the "100 year flood" areas within the past 15 years or so. And some properties have flooded more often than that. Some have apparently now been flooded twice in two weeks. It is clear that we can expect these floods more often.

I understand that the City is working with the Corps of Engineers on ways to mitigate these floods. It does not seem that any practical retention ponds, or intentional overflow areas, can help with the sort of flood which just happened, or even the lesser flooding due to Hurricane Ike.

And flow improvements are not the answer. If you need proof of the Corps of Engineers assertion that improving the channel will make it worse for those downstream, I refer you to the picture on the front page of the Post-Dispatch from July 31. You will see that despite all the flooding and flow restrictions upstream in U City, the River des Peres flooded where it comes out of the tunnels south of Manchester Road. If "our" water had all flowed down freely, that area could have had even worse flooding.

Buyouts appear to be really the only answer for at least the worst areas. Our "100 year flood zones" have become "20 year flood zones", and the 500 year flood zones are looking more like 50 year flood zones. We should not expect these conditions to improve anytime soon.

Buyouts may not be what we want to do now. They may not be convenient to do now. They may not be easy to do now. But they are what we should do now.

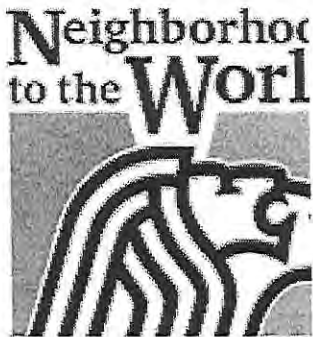
At least the condemned owner-occupied properties, and those in the most often flooded portions of the 100 year flood zones, should be bought out as soon as possible to relieve the owners of unsaleable and unusable properties.

Residents, your constituents, your neighbors, are awaiting your action.

Thank you.

From: Tom Sullivan <tsullivan@sullivanadvco.com>
Sent: Monday, August 8, 2022 11:45 AM
To: Council Comments Shared
Subject: Council Comments, Aug. 8, 2022

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



August 8, 2022

COMMENTS FROM TOM SULLIVAN
751 SYRACUSE AVENUE
UNIVERSITY CITY, MO 63130
(Comments not on any agenda item.)

The many flood victims who feel they have been neglected by their University City government will be even more upset to learn the city wants to give away millions of dollars to a developer who is good buddies with city government. University City with Terry Crow as Mayor is more resembling St. Louis County government when Steve Stenger was County Executive.

The multi-million giveaway comes after \$70 million was given for the Costco project, which destroyed a large part of the western end of the city. In addition, University City's historic City Hall is being dismantled with a \$22 million project that makes no sense.

The Loop and the eastern end of the city continues to be neglected. It was recently the 5th anniversary of the closing of Cicero's. The space has been vacant ever since. The old Bread Company space has been vacant just as long. Both left big holes in the Loop.

The Leland to Kingsland part of the Loop used to be pretty busy at lunch time, especially on Fridays. No more. There continues to be numerous vacant spaces in the Loop.

University City will continue its decline faster due to the flooding. It will cause a loss of more residents and fewer people will want to move to the city due to all the bad publicity. Parts of the city look like a war zone.

Of course, it also doesn't help that University City Public Schools are the among the worst in the area and crime continues to rise. Not long ago, a woman was carjacked on Heman by two guys with guns -- at 2:30 in the afternoon!

Thank you for considering my comments.

SPECIAL MEETING OF THE CITY COUNCIL
University City, Missouri 63130
VIA VIDEOCONFERENCE
Monday, August 22, 2022
5:30 p.m.

A. MEETING CALLED TO ORDER

At the Special Session of the City Council of University City held via Videoconference, on Monday, August 22, 2022, Mayor Terry Crow called the meeting to order at 5:30 p.m.

B. ROLL CALL

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

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

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

C. APPROVAL OF AGENDA

Mayor Crow noted that Mr. Rose had requested that Item J (2), the ratification of emergency purchases be moved from the Consent Agenda to the City Manager's Report.

Councilmember Hales moved to approve the Agenda as amended, it was seconded by Councilmember Clay, and the motion carried unanimously.

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

D. PROCLAMATION - none

E. APPROVAL OF MINUTES - none

F. APPOINTMENTS TO BOARDS AND COMMISSIONS - none

G. SWEARING IN TO BOARDS AND COMMISSIONS - none

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.*

*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.*

Mayor Crow acknowledged the written comments had been received by members of Council and he thanked the citizens that had provided comments. He stated everyone is looking forward to meeting in person soon.

I. PUBLIC HEARINGS – none

J. CONSENT AGENDA

1. Canton Phase II Engineering Services Contract
2. Ratification of Emergency Purchases due to Flooding (2nd) - (*moved to City Manager's Report*)

Councilmember Smotherson moved to approve item #1 of the Consent Agenda, it was seconded by Councilmember Cusick.

Voice vote on Councilmember Smothers' motion carried unanimously.

K. CITY MANAGER'S REPORT (vote required) – none

1. Ratification of Emergency Purchases due to Flooding (2nd)

Mr. Rose stated that University City was severely impacted by the historic rain levels which resulted in major flooding on July 26 and July 28, 2022. To allow impacted residents to remove damaged items and materials from their homes, staff started the cleanup efforts on August 1, 2022. Bulky item pickup in the most severely impacted areas of the city has been completed, and staff is making good progress towards completion of removing all damaged materials. We're on schedule to complete the initial pickups in about two weeks. As today, we have completed all of the east area and are about 75% complete in the central area. The west area should start sooner than we had anticipated.

Based upon the volume of materials to be removed and the number of resources available, staff and the other municipalities that aided us is to be commended for their hard work to clean up our community. A special thank you to the City of Richmond Heights, who not only assisting with clean up efforts but who has agreed to allow our Centennial Commons members to use their facilities while Centennial Commons is being restored. Our members just need to show their membership card. Mr. Rose thanked Mayor Crow for his assistance in this arrangement.

Mr. Rose shared that he met with a representative from FEMA earlier in the day and have been in contract with FEMA on all levels trying to ensure that we provide residents with good information and assess regarding the services that FEMS provides. We also want to ensure FEMA understands the damages that the City has incurred as a result of the flooding and that we work through their process for reimbursement when appropriate. We are working closely with FEMA and our insurance company as multiple claims have been filed for reimbursement for equipment and damages to the facilities.

Mr. Rose stated the emergency ratification item was removed from the consent agenda to allow Interim Public Works Director, Darren Dunkle, to make your aware of changes. Mr. Dunkle stated the due to market conditions around supply and demand, storage and availability of computer chips for vehicles things are continually changing. Since the vehicle list contained in the packet, several vehicles are no longer available. You almost need cash in hand because deals will not hold anything due to the high demands in the market. We lost out on 5 trucks that were listed in the packet, we were able to locate 2 replacement trucks and we are moving forward to secure. We are moving forward with the purchase of (3) One Ton Dump Trucks and going through the process for the mowers etc. We are working to do due diligence and trying move quickly on theses purchases. This is what we've identified at this time. Some vehicles initially looked like they were working but after driving a day or so, damages are determined, or they completed die completely. We will continue to monitor and evaluate and work to find replacement purchases.

Mr. Dunkle stated without the assistances and efforts of Maryland Heights, Clayton, Ladue, Olivette, Chesterfield and Ellisville we could not have gotten through the bulk pickup as our dump truck and other pickup trucks were damaged in the flood. These municipalities have helped over the past three weeks and will be heading back to their normal responsibilities after this week.

We are also leasing equipment on short-term bases to get through this process.

Mr. Rose stated for clarification, we are asking for approval to purchase 2 pickup trucks, one F-150 for approximately \$42,000 and one Chevy Silverado for approximately \$43,000. The dump trucks listed on the ratification list will remain. The F-250 Super Cab Long Bed 4WD, F-250 Crew Cab Long Bed 2WD, F-250 Super Duty Regular Cab Long Bed 4WD, Chevy Pickup Truck K2500, GMC Pickup Truck K2500 HD should be removed from this list. The mowers and everything else on the can remain. There will be an additional charge for about \$13,000 for the addition of a cab to the mower that we also use for snow plowing and spare tires.

Councilmember Clay moved to amend emergency purchase list by removing the five items listed below and adding the two trucks listed below. It was seconded by Councilmember Hales.

Remove:

| | |
|---|-----------|
| F-250 Super Cab Long Bed 4WD | 48,975.00 |
| F-250 Crew Cab Long Bed 2WD | 46,390.00 |
| F-250 Super Duty Regular Cab Long Bed 4WD | 46,430.00 |
| Chevy Pickup Truck K2500 | 54,097.00 |
| GMC Pickup Truck K2500 HD | 54,234.00 |

Additions:

| | |
|------------------------------|-----------|
| Ford F-150 Pickup Truck | 42,700.00 |
| Chevy Silverado Pickup Truck | 45,200.00 |

Councilmember Smotherson asked Mr. Rose to please send Council the updated list reflecting these changes. Mr. Rose said he would.

Councilmember Hales asked what are the 2 new pickups that have been located? Mr. Dunkle stated one is the Ford F-150 and the other is a Chevy Silverado.

Voice vote on Councilmember Clay's motion carried unanimously.

Councilmember Clay moved to approve the emergency purchase as amended, it was seconded by Councilmember Cusick, and the motion carried unanimously.

L. UNFINISHED BUSINESS – none

M. NEW BUSINESS– none
Resolutions (vote required)

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. COUNCIL COMMENTS

Councilmember Cusick reminded everyone of the importance of going the FEMA website if you were affected in any matter by the rainwater, over land flooding or sew backup. Everyone affected should be get listed with FEMA to they are aware of all flooding regardless of the type of flooding. FEMA has indicated that they need to know the extend of all the damages throughout University City from stormwater, runover or sewer backups.

Please go to the website: <https://www.fema.gov/> to complete an application. They may not be able to help everyone financially but it's better to find out if you're eligible for any benefits.

Mayor Crow shared that idea for going to Richmond Heights for use of their recreation facilities came from a resident. We may have helped it along, but someone else came up the idea.

P. ADJOURNMENT

Councilmember Cusick moved to approve to adjourn the meeting, it was seconded by Councilmember Clay, and the motion carried unanimously.

Mayor Crow adjourned the Regular Session at 5:49 p.m.

LaRette Reese,
City Clerk, MRCC

DRAFT



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

| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | PH20220912-01 |
|---|----------------------|

| | | | |
|---|---------------------------------|--|--|
| SUBJECT/TITLE: Public Hearing for TXT 22-02. | | | |
| REQUESTED BY: John L. Wagner | | DEPARTMENT / WARD Planning and Development | |
| AGENDA SECTION: Public Hearing | CAN ITEM BE RESCHEDULED? | | |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: N/A | | | |
| FISCAL IMPACT: N/A | | | |
| AMOUNT: | | ACCOUNT No.: | |
| FROM FUND: | | TO FUND: | |
| EXPLANATION: Public Hearing for TXT 22-02, an application for a Zoning Code Text Amendment to amend the Schedule of Off-Street Parking Spaces, §400.2140 of the City's Zoning Ordinance, adding a new category for retail stores over 45,000 square-feet in floor area. | | | |

| |
|---|
| STAFF COMMENTS AND BACKGROUND INFORMATION: |
| |

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: Copy of notice published in the St. Louis Countian. | |

| | | | |
|-------------------------------------|----------------------------|----------------------|--------------------|
| LIST CITY COUNCIL GOALS (S): | | | |
| | | | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregroy Rose | MEETING DATE: | September 12, 2022 |

Missouri Lawyers Media

Missouri Lawyers Weekly, St Louis Daily Record, St Charles Business Record The Countian (St Louis, Jefferson), The Daily Record and LAN

319 N Fourth Street, 5th Floor
St. Louis, MO 63102
1 (314) 421-1880
www.molawyersmedia.com

COPY FOR YOUR RECORDS ONLY, NOT AN INVOICE OR AFFIDAVIT OF PUBLICATION

John Wagner
University City, City Of
6801 Delmar Blvd
St. Louis, MO 63130-3104

Notice of Public Hearing
(Case Number: TXT 22-02)

Notice is hereby given that the City Council of University City will hold a public hearing on **Monday September 12, 2022, in the 5th Floor Council Chambers of City Hall, 6801 Delmar Boulevard**, to consider TXT 22-02, an application for a Zoning Code Text Amendment to amend the Schedule of Off-Street Parking Spaces, §400.2140 of the City's Zoning Ordinance, adding a new category for retail stores over 45,000 square-feet in floor area. Please contact John Wagner, Director of Planning and Development, at jwagner@ucitymo.org or call 314-505-8501 with questions about the proposed petition. All interested parties are invited to attend.
12150283 County Aug. 28, 2022

Please Read Carefully

Missouri Lawyers Media is not responsible for errors or omissions after the First Run Date. If any errors, contact 1 (314) 421-1880. Attorneys placing legal advertisements are responsible for payment of same.

| | |
|---------------------|---|
| PO # | |
| Order # | 12150283 |
| Placement | Countian St. Louis (MO) Government Hearings and Minutes |
| Schedule | 8/28/2022 - 8/28/2022 |
| # of Times | 1 inserts |
| Base Charge* | 25.52 |
| Add'l Charges/Disc* | 0.00 |
| Payment Amount | 0.00 |
| TOTAL: | 25.52 |
| (Not an Invoice) | |

ORDER KEYWORDS:

NOTICE OF PUBLIC HEARING
(CASE NUMBER: TXT 22-02) NOTICE
IS HEREBY GIVEN THAT THE CITY
COUNCIL OF UNIVERSITY CITY
WILL HOLD A PUBLIC HEARING ON
MONDAY SEPTEMBER 12, 2022, IN
THE 5TH FLOOR COUNCIL
CHAMBERS OF CITY HALL, 6801
DELMAR BOULEVARD, TO
CONSIDER

| | |
|------------------|---------|
| Anchor Rate: | \$25.52 |
| Subsequent Rate: | \$0.00 |

***Changes to this order may result in pricing changes.**



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

| | |
|--------------------------------------|---------------|
| NUMBER: <i>For City Clerk Use</i> | CA20220912-01 |
|--------------------------------------|---------------|

SUBJECT/TITLE:
Ratification of Emergency Purchases due to Flooding

| | |
|--|---|
| REQUESTED BY: Keith Cole - Director of Finance | DEPARTMENT / WARD Finance / All |
|--|---|

| | |
|-----------------------------------|---------------------------------------|
| AGENDA SECTION: Consent | CAN ITEM BE RESCHEDULED? No |
|-----------------------------------|---------------------------------------|

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
The City Manager is recommending the ratification of the emergency purchases approved by the City Manager as a result of the flood which occurred in our City.

FISCAL IMPACT:
Current fiscal impact is \$205,362.20, Parks Trash Truck. Funds will come from Parks Stormwater Sales Tax Fund Reserves. Current fiscal impact: John Deere Mowers & Tractor - \$129,884.42; Chevy Silverado 2500HD (5) - \$271,570.00. Funds to come from General Fund Reserves.

| | |
|--------------------------------|---------------------|
| AMOUNT: \$606,816.62 | ACCOUNT No.: |
|--------------------------------|---------------------|

| | |
|-------------------|-----------------|
| FROM FUND: | TO FUND: |
|-------------------|-----------------|

EXPLANATION:
Due to the ramifications from the flood, the need to use the "Emergency Purchases" option is deemed appropriate at this time. See Agenda Item - Addendum for the list of requested immediate purchases. Currently, these are the known emergency purchases, however, there may be additional emergency purchases in the months to come.

STAFF COMMENTS AND BACKGROUND INFORMATION:
Emergency Purchase: The purchase of supplies and/or services whose immediate procurement is essential to protect life or property. Emergency orders must be kept to a minimum. Department Directors are authorized to make emergency purchases, provided that where possible, prior approval of the Purchasing Agent shall be obtained. If, in the judgment of the Department Director, an emergency is of such nature that it is inadvisable to delay the purchase until approval of the Purchasing Agent or City Manager can be obtained, the Department Director shall submit to the Purchasing Agent a written report advising of the emergency purchase and outlining the reasons it was not practical to obtain prior approval.

| | |
|----------------|--|
| CIP No. | |
|----------------|--|

RELATED ITEMS / ATTACHMENTS:

- Council Meeting Agenda Item - Addendum 09.12.22
- Parks Refuse (Trash) Truck
- Dodge Ram 2500 Invoices (2)
- John Deere Invoices
- Chevy Silverado 2500HD Invoices (5)

LIST CITY COUNCIL GOALS (5):

| | |
|--|--|
| RESPECTFULLY SUBMITTED: City Manager, Gregory Rose | MEETING DATE: September 12, 2022 |
|--|--|

City of University City Council Meeting
 Agenda Item - Addendum (September 12, 2022)

Subject/Title:
 Ratification of Emergency Purchases due to Flooding

| Description | Amount | New Costs | Original Costs |
|---|------------|--------------|-------------------|
| Leach 8 Cubic Yard Mini Rear Curved Rear Load Refuse (Trash) Truck | 205,362.20 | | |
| Dodge Ram 2500 Pickup Trucks 4x4 Crew Cab 8ft bd | 51,740.00 | | |
| Dodge Ram 2500 Pickup Trucks 4x4 Crew Cab 8ft bd | 51,740.00 | | |
| Compact Utility Tractor with Backhoe Attachment | 3,295.60 | 54,534.65 | 51,239.05 |
| John Deere Z930M Ztrak Front End Mowers (2) - Street Dept; John Deere Z960M Ztrak Front End Mowers (3) - Parks Dept | 1,522.96 | 63,277.56 | 61,754.60 |
| John Deere 1570 Terrain Cut Front End Mowers with Snow Blade (2) | 14,469.75 | 75,536.66 | 61,066.91 |
| John Deere W48R Walk Behind Mowers (Deleted) | - | (13,088.46) | 13,088.46 |
| John Deere W48R Commercial Walk Behind Mower | 7,116.11 | | |
| Chevy Silverado 2500HD - Parks | 52,514.00 | | |
| Chevy Silverado 2500HD - Parks / Service Truck | 60,314.00 | | |
| Chevy Silverado 2500HD - Parks | 52,914.00 | | |
| Chevy Silverado 2500HD - Streets | 52,914.00 | | |
| Chevy Silverado 2500HD - Streets | 52,914.00 | | |
| | 606,816.62 | | |



MEMORANDUM

TO: Mr. Gregory Rose, City Manager

FROM: Darren Dunkle, Director of Parks, Recreation and Forestry
Acting Director of Public Works

DATE: August 30, 2022

SUBJECT: Parks Trash Truck – Emergency Purchase

I am following up on our conversation regarding the emergency replacements of vehicles and equipment that were lost in the storm event that took place on July 26th and 28th.

As you are aware, staff has been contacting vendors across the area to seek out the availability of vehicles and equipment. In doing so, we have been able to locate a trash truck from Key Equipment & Supply Company through a cooperative purchasing agreement with Sourcewell in the amount of \$205,362.20 to replace the Parks Trash Truck that was lost. This trash truck would not only serve the Parks Department but could also be used as a back up to assist Solid Waste in the pickup of alley's and trash containers throughout the city.

If we are to agree to the purchase today, we would be able to receive the truck by January 2, 2023, if not, we would not be able to receive a truck until October of 2023. Accordingly, I request your approval in the emergency purchase of the trash truck from Key Equipment & Supply Company in the amount of \$205,362.20.

If you have any questions or need additional information, please let me know.

Approved


*Purchased From:
Parks / Stormwater Fund*



Corporate Office
P.O. Box 2007
Maryland Heights, MO 63043
314-298-8330

Branch Office
P.O. Box 11035
Kansas City, KS 66111
913-371-8260

Branch Office
1315 Ottis St.
Springfield, IL 62703
217-313-7408

August 22, 2022

City of University City
Attn: Mr. Tom Brushwood Fleet Manager
Mr. Todd Strubhart
1015 Pennsylvania Ave
University City, MO 63130



Re: Leach Mini Rear Loader
Sourcewell Contract#: 091219-LEG

Gentlemen,

On behalf of Key Equipment & Supply Co., I would like to thank you for the opportunity to supply a Sourcewell Proposal to the City of University City for a new Leach Mini Rear Loader 8 Cubic Yard Rear Load refuse compaction body.

This Trash Truck is to replace the Park Department truck, truck number 69, due to Flood damage and unrepairable truck.

Leach 8 Cubic Yard Mini Rear Curved Shell Body Rear Load Refuse Packer Body including the following standard features:

- 1.5 C.Y. hopper (Mini), 2.2 C.Y. hopper (MR)
- Flat floor design
- Street side access door with hydraulic system shutdown interlock
- Hot Shift Power Take-Off (PTO)
- Married Gear pump
- Overspeed protection on pump (programming of Allison transmission)
- Engine speed-up at 1200 RPM
- Pump overspeed protection at 1600 RPM
- Engine speed-up : Automatic with Pack Cycle + Manual push buttons
- Telescopic ejection cylinder
- UHMW carrier shoes
- Driver Signal buttons on each side of tailgate
- Manual tailgate latches
- Adjustable riding steps w/grab handles both sides of tailgate
- Circuit breakers with manual reset
- 5 lbs fire extinguisher, first aid kit & triangle kit
- Safety vests (3)

Zinc-plated hydraulic tubing
 ANSI Z245.1-2012 compliant
 Body blasted with steel grit
 Marine rust inhibitor treatment on body
 Warranty on Body & Hydraulics: 1 Year

Plus, the following Additional Enhancements:

Married pump and Chelsea PTO
 Hardox 450 tailgate hopper bottom and sides upgrade
 Commercial Container Push Bar-Latch and Ears
 Park Can Cart Tipper
 High Pressure Hyd Filter
 Lights: (2) Oval Strobe LED – Flush Mounted Tailgate Upper Light Panel
 Light: (1) Rotating Amber Beacon w/Guard – LH Top of Tailgate
 Light: (1) Hopper Flush Mount LED
 Zone Defense Camera System
 Body painted White
 Latch & Ears - 9,000 lbs
 Mounting Sills

Pricing:

| | |
|--|-----------------------------|
| 2022 Leach Mini Rear 8 yard Body Price: | \$ 200,080.00 |
| Sourcewell Discount 51%: | <u>\$ 102,040.80</u> |
| Total net Body: | \$ 98,039.20 |
| Steel Surcharge: | <u>\$ 4,600.00</u> |
| Total Net: | \$ 102,639.20 |
| Freight from Canada: | \$ 6,500.00 |
| PDI, and Training: | <u>\$ 3,400.00</u> |
| 2023 Freightliner M2 106: | <u>\$ 92,824.00</u> |
| Total invoice: | \$ 205,362.20 |

Please remember this is just the body, truck is not included.

***Includes, installation, freight, and delivery
 Pricing good for 15 days from date of proposal**

Thank you for your consideration of Key Equipment & Supply Co. and the Labrie Environmental Group. If you have any questions, or need any further information, please do not hesitate to contact me at 314-616-9617 or kfoppe@keyequipment.com. It is a pleasure assisting with your refuse equipment needs.

Respectfully,

Kevin Foppe

Kevin Foppe
Territory Manager
Key Equipment & Supply Co.



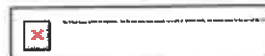
*Sample Photo



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 E-Mail:
 swodzinski@transchicago.com

SPECIFICATION PROPOSAL

| Data Code | Description | Weight Front | Weight Rear |
|------------------------------|---|-----------------|----------------|
| Vehicle Configuration | | | |
| 001-172 | M2 106 CONVENTIONAL CHASSIS | 5,709 | 3,450 |
| 004-223 | 2023 MODEL YEAR SPECIFIED | | |
| 002-004 | SET BACK AXLE - TRUCK | | |
| 019-002 | STRAIGHT TRUCK PROVISION | | |
| 003-001 | LH PRIMARY STEERING LOCATION | | |
| General Service | | | |
| AA1-002 | TRUCK CONFIGURATION | | |
| AA6-002 | DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES) | | |
| A85-001 | REFUSE SERVICE | | |
| A84-1SA | SANITATION BUSINESS SEGMENT | | |
| AA4-003 | DRY BULK COMMODITY | | |
| AA5-002 | TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS | | |
| AB1-008 | MAXIMUM 8% EXPECTED GRADE | | |
| AB5-001 | SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE | | |
| 995-091 | MEDIUM TRUCK WARRANTY | | |
| A66-99D | EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs | | |
| A68-99D | EXPECTED REAR DRIVE AXLE(S) LOAD : 20000.0 lbs | | |
| A63-99D | EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 30000.0 lbs | | |
| Truck Service | | | |
| AA3-061 | REFUSE, SIDE LOAD OR REAR PACKER BODY - UNLOADS IN A LANDFILL | | |
| AF3-120 | LABRIE AND ENVIROQUIP GROUP/LEACH/WITTKE/PENPAC | | |





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| Data Code | Description | Weight Front | Weight Rear |
|------------------------------|--|--------------|-------------|
| AF7-99D | EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in | | |
| Engine | | | |
| 101-3EW | CUM L9 260 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM, REFUSE | 640 | 30 |
| Electronic Parameters | | | |
| 79A-065 | 65 MPH ROAD SPEED LIMIT | | |
| 79B-000 | CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT | | |
| 79M-001 | PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED | | |
| 79P-007 | PTO RPM WITH CRUISE SET SWITCH - 1100 RPM | | |
| 79Q-007 | PTO RPM WITH CRUISE RESUME SWITCH - 1100 RPM | | |
| 79S-001 | PTO MODE CANCEL VEHICLE SPEED - 5 MPH | | |
| 79U-007 | PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND | | |
| 79V-001 | FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY | | |
| 80G-002 | PTO MINIMUM RPM - 700 | | |
| 80J-002 | REGEN INHIBIT SPEED THRESHOLD - 5 MPH | | |
| Engine Equipment | | | |
| 99C-021 | 2010 EPA/CARB/GHG21 CONFIGURATION | | |
| 99D-010 | NO 2008 CARB EMISSION CERTIFICATION | | |
| 13E-001 | STANDARD OIL PAN | | |
| 105-001 | ENGINE MOUNTED OIL CHECK AND FILL | | |
| 014-1B5 | SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED | | |
| 124-1D7 | DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE | | |
| 292-235 | (2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES | 10 | |
| 290-017 | BATTERY BOX FRAME MOUNTED | | |
| 281-001 | STANDARD BATTERY JUMPERS | | |
| 282-001 | SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB | | |
| 291-017 | WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN | | |
| 289-001 | NON-POLISHED BATTERY BOX COVER | | |





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| Data Code | Description | Weight Front | Weight Rear |
|-----------|---|--------------|-------------|
| 87P-001 | CAB AUXILIARY POWER CABLE | 5 | |
| 293-058 | POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT | 2 | |
| 107-032 | CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE | | |
| 108-002 | STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR | | |
| 131-013 | AIR COMPRESSOR DISCHARGE LINE | | |
| 152-041 | ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM | | |
| 128-076 | CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF | 20 | |
| 016-1C2 | RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE | 30 | 25 |
| 28F-002 | ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH | | |
| 239-038 | 11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT | | |
| 237-1CR | RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP | | |
| 23U-001 | 6 GALLON DIESEL EXHAUST FLUID TANK | | |
| 30N-003 | 100 PERCENT DIESEL EXHAUST FLUID FILL | | |
| 43X-002 | LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION | | |
| 23Y-002 | DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK | | |
| 43Y-001 | STANDARD DIESEL EXHAUST FLUID TANK CAP | | |
| 242-011 | ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S) | | |
| 273-058 | AIR POWERED ON/OFF ENGINE FAN CLUTCH | | |
| 276-001 | AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED | | |
| 110-003 | CUMMINS SPIN ON FUEL FILTER | | |
| 118-008 | COMBINATION FULL FLOW/BYPASS OIL FILTER | | |
| 266-101 | 900 SQUARE INCH ALUMINUM RADIATOR | 15 | |
| 103-039 | ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT | | |
| 171-007 | GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT | | |





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| Data Code | Description | Weight Front | Weight Rear |
|-----------|--|--------------|-------------|
| 172-001 | CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES | | |
| 270-016 | RADIATOR DRAIN VALVE | | |
| 168-002 | LOWER RADIATOR GUARD | | |
| 138-011 | PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER | 4 | |
| 140-053 | BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR | | |
| 134-001 | ALUMINUM FLYWHEEL HOUSING | | |
| 132-004 | ELECTRIC GRID AIR INTAKE WARMER | | |
| 155-058 | DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH | | |

Transmission

| | | | |
|---------|--|-----|----|
| 342-582 | ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION | 200 | 60 |
|---------|--|-----|----|

Transmission Equipment

| | | | |
|---------|---|--|--|
| 343-312 | ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS | | |
| 84B-013 | ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES | | |
| 84C-023 | PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY | | |
| 84D-023 | SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY | | |
| 84E-017 | S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY | | |
| 84F-016 | S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY | | |
| 84G-014 | 2200 RPM PRIMARY MODE SHIFT SPEED | | |
| 84H-014 | 2200 RPM SECONDARY MODE SHIFT SPEED | | |
| 84J-000 | ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | |
| 84K-000 | ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | |
| 84N-200 | FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED | | |





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 swodzinski@transchicago.com

| Data Code | Description | Weight Front | Weight Rear |
|-----------|--|--------------|-------------|
| 84U-000 | DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES | | |
| 353-067 | VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND BLUNT CUTS, AT BACK OF CAB | | |
| 34C-010 | ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR, BLUNT CUT, MOUNTED BETWEEN DRIVER AND PASSENGER SEATS | | |
| 362-158 | CUSTOMER INSTALLED MUNCIE CS10 SERIES PTO | | |
| 363-001 | PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON | | |
| 341-018 | MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN | | |
| 345-003 | PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED | | |
| 97G-004 | TRANSMISSION PROGNOSTICS - ENABLED 2013 | | |
| 370-015 | WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK | | |
| 346-003 | TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK | | |
| 35T-001 | SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT) | | |

Front Axle and Equipment

| | |
|---------|--|
| 400-1A5 | DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE |
| 402-020 | MERITOR 15X4 Q+ CAM FRONT BRAKES |
| 403-002 | NON-ASBESTOS FRONT BRAKE LINING |
| 419-001 | CAST IRON OUTBOARD FRONT BRAKE DRUMS |
| 409-006 | FRONT OIL SEALS |
| 408-001 | VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL |
| 416-022 | STANDARD SPINDLE NUTS FOR ALL AXLES |
| 405-002 | MERITOR AUTOMATIC FRONT SLACK ADJUSTERS |
| 536-050 | TRW THP-60 POWER STEERING |
| 539-003 | POWER STEERING PUMP |
| 534-015 | 2 QUART SEE THROUGH POWER STEERING RESERVOIR |
| 40T-002 | CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE |

Front Suspension

| | |
|---------|------------------------------------|
| 620-062 | 10,000# TAPERLEAF FRONT SUSPENSION |
|---------|------------------------------------|





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| Data Code | Description | Weight Front | Weight Rear |
|--------------------------------|---|--------------|-------------|
| 619-005 | MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION | | |
| 410-001 | FRONT SHOCK ABSORBERS | | |
| Rear Axle and Equipment | | | |
| 420-1G7 | DETROIT DA-RS-20.0-4 20,000# R-SERIES SINGLE REAR AXLE | | 10 |
| 421-410 | 4.10 REAR AXLE RATIO | | |
| 424-001 | IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING | | |
| 386-073 | MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES | -20 | -20 |
| 452-001 | DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE | | 20 |
| 878-018 | (1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE | | |
| 87B-004 | BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH | | |
| 423-020 | MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES | | |
| 433-002 | NON-ASBESTOS REAR BRAKE LINING | | |
| 434-012 | BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S) | | |
| 451-001 | CAST IRON OUTBOARD REAR BRAKE DRUMS | | |
| 440-006 | REAR OIL SEALS | | |
| 426-100 | WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS | | |
| 428-003 | HALDEX AUTOMATIC REAR SLACK ADJUSTERS | | |
| 41T-002 | CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE | | |
| Rear Suspension | | | |
| 622-002 | 20,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD | | 40 |
| 621-001 | SPRING SUSPENSION - NO AXLE SPACERS | | |
| 431-001 | STANDARD AXLE SEATS IN AXLE CLAMP GROUP | | |
| 623-005 | FORE/AFT CONTROL RODS | | |
| Brake System | | | |
| 018-002 | AIR BRAKE PACKAGE | | |
| 490-100 | WABCO 4S/4M ABS | | |
| 871-001 | REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES | | |





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| Data Code | Description | Weight Front | Weight Rear |
|------------------------------|---|--------------|-------------|
| 904-001 | FIBER BRAID PARKING BRAKE HOSE | | |
| 412-001 | STANDARD BRAKE SYSTEM VALVES | | |
| 46D-002 | STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM | | |
| 413-002 | STD U.S. FRONT BRAKE VALVE | | |
| 432-003 | RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE | | |
| 480-088 | WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER | | |
| 479-012 | AIR DRYER MOUNTED UNDER HOOD | | |
| 460-058 | STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION | | |
| 477-004 | PULL CABLES ON ALL AIR RESERVOIR(S) | | |
| Trailer Connections | | | |
| 335-004 | UPGRADED CHASSIS MULTIPLEXING UNIT | | |
| 32A-002 | UPGRADED BULKHEAD MULTIPLEXING UNIT | | |
| Wheelbase & Frame | | | |
| 545-357 | 3575MM (141 INCH) WHEELBASE | | |
| 546-101 | 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI | -190 | 160 |
| 547-001 | 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT | 70 | 320 |
| 552-021 | 1275MM (50 INCH) REAR FRAME OVERHANG | | |
| 55W-004 | FRAME OVERHANG RANGE: 41 INCH TO 50 INCH | 30 | -140 |
| AC8-99D | CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 75.2 in | | |
| AE8-99D | CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 72.2 in | | |
| AE4-99D | CALC'D FRAME LENGTH - OVERALL : 229.93 in | | |
| FSS-0LH | CALCULATED FRAME SPACE LH SIDE : 19.42 in | | |
| FSS-0RH | CALCULATED FRAME SPACE RH SIDE : 22.7 in | | |
| 553-001 | SQUARE END OF FRAME | | |
| 550-001 | FRONT CLOSING CROSSMEMBER | | |
| 559-003 | LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER | -12 | |
| 561-001 | STANDARD CROSSMEMBER BACK OF TRANSMISSION | | |
| 562-001 | STANDARD MIDSHIP #1 CROSSMEMBER(S) | | |
| 572-001 | STANDARD REARMOST CROSSMEMBER | | |
| 565-001 | STANDARD SUSPENSION CROSSMEMBER | | |





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| Data Code | Description | Weight Front | Weight Rear |
|--------------------------|---|--------------|-------------|
| Chassis Equipment | | | |
| 556-1AN | THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS | | |
| 558-001 | FRONT TOW HOOKS - FRAME MOUNTED | 15 | |
| 574-001 | BUMPER MOUNTING FOR SINGLE LICENSE PLATE | | |
| 586-024 | FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS | | |
| 551-007 | GRADE 8 THREADED HEX HEADED FRAME FASTENERS | | |
| Fuel Tanks | | | |
| 204-195 | 60 GALLON/227 LITER RECTANGULAR ALUMINUM FUEL TANK - LH | 30 | |
| 218-005 | RECTANGULAR FUEL TANK(S) | | |
| 215-005 | PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS | | |
| 212-007 | FUEL TANK(S) FORWARD | | |
| 664-001 | PLAIN STEP FINISH | | |
| 205-001 | FUEL TANK CAP(S) | | |
| 122-1H3 | DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR | -5 | |
| 216-020 | EQUIFLO INBOARD FUEL SYSTEM | | |
| 202-016 | HIGH TEMPERATURE REINFORCED NYLON FUEL LINE | | |
| Tires | | | |
| 093-1RJ | MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES | 100 | |
| 094-1RJ | MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL REAR TIRES | | 200 |
| Hubs | | | |
| 418-060 | CONMET PRESET PLUS PREMIUM IRON FRONT HUBS | | |
| 450-060 | CONMET PRESET PLUS PREMIUM IRON REAR HUBS | | |
| Wheels | | | |
| 502-445 | ACCURIDE 29300 22.5X9.00 10-HUB PILOT 6.38 INSET 5-HAND STEEL DISC FRONT WHEELS | 82 | |
| 505-445 | ACCURIDE 29300 22.5X9.00 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS | | 164 |
| 496-011 | FRONT WHEEL MOUNTING NUTS | | |
| 497-011 | REAR WHEEL MOUNTING NUTS | | |





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| Data Code | Description | Weight Front | Weight Rear |
|---------------------|---|--------------|-------------|
| Cab Exterior | | | |
| 829-071 | 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB | | |
| 650-008 | AIR CAB MOUNTING | | |
| 648-002 | NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE | | |
| 678-001 | LH AND RH GRAB HANDLES | | |
| 646-045 | MOLD-IN COLOR GRILLE | | |
| 65X-011 | MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE | | |
| 644-004 | FIBERGLASS HOOD | | |
| 727-066 | DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED | 8 | |
| 726-002 | DUAL ELECTRIC HORNS | | |
| 728-002 | DUAL HORN SHIELDS | | |
| 575-001 | REAR LICENSE PLATE MOUNT END OF FRAME | | |
| 312-043 | INTEGRAL HEADLIGHT/MARKER ASSEMBLY | | |
| 302-001 | (5) AMBER MARKER LIGHTS | | |
| 294-046 | OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME | | -5 |
| 300-015 | STANDARD FRONT TURN SIGNAL LAMPS | | |
| 744-1BC | DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE | | |
| 797-001 | DOOR MOUNTED MIRRORS | | |
| 796-001 | 102 INCH EQUIPMENT WIDTH | | |
| 743-204 | LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS | | |
| 74B-080 | RH AND LH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS | 8 | |
| 729-001 | STANDARD SIDE/REAR REFLECTORS | | |
| 768-043 | 63X14 INCH TINTED REAR WINDOW | | |
| 661-003 | TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS | | |
| 654-011 | RH AND LH ELECTRIC POWERED WINDOWS | 4 | |
| 663-013 | 1-PIECE SOLAR GREEN GLASS WINDSHIELD | | |
| 659-007 | 8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR | | |

Cab Interior





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| Data Code | Description | Weight Front | Weight Rear |
|-----------|--|--------------|-------------|
| 707-1AK | OPAL GRAY VINYL INTERIOR | | |
| 706-026 | MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR | | |
| 708-026 | MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR | | |
| 772-006 | BLACK MATS WITH SINGLE INSULATION | | |
| 691-008 | FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING | | |
| 694-010 | IN DASH STORAGE BIN | | |
| 742-007 | (2) CUP HOLDERS LH AND RH DASH | | |
| 680-006 | GRAY/CHARCOAL FLAT DASH | | |
| 860-004 | SMART SWITCH EXPANSION MODULE | | |
| 700-002 | HEATER, DEFROSTER AND AIR CONDITIONER | | |
| 701-001 | STANDARD HVAC DUCTING | | |
| 703-005 | MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH | | |
| 170-015 | STANDARD HEATER PLUMBING | | |
| 130-041 | VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR | | |
| 702-002 | BINARY CONTROL, R-134A | | |
| 739-034 | PREMIUM INSULATION | | |
| 285-013 | SOLID-STATE CIRCUIT PROTECTION AND FUSES | | |
| 280-007 | 12V NEGATIVE GROUND ELECTRICAL SYSTEM | | |
| 324-014 | DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS | | |
| 657-001 | DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME | | |
| 78G-002 | KEY QUANTITY OF 2 | | |
| 655-005 | LH AND RH ELECTRIC DOOR LOCKS | | |
| 284-023 | (1) 12 VOLT POWER SUPPLY IN DASH | | |
| 756-338 | BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION | 30 | |
| 760-338 | BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION | 25 | 10 |
| 759-005 | DUAL DRIVER AND PASSENGER SEAT ARMRESTS | 8 | |





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| Data Code | Description | Weight Front | Weight Rear |
|-----------|---|--------------|-------------|
| 711-004 | LH AND RH INTEGRAL DOOR PANEL ARMRESTS | | |
| 758-014 | BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER | | |
| 761-014 | BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER | | |
| 763-101 | BLACK SEAT BELTS | | |
| 532-002 | ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN | 10 | |
| 540-015 | 4-SPOKE 18 INCH (450MM) STEERING WHEEL | | |
| 765-002 | DRIVER AND PASSENGER INTERIOR SUN VISORS | | |

Instruments & Controls

| | | | |
|---------|--|--|--|
| 732-004 | GRAY DRIVER INSTRUMENT PANEL | | |
| 734-004 | GRAY CENTER INSTRUMENT PANEL | | |
| 87L-005 | ENGINE REMOTE INTERFACE WITHOUT INTERLOCKS | | |
| 870-001 | BLACK GAUGE BEZELS | | |
| 486-001 | LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM | | |
| 840-002 | 2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES | | |
| 198-003 | DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS | | |
| 149-013 | ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL | | |
| 156-007 | KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY | | |
| 811-042 | ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED | | |
| 160-038 | HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH | | |
| 844-001 | 2 INCH ELECTRIC FUEL GAUGE | | |
| 148-072 | ENGINE REMOTE INTERFACE WITH MULTIPLE SET SPEEDS | | |
| 163-013 | ENGINE REMOTE INTERFACE CONNECTOR IN CAB BETWEEN DRIVER AND PASSENGER SEATS | | |
| 33U-012 | TMC RP170 INTERFACE CONNECTOR | | |
| 856-001 | ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE | | |
| 864-001 | 2 INCH TRANSMISSION OIL TEMPERATURE GAUGE | | |





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| Data Code | Description | Weight Front | Weight Rear |
|-----------|--|--------------|-------------|
| 830-017 | ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY | | |
| 372-051 | CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS | | |
| 852-002 | ELECTRIC ENGINE OIL PRESSURE GAUGE | | |
| 679-998 | NO OVERHEAD INSTRUMENT PANEL | | |
| 746-135 | AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939 | 10 | |
| 747-001 | DASH MOUNTED RADIO | | |
| 750-002 | (2) RADIO SPEAKERS IN CAB | | |
| 753-001 | AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF | | |
| 78C-003 | INTEROPERABLE SDAR ANTENNA | | |
| 810-027 | ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER | | |
| 817-001 | STANDARD VEHICLE SPEED SENSOR | | |
| 812-001 | ELECTRONIC 3000 RPM TACHOMETER | | |
| 6TS-008 | (2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE | | |
| 162-002 | IGNITION SWITCH CONTROLLED ENGINE STOP | | |
| 264-032 | (2) OVERHEAD MOUNTED LANYARD CONTROLS: (1) OFFICER AIR HORN AND (1) DRIVER AIR HORN | | |
| 836-015 | DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY | | |
| 660-008 | SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY | | |
| 304-001 | MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH | | |
| 882-009 | ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR | | |
| 299-013 | SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE | | |
| 298-039 | INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS | | |
| 065-000 | PAINT: ONE SOLID COLOR | | |

Design

Color





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| Data Code | Description | Weight Front | Weight Rear |
|-----------|--|--------------|-------------|
| 980-5F6 | CAB COLOR A: L0006EY WHITE ELITE EY | | |
| 986-020 | BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT | | |
| 962-972 | POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) | | |
| 966-972 | POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) | | |
| 964-6Z7 | BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX | | |
| 963-003 | STANDARD E COAT/UNDERCOATING | | |

Certification / Compliance

| | |
|---------|---|
| 996-001 | U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS |
|---------|---|

Secondary Factory Options

| | |
|---------|--------------------------------------|
| 998-001 | CORPORATE PDI CENTER IN-SERVICE ONLY |
|---------|--------------------------------------|

TOTAL VEHICLE SUMMARY

Weight Summary

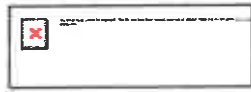
| | Weight Front | Weight Rear | Total Weight |
|---------------------------------|-----------------|-----------------|------------------|
| Factory Weight ⁺ | 6838 lbs | 4324 lbs | 11162 lbs |
| Total Weight⁺ | 6838 lbs | 4324 lbs | 11162 lbs |

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

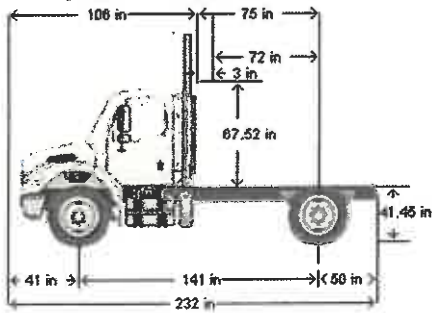
(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.





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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

| | |
|--------------------------------------|---|
| Model..... | M2106 |
| Wheelbase (545) | 3575MM (141 INCH) WHEELBASE |
| Rear Frame Overhang (552)..... | 1275MM (50 INCH) REAR FRAME OVERHANG |
| Fifth Wheel (578) | NO FIFTH WHEEL |
| Mounting Location (577)..... | NO FIFTH WHEEL LOCATION |
| Maximum Forward Position (in)..... | 0 |
| Maximum Rearward Position (in) | 0 |
| Amount of Slide Travel (in)..... | 0 |
| Slide Increment (in)..... | 0 |
| Desired Slide Position (in)..... | 0.0 |
| Cab Size (829)..... | 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB |
| Sleeper (682)..... | NO SLEEPER BOX/SLEEPER CAB |
| Exhaust System (016)..... | RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE |

TABLE SUMMARY - DIMENSIONS





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| Dimensions | Inches |
|--|--------|
| Bumper to Back of Cab (BBC) | 106.3 |
| Bumper to Centerline of Front Axle (BA) | 40.7 |
| Front Axle to Back of Cab (AC) | 65.6 |
| Min. Cab to Body Clearance (CB) | 3.0 |
| Back of Cab to Centerline of Rear Axle(s) (CA) | 75.2 |
| Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA) | 72.2 |
| Back of Cab Protrusions (Exhaust/Intake) (CP) | 2.0 |
| Back of Cab Protrusions (Side Extenders/Trim Tab) (CP) | 0.0 |
| Back of Cab Protrusions (CNG Tank) | 0.0 |
| Back of Cab Clearance (CL) | 3.0 |
| Back of Cab to End of Frame | 125.4 |
| Cab Height (CH) | 67.5 |
| Wheelbase (WB) | 140.7 |
| Frame Overhang (OH) | 50.2 |
| Overall Frame Length | 229.9 |
| Overall Length (OAL) | 231.7 |
| Rear Axle Spacing | 0.0 |
| Unladen Frame Height at Centerline of Rear Axle | 41.5 |

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





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G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model.....M2106
 Cab Size (829).....106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Expected Front Axle(s) Load (lbs)..... 10000.0
 Expected Pusher Axle(s) Load (lbs).....0.0
 Expected Rear Axle(s) Load (lbs).....20000.0
 Expected Tag Axle(s) Load (lbs).....0.0
 Expected GVW (lbs) 30000
 Expected GCW (lbs)0.0
 Front Axle (400).....DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
 Front Suspension (620)..... 10,000# TAPERLEAF FRONT SUSPENSION
 Front Hubs (418)..... CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
 Front Disc Wheels (502) ACCURIDE 29300 22.5X9.00 10-HUB PILOT 6.38 INSET 5-HAND STEEL DISC FRONT WHEELS
 Front Tires (093)..... MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES
 Front Brakes (402)..... MERITOR 15X4 Q+ CAM FRONT BRAKES
 Steering Gear (536)..... TRW THP-60 POWER STEERING
 Rear Axle (420)..... DETROIT DA-RS-20.0-4 20,000# R-SERIES SINGLE REAR AXLE
 Rear Suspension (622)..... 20,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD
 Rear Hubs (450)..... CONMET PRESET PLUS PREMIUM IRON REAR HUBS
 Rear Disc Wheels (505).....ACCURIDE 29300 22.5X9.00 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
 Rear Tires (094).....MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL REAR TIRES
 Rear Brakes (423)..... MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
 Pusher / Tag Axle (443)..... NO PUSHER OR TAG AXLE
 Pusher / Tag Suspension (626)..... NO PUSHER OR TAG SUSPENSION
 Pusher / Tag Hubs (449)..... NO PUSHER OR TAG HUBS
 Pusher/Tag Disc Wheels (509) NO PUSHER/TAG DISC WHEELS
 Pusher / Tag Tires (095) NO PUSHER/TAG TIRES
 Pusher / Tag Brakes (456)..... NO PUSHER/TAG BRAKES





Prepared by:
 Sebastien Wodzinski
 TRANSCHICAGO TRUCK GROUP
 776 N. YORK STREET
 ELMHURST, IL 60126
 Phone: 630 815 9100
 E-Mail:
 swodzinski@transchicago.com

TABLE SUMMARY - GVWR

| | Front | Rear |
|--|-------|-------|
| Axle Component Weight Ratings | | |
| Axles | 10000 | 20000 |
| Suspension | 10000 | 20000 |
| Hubs | 14700 | 26000 |
| Brakes | 12000 | 22000 |
| Wheels | 20000 | 40000 |
| Tires | 18180 | 33080 |
| Power Steering | 13300 | N/A |
| GAWR (per axle) | 10000 | 20000 |
| GAWR (per axle system) | 10000 | 20000 |
| Expected Load (per axle system) | 10000 | 20000 |
| GVWR due to Frame | 90000 | |
| GVWR due to Transmission | 62000 | |
| Vehicle GVWR Summary | | |
| Calculated GVWR | 30000 | |
| Expected GVWR | 30000 | |
| <i>All weights displayed in pounds</i> | | |

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





Prepared by:
 Sebastien Wodzinski
 TRANSCHICAGO TRUCK GROUP
 776 N. YORK STREET
 ELMHURST, IL 60126
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 E-Mail:
 swodzinski@transchicago.com

FRAME RBM

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545) 3575MM (141 INCH) WHEELBASE
 Frame Rails (546) 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI(546)
 Yield Strength (psi)..... 120000
 Section Modulus (per rail) (cu in)..... 16.979
 RBM (per rail) (lbf-in)..... 2037600
 Inner Frame Reinforcement (547) 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
 Outer Frame Reinforcement (548) NO OUTER FRAME REINFORCEMENT

TABLE SUMMARY - FRAME RBM

| Item | Description / Value |
|--------------------------------------|--|
| Wheelbase | 3575MM (141 INCH) WHEELBASE |
| Frame | 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI |
| Inner Frame Reinforcement | 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT |
| Outer Frame Reinforcement | NO OUTER FRAME REINFORCEMENT |
| Yield Strength (psi) | 120000 |
| Section Modulus - per rail (cu. in.) | 26.80 |
| Frame RBM - per rail (lbf-in) | 3217200 |

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





MEMORANDUM

TO: Mr. Gregory Rose, City Manager
FROM: Darren Dunkle, Director of Parks, Recreation and Forestry
Acting Director of Public Works
DATE: August 31, 2022
SUBJECT: Dodge Ram 2500 Pickup Trucks – Emergency Purchase

I am following up on our conversation regarding the emergency replacements of vehicles and equipment that were lost in the storm event that took place on July 26th and 28th.

Staff has been contacting vendors across the area to seek out the availability of vehicles and equipment, as there currently is a shortage of inventory of vehicles within the marketplace due to the supply chain issues along with the labor market. In doing so, we have been able to locate two (2) Dodge Ram 2500 pickup trucks from Marty Cancila Dodge, Chrysler, Jeep to replace a Parks and a Streets Truck that were lost.

The immediate emergency approval of these pickup trucks will allow us to purchase these vehicles while they are still available and return two of the pickup trucks that we are currently leasing from Enterprise.

Accordingly, I request your approval in the emergency purchase of the two (2) Dodge Ram 2500 pickup trucks from Marty Cancila Dodge, Chrysler, Jeep in the amount of \$51,740.00/ea. for a total of \$103,480.00.

If you have any questions or need additional information, please let me know.

MARTY CANCELILA

ST. LOUIS - FLORISSANT, MISSOURI



Customer #:
Date:
Salesperson:
Manager:
Safeguard Etch #:

08/29/2022

Arturo Barraza
Rollin Collins
Rollin Collins


FOR INTERNAL USE ONLY

| | | |
|-----------------|---|----------------------------|
| CUSTOMER | City of University City | Home Phone: |
| Address : | 1015 Pennsylvania Ave University City, 63130 ST.LOUIS | Work Phone: |
| E-Mail : | Swilasa@aol.com | Cell Phone: (314) 356-1629 |

| | | | | |
|----------------|------------------|--|-------------------------|--------------|
| VEHICLE | Stock # : 12448R | New / Used : New | VIN : 3C6UR5HJ9NG361903 | Mileage : 15 |
| | Year : 2022 | Make : RAM | Color : BRIGHT WHITE CL | |
| | Model : 2500 | Trim : Tradesman 4x4 Crew Cab 8 ft. box 169 in. WB | | |

| | | | |
|-----------------|----------|--------|-----------|
| TRADE IN | Payoff : | VIN : | Mileage : |
| | Year : | Make : | Color : |
| | Model : | Trim : | Lender : |

| | |
|--------------------------|-------|
| MSRP/Selling Price | 54040 |
| Cash Delivered Price | 51242 |
| Administrative Fee | 498 |
| Net Selling Price | 51740 |
| Less Trade Allowance | - |
| Net Trade Difference | - |
| Balance Owed on Trade-In | - |
| Sub-Total | 51740 |

Customer Approval:  Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

FCA US LLC INVOICE

3491-A

| | | | | | |
|--|-------------|---------------|--------------------------|----------------------|--------------------|
| PLANT | ZONE | DEALER | VEHICLE ID NUMBER | INVOICE NO. | INVOICE DT. |
| SALTILLO | 51 | 41423 | 3C6UR5HJ9NG361903 | N-DJ7-55268988 | 07/29/22 |
| SHIPMARTY CANCELA DODGE CHRYSLER JEEP | | | | | |
| TO: 2175 N HIGHWAY 67 | | | | IGN KEY | |
| FLORISSANT | | | MO 63033- | TRK KEY | |
| | | | | ACC KEY | 8475-01-7N29 |
| SOLDMARTY CANCELA DODGE CHRYSLER JEEP | | | | | |
| TO: 2175 N HIGHWAY 67 | | | | | |
| FLORISSANT | | | MO 63033- | SHIPPING WT. | 6648 |
| PAID FOR BY: ALLY | | | | SAE HP | 49.1 |
| CREDIT SALE | | | XX CASH SALE | 631-072404-00 | |

| BODY & EQUIP. | DESCRIPTION | FACTORY WHOLESALE PRICE |
|---------------|---|-------------------------|
| DJ7L92 | RAM 2500 TRADESMAN CREW CAB 4X4 | 46,702.00 |
| PW7 | Bright White Clear Coat | |
| TXX8 | HD Vinyl 40/20/40 Split Bench Seat | NO CHARGE |
| AMP | Chrome Appearance Group | 1,192.00 |
| DFX | 8-Spd Auto 8HP75-LCV Transmission | NO CHARGE |
| DK3 | Elec Shift-On-The-Fly Transfer Case | 272.00 |
| DSA | Anti-Spin Differential Rear Axle | 456.00 |
| ESB | 6.4L V8 Heavy Duty HEMI MDS Engine | NO CHARGE |
| GPG | Mirrors-Tow Pwr Adj Heat Black | 180.00 |
| XAA | ParkSense Rear Park Assist System | 272.00 |
| XHC | Trailer Brake Control | 364.00 |
| YG2 | 5.2 Additional Gallons of Gas | 15.00 |
| 2GA | Customer Preferred Package 2GA | |
| 2TA | Customer Preferred Package 2TA | |
| 4AJ | Connected Services Delete Credit | 231.00- |
| 4NU | Fuel Fill/Battery Charge | 100.00 |
| 4UQ | T3AC | 125.00 |
| 221 | DESTINATION CHARGE | 1,795.00 |
| | HB156800/SFP 52200 | |
| | MDH # 072911 | |
| | EP 48880 | |
| | PP 50805 | |
| | DR 50567 | |
| | USE DEALERCONNECT TO OBTAIN KEY INFORMATION | |

| | | | |
|--|-----------|-------------------------|-----------|
| MSRP RETAIL TOTAL | 54,040.00 | TOTAL | 51,242.00 |
| | | ORIGINAL INVOICE | |
| <p>THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE THE UNITED STATES.</p> | | | |



**2022 MODEL YEAR
RAM 2500 TRADESMAN CREW CAB 4X4 LONG BOX**

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$49,525**

RAM 2500 TRADESMAN CREW CAB 4X4
Exterior Color: Bright White Clear-Coat Exterior Paint
Interior Color: Black / Diesel Gray Interior Colors
Interior: Heavy-Duty Vinyl 40/20/40 Split Bench Seat
Engine: 6.4L V8 Heavy-Duty HEMI® MDS Engine
Transmission: 8-Speed Automatic 8HP75-LCV Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT):

FUNCTIONAL SAFETY FEATURES

Advanced Multistage Front Air Bags
Supplemental Side-Curtain Front and Rear Air Bags
Supplemental Front Seat-Mounted Side Air Bags
ParkView® Rear Back-Up Camera
Manual Slip-On-The-Fly Transfer Case
3.73 Axle Ratio
730-Amp Maintenance-Free Battery
180-Amp Alternator
Hill-Start Assist
Electronic Stability Control
Electronic Roll Mitigation
Traction Control
Trailer Sway Damping
Anti-Lock 4-Wheel Disc Brakes
Sentry Key® Theft Deterrent System
Push-Button Start
Speed Control
Tire Pressure Monitoring Display
Tire-Fill Alert
32-Gallon Fuel Tank

INTERIOR FEATURES

Uconnect® 3 with 5-inch Touch Screen Display
SiriusXM Guardian™ Connected Service w/Trial Period
Integrated Voice Command
Full Function Media Hub with 2-USB Plus Aux Port
40/20/40 Split Bench Seat
Rear Folding Seat
Rear Under-Seat Storage Compartment
12-Volt Auxiliary Power Outlet
Tilt Steering Column
Temperature and Compass Gauge
Power Front Windows with 1-Touch Up / Down
Black Vinyl Floor Covering
Driver / Passenger Assist Handles

EXTERIOR FEATURES

17-inch x 7.5-inch Steel Chyd® Wheels
LT245/70R17E BSW All-Season Tires
LED Hitch Lamp In Tailgate Handle
Class V Receiver-Hitch
7-Pin Wiring Harness
Trailer-Tow with 4-Pin Connector Wiring

Tinted Windshield Glass
Tinted Glass Windows
Automatic Headlamps
Halogen Quad Headlamps
Cargo and CHMSL Lamp
Full-Size Spare Tire
OPTIONAL EQUIPMENT (May Require Standard Equipment)
Customer Preferred Package 25A \$11,295
Chrome Appearance Group
Bright Rear Bumper
Bright Front Bumper
LT275/70R18E BSW All-Season Tires
18-inch x 8.0-inch Steel Chrome Chyd® Wheels
16-inch Steel Spare Wheel
Electronic Shift-On-The-Fly Transfer Case \$295
Anti-Spin Differential Rear Axle \$485
Power Black Trailer-Tow Mirrors w/ Manual Fold-Away
Exterior Mirrors with Supplemental Signals \$195
Mirror Running Lights
ParkSense® Rear Park-Assist System \$295
Trailer Brake Controller \$395
Trailer Light Check
Connected Services Delete Credit -\$250

Destination Charge \$1,795

TOTAL PRICE: * \$54,040

WARRANTY COVERAGE
5-year or 60,000-mile Powertrain Limited Warranty,
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY**

Assembly Plant/Port of Entry: SALTILO, MEXICO
VIN: 3C6URHJ8NG-351903

SL 3HP TO 50PTG:



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAWS. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.
* EXACT AMOUNTS VARY BY ANY LOCAL AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

For more information visit: www.ramtrucks.com
or call 1-866-RAMINFO

FCA US LLC

California Air Resources Board

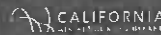
Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label

Protect the environment. Choose vehicles with higher ratings:
Greenhouse Gas Rating (tailpipe only) **Smog Rating** (tailpipe only)



Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★★★★★
Driver Passenger ★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash ★★★★★
Front seat Rear seat ★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★) with 5 being the highest. Ratings are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.



VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Build It. We Back It.

MARTY CANCELILA

ST. LOUIS - FLORISSANT, MISSOURI



Customer #:
Date:
Salesperson:
Manager:
Safeguard Etch #:

08/29/2022

Arturo Barraza
Rollin Collins
Rollin Collins

FOR INTERNAL USE ONLY

CUSTOMER

City of University City
Address : 1015 Pennsylvania Ave University City, 63130 ST.LOUIS
E-Mail : Swilasa@aol.com

Home Phone: _____
Work Phone: _____
Cell Phone: (314) 356-1629

VEHICLE

Stock # : 12447r New / Used : New VIN : 3C6UR5HJ3NG354736 Mileage : 15
Year : 2022 Make : RAM Color : BRIGHT WHITE CL
Model : 2500 Trim : Tradesman 4x4 Crew Cab 8 ft. box 169 in. WB

TRADE IN

Payoff : _____ VIN : _____ Mileage : _____
Year : _____ Make : _____ Color : _____
Model : _____ Trim : _____ Lender : _____

| | |
|--------------------------|-------|
| MSRP/Selling Price | 54040 |
| | |
| | |
| | |
| | |
| Cash Delivered Price | 51242 |
| | 498 |
| Administrative Fee | |
| Net Selling Price | 51740 |
| Less Trade Allowance | - |
| Net Trade Difference | - |
| Balance Owed on Trade-In | - |
| Sub-Total | 51740 |
| | |
| | |
| | |

Customer Approval:

Management Approval:

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

FCA US LLC INVOICE

3867-A

| | | | | | |
|--------------|-------------|---------------|--------------------------|--------------------|--------------------|
| PLANT | ZONE | DEALER | VEHICLE ID NUMBER | INVOICE NO. | INVOICE DT. |
| SALTILLO | 51 | 41423 | 3C6UR5HJ3NG354736 | N-DJ7-55268987 | 07/22/22 |

SHIP MARTY CANCILA DODGE CHRYSLER JEEP

TO: 2175 N HIGHWAY 67
FLORISSANT

IGN KEY
TRK KEY
ACC KEY

8475-01-7N22

SOLD MARTY CANCILA DODGE CHRYSLER JEEP

TO: 2175 N HIGHWAY 67
FLORISSANT

MO 63033-

SHIPPING WT. 6648
SAE HP 49.1
631-072404-00

PAID FOR BY: ALLY

CREDIT SALE XX CASH SALE

| BODY & EQUIP. | DESCRIPTION | FACTORY WHOLESALE PRICE |
|---------------|---|-------------------------|
| DJ7L92 | RAM 2500 TRADESMAN CREW CAB 4X4 | 46,702.00 |
| PW7 | Bright White Clear Coat | |
| TXX8 | HD Vinyl 40/20/40 Split Bench Seat | NO CHARGE |
| AMP | Chrome Appearance Group | 1,192.00 |
| DFX | 8-Spd Auto 8HP75-LCV Transmission | NO CHARGE |
| DK3 | Elec Shift-On-The-Fly Transfer Case | 272.00 |
| DSA | Anti-Spin Differential Rear Axle | 456.00 |
| ESB | 6.4L V8 Heavy Duty HEMI MDS Engine | NO CHARGE |
| GPG | Mirrors-Tow Pwr Adj Heat Black | 180.00 |
| XAA | ParkSense Rear Park Assist System | 272.00 |
| XHC | Trailer Brake Control | 364.00 |
| YG2 | 5.2 Additional Gallons of Gas | 15.00 |
| 2GA | Customer Preferred Package 2GA | |
| 2TA | Customer Preferred Package 2TA | |
| 4AJ | Connected Services Delete Credit | 231.00- |
| 4NU | Fuel Fill/Battery Charge | 100.00 |
| 4UQ | T3AC | 125.00 |
| 221 | DESTINATION CHARGE | 1,795.00 |
| | HB156800/SFP 52200 | |
| | MDH # 072220 | |
| | EP 48880 | |
| | PP 50805 | |
| | DR 50567 | |
| | USE DEALERCONNECT TO OBTAIN KEY INFORMATION | |

MSRP RETAIL TOTAL 54,040.00

TOTAL 51,242.00

ORIGINAL INVOICE

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE THE UNITED STATES.



2022 MODEL YEAR
RAM 2500 TRADESMAN CREW CAB 4X4 LONG BOX

For more information visit: www.ramtrucks.com
or call 1-866-RAMINFO

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: \$49,525

RAM 2500 TRADESMAN CREW CAB 4X4
Exterior Color: Bright White Clear-Coat Exterior Paint
Interior Color: Black / Diesel Gray Interior Colors
Interior: Heavy-Duty Vinyl 40/60/40 Split Bench Seat
Engine: 6.4L V8 Heavy-Duty HEMI® MDS Engine
Transmission: 8-Speed Automatic 8HP75-TCV Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Advanced Multistage Front Air Bags
Supplemental Front-Curtain Front and Rear Air Bags
Supplemental Front Seat-Mounted Side Air Bags
ParkView® Rear Backup Camera
Manual Shift-On-The-Fly Transfer Case
3.73 Axle Ratio
730-Amp Maintenance-Free Battery
180-Amp Alternator
Hi-Start Assist
Electronic Stability Control
Electronic Roll Mitigation
Traction Control
Trailer Sway Damping
Anti-Lock 4-Wheel Disc Brakes
Security Keys® Theft Deterrent System
Push-Button Start
Speed Control
Tire Pressure Monitoring Display
Tire-Fill Alert
32-Gallon Fuel Tank

INTERIOR FEATURES

Uconnect® 3 with 8-inch Touch Screen Display
SiriusXM Guardian™ Connected Service w/Trifit Perfor
Integrated Voice Command
Full Function Media Hub with 2-USB Plus Aux Port
40/20/40 Split Bench Seat
Rear Folding Seat
Rear Under-Seat Storage Compartment
12-Volt Auxiliary Power Outlet
Tilt Steering Column
Temperature and Compass Gauge
Power Front Windows with 1-Touch Up / Down
Black Vinyl Floor Covering
Driver / Passenger Assist Handles

EXTERIOR FEATURES

17-Inch x 7.5-Inch Steel Styled Wheels
LT245/70R17E BSW All-Season Tires
LED Hitch Lamp In Tailgate Handle
Class V Receiver-Hitch
7-Pin Wiring Harness
Trailer-Tow with 4-Pin Connector Wiring

Tinted Windshield Glass
Tinted Glass Windows
Automatic Headlamps
Halogen Quad Headlamps
Incandescent Tail Lamps
Cargo and CHMSL Lamp
Full-Size Spare Tire
OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Customer Preferred Package 25A
Chrome Appearance Group
Bright Rear Bumper
Bright Front Bumper
LT275/70R18E BSW All-Season Tires
18-Inch x 8.0-Inch Steel Chrome Clad Wheels
18-Inch Steel Spare Wheel
Electronic Shift-On-The-Fly Transfer Case
Anti-Spin Differential Rear Axle
Power Black Trailer-Tow Mirrors w/ Manual Fold-Away
Exterior Mirrors with Supplemental Signals
Mirror Running Lights
ParkSense® Rear Park-Assist System
Trailer Brake Controller
Trailer Light Check
Connected Services Delete Credit

\$1,295

\$285

\$485

\$185

\$295

\$395

-\$250

Destination Charge \$1,785

TOTAL PRICE: * \$54,040

WARRANTY COVERAGE
5-year or 60,000-mile Powertrain Limited Warranty,
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY**

Assembly Point/Port of Entry: SALTILO, MEXICO
v.c. 3C6-URSHJ3G-354736

S.L.

4MP TR

5047C

LA-VW 8987

8782-8



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE RETAILER PURCHASER.
* STATE AND/OR LOCAL TAXES, IF ANY, LICENSE AND TITLE FEES, AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

California Air Resources Board

Gasoline Vehicles

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label

Protect the environment. Choose vehicles with higher ratings:
Greenhouse Gas Rating (tailpipe only) **Smog Rating** (tailpipe only)



Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★★★★★
Driver Passenger ★★★★★
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

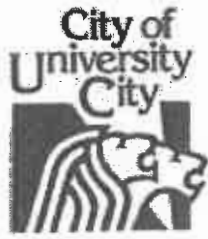
Side Crash ★★★★★
Front seat Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1-866-321-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.





MEMORANDUM

TO: Mr. Gregory Rose, City Manager
FROM: Darren Dunkle, Director of Parks, Recreation and Forestry
Acting Director of Public Works
DATE: August 30, 2022
SUBJECT: Mowers & Tractor – Updated Pricing

Per our previous discussion and discussion that took place at the August 22, 2022, City Council meeting, there were some changes that were proposed to the previous recommendations that you had approved.

These changes reflect the addition of replacement tires on all of the mowers, the addition of a cab for the tractor as it was inadvertently left off the original quote, and the deletion of one (1) Walk behind mower. These changes reflect a \$13,315.96 increase to what you previously approved.

If you have any questions or need additional information, please let me know.



Purchase Order for
John Deere Equipment (U.S. Only)

PO# 09064482
PO Revision# Original

| | | | | | |
|--|------------------------|----------------------------------|--|-----------------------------------|-------------------------------------|
| PURCHASER'S NAME - First Signer (First, Middle Initial, Last) CITY OF UNIVERSITY CITY (SECOND LINE OF OWNER NAME) | | | DATE OF ORDER Aug 11, 2022 | COMPANY UNIT 08 | DEALER ACCOUNT NO. 069034 |
| STREET OR RR 1015 PENNSYLVANIA AVE | | | DEALER ORDER NO. | SOC. SEC. | IRS NO. |
| TOWN UNIVERSITY CITY | STATE MO | ZIP CODE 63130 | TRANSACTION TYPE Cash Sale | PURCHASER SALES TAX EXEMPT | |
| COUNTY St. Louis | PURCHASER ACCT. | PHONE NO. 314-505-8589 | SELLER'S NAME & ADDRESS Deere & Company 2000 John Deere Run Cary, NC 27513 636-493-0288 | | |
| REWARDS # | | | E-MAIL ADDRESS tetrubhart@ucitymo.org | | |
| Use County ST. LOUIS COUNTY | | Use State/Province MO | I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order. | | |

| QTY | NEW | DEM | RENTAL | DISC | Equipment & Value Added Service (Give Model, Size & Description) | Hours of Use | PRODUCT IDENTIFICATION NUMBER | DELIVERED CASH PRICE (Or Total Lease Payments) |
|-----|-----|-----|--------|------|---|--------------|-------------------------------|---|
| 1 | X | | | | JOHN DEERE W48R Commercial Walk Behind Mower with Pump/Motor Hydraulic Drive Stock # 352993 | | 1TCW48RAKNT040143 | \$ 5,544 23 |
| 1 | | | | | tires EXTRA SET TIRES | | | \$ 571 88 |

I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

| QTY | DESCRIPTION OF TRADE-IN | Hours of Use | PRODUCT IDENTIFICATION NUMBER | AMOUNT |
|-----|-------------------------|--------------|-------------------------------|-------------------------------------|
| | | | | TOTAL CASH PRICE \$ 7,116 11 |
| | | | | TOTAL TRADE-IN ALLOWANCE \$ 0 00 |
| | | | | 1. TOTAL CASH PRICE \$ 7,116 11 |
| | | | | 2. TOTAL TRADE-IN ALLOWANCE \$ 0 00 |
| | | | | 3. TOTAL TRADE-IN PAY-OFF \$ 0 00 |
| | | | | 4. BALANCE \$ 7,116 11 |
| | | | | 6. SUB-TOTAL \$ 7,116 11 |
| | | | | 7. CASH WITH ORDER \$ 0 00 |
| | | | | 8. RENTAL APPLIED \$ 0 00 |
| | | | | 9. CASH DISCOUNT \$ 0 00 |
| | | | | 10. BALANCE DUE \$ 7,116 11 |

COMMENTS:
REPLACEMENT OF EXMARK MOWERS COMMERCIAL WALK BEHIND

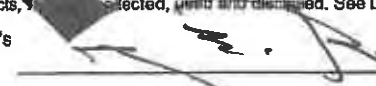

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

Telematics devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from the Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

DISCLOSURE: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board, In-Light-Duty Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGMENT: I promise to pay the Balance Due (line 10) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

USE OF INFORMATION / PRIVACY NOTICE: I understand that Deere & Company and its affiliates ("John Deere") and Dealer collect information, including my personal information, machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Deere, John Deere equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

Purchaser's Signature:  Accepted By: 
Purchaser's Signature: _____ Date Accepted: _____ Salesperson: ENGBERT, PAUL J

| | | | |
|---------------------------------|----------------------|-----------|------|
| Delivery Acknowledgement | | | |
| Delivered On: | <input type="text"/> | Signature | Date |
| Warranty Begins: | <input type="text"/> | | |



MEMORANDUM

TO: Mr. Gregory Rose, City Manager

**FROM: Darren Dunkle, Director of Parks, Recreation and Forestry
Acting Director of Public Works**

DATE: August 10, 2022

SUBJECT: Walk Behind Mowers - Recommendation

I am following up on our conversation regarding the emergency replacement of two John Deere W48R Walk Behind Mowers (Parks Department) that were lost in the storm event that took place on July 26th and 28th.

Per our conversation, staff has been able to locate a Walk Behind Mowers from Sydenstricker Nobbe Partners in the amount of \$13,088.46. If approved, we should be able to receive the Front-End Mowers no later than the end of the month.

Accordingly, I request your approval in the emergency purchase of the Walk Behind Mowers from Sydenstricker Nobbe Partners in the amount of \$13,088.46.

If you have any questions or need additional information, please let me know.



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
stcharles@snpartners.com

Quote Summary

Prepared For:

Delivering Dealer:

Sydenstricker Nobbe Partners
Paul Engbert
3575 Veterans Memorial Pkwy
St Charles, MO 63303
Phone: 636-493-0288
pengbert@snpartners.com

Quote ID: 27219890
Created On: 09 August 2022
Last Modified On: 09 August 2022
Expiration Date: 30 September 2022

| Equipment Summary | Suggested List | Selling Price | Qty | Extended |
|---|----------------|---------------|-----|---------------------|
| JOHN DEERE W48R Commercial Walk Behind Mower with Pump/ Motor Hydraulic Drive Contract: MO VA NASPO ValuePoint CC201986003 (PG 23 CG 22) Price Effective Date: August 8, 2022 | \$ 8,499.00 | \$ 6,544.23 X | 2 = | \$ 13,088.46 |
| Equipment Total | | | | \$ 13,088.46 |

* Includes Fees and Non-contract items

Quote Summary

| | |
|----------------------------|---------------------|
| Equipment Total | \$ 13,088.46 |
| Trade In | |
| SubTotal | \$ 13,088.46 |
| Est. Service Agreement Tax | \$ 0.00 |
| Total | \$ 13,088.46 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 13,088.46 |

Salesperson : X _____

Accepted By : X _____

Confidential

**Customer:**

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address (no PO box)
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

For any questions, please contact:

Paul Engbert

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303

Tel: 636-493-0288

Fax: 636-493-1340

Email: pengbert@snpartners.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE

Selling Equipment



Quote Id: 27219890 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
stcharles@snpartners.com

JOHN DEERE W48R Commercial Walk Behind Mower with Pump/Motor

Hours:

Suggested List *

Stock Number:

\$ 8,499.00

Contract: MO VA NASPO ValuePoint CC201986003 (PG 23
CG 22)

Selling Price *

\$ 6,544.23

Price Effective Date: August 8, 2022

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|------------------------------------|---|-----|--------------------|-----------|--------------------|--------------------|-------------------------|
| 2630TC | W48R Commercial Walk Behind Mower with Pump/Motor Hydraulic Drive | 2 | \$ 8,499.00 | 23.00 | \$ 1,954.77 | \$ 6,544.23 | \$ 13,088.46 |
| Standard Options - Per Unit | | | | | | | |
| 001A | United States / Canada | 2 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Standard Options Total | | \$ 0.00 | | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Value Added Services Total | | \$ 0.00 | | | \$ 0.00 | \$ 0.00 |
| Total Selling Price | | | \$ 8,499.00 | | \$ 1,954.77 | \$ 6,544.23 | \$ 13,088.46 |



JOHN DEERE

Purchase Order for
John Deere Equipment (U.S. Only)

PO# 09064597
PO Revision# Original

| | | | | | |
|--|---------------------------------|--|--|-----------------------------------|-------------------------------------|
| PURCHASER'S NAME - First Signer (First, Middle Initial, Last) CITY OF UNIVERSITY CITY (SECOND LINE OF OWNER NAME) | | | DATE OF ORDER Aug 11, 2022 | COMPANY UNIT 06 | DEALER ACCOUNT NO. 069054 |
| STREET OR RR 1015 PENNSYLVANIA AVE | | | DEALER ORDER NO. | | |
| TOWN UNIVERSITY CITY | | | SOC. SEC. | IRS NO. | FIN. NO. |
| STATE MO | ZIP CODE 63130 | TRANSACTION TYPE Cash Sale | | PURCHASER SALES TAX EXEMPT | |
| COUNTY St. Louis | PURCHASER ACCT. | PHONE NO. 314-506-8559 | SELLER'S NAME & ADDRESS Deere & Company 2000 John Deere Run Cary, NC 27513 836-493-0268 | | |
| REWARDS # 992788825 | | | E-MAIL ADDRESS tstrubhart@ucty.mo.org | | |
| Use County ST. LOUIS COUNTY | Use State/Province MO | I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order. | | | |

| QTY | NEW | REMO | RENTAL | USED | Equipment & Value Added Service (Give Model, Size & Description) | Hours of Use | PRODUCT IDENTIFICATION NUMBER | DELIVERED CASH PRICE (Or Total Lease Payments) | |
|---|-------------------------|------|--------|------|---|-------------------------------|-------------------------------|--|--------------|
| 1 | X | | | | JOHN DEERE Z930M ZTrak | | 14796324975368158 | \$ 11,485 32 | |
| 1 | | | | | TIRES EXTRA SET TIRES | | | \$ 761 48 | |
| | | | | | + COMMERCIAL ZTRAK/FRONT MOUNT MOWER : MAINTENANCE PACKAGE | | 2021359949 | \$ 265 00 | |
| 1 | X | | | | JOHN DEERE Z930M ZTrak | | 1234567898712 | \$ 11,485 32 | |
| | | | | | + COMMERCIAL ZTRAK/FRONT MOUNT MOWER : MAINTENANCE PACKAGE | | 2021359953 | \$ 265 00 | |
| 1 | X | | | | JOHN DEERE Z960M ZTrak | | 12378945674125896 | \$ 12,488 32 | |
| 1 | | | | | TIRES EXTRA SET TIRES | | | \$ 761 48 | |
| | | | | | + COMMERCIAL ZTRAK/FRONT MOUNT MOWER : MAINTENANCE PACKAGE | | 2021359950 | \$ 265 00 | |
| 1 | X | | | | JOHN DEERE Z960M ZTrak | | 12345678932112451 | \$ 12,488 32 | |
| | | | | | + COMMERCIAL ZTRAK/FRONT MOUNT MOWER : MAINTENANCE PACKAGE | | 2021359951 | \$ 265 00 | |
| 1 | X | | | | JOHN DEERE Z960M ZTrak | | 1234567894561 | \$ 12,488 32 | |
| | | | | | + COMMERCIAL ZTRAK/FRONT MOUNT MOWER : MAINTENANCE PACKAGE | | 2021359952 | \$ 265 00 | |
| I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item. | | | | | | | | | |
| | | | | | | | | TOTAL CASH PRICE | \$ 63,277 56 |
| QTY | DESCRIPTION OF TRADE-IN | | | | Hours of Use | PRODUCT IDENTIFICATION NUMBER | AMOUNT | | |
| PURCHASER TYPE MARKET USE | | | | | | | | TOTAL TRADE-IN ALLOWANCE | \$ 0 00 |
| | | | | | | | | 1. TOTAL CASH PRICE | \$ 63,277 56 |
| | | | | | | | | 2. TOTAL TRADE-IN ALLOWANCE | \$ 0 00 |
| | | | | | | | | 3. TOTAL TRADE-IN PAY-OFF | \$ 0 00 |
| | | | | | | | | 4. BALANCE | \$ 63,277 56 |
| | | | | | | | | 6. SUB-TOTAL | \$ 63,277 56 |
| | | | | | | | | 7. CASH WITH ORDER | \$ 0 00 |
| | | | | | | | | 8. RENTAL APPLIED | \$ 0 00 |
| | | | | | | | | 9. CASH DISCOUNT | \$ 0 00 |
| | | | | | | | | 10. BALANCE DUE | \$ 63,277 56 |

COMMENTS:
REPLACEMENT OF FOLLOWING Z960M AND 757 AND 737 ALL COMMERCIAL ZERO TURNS DAMAGED

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board, In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS - I (We) promise to pay the Balance Due (line 10) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

USE OF INFORMATION/PRIVACY NOTICE: I understand that Deere & Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.



Purchase Order for
John Deere Equipment (U.S. Only)

PO# 09064573
PO Revision# Original

Quote ID: 27220250

Purchaser Name: CITY OF UNIVERSITY CITY

ACKNOWLEDGEMENTS- I (We) promise to pay the Balance Due (line10) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

USE OF INFORMATION/PRIVACY NOTICE I understand that Deere & Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

Purchaser's
Signature

Accepted
By

Purchaser's
Signature



Date
Accepted

Salesperson

ENGBERT, PAUL J

Delivery Acknowledgement

Delivered On:

Work Begins:

Signature

Date



MEMORANDUM

TO: Mr. Gregory Rose, City Manager
FROM: Darren Dunkle, Director of Parks, Recreation and Forestry
Acting Director of Public Works
DATE: August 10, 2022
SUBJECT: Front End Mowers - Recommendation

I am following up on our conversation regarding the emergency replacement of two John Deere Z930M ZTrak Front End Mowers (Street Department) and three John Deere Z960M ZTrak Front End Mowers (Parks Department) that were lost in the storm event that took place on July 26th and 28th.

Per our conversation, staff has been able to locate a Front-End Mowers from Sydenstricker Nobbe Partners in the amount of \$61,754.60. If approved, we should be able to receive the Front-End Mowers no later than the end of the month.

Accordingly, I request your approval in the emergency purchase of the Front-End Mowers from Sydenstricker Nobbe Partners in the amount of \$61,754.60.

If you have any questions or need additional information, please let me know.



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
stcharles@snpartners.com

Quote Summary

Prepared For:

CITY OF UNIVERSITY CITY
1015 PENNSYLVANIA AVE
UNIVERSITY CITY, MO 63130
Business: 314-505-8559

Delivering Dealer:

Sydenstricker Nobbe Partners
Paul Engbert
3575 Veterans Memorial Pkwy
St Charles, MO 63303
Phone: 636-493-0288
pengbert@snpartners.com

Quote ID: 27219607
Created On: 09 August 2022
Last Modified On: 09 August 2022
Expiration Date: 30 September 2022

| Equipment Summary | Suggested List | Selling Price | Qty | Extended |
|---|----------------|----------------|-----|---------------------|
| JOHN DEERE Z930M ZTrak | \$ 14,916.00 | \$ 11,485.32 X | 2 = | \$ 22,970.64 |
| COMMERCIAL ZTRAK/FRONT MOUNT MOWER | | \$ 265.00 X | 2 = | \$ 530.00 |
| Contract: MO VA NASPO ValuePoint CC201986003 (PG 23 CG 22) | | | | |
| Price Effective Date: | | | | \$ 23,500.64 |
| Sub Total | | | | |
| JOHN DEERE Z960M ZTrak | \$ 16,216.00 | \$ 12,486.32 X | 3 = | \$ 37,458.96 |
| COMMERCIAL ZTRAK/FRONT MOUNT MOWER | | \$ 265.00 X | 3 = | \$ 795.00 |
| Contract: MO VA NASPO ValuePoint CC201986003 (PG 23 CG 22) | | | | |
| Price Effective Date: | | | | \$ 38,253.96 |
| Sub Total | | | | |
| Equipment Total | | | | \$ 61,754.60 |

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 61,754.60
Trade In
SubTotal \$ 61,754.60
Est. Service Agreement Tax \$ 0.00

Salesperson : X _____

Accepted By : X 

Confidential



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address (no PO box)
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

For any questions, please contact:

Paul Engbert

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303

Tel: 636-493-0288

Fax: 636-493-1340

Email: pengbert@snpartners.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE

Selling Equipment



Quote Id: 27219607

Customer Name: CITY OF UNIVERSITY CITY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
stcharles@snpartners.com

Equipment Notes:

Hours:

Stock Number:

Contract: MO VA NASPO ValuePoint CC201986003 (PG 23
CG 22)

Price Effective Date:

Suggested List *

\$ 16,216.00

Selling Price *

\$ 12,486.32

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|------------------------------------|--|-----|---------------------|-----------|--------------------|---------------------|-------------------------|
| 2232TC | Z960M ZTrak | 3 | \$ 14,639.00 | 23.00 | \$ 3,366.97 | \$ 11,272.03 | \$ 33,816.09 |
| Standard Options - Per Unit | | | | | | | |
| 001A | United States/Canada | 3 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1040 | 24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks | 3 | \$ 1,082.00 | 23.00 | \$ 248.86 | \$ 833.14 | \$ 2,499.42 |
| 1504 | 60 In. Side Discharge Mower Deck | 3 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2093 | Fully Adjustable Suspension Seat with Armrests (24" High Back) | 3 | \$ 495.00 | 23.00 | \$ 113.85 | \$ 381.15 | \$ 1,143.45 |
| Standard Options Total | | | \$ 1,577.00 | | \$ 362.71 | \$ 1,214.29 | \$ 3,642.87 |
| Value Added Services | | | | | | | |
| | COMMERCIAL ZTRAK/ FRONT MOUNT MOWER | 1 | \$ 265.00 | | | \$ 265.00 | \$ 265.00 |
| Value Added Services Total | | | \$ 265.00 | | | \$ 265.00 | \$ 795.00 |
| Total Selling Price | | | \$ 16,216.00 | | \$ 3,729.68 | \$ 12,486.32 | \$ 38,253.96 |



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
stcharles@snpartners.com

Quote Summary

Prepared For:

CITY OF UNIVERSITY CITY
1015 PENNSYLVANIA AVE
UNIVERSITY CITY, MO 63130
Business: 314-505-8559

Delivering Dealer:

Sydenstricker Nobbe Partners
Paul Engbert
3575 Veterans Memorial Pkwy
St Charles, MO 63303
Phone: 636-493-0288
pengbert@snpartners.com

Quote ID: 27219607
Created On: 09 August 2022
Last Modified On: 09 August 2022
Expiration Date: 30 September 2022

| Equipment Summary | Suggested List | Selling Price | Qty | Extended |
|--|----------------|----------------|-----|---------------------|
| JOHN DEERE Z930M ZTrak | \$ 13,834.00 | \$ 10,652.18 X | 2 = | \$ 21,304.36 |
| COMMERCIAL ZTRAK/FRONT MOUNT MOWER | | \$ 265.00 X | 2 = | \$ 530.00 |
| Contract: MO VA NASPO ValuePoint CC201986003 (PG 23 CG 22) | | | | |
| Price Effective Date: | | | | |
| Sub Total | | | | \$ 21,834.36 |
| JOHN DEERE Z960M ZTrak | \$ 16,216.00 | \$ 12,486.32 X | 3 = | \$ 37,458.96 |
| COMMERCIAL ZTRAK/FRONT MOUNT MOWER | | \$ 265.00 X | 3 = | \$ 795.00 |
| Contract: MO VA NASPO ValuePoint CC201986003 (PG 23 CG 22) | | | | |
| Price Effective Date: | | | | |
| Sub Total | | | | \$ 38,253.96 |
| Equipment Total | | | | \$ 60,088.32 |

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 60,088.32
Trade In
SubTotal \$ 60,088.32
Est. Service Agreement Tax \$ 0.00

Salesperson : X _____

Accepted By : X _____

**Customer:**

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

2000 John Deere Run
Cary, NC 27513

Signature on all LOIs and POs with a signature line

Contract name or number; or JD Quote ID

Sold to street address (no PO box)

Ship to street address (no PO box)

Bill to contact name and phone number

Bill to address

Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

For any questions, please contact:

Paul Engbert

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303

Tel: 636-493-0288

Fax: 636-493-1340

Email: pengbert@snpartners.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
stcharles@snpartners.com

| | |
|--------------------|---------------------|
| Total | \$ 60,088.32 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 60,088.32 |

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment



Quote Id: 27219607 Customer Name: CITY OF UNIVERSITY CITY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Sydenstricker Nobbe Partners
 3575 Veterans Memorial Pkwy
 St Charles, MO 63303
 636-493-0288
 stcharles@snpartners.com

JOHN DEERE Z930M ZTrak

Hours: **Suggested List ***
Stock Number: **\$ 13,834.00**
Contract: MO VA NASPO ValuePoint CC201986003 (PG 23 **Selling Price ***
 CG 22) **\$ 10,652.18**
Price Effective Date:

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|------------------------------------|--|-----|---------------------|-----------|--------------------|---------------------|-------------------------|
| 216ATC | Z930M ZTrak | 2 | \$ 13,339.00 | 23.00 | \$ 3,067.97 | \$ 10,271.03 | \$ 20,542.06 |
| Standard Options - Per Unit | | | | | | | |
| 001A | United States/Canada | 2 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1036 | 24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks | 2 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1504 | 60 In. Side Discharge Mower Deck | 2 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2093 | Fully Adjustable Suspension Seat with Armrests (24" High Back) | 2 | \$ 495.00 | 23.00 | \$ 113.85 | \$ 381.15 | \$ 762.30 |
| Standard Options Total | | | \$ 495.00 | | \$ 113.85 | \$ 381.15 | \$ 762.30 |
| Value Added Services | | | | | | | |
| | COMMERCIAL ZTRAK/ FRONT MOUNT MOWER | 1 | \$ 265.00 | | | \$ 265.00 | \$ 265.00 |
| Value Added Services Total | | | \$ 265.00 | | | \$ 265.00 | \$ 530.00 |
| Total Selling Price | | | \$ 13,834.00 | | \$ 3,181.82 | \$ 10,652.18 | \$ 21,834.36 |

JOHN DEERE Z960M ZTrak



JOHN DEERE

Selling Equipment



Quote Id: 27219607

Customer Name: CITY OF UNIVERSITY CITY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
stcharles@snpartners.com

Equipment Notes:

Hours:

Stock Number:

Contract: MO VA NASPO ValuePoint CC201986003 (PG 23
CG 22)

Price Effective Date:

Suggested List *

\$ 16,216.00

Selling Price *

\$ 12,486.32

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|------------------------------------|--|-----|---------------------|-----------|--------------------|---------------------|-------------------------|
| 2232TC | Z960M ZTrak | 3 | \$ 14,639.00 | 23.00 | \$ 3,366.97 | \$ 11,272.03 | \$ 33,816.09 |
| Standard Options - Per Unit | | | | | | | |
| 001A | United States/Canada | 3 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1040 | 24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks | 3 | \$ 1,082.00 | 23.00 | \$ 248.86 | \$ 833.14 | \$ 2,499.42 |
| 1504 | 60 In. Side Discharge Mower Deck | 3 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2093 | Fully Adjustable Suspension Seat with Armrests (24" High Back) | 3 | \$ 495.00 | 23.00 | \$ 113.85 | \$ 381.15 | \$ 1,143.45 |
| Standard Options Total | | | \$ 1,577.00 | | \$ 362.71 | \$ 1,214.29 | \$ 3,642.87 |
| Value Added Services | | | | | | | |
| | COMMERCIAL ZTRAK/ FRONT MOUNT MOWER | 1 | \$ 265.00 | | | \$ 265.00 | \$ 265.00 |
| Value Added Services Total | | | \$ 265.00 | | | \$ 265.00 | \$ 795.00 |
| Total Selling Price | | | \$ 16,216.00 | | \$ 3,729.68 | \$ 12,486.32 | \$ 38,253.96 |



Purchase Order for
John Deere Equipment (U.S. Only)

PO# 09064437
PO Revision# Original

| | | | | | |
|---|---|-------------------------------|--|----------------------------|------------------------------|
| PURCHASER'S NAME - First Signer (First, Middle Initial, Last) CITY OF UNIVERSITY CITY (SECOND LINE OF OWNER NAME) | | | DATE OF ORDER Aug 11, 2022 | COMPANY UNIT 06 | DEALER ACCOUNT NO. 000054 |
| STREET OR RR 1015 PENNSYLVANIA AVE | | | DEALER ORDER NO. | | |
| TOWN UNIVERSITY CITY | | | SOC. SEC. | IRS NO. | EIN NO. |
| STATE MO | ZIP CODE 63130 | TRANSACTION TYPE Cash Sale | | PURCHASER SALES TAX EXEMPT | |
| COUNTY St. Louis | PURCHASER ACCT. | PHONE NO. 314-595-8559 | SELLER'S NAME & ADDRESS Sydenstricker Nobbe Partners 3575 Veterans Memorial Pkwy St Charles, MO 63303 636-493-0288 | | |
| REWARDS # 892768825 | E-MAIL ADDRESS tetrobhart@ucellhmo.org | | | | |
| PURCHASER'S NAME - Second Signer | | | I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order. | | |
| STREET OR RR | | | TOWN | | |
| TOWN | | | STATE | ZIP CODE | |
| REWARDS # | | | Use County ST. LOUIS COUNTY | | |
| Use State/Province MO | | | | | |

| QTY | NEW | DEMO | RENTAL | USED | Equipment & Value Added Service (Give Model, Size & Description) | Hours of Use | PRODUCT IDENTIFICATION NUMBER | DELIVERED CASH PRICE (Or Total Lease Payments) |
|-----|-----|------|--------|------|---|--------------|-------------------------------|---|
| 1 | X | | | | HONDA HRN216VYA Stock # 371127 | 0 | MANA-1812029 | \$ 566 00 |
| 1 | X | | | | HONDA HRN216VYA Stock # 365242 | 0 | MANA-1812059 | \$ 566 00 |

I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

| QTY | DESCRIPTION OF TRADE-IN | Hours of Use | PRODUCT IDENTIFICATION NUMBER | AMOUNT |
|------------------------------------|-------------------------|--------------|-------------------------------|-------------|
| | | | TOTAL CASH PRICE | \$ 1,132 00 |
| | | | TOTAL TRADE-IN ALLOWANCE | \$ 0 00 |
| PURCHASER TYPE 3 State/Province | | | 1. TOTAL CASH-PRICE | \$ 1,132 00 |
| MARKET USE 17 General Utility | | | 2. TOTAL TRADE-IN ALLOWANCE | \$ 0 00 |
| | | | 3. TOTAL TRADE-IN PAY-OFF | \$ 0 00 |
| | | | 4. BALANCE | \$ 1,132 00 |
| | | | 5. Processing Fee | \$ 0 00 |
| | | | 6. Insurance | \$ 0 00 |
| | | | 7. Lot Fee | \$ 0 00 |

COMMENTS:
REPLACEMENT OF HONDA PUSH MOWERS DAMAGED

| | |
|---------------------|-------------|
| 12. SUB-TOTAL | \$ 1,132 00 |
| 13. CASH WITH ORDER | \$ 0 00 |
| 14. RENTAL APPLIED | \$ 0 00 |
| 15. CASH DISCOUNT | \$ 0 00 |
| 16. BALANCE DUE | \$ 1,132 00 |

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**
Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS- I (We) promise to pay the Balance Due (line 16) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

USE OF INFORMATION/PRIVACY NOTICE I understand that Deere & Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.



JOHN DEERE

**Purchase Order for
John Deere Equipment (U.S. Only)**

**PO# 09068038
PO Revision# Original**

Quote ID: 27242510

Purchaser Name: CITY OF UNIVERSITY CITY

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS-1 (We) promise to pay the Balance Due (line16) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

USE OF INFORMATION/PRIVACY NOTICE I understand that Deere & Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statement/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

Purchaser's
Signature

Accepted
By

Purchaser's
Signature

Date
Accepted

Salesperson

ENGBERT, PAUL J

Delivery Acknowledgement

| | | | |
|------------------|----------------------|-----------|------|
| Delivered On: | <input type="text"/> | | |
| Warranty Begins: | <input type="text"/> | Signature | Date |



MEMORANDUM

TO: Mr. Gregory Rose, City Manager
**FROM: Darren Dunkle, Director of Parks, Recreation and Forestry
Acting Director of Public Works**
DATE: August 10, 2022
SUBJECT: Push Mower - Recommendation

I am following up on our conversation regarding the emergency replacement of two Honda HRN216VYA Push Mowers (Parks Department) that was lost in the storm event that took place on July 26th and 28th.

Per our conversation, staff has been able to locate a Push Mowers from Sydenstricker Nobbe Partners in the amount of \$1,132.00. If approved, we should be able to receive the Push Mowers no later than the end of the month.

Accordingly, I request your approval in the emergency purchase of the Push Mowers from Sydenstricker Nobbe Partners in the amount of \$1,132.00.

If you have any questions or need additional information, please let me know.



Quote Summary

Prepared For:

CITY OF UNIVERSITY CITY
1015 PENNSYLVANIA AVE
UNIVERSITY CITY, MO 63130
Business: 314-505-8559

Prepared By:

Paul Engbert
Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
Phone: 636-493-0288
pengbert@snpartners.com

Quote Id: 27219430
Created On: 09 August 2022
Last Modified On: 09 August 2022
Expiration Date: 16 August 2022

| Equipment Summary | Suggested List | Selling Price | Qty | Extended |
|------------------------|----------------|---------------|-----|--------------------|
| HONDA HRN216VYA | \$ 629.00 | \$ 566.00 X | 2 = | \$ 1,132.00 |
| Equipment Total | | | | \$ 1,132.00 |

Quote Summary

| | |
|--------------------|--------------------|
| Equipment Total | \$ 1,132.00 |
| Processing Fee | \$ 0.00 |
| Insurance | \$ 0.00 |
| Lot Fee | \$ 0.00 |
| SubTotal | \$ 1,132.00 |
| Total | \$ 1,132.00 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 1,132.00 |

Salesperson : X _____

Accepted By : X 



JOHN DEERE

Selling Equipment



Quote Id: 27219430

Customer: CITY OF UNIVERSITY CITY

| HONDA HRN216VYA | | | | | |
|----------------------------|---------------------------------|---------------------------|------------------|-----------------|-----------------------|
| Hours: | 0 | | | | Suggested List |
| Stock Number: | | | | | \$ 629.00 |
| | | | | | Selling Price |
| | | | | | \$ 566.00 |
| Code | Description | Qty | Unit | Extended | |
| HRN | | 2 | \$ 629.00 | \$ 1,258.00 | |
| | Suggested Price | | | | \$ 1,258.00 |
| | | Customer Discounts | | | |
| | Customer Discounts Total | | \$ -63.00 | | \$ -126.00 |
| Total Selling Price | | | | | \$ 1,132.00 |



Purchase Order for
John Deere Equipment (U.S. Only)

PO# 09064607
PO Revision# Original

| | | | | | |
|---|--------------------------|---------------------------|--|--------------------|------------------------------|
| PURCHASER'S NAME - First Signer (First, Middle Initial, Last) CITY OF UNIVERSITY CITY (SECOND LINE OF OWNER NAME) | | | DATE OF ORDER Aug 11, 2022 | COMPANY UNIT 06 | DEALER ACCOUNT NO. 069054 |
| STREET OR RR 1015 PENNSYLVANIA AVE | | | DEALER ORDER NO. | | |
| TOWN UNIVERSITY CITY | STATE MO | ZIP CODE 63130 | SOC. SEC. | RS NO. | FIN. NO. |
| COUNTY St. Louis | PURCHASER ACCT. | PHONE NO. 314-505-8559 | TRANSACTION TYPE Cash Sale | | PURCHASER SALES TAX EXEMPT |
| REWARDS # 992768825 | | | SELLER'S NAME & ADDRESS Deere & Company 2000 John Deere Run Cary, NC 27513 636-493-0288 | | |
| E-MAIL ADDRESS tstrubhart@ucclhmo.org | | | i (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order. | | |
| Use County ST. LOUIS COUNTY | Use State/Province MO | | | | |

| QTY | NEW | RENTAL | DESCRIPTION | Hours of Use | PRODUCT IDENTIFICATION NUMBER | DELIVERED CASH PRICE (Or Total Lease Payments) |
|---|-------------------------|--------|---|--------------|-------------------------------|--|
| 1 | X | | JOHN DEERE 4052M Compact Utility Tractor (40 PTO hp) | | 14795175336421579 | \$ 38,302 00 |
| 1 | X | | BLV10877 22.50LLx16.1 (6PR, R3 Turf Special, 1 Position) Rear Wheels & Tires | | | \$ 3,930 30 |
| 1 | X | | BLV10876 27x12LL-15 (6PR, R3 Turf Special, 2 Position) Front Wheels & Tires | | | \$ 1,002 10 |
| 1 | X | | BLV10050 4th and 5th Selective Control Valve Kit (OOS Only) | | | \$ 0 00 |
| 1 | X | | BLV10969 Power Beyond Kit (Cab and OOS) | | | \$ 0 00 |
| | | | + COMPACT UTILITY TRACTOR 4M SERIES : MAINTENANCE PACKAGE | | 2021359963 | \$ 345 00 |
| | | | + 10 Year SNP Limited Warranty : 10 Year SNP Limited Warranty | | 2021359963 | \$ 0 00 |
| 1 | X | | JOHN DEERE 465A Backhoe | | 79548613245987634 | \$ 10,955 25 |
| (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item. | | | | | | |
| TOTAL CASH PRICE | | | | | | \$ 54,534 65 |
| QTY | DESCRIPTION OF TRADE-IN | | | Hours of Use | PRODUCT IDENTIFICATION NUMBER | AMOUNT |
| PURCHASER TYPE MARKET USE | | | | | | |
| TOTAL TRADE-IN ALLOWANCE | | | | | | \$ 0 00 |
| 1. TOTAL CASH-PRICE | | | | | | \$ 54,534 65 |
| 2. TOTAL TRADE-IN ALLOWANCE | | | | | | \$ 0 00 |
| 3. TOTAL TRADE-IN PAY-OFF | | | | | | \$ 0 00 |
| 4. BALANCE | | | | | | \$ 54,534 65 |
| 6. SUB-TOTAL | | | | | | \$ 54,534 65 |
| 7. CASH WITH ORDER | | | | | | \$ 0 00 |
| 8. RENTAL APPLIED | | | | | | \$ 0 00 |
| 9. CASH DISCOUNT | | | | | | \$ 0 00 |
| 10. BALANCE DUE | | | | | | \$ 54,534 65 |

COMMENTS:
**REPLACES JOHN DEERE 5200
TRACTOR AND BACKHOE**

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS- I (We) promise to pay the Balance Due (line 10) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

USE OF INFORMATION/PRIVACY NOTICE I understand that Deere & Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.



JOHN DEERE

**Purchase Order for
John Deere Equipment (U.S. Only)**

**PO# 09064607
PO Revision# Original**

Quote ID: 27220540

Purchaser Name: CITY OF UNIVERSITY CITY

Purchaser's
Signature

Purchaser's
Signature

Accepted
By

Date
Accepted

[Handwritten Signature]

Salesperson

ENGBERT, PAUL J

Delivery Acknowledgement

Delivered On:

Delivery Begins:

Signature

Date



MEMORANDUM

TO: Mr. Gregory Rose, City Manager

FROM: Darren Dunkle, Director of Parks, Recreation and Forestry
Acting Director of Public Works

DATE: August 10, 2022

SUBJECT: Compact Utility Tractor and Backhoe - Recommendation

I am following up on our conversation regarding the emergency replacement of a John Deere 4052M Compact Utility Tractor with a 485A Backhoe Attachment (Parks Department) that was lost in the storm event that took place on July 26th and 28th.

Per our conversation, staff has been able to locate a Compact Utility Tractor with a Backhoe Attachment from Sydenstricker Nobbe Partners in the amount of \$51,239.05. If approved, we should be able to receive the Compact Utility Tractor with a Backhoe Attachment no later than the end of the month.

Accordingly, I request your approval in the emergency purchase of the Compact Utility Tractor with a Backhoe Attachment from Sydenstricker Nobbe Partners in the amount of \$51,239.05.

If you have any questions or need additional information, please let me know.



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
stcharles@snpartners.com

Quote Summary

Prepared For:

CITY OF UNIVERSITY CITY
1015 PENNSYLVANIA AVE
UNIVERSITY CITY, MO 63130
Business: 314-505-8559

Delivering Dealer:

Sydenstricker Nobbe Partners
Paul Engbert
3575 Veterans Memorial Pkwy
St Charles, MO 63303
Phone: 636-493-0288
pengbert@snpartners.com

Quote ID: 27220540
Created On: 09 August 2022
Last Modified On: 09 August 2022
Expiration Date: 30 September 2022


| Equipment Summary | Suggested List | Selling Price | Qty | Extended |
|---|----------------------------|----------------|-----|---------------------|
| JOHN DEERE 4052M Compact Utility Tractor (40 PTO hp) | \$ 39,938.80 | \$ 39,938.80 X | 1 = | \$ 39,938.80 |
| COMPACT UTILITY TRACTOR 4M SERIES | | \$ 345.00 X | 1 = | \$ 345.00 |
| 10 Year SNP Limited Warranty | Included, Value of \$ 0.00 | \$ 0.00 X | 1 = | \$ 0.00 |
| Contract: MO DOT Purchase Tractor IFB605CO20000558 (PG 22 CG 22) | | | | |
| Price Effective Date: August 8, 2022 | | | | \$ 40,283.80 |
| Sub Total | | | | |
| JOHN DEERE 485A Backhoe | \$ 14,607.00 | \$ 10,955.25 X | 1 = | \$ 10,955.25 |
| Contract: MO DOT Purchase Tractor IFB605CO20000558 (PG 22 CG 22) | | | | |
| Price Effective Date: August 8, 2022 | | | | \$ 51,239.05 |
| Equipment Total | | | | \$ 51,239.05 |

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 51,239.05
Trade In
SubTotal \$ 51,239.05
Est. Service Agreement Tax \$ 0.00

Salesperson : X _____

Accepted By : X 

Confidential

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company**
- 2000 John Deere Run
Cary, NC 27513
 - Signature on all LOIs and POs with a signature line
 - Contract name or number; or JD Quote ID
 - Sold to street address (no PO box)
 - Ship to street address (no PO box)
 - Bill to contact name and phone number
 - Bill to address
 - Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

For any questions, please contact:**Paul Engbert**

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303

Tel: 636-493-0288

Fax: 636-493-1340

Email: pengbert@snpartners.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
stcharles@snpartners.com

| | |
|--------------------|---------------------|
| Total | \$ 51,239.05 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 51,239.05 |

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment



Quote Id: 27220540

Customer Name: CITY OF UNIVERSITY CITY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
stcharles@snpartners.com

JOHN DEERE 4052M Compact Utility Tractor (40 PTO hp)

Hours:

Suggested List *

Stock Number:

\$ 39,938.80

Contract: MO DOT Purchase Tractor IFB605CO20000558
(PG 22 CG 22)

Selling Price *

\$ 39,938.80

Price Effective Date: August 8, 2022

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|--|--|-----|--------------------|-----------|-----------------|--------------------|-------------------------|
| 0359LV | 4052M Compact Utility Tractor (40 PTO hp) | 1 | \$ 37,534.00 | 0.00 | \$ 0.00 | \$ 37,534.00 | \$ 37,534.00 |
| Standard Options - Per Unit | | | | | | | |
| 0202 | United States | 1 | \$ 0.00 | 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 0409 | English Operator's Manual and Decal Kit | 1 | \$ 0.00 | 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1381 | 12F/12R PowrReverser | 1 | \$ 0.00 | 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1795 | Less Loader | 1 | \$ 0.00 | 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2000 | Open Station with Standard Seat | 1 | \$ 0.00 | 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4061 | Less iMatch™ Quick Hitch Category 1 | 1 | \$ 0.00 | 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 5090 | Less Wheel Spacer | 1 | \$ 0.00 | 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 5253 | 22.50LLx16.1 (6PR, R3 Turf Special, 1 Position) | 1 | \$ 673.00 | 0.00 | \$ 0.00 | \$ 673.00 | \$ 673.00 |
| 6253 | 27x12LL-15 (6PR, R3 Turf Special, 2 Position) | 1 | \$ 95.00 | 0.00 | \$ 0.00 | \$ 95.00 | \$ 95.00 |
| Standard Options Total | | | \$ 768.00 | | \$ 0.00 | \$ 768.00 | \$ 768.00 |
| Dealer Attachments/Non-Contract/Open Market | | | | | | | |
| BLV10050 | 4th and 5th Selective Control Valve Kit (OOS Only) | 1 | \$ 1,117.60 | 0.00 | \$ 0.00 | \$ 1,117.60 | \$ 1,117.60 |
| BLV10969 | Power Beyond Kit (Cab and OOS) | 1 | \$ 519.20 | 0.00 | \$ 0.00 | \$ 519.20 | \$ 519.20 |
| Dealer Attachments Total | | | \$ 1,636.80 | | \$ 0.00 | \$ 1,636.80 | \$ 1,636.80 |
| Value Added Services | | | | | | | |
| | COMPACT UTILITY TRACTOR 4M SERIES | 1 | \$ 345.00 | | | \$ 345.00 | \$ 345.00 |



JOHN DEERE

Selling Equipment



Quote Id: 27220540

Customer Name: CITY OF UNIVERSITY CITY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
stcharles@snpartners.com

| | | | | |
|-----------------------------------|---|---------------------|---------------------|---------------------|
| 10 Year SNP Limited Warranty | 1 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Value Added Services Total | | \$ 345.00 | \$ 345.00 | \$ 345.00 |
| Total Selling Price | | \$ 39,938.80 | \$ 0.00 | \$ 39,938.80 |
| | | | \$ 40,283.80 | |

JOHN DEERE 485A Backhoe

Equipment Notes:

Hours:

Stock Number:

Contract: MO DOT Purchase Tractor IFB605CO20000558
(PG 22 CG 22)

Price Effective Date: August 8, 2022

Suggested List *

\$ 14,607.00

Selling Price *

\$ 10,955.25

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|------------------------------------|---|-----|---------------------|-----------|--------------------|---------------------|-------------------------|
| 6185LV | 485A Backhoe | 1 | \$ 14,492.00 | 25.00 | \$ 3,623.00 | \$ 10,869.00 | \$ 10,869.00 |
| Standard Options - Per Unit | | | | | | | |
| 0202 | United States | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 0409 | English Operator's Manual and Decal Kit | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1000 | Subframe Mounting | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 3016 | 16 In. Bucket | 1 | \$ 115.00 | 25.00 | \$ 28.75 | \$ 86.25 | \$ 86.25 |
| | Standard Options Total | | \$ 115.00 | | \$ 28.75 | \$ 86.25 | \$ 86.25 |
| Total Selling Price | | | \$ 14,607.00 | | \$ 3,651.75 | \$ 10,955.25 | \$ 10,955.25 |



JOHN DEERE

Purchase Order for
John Deere Equipment (U.S. Only)

PO# 09064573
PO Revision# Original

| | | | | | |
|--|-----------------|---------------------------|--|--------------------|-------------------------------|
| PURCHASER'S NAME - First Signer (First, Middle Initial, Last) CITY OF UNIVERSITY CITY (SECOND LINE OF OWNER NAME) | | | DATE OF ORDER Aug 11, 2022 | COMPANY UNIT 06 | DEALER ACCOUNT NO. 069054 |
| STREET OR RR 1015 PENNSYLVANIA AVE | | | DEALER ORDER NO. | | |
| TOWN UNIVERSITY CITY | | | STATE MO | ZIP CODE 63130 | TRANSACTION TYPE Cash Sale |
| COUNTY St. Louis | PURCHASER ACCT. | PHONE NO. 314-505-8559 | PURCHASER SALES TAX EXEMPT | | |
| REWARDS # 992768825 | | | SELLER'S NAME & ADDRESS Deere & Company 2000 John Deere Run Cary, NC 27513 636-493-0288 | | |
| E-MAIL ADDRESS tstrubhart@uclymo.org | | | I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order. | | |
| Use County ST. LOUIS COUNTY | | Use State/Province MO | | | |

| QTY | NEW | USED | RENTAL | DMC | Equipment & Value Added Service (Give Model, Size & Description) | Hours of Use | PRODUCT IDENTIFICATION NUMBER | DELIVERED CASH PRICE (Or Total Lease Payments) |
|-----|-----|------|--------|-----|---|--------------|-------------------------------|---|
| 1 | X | | | | JOHN DEERE 1570 TerrainCut Commercial Front Mower (Less Mower Deck) | | 8467589412345 | \$ 24,826 34 |
| 1 | X | | | | BTC10594 Beacon Light | | | \$ 289 18 |
| 1 | | | | | TIRES EXTRA SET TIRES | | | \$ 4,932 40 |
| 1 | X | | | | JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck | | 4578964258778 | \$ 4,072 53 |
| 4 | X | | | | TCB10303 Rear Weight Mounting Kit | | | \$ 408 69 |
| 1 | X | | | | JOHN DEERE 60 In. Heavy-Duty Hydraulic Angling Front Blade | | 7986452138547 | \$ 1,873 41 |
| 1 | X | | | | JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck | | 1234567894561 | \$ 4,072 53 |
| 4 | X | | | | TCB10303 Rear Weight Mounting Kit | | | \$ 408 69 |
| 1 | X | | | | JOHN DEERE 1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck) | | 1234567898576 | \$ 32,832 05 |
| 1 | | | | | TIRES EXTRA SET TIRES | | | \$ 1,599 78 |
| 1 | X | | | | LVB24852 Beacon Light Kit (Cab Only) | | | \$ 221 07 |

I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

| QTY | DESCRIPTION OF TRADE-IN | Hours of Use | PRODUCT IDENTIFICATION NUMBER | AMOUNT |
|-----|-------------------------|--------------|-------------------------------|----------------------------------|
| | | | | TOTAL CASH PRICE \$ 75,536 66 |
| | | | | TOTAL TRADE-IN ALLOWANCE \$ 0 00 |

| | | | |
|----------------|------------|-----------------------------|--------------|
| PURCHASER TYPE | MARKET USE | 1. TOTAL CASH-PRICE | \$ 75,536 66 |
| | | 2. TOTAL TRADE-IN ALLOWANCE | \$ 0 00 |
| | | 3. TOTAL TRADE-IN PAY-OFF | \$ 0 00 |
| | | 4. BALANCE | \$ 75,536 66 |

COMMENTS:
THESE ARE TO REPLACE 1570 WITH 72"DECK AND 1445 WITH 72"DECK
THE 1575 WILL BE EQUIPPED WITH CAB ENCLOSURE FOR SNOW REMOVAL ALONG WITH 60" BLADE QUOTED

| | |
|--------------------|--------------|
| 6. SUB-TOTAL | \$ 75,536 66 |
| 7. CASH WITH ORDER | \$ 0 00 |
| 8. RENTAL APPLIED | \$ 0 00 |
| 9. CASH DISCOUNT | \$ 0 00 |
| 10. BALANCE DUE | \$ 75,536 66 |

IMPORTANT WARRANTY NOTICE:The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board, In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.



Purchase Order for
John Deere Equipment (U.S. Only)

PO# 09064554
PO Revision# Original

Quote ID: 27228853

Purchaser Name: CITY OF UNIVERSITY CITY

Purchaser's
Signature

Accepted
By

Purchaser's
Signature

Date
Accepted

Salesperson

ENGBERT, PAUL J

Delivery Acknowledgement

Delivered On:
Work Begins:

Signature

Date





MEMORANDUM

TO: Mr. Gregory Rose, City Manager

**FROM: Darren Dunkle, Director of Parks, Recreation and Forestry
Acting Director of Public Works**

DATE: August 10, 2022

SUBJECT: Front End Mower with Blade - Recommendation

I am following up on our conversation regarding the emergency replacement of two John Deere 1570 Terrain Cut Front End Mowers with a Snow Blade (Parks Department) that were lost in the storm event that took place on July 26th and 28th.

Per our conversation, staff has been able to locate a Front-End Mowers from Sydenstricker Nobbe Partners in the amount of \$61,066.91. If approved, we should be able to receive the Front-End Mowers no later than the end of the month.

Accordingly, I request your approval in the emergency purchase of the Front-End Mowers from Sydenstricker Nobbe Partners in the amount of \$61,066.91.

If you have any questions or need additional information, please let me know.



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Sydenstricker Nobbe Partners
 3575 Veterans Memorial Pkwy
 St Charles, MO 63303
 636-493-0288
 stcharles@snpartners.com

Quote Summary

Prepared For:
 CITY OF UNIVERSITY CITY
 1015 PENNSYLVANIA AVE
 UNIVERSITY CITY, MO 63130
 Business: 314-505-8559

Delivering Dealer:
 Sydenstricker Nobbe Partners
 Paul Engbert
 3575 Veterans Memorial Pkwy
 St Charles, MO 63303
 Phone: 636-493-0288
 pengbert@snpartners.com

Quote ID: 27220250
Created On: 09 August 2022
Last Modified On: 09 August 2022
Expiration Date: 30 September 2022

| Equipment Summary | Suggested List | Selling Price | Qty | Extended |
|---|----------------|----------------|-----|---------------------|
| JOHN DEERE 1570 TerrainCut Commercial Front Mower (Less Mower Deck) Contract: MO VA NASPO ValuePoint CC201986003 (PG 23 CG 22) Price Effective Date: August 8, 2022 | \$ 32,617.57 | \$ 25,115.53 X | 2 = | \$ 50,231.06 |
| JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck Contract: MO VA NASPO ValuePoint CC201986003 (PG 23 CG 22) Price Effective Date: August 8, 2022 | \$ 5,819.76 | \$ 4,481.22 X | 2 = | \$ 8,962.44 |
| JOHN DEERE 60 In. Heavy-Duty Hydraulic Angling Front Blade Contract: MO VA NASPO ValuePoint CC201986003 (PG 23 CG 22) Price Effective Date: August 8, 2022 | \$ 2,433.00 | \$ 1,873.41 X | 1 = | \$ 1,873.41 |
| Equipment Total | | | | \$ 61,066.91 |

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 61,066.91
 Trade In
 SubTotal **\$ 61,066.91**

Salesperson : X _____

Accepted By : X _____

Confidential



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address (no PO box)
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

For any questions, please contact:

Paul Engbert

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303

Tel: 636-493-0288

Fax: 636-493-1340

Email: pengbert@snpartners.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE

Selling Equipment



Quote Id: 27220250

Customer Name: CITY OF UNIVERSITY CITY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
stcharles@snpartners.com

| | | | | |
|----------------------------|--------------------|------------------|--------------------|--------------------|
| Total Selling Price | \$ 2,433.00 | \$ 559.59 | \$ 1,873.41 | \$ 1,873.41 |
|----------------------------|--------------------|------------------|--------------------|--------------------|



JOHN DEERE

Selling Equipment



Quote Id: 27220250 Customer Name: CITY OF UNIVERSITY CITY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
stcharles@snpartners.com

| Equipment Notes: | | | | | | | Suggested List * |
|---|--|-----|--------------------|-----------|--------------------|--------------------|-------------------------|
| Hours: | | | | | | | \$ 5,819.76 |
| Stock Number: | | | | | | | Selling Price * |
| Contract: MO VA NASPO ValuePoint CC201986003 (PG 23 CG 22) | | | | | | | \$ 4,481.22 |
| Price Effective Date: August 8, 2022 | | | | | | | |
| * Price per item - includes Fees and Non-contract items | | | | | | | |
| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
| 0347TC | 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck | 2 | \$ 5,289.00 | 23.00 | \$ 1,216.47 | \$ 4,072.53 | \$ 8,145.06 |
| Standard Options - Per Unit | | | | | | | |
| 001A | United States and Canada | 2 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Standard Options Total | | | \$ 0.00 | | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Dealer Attachments/Non-Contract/Open Market | | | | | | | |
| TCB10303 | Rear Weight Mounting Kit | 8 | \$ 132.69 | 23.00 | \$ 30.52 | \$ 408.68 | \$ 817.36 |
| Dealer Attachments Total | | | \$ 530.76 | | \$ 122.08 | \$ 408.68 | \$ 817.36 |
| Total Selling Price | | | \$ 5,819.76 | | \$ 1,338.55 | \$ 4,481.21 | \$ 8,962.42 |

JOHN DEERE 60 In. Heavy-Duty Hydraulic Angling Front Blade

| | | | | | | | |
|---|--|--|--|--|--|--|-------------------------|
| Equipment Notes: | | | | | | | Suggested List * |
| Hours: | | | | | | | \$ 2,433.00 |
| Stock Number: | | | | | | | Selling Price * |
| Contract: MO VA NASPO ValuePoint CC201986003 (PG 23 CG 22) | | | | | | | \$ 1,873.41 |
| Price Effective Date: August 8, 2022 | | | | | | | |

| * Price per item - includes Fees and Non-contract items | | | | | | | |
|---|---|-----|------------------|-----------|-----------------|------------------|-------------------------|
| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
| 0390TC | 60 In. Heavy-Duty Hydraulic Angling Front Blade | 1 | \$ 2,200.00 | 23.00 | \$ 506.00 | \$ 1,694.00 | \$ 1,694.00 |
| Standard Options - Per Unit | | | | | | | |
| 1000 | Lift Arms and Hardware | 1 | \$ 233.00 | 23.00 | \$ 53.59 | \$ 179.41 | \$ 179.41 |
| Standard Options Total | | | \$ 233.00 | | \$ 53.59 | \$ 179.41 | \$ 179.41 |



JOHN DEERE

Selling Equipment



Quote Id: 27220250

Customer Name: CITY OF UNIVERSITY CITY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
stcharles@snpartners.com

JOHN DEERE 1570 TerrainCut Commercial Front Mower (Less Mower Deck)

Hours:

Suggested List *

Stock Number:

\$ 32,617.57

Contract: MO VA NASPO ValuePoint CC201986003 (PG 23
CG 22)

Selling Price *

\$ 25,115.53

Price Effective Date: August 8, 2022

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|--|--|-----|---------------------|-----------|--------------------|---------------------|-------------------------|
| 2430TC | 1570 TerrainCut Commercial Front Mower (Less Mower Deck) | 2 | \$ 28,649.00 | 23.00 | \$ 6,589.27 | \$ 22,059.73 | \$ 44,119.46 |
| Standard Options - Per Unit | | | | | | | |
| 001A | United States and Canada | 2 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1019 | 23x10.50-12 4PR Turf Drive Tires | 2 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1191 | Four Wheel Drive (Full Time or On Demand) | 2 | \$ 2,913.00 | 23.00 | \$ 669.99 | \$ 2,243.01 | \$ 4,486.02 |
| 2012 | Air Ride Suspension Seat with Armrests | 2 | \$ 680.00 | 23.00 | \$ 156.40 | \$ 523.60 | \$ 1,047.20 |
| Standard Options Total | | | \$ 3,593.00 | | \$ 826.39 | \$ 2,766.61 | \$ 5,533.22 |
| Dealer Attachments/Non-Contract/Open Market | | | | | | | |
| BTC10594 | Beacon Light | 2 | \$ 375.57 | 23.00 | \$ 86.38 | \$ 289.19 | \$ 578.38 |
| Dealer Attachments Total | | | \$ 375.57 | | \$ 86.38 | \$ 289.19 | \$ 578.38 |
| Value Added Services Total | | | \$ 0.00 | | | \$ 0.00 | \$ 0.00 |
| Total | | | | | | | |
| Total Selling Price | | | \$ 32,617.57 | | \$ 7,502.04 | \$ 25,115.53 | \$ 50,231.06 |

JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
stcharles@snpartners.com

| | |
|--------------------|---------------------|
| Est. Service | \$ 0.00 |
| Agreement Tax | |
| Total | \$ 61,066.91 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 61,066.91 |

Salesperson : X _____

Accepted By : X _____

Confidential



MEMORANDUM

TO: Mr. Gregory Rose, City Manager

**FROM: Darren Dunkle, Director of Parks, Recreation and Forestry
Acting Director of Public Works**

DATE: September 6, 2022

SUBJECT: Chevy Silverado HD Pickup Trucks – Emergency Purchase

I am following up on our conversation regarding the emergency replacements of vehicles and equipment that were lost in the storm event that took place on July 26th and 28th.

Staff has been contacting vendors across the area to seek out the availability of vehicles and equipment, as there currently is a shortage of inventory of vehicles within the marketplace due the supply chain issues along with the labor market. In doing so, we have been able to locate five (5) Chevrolet Silverado 2500 HD pickup trucks from Jansen Ford to replace Two (2) trucks within the Street Division and Three (3) trucks within the Parks Division that were lost.

The immediate purchase of this pickup truck will allow to us to put it into action and return a pickup truck that we are currently leasing from Enterprise.

Accordingly, I request your approval in the emergency purchase of the five (5) Chevrolet Silverado 2500 HD pickup trucks from Jansen Ford in the amount of \$271,570.00.

If you have any questions or need additional information, please let me know.

PARKS - ~~Red~~ Red Truck



RETAIL BUYERS ORDER

101 North 4th Street • Breese, Illinois 62230
 Phone: 618-526-2241
 www.gojansen.com

Stock #
 TRUCK3

Purchaser's Name UNIVERSITY CITY FLEET DEPARTMENT Date 09/06/2022
 Purchaser's Address 1015 PENNSYLVANIA AVE City UNIVERSITY CITY State MO Zip 63130
 Home Phone (314) 356-1629 Business Phone _____ Cell Phone _____
 E-mail address _____ Cell Phone (2) _____

| | | | | |
|-----------------------------------|-------------------|---------------------------|-----------------|---------------------|
| Year 2022 | Make CHEVROLET | Model SILVERADO 2500HD | Drive | Trim WORK TRUCK |
| 1 G C 3 Y L E 7 5 N F 1 9 0 8 1 6 | | | Mileage 2131 | Body Style Color |

| | | | |
|---|--|---|-----------|
| CAN NOT HOLD VEHICLE WITHOUT DEPOSIT | | VALUE PRICE | 52,190.00 |
| DESCRIPTION OF TRADE-IN | | TRANSPORTATION FEE | N/A |
| YEAR: N/A MAKE: N/A MODEL: N/A | | DEALER INSTALLED OPTIONS OR SERVICES | N/A |
| MILEAGE: N/A | | N/A | N/A |
| BODY STYLE: N/A | | N/A | N/A |
| TITLE HELD BY: N/A | | N/A | N/A |
| STREET ADDRESS: N/A | | N/A | N/A |
| CITY, STATE, ZIP: N/A | | TOTAL CASH SALES PRICE | 52,190.00 |
| LIEN DUE DATE: N/A LIEN AMOUNT: \$ N/A | | LESS TRADE-IN ALLOWANCE | N/A |
| PURCHASER'S CERTIFICATION | | CASH DIFFERENCE | 52,190.00 |
| 1. I hereby certify that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE; AND | | DOCUMENT FEES ** | 324.00 |
| 2. I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at the time of delivery; AND | | NET TAXABLE TOTAL | 52,514.00 |
| TRANSIT DAMAGE | | ILLINOIS STATE SALES TAX | N/A |
| 3. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the Seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage. | | FORD FACTORY INCENTIVES (IF ANY) | N/A |
| KNOWN DEFECTS | | LICENSE & TITLE FEES <input type="checkbox"/> NEW <input type="checkbox"/> TRANSFER <input type="checkbox"/> _____ | N/A |
| 4. All equipment (including tires) as appraised on my trade in will remain, and the only existing material defects known to me on the motor vehicle that is being traded in to the dealer are: | | SUB TOTAL | 52,514.00 |
| IF NONE, SO STATE | | BALANCE OWED ON TRADE-IN | N/A |
| 5. THIS IS A CASH SALE. | | TOTAL | 52,514.00 |
| ARBITRATION | | TOTAL CASH DOWN PAYMENT DUE | N/A |
| 6. MANDATORY ARBITRATION OF DISPUTES, ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, PURSUANT TO THE FOLLOWING TERMS. | | ** IF PAYING BY CREDIT CARD, A 2.95% PROCESSING FEE WILL BE ASSESSED | N/A |
| a. The Federal Arbitration Act, not state law, shall govern the arbitration process and the question of whether a claim is subject to arbitration. The customer, however, retains the right to take any claim, controversy or dispute that qualifies to small claims court rather than arbitration. | | N/A | N/A |
| b. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association, or, alternatively, may be selected by the agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration shall be conducted by, and under the then-applicable rules of, The American Arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate. | | N/A | N/A |
| c. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. | | TOTAL PAYMENT DUE AT DELIVERY | 52,514.00 |
| d. No claim, controversy or dispute may be joined in arbitration with a claim, controversy or dispute of any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this Agreement, and the Customer and the Company both waive any claims for an award of damages that is excluded under this Agreement. | | ** A DOCUMENT FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS \$150 THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENT FEE OF \$150 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW. | |
| THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER | | Purchaser agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Purchaser, by signing this Agreement, acknowledges that he/she has read its terms and has received a true copy of this Agreement. | |
| APPROVED BY _____ | | If Purchaser is buying the Vehicle for cash (this includes a Purchaser arranging his or her own financing from a party other than a dealer), this Agreement is not binding upon either Dealer or Purchaser until signed by an authorized Dealer representative. | |
| | | If Purchaser is buying the Vehicle in a credit sale transaction with Dealer evidenced by a signed retail installment sale contract, this Agreement is binding when the retail installment sale contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment sale contract executed by Purchaser and Dealer based on this Agreement. | |
| | | I certify that I am 18 years of age, or older; and that I have read the printed matter on the front and back hereof, and agree to it as part of this order the same as it were printed above my signature. I/we authorize you to check my/our credit and employment history and to provide and/or obtain information about credit experience with me/us. | |
| | | X _____ 09/06/2022 PURCHASER SIGNATURE | |
| | | X _____ CO-PURCHASER SIGNATURE | |



RETAIL BUYERS ORDER

101 North 4th Street • Breese, Illinois 62230
 Phone: 618-526-2241
 www.gojansen.com

| |
|---------|
| Stock # |
| TRUCK5 |

Parks - Service TRUCK

Purchaser's Name UNIVERSITY CITY FLEET DEPARTMENT Date 09/06/2022
 Purchaser's Address 1015 PENNSYLVANIA AVE City UNIVERSITY CITY State MO Zip 63130
 Home Phone (314) 356-1629 Business Phone _____ Cell Phone _____
 E-mail address _____ Cell Phone (2) _____

| | | | | |
|-----------------------------------|-----------|------------------|-------|------------|
| Year | Make | Model | Drive | Trim |
| 2022 | CHEVROLET | SILVERADO 2500HD | | WORK TRUCK |
| VIN | Mileage | | | Body Style |
| 1 G C 3 Y L E 7 0 N F 1 9 1 4 0 5 | 5252 | | | |

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--------------------------------------|------------------|-------|-----|-----|-----|---------|-------|--|-----|-----|--|------------|---------------|--|-----|-----|--|----------------|------------------|--|-----|-----|--|---------------|-------------|--|-----|--------|--|-------------|-----------|
| <p align="center">CAN NOT HOLD VEHICLE WITHOUT DEPOSIT</p> <p align="center">DESCRIPTION OF TRADE-IN</p> <table border="1"> <tr> <td>YEAR</td> <td>MAKE</td> <td>MODEL</td> </tr> <tr> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>MILEAGE</td> <td colspan="2">COLOR</td> </tr> <tr> <td>N/A</td> <td colspan="2">N/A</td> </tr> <tr> <td>BODY STYLE</td> <td colspan="2">TITLE HELD BY</td> </tr> <tr> <td>N/A</td> <td colspan="2">N/A</td> </tr> <tr> <td>STREET ADDRESS</td> <td colspan="2">CITY, STATE, ZIP</td> </tr> <tr> <td>N/A</td> <td colspan="2">N/A</td> </tr> <tr> <td>LIEN DUE DATE</td> <td colspan="2">LIEN AMOUNT</td> </tr> <tr> <td>N/A</td> <td colspan="2">\$ N/A</td> </tr> </table> <p>PURCHASER'S CERTIFICATION</p> <p>1. I hereby certify that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE; AND</p> <p>2. I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at the time of delivery; AND</p> <p>TRANSIT DAMAGE</p> <p>3. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the Seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage.</p> <p>KNOWN DEFECTS</p> <p>4. All equipment (including tires) as appraised on my trade in will remain, and the only existing material defects known to me on the motor vehicle that is being traded in to the dealer are:</p> <p>_____ :AND IF NONE, SO STATE</p> <p>5. THIS IS A CASH SALE.</p> <p align="center">ARBITRATION</p> <p>6. MANDATORY ARBITRATION OF DISPUTES, ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, PURSUANT TO THE FOLLOWING TERMS:</p> <p>a. The Federal Arbitration Act, not state law, shall govern the arbitration process and the question of whether a claim is subject to arbitration. The customer, however, retains the right to take any claim, controversy or dispute that qualifies to small claims court rather than arbitration.</p> <p>b. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association, or, alternatively, may be selected by the agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration shall be conducted by, and under the then-applicable rules of, The American Arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.</p> <p>c. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.</p> <p>d. No claim, controversy or dispute may be joined in arbitration with a claim, controversy or dispute of any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this Agreement, and the Customer and the Company both waive any claims for an award of damages that is excluded under this Agreement.</p> | YEAR | MAKE | MODEL | N/A | N/A | N/A | MILEAGE | COLOR | | N/A | N/A | | BODY STYLE | TITLE HELD BY | | N/A | N/A | | STREET ADDRESS | CITY, STATE, ZIP | | N/A | N/A | | LIEN DUE DATE | LIEN AMOUNT | | N/A | \$ N/A | | VALUE PRICE | 59,990.00 |
| | YEAR | MAKE | MODEL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | N/A | N/A | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | MILEAGE | COLOR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | N/A | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | BODY STYLE | TITLE HELD BY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | N/A | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | STREET ADDRESS | CITY, STATE, ZIP | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | N/A | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | LIEN DUE DATE | LIEN AMOUNT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | N/A | \$ N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | TRANSPORTATION FEE | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | DEALER INSTALLED OPTIONS OR SERVICES | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | N/A | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | N/A | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| N/A | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| N/A | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL CASH SALES PRICE | 59,990.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LESS TRADE-IN ALLOWANCE | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CASH DIFFERENCE | 59,990.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DOCUMENT FEES ** | 324.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NET TAXABLE TOTAL | 60,314.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ILLINOIS STATE SALES TAX | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FORD FACTORY INCENTIVES (IF ANY) | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LICENSE & TITLE FEES <input type="checkbox"/> NEW <input type="checkbox"/> TRANSFER <input type="checkbox"/> _____ | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SUB TOTAL | 60,314.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BALANCE OWED ON TRADE-IN | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL | 60,314.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL CASH DOWN PAYMENT DUE | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **IF PAYING BY CREDIT CARD, A 2.95% PROCESSING FEE WILL BE ASSESSED | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| N/A | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| N/A | N/A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL PAYMENT DUE AT DELIVERY | 60,314.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

** A DOCUMENT FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS \$150 THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENT FEE OF \$150 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

Purchaser agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Purchaser, by signing this Agreement, acknowledges that he/she has read its terms and has received a true copy of this Agreement.

If Purchaser is buying the Vehicle for cash [this includes a Purchaser arranging his or her own financing from a party other than a dealer], this Agreement is not binding upon either Dealer or Purchaser until signed by an authorized Dealer representative.

If Purchaser is buying the Vehicle in a credit sale transaction with Dealer evidenced by a signed retail installment sale contract, this Agreement is binding when the retail installment sale contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment sale contract executed by Purchaser and Dealer based on this Agreement.

I certify that I am 18 years of age, or older; and that I have read the printed matter on the front and back hereof, and agree to it as part of this order the same as it were printed above my signature. I/we authorize you to check my/our credit and employment history and to provide and/or obtain information about credit experience with me/us

X _____ 09/06/2022
 PURCHASER SIGNATURE

X _____
 CO-PURCHASER SIGNATURE

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

APPROVED BY _____



RETAIL BUYERS ORDER

101 North 4th Street • Breese, Illinois 62230
 Phone: 618-526-2241
 www.gojansen.com

Stock #
 TRUCK1

Purchaser's Name UNIVERSITY CITY FLEET DEPARTMENT Date 09/06/2022
 Purchaser's Address 1015 PENNSYLVANIA AVE City UNIVERSITY CITY State MO Zip 63130
 Home Phone (314) 356-1629 Business Phone _____ Cell Phone _____
 E-mail address _____ Cell Phone (2) _____

| | | | |
|-----------------------|-------------------|---|----------------------------|
| Year 2022 | Make CHEVROLET | Model SILVERADO 2500HD BUILT AFTER A | Drive Trm WORK TRUCK |
| 1 G C 3 Y L E 7 8 N F | | 1 9 0 7 0 0 | Mileage 941 |
| Body Style | | | Color |

| | | | |
|---|--|---|-----------|
| CAN NOT HOLD VEHICLE WITHOUT DEPOSIT | | VALUE PRICE | 52,590.00 |
| DESCRIPTION OF TRADE-IN | | TRANSPORTATION FEE | N/A |
| YEAR N/A MAKE N/A MODEL N/A | | DEALER INSTALLED OPTIONS OR SERVICES | N/A |
| MILEAGE N/A | | N/A | N/A |
| BODY STYLE N/A | | N/A | N/A |
| TITLE HELD BY N/A | | N/A | N/A |
| STREET ADDRESS N/A | | TOTAL CASH SALES PRICE | 52,590.00 |
| CITY, STATE, ZIP N/A | | LESS TRADE-IN ALLOWANCE | N/A |
| LIEN DUE DATE N/A LIEN AMOUNT \$ N/A | | CASH DIFFERENCE | 52,590.00 |
| PURCHASER'S CERTIFICATION | | DOCUMENT FEES ** | 324.00 |
| 1. I hereby certify that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE; AND | | NET TAXABLE TOTAL | 52,914.00 |
| 2. I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at the time of delivery; AND | | ILLINOIS STATE SALES TAX | N/A |
| TRANSIT DAMAGE | | FORD FACTORY INCENTIVES (IF ANY) | N/A |
| 3. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the Seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage. | | LICENSE & TITLE FEES <input type="checkbox"/> NEW <input type="checkbox"/> TRANSFER <input type="checkbox"/> | N/A |
| KNOWN DEFECTS | | SUB TOTAL | 52,914.00 |
| 4. All equipment (including tires) as appraised on my trade in will remain, and the only existing material defects known to me on the motor vehicle that is being traded in to the dealer are: | | BALANCE OWED ON TRADE-IN | N/A |
| _____ : AND | | TOTAL | 52,914.00 |
| IF NONE, SO STATE | | TOTAL CASH DOWN PAYMENT DUE | N/A |
| 5. THIS IS A CASH SALE. | | **IF PAYING BY CREDIT CARD, A 2.95% PROCESSING FEE WILL BE ASSESSED | N/A |
| ARBITRATION | | N/A | N/A |
| 6. MANDATORY ARBITRATION OF DISPUTES, ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, PURSUANT TO THE FOLLOWING TERMS: | | TOTAL PAYMENT DUE AT DELIVERY | 52,914.00 |
| a. The Federal Arbitration Act, not state law, shall govern the arbitration process and the question of whether a claim is subject to arbitration. The customer, however, retains the right to take any claim, controversy or dispute that qualifies to small claims court rather than arbitration. | | ** A DOCUMENT FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS \$150 THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENT FEE OF \$150 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW. | |
| b. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association, or, alternatively, may be selected by the agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration shall be conducted by, and under the then-applicable rules of, the American Arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate. | | Purchaser agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Purchaser, by signing this Agreement, acknowledges that he/she has read its terms and has received a true copy of this Agreement. | |
| c. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. | | If Purchaser is buying the Vehicle for cash (this includes a Purchaser arranging his or her own financing from a party other than a dealer), this Agreement is not binding upon either Dealer or Purchaser until signed by an authorized Dealer representative. | |
| d. No claim, controversy or dispute may be joined in arbitration with a claim, controversy or dispute of any other person, or resolved on a class wide basis. The arbitrator may not award damages that are barred by this Agreement, and the Customer and the Company both waive any claims for an award of damages that is excluded under this Agreement. | | If Purchaser is buying the Vehicle in a credit sale transaction with Dealer evidenced by a signed retail installment sale contract, this Agreement is binding when the retail installment sale contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment sale contract executed by Purchaser and Dealer based on this Agreement. | |
| THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER | | I certify that I am 18 years of age, or older, and that I have read the printed matter on the front and back hereof, and agree to it as part of this order the same as it were printed above my signature. I/we authorize you to check my/our credit and employment history and to provide and/or obtain information about credit experience with me/us. | |
| APPROVED BY _____ | | 09/06/2022 | |
| X _____ PURCHASER SIGNATURE | | X _____ CD-PURCHASER SIGNATURE | |



Street John G - 124


RETAIL BUYERS ORDER

101 North 4th Street • Breese, Illinois 62230
 Phone: 618-526-2241
 www.gojansen.com

| |
|---------|
| Stock # |
| RUCK2 |

Purchaser's Name UNIVERSITY CITY FLEET DEPARTMENT Date 09/06/2022
 Purchaser's Address 1015 PENNSYLVANIA AVE City UNIVERSITY CITY State MO Zip 63130
 Home Phone (314) 356-1629 Business Phone _____ Cell Phone _____
 E-mail address _____ Cell Phone (2) _____

| | | | | |
|-----------------------------------|-----------|------------------|---------|------------|
| Year | Make | Model | Drive | Trim |
| 2022 | CHEVROLET | SILVERADO 2500HD | | WORK TRUCK |
| 1 G C 3 Y L E 7 7 N F 1 9 0 7 9 8 | | | Mileage | Color |
| | | | 421 | |

| | | | |
|---|--|---|-----------|
| CAN NOT HOLD VEHICLE WITHOUT DEPOSIT | | VALUE PRICE | 52,590.00 |
| DESCRIPTION OF TRADE-IN | | TRANSPORTATION FEE | N/A |
| YEAR N/A MAKE N/A MODEL N/A | | DEALER INSTALLED OPTIONS OR SERVICES | N/A |
| MILEAGE N/A COLOR N/A | | N/A | N/A |
| BODY STYLE N/A | | N/A | N/A |
| TITLE HELD BY N/A | | N/A | N/A |
| STREET ADDRESS N/A | | N/A | N/A |
| CITY, STATE, ZIP N/A | | TOTAL CASH SALES PRICE | 52,590.00 |
| LIEN DUE DATE N/A LIEN AMOUNT \$ N/A | | LESS TRADE-IN ALLOWANCE | N/A |
| PURCHASER'S CERTIFICATION | | CASH DIFFERENCE | 52,590.00 |
| 1. I hereby certify that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE; AND | | DOCUMENT FEES ** | 324.00 |
| 2. I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at the time of delivery; AND | | NET TAXABLE TOTAL | 52,914.00 |
| 3. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the Seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage. | | ILLINOIS STATE SALES TAX | N/A |
| 4. All equipment (including tires) as appraised on my trade in will remain, and the only existing material defects known to me on the motor vehicle that is being traded in to the dealer are: | | FORD FACTORY INCENTIVES (IF ANY) | N/A |
| IF NONE, SO STATE | | LICENSE & TITLE FEES <input type="checkbox"/> NEW <input type="checkbox"/> TRANSFER <input type="checkbox"/> | N/A |
| 5. THIS IS A CASH SALE | | SUB TOTAL | 52,914.00 |
| ARBITRATION | | BALANCE OWED ON TRADE-IN | N/A |
| 6. MANDATORY ARBITRATION OF DISPUTES, ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, PURSUANT TO THE FOLLOWING TERMS. | | TOTAL | 52,914.00 |
| a. The Federal Arbitration Act, not state law, shall govern the arbitration process and the question of whether a claim is subject to arbitration. The customer, however, retains the right to take any claim, controversy or dispute that qualifies to small claims court rather than arbitration. | | TOTAL CASH DOWN PAYMENT DUE | N/A |
| b. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association, or, alternatively, may be selected by the agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration shall be conducted by, and under the then-applicable rules of, The American Arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate. | | ** IF PAYING BY CREDIT CARD, A 2.95% PROCESSING FEE WILL BE ASSESSED | N/A |
| c. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. | | N/A | N/A |
| d. No claim, controversy or dispute may be joined in arbitration with a claim, controversy or dispute of any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this Agreement, and the Customer and the Company both waive any claims for an award of damages that is excluded under this Agreement. | | TOTAL PAYMENT DUE AT DELIVERY | 52,914.00 |
| THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER | | ** A DOCUMENT FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS \$150 THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENT FEE OF \$150 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW. | |
| APPROVED BY _____ | | Purchaser agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Purchaser, by signing this Agreement, acknowledges that he/she has read its terms and has received a true copy of this Agreement. | |
| | | If Purchaser is buying the Vehicle for cash (this includes a Purchaser arranging his or her own financing from a party other than a dealer), this Agreement is not binding upon either Dealer or Purchaser until signed by an authorized Dealer representative. | |
| | | If Purchaser is buying the Vehicle in a credit sale transaction with Dealer evidenced by a signed retail installment sale contract, this Agreement is binding when the retail installment sale contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment sale contract executed by Purchaser and Dealer based on this Agreement. | |
| | | I certify that I am 18 years of age, or older, and that I have read the printed matter on the front and back hereof, and agree to it as part of this order the same as it were printed above my signature. I/we authorize you to check my/our credit and employment history and to provide and/or obtain information about credit experience with me/us. | |
| | |  X PURCHASER SIGNATURE 09/06/2022 X CD PURCHASER SIGNATURE | |



Street Row 123 RETAIL BUYERS ORDER

101 North 4th Street • Breese, Illinois 62230
Phone: 618-526-2241
www.gojansen.com

| |
|---------|
| Stock # |
| TRUCK4 |

Purchaser's Name UNIVERSITY CITY FLEET DEPARTMENT Date 09/06/2022
 Purchaser's Address 1015 PENNSYLVANIA AVE City UNIVERSITY CITY State MO Zip 63130
 Home Phone (314) 356-1629 Business Phone _____ Cell Phone _____
 E-mail address _____ Cell Phone (2) _____

| | | | | | | | | | | | | | | | | | | | | | | | |
|------|------|------|-----------|-------|------------------|-------|---|------|------------|---|---|---|---|---|---|---|---|---------|-----|------------|--|-------|--|
| Year | 2022 | Make | CHEVROLET | Model | SILVERADO 2500HD | Drive | | Trim | WORK TRUCK | | | | | | | | | | | | | | |
| VIN | 1 | G | C | 3 | Y | L | E | 7 | 2 | N | F | 1 | 9 | 1 | 5 | 1 | 8 | Mileage | 424 | Body Style | | Color | |

| | | | |
|---|--------|---|-----------|
| CAN NOT HOLD VEHICLE WITHOUT DEPOSIT | | VALUE PRICE | 52,590.00 |
| DESCRIPTION OF TRADE-IN | | TRANSPORTATION FEE | N/A |
| YEAR | N/A | DEALER INSTALLED OPTIONS OR SERVICES | |
| MAKE | N/A | N/A | N/A |
| MODEL | N/A | N/A | N/A |
| MILEAGE | N/A | N/A | N/A |
| BODY STYLE | N/A | N/A | N/A |
| TITLE HELD BY | N/A | N/A | N/A |
| STREET ADDRESS | N/A | TOTAL CASH SALES PRICE | 52,590.00 |
| CITY, STATE, ZIP | N/A | LESS TRADE-IN ALLOWANCE | N/A |
| LIEN DUE DATE | N/A | CASH DIFFERENCE | 52,590.00 |
| LIEN AMOUNT | \$ N/A | DOCUMENT FEES ** | 324.00 |
| PURCHASER'S CERTIFICATION | | NET TAXABLE TOTAL | 52,914.00 |
| 1. I hereby certify that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE; AND | | ILLINOIS STATE SALES TAX | N/A |
| 2. I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at the time of delivery; AND | | FORD FACTORY INCENTIVES (IF ANY) | N/A |
| TRANSIT DAMAGE | | LICENSE & TITLE FEES <input type="checkbox"/> NEW <input type="checkbox"/> TRANSFER <input type="checkbox"/> _____ | N/A |
| 3. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the Seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage. | | SUB TOTAL | 52,914.00 |
| KNOWN DEFECTS | | BALANCE OWED ON TRADE-IN | N/A |
| 4. All equipment (including tires) as appraised on my trade in will remain, and the only existing material defects known to me on the motor vehicle that is being traded in to the dealer are: | | TOTAL | 52,914.00 |
| _____ AND | | TOTAL CASH DOWN PAYMENT DUE | N/A |
| IF NONE, SO STATE | | **IF PAYING BY CREDIT CARD, A 2.95% PROCESSING FEE WILL BE ASSESSED | N/A |
| 5. THIS IS A CASH SALE. | | N/A | N/A |
| ARBITRATION | | TOTAL PAYMENT DUE AT DELIVERY | 52,914.00 |
| 6. MANDATORY ARBITRATION OF DISPUTES, ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, PURSUANT TO THE FOLLOWING TERMS: | | ** A DOCUMENT FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS \$30 THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENT FEE OF \$150 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW. | |
| a. The Federal Arbitration Act, not state law, shall govern the arbitration process and the question of whether a claim is subject to arbitration. The customer, however, retains the right to take any claim, controversy or dispute that qualifies to small claims court rather than arbitration. | | Purchaser agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Purchaser, by signing this Agreement, acknowledges that he/she has read its terms and has received a true copy of this Agreement. | |
| b. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association, or, alternatively, may be selected by the agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration shall be conducted by, and under the then-applicable rules of, the American Arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate. | | If Purchaser is buying the Vehicle for cash (this includes a Purchaser arranging his or her own financing from a party other than a dealer), this Agreement is not binding upon either Dealer or Purchaser until signed by an authorized Dealer representative. | |
| c. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. | | If Purchaser is buying the Vehicle in a credit sale transaction with Dealer evidenced by a signed retail installment sale contract, this Agreement is binding when the retail installment sale contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment sale contract executed by Purchaser and Dealer based on this Agreement. | |
| d. No claim, controversy or dispute may be joined in arbitration with a claim, controversy or dispute of any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this Agreement, and the Customer and the Company both waive any claims for an award of damages that is excluded under this Agreement. | | I certify that I am 18 years of age, or older; and that I have read the printed matter on the front and back hereof, and agree to it as part of this order the same as it were printed above my signature. I/we authorize you to check my/our credit and employment history and to provide and/or obtain information about credit experience with me/us. | |
| THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER | | 09/06/2022 | |
| APPROVED BY _____ | | X _____ PURCHASER SIGNATURE | |
| | | X _____ CO-PURCHASER SIGNATURE | |



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

| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CA20220912-02 |
|---|----------------------|

SUBJECT/TITLE:
State of MO, Application for Federal/State Public Assistance (DR-4665) - Ratifying the authorization of the Mayor/Mayor Pro Tem's signature.

| | |
|--|--|
| REQUESTED BY: Keith Cole - Director of Finance | DEPARTMENT / WARD: Finance / All |
|--|--|

| | |
|-----------------------------------|---------------------------------------|
| AGENDA SECTION: Consent | CAN ITEM BE RESCHEDULED? No |
|-----------------------------------|---------------------------------------|

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
The City Manager is recommending the ratification of authorizing the Mayor to sign the State of Missouri Application for Federal/State Public Assistance (DR-4665) in order to receive Federal funds from Federal Emergency Management Agency (FEMA).

FISCAL IMPACT:
N/A

| | | | |
|-------------------|--|---------------------|--|
| AMOUNT: | | ACCOUNT No.: | |
| FROM FUND: | | TO FUND: | |

EXPLANATION:
SEMA's Public Assistance Section (part of SEMA's Recovery Division) administers federal grants to eligible public entities for the repair and restoration of damaged roads, bridges, public infrastructure and facilities in federally-declared disaster areas. These expenses included emergency protective measures or response costs as a direct result of the disaster. Public entities include municipal and county government, school districts, state agencies, and certain private, nonprofit organizations.
Funding is provided through the Federal Emergency Management Agency (FEMA), in accordance with Public Law 93-288, as amended by the Stafford Act.

STAFF COMMENTS AND BACKGROUND INFORMATION:
On August 8, 2022, President Biden approved Governor Parson's request for a major disaster declaration, allowing people affected by the July 25-28 flooding in St. Louis City, County, and St. Charles County to apply for federal assistance. The State of Missouri Application for Federal/State Public Assistance is part of the request for public assistance process in order to receive any federal funds. The application will be sent back to State Emergency Management Agency (SEMA).


| | |
|----------------|--|
| CIP No. | |
|----------------|--|

RELATED ITEMS / ATTACHMENTS:
- State of Missouri Application for Federal/State Public Assistance

LIST CITY COUNCIL GOALS (S):

| | |
|--|--|
| RESPECTFULLY SUBMITTED: City Manager, Gregory Rose | MEETING DATE: September 12, 2022 |
|--|--|

STATE OF MISSOURI
APPLICATION FOR FEDERAL/STATE PUBLIC ASSISTANCE
(PL 93-288 AS AMENDED/RSMo. CHAPTER 44)

| | | |
|--|---|--|
| 1. DATE SUBMITTED: | 3. (APPLICANT) SUBRECIPIENT ID NUMBER: | 4. DECLARATION NUMBER AND DATE: |
| 2. DATE RECEIVED: | | FEMA - 4665 - DR - MO Dated: 8/8/22 |
| 5. (APPLICANT) SUBRECIPIENT INFORMATION: | 6. TYPE OF (APPLICANT) SUBRECIPIENT: Check appropriate box or boxes [x] | |
| A. Legal Name: City of University | A. State Agency [] | B. County [] |
| City | C. City <input checked="" type="checkbox"/> | D. Township [] |
| B. FEIN #: 43-6003855 | E. Special District [] | F. Private Non-Profit [] |
| C. UEI #: Q4NLF9FNJZW7 | G. Other [] | (Specify) |
| D. (Applicant's) Subrecipient's Fiscal Year: FROM: <u>July 1</u> TO: <u>June 30</u> | | |
| E. Address (St./POB/City/State/Zip): 6801 Delmar Blvd. University City, Missouri 63130 | 7. INCIDENT PERIOD: July 25-July 28, 2022 | |
| | 8. State Agency to Receive Request: State Emergency Management Agency P. O. Box 116, 2302 Militia Dr. Jefferson City, MO 65102 Phone: 573-526-9234 Sema.pa@sema.dps.mo.gov | |
| 9. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION IS TRUE AND CORRECT, THE DOCUMENT HAS BEEN TRULY AUTHORIZED BY THE GOVERNING BODY OF THE (APPLICANT) SUBRECIPIENT AND THE SUBRECIPIENT WILL COMPLY WITH ALL ASSURANCES IF THE ASSISTANCE IS AWARDED. | | |
| A. Name of Authorized Representative (Typed or Printed): Keith Cole | B. Title: Director of Finance | C. Telephone Number (Include Area Code): 314.505.8542 |
| D. Signature of Authorized Representative:  | E. Date Signed: <u>9.6.22</u> | |

BELOW THIS LINE FOR SEMA USE ONLY

| | | |
|------------------|---------------------------|-----------|
| FUNDING REQUEST: | BUNDLE #: _____ | |
| | SA # and Version #: _____ | |
| | | |
| | | |
| | | |
| A. Federal: | B. State: | C. Total: |

SEMA REVIEW

| | | |
|--------------|---------------|-------------------|
| PREPARED BY: | | |
| Signature: | Title: | Date of Approval: |
| | Alternate GAR | |



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
VENDOR INPUT/ACH-EFT APPLICATION

DR-4665

***REQUIRED FIELDS**

| | | | |
|---|--|---|--|
| *NAME/ADDRESS AS SHOWN ON FEDERAL TAX RETURN | | *FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER | |
| City of University City | | 43-6003855 | |
| 6801 Delmar Blvd. | | *TYPE OF ENTITY | |
| University City, Missouri 63130 | | <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Individual <input type="checkbox"/> State Employee <input checked="" type="checkbox"/> Other <u>Municipality</u> | |
| REMIT TO NAME/ADDRESS IF DIFFERENT THAN ABOVE | | * NEW TO DOING BUSINESS WITH THE STATE OF MISSOURI? | |
| | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | |
| | | * IF NO, UPDATING EXISTING INFORMATION? | |
| | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | |
| | | I HAVE RECEIVED A PAYMENT FROM THE STATE OF MISSOURI WITHIN THE LAST 22 MONTHS? | |
| | | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | |
| | | DATE OF CHANGE | |
| | | PREVIOUS FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER | |
| COMMENTS | | PREVIOUS NAME | |
| | | PREVIOUS ADDRESS | |
| | | HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? | |
| | | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | |
| | | IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? | |
| | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | |
| TO BE COMPLETED BY FINANCIAL INSTITUTION | | <input checked="" type="checkbox"/> I (We) hereby authorize the State of Missouri, to initiate credit entries to my (our) account at the depository financial institution named and to credit the same such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provision of U.S. law. | |
| NAME/ADDRESS OF FINANCIAL INSTITUTION | | This authorization is to remain in full force and effect until the State of Missouri, Office of Administration, has received written notification from me (us) of its termination in such time and in such manner as to afford the State of Missouri and the financial institution a reasonable opportunity to act on it. | |
| Commerce Bank | | <input type="checkbox"/> I (We) hereby cancel my (our) ACH/EFT authorization. | |
| 8000 Forsyth Blvd. | | *VENDOR SIGNATURE | |
| St. Louis, Missouri 63105 | | X <i>Keith Cole</i> | |
| DEPOSITOR ROUTING NUMBER | | *PRINT NAME | |
| 101000019 | | Keith Cole | |
| DEPOSITOR ACCOUNT NUMBER | | *TITLE | |
| 290000507 | | Director of Finance | |
| NAME ON ACCOUNT | | EMAIL ADDRESS | |
| City of University City | | kcole@ucitymo.org | |
| TYPE OF ACCOUNT | | TELEPHONE | |
| <input checked="" type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS | | 314.505.8542 | |
| SIGNATURE OF REPRESENTATIVE OF FINANCIAL INSTITUTION | | *DATE | |
| <i>[Signature]</i> | | 9.6.22 | |
| PRINT NAME | | CERTIFICATION FOR INTERNAL REVENUE SERVICE (IRS) | |
| Ryan Baumgartner | | <input type="checkbox"/> Exempt from Backup Withholding | |
| TITLE | | Under penalties of perjury, I certify that: | |
| Commercial Banking Relationship Manager | | I. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and II. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and III. I am a U.S. person (including a U.S. resident alien). | |
| TELEPHONE NUMBER | | DATE | |
| 314.746.8572 | | 08.31.2022 | |
| SIGNATURE | | Certification instructions. You must cross out item II above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For all real estate transactions, item II does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See W-9 Instructions on irs.gov website for more information.) The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. | |

MO 300-1489 (10-21)

FAX COMPLETED FORMS TO (573) 526-9813 or
MAIL TO OFFICE OF ADMINISTRATION/ACCOUNTING, PO BOX 809, JEFFERSON CITY, MO 65102

VENDOR INPUT FORM INSTRUCTIONS

The purpose of this form is to add a vendor record or to make changes to a vendor record. A vendor is a person or business being paid by the State of Missouri.

THESE FIELDS ARE REQUIRED TO BE COMPLETED FOR ALL CIRCUMSTANCES.

Enter NAME/ADDRESS AS SHOWN ON FEDERAL TAX RETURN.

Enter the FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER that is used for income taxes for the name entered.

Check the correct TYPE OF ENTITY.

If you are new to doing business with the state, please check yes. If you've done business with the State of Missouri before, please check no.

If you checked no on the question above, are you updating existing information in our system? If you checked yes on the question above, please move to the next question.

Wet signature is required at VENDOR SIGNATURE along with PRINT NAME, TITLE, TELEPHONE, and DATE.

ADDITIONAL INFORMATION

If payments are to be sent to a different address, enter a REMIT TO NAME/ADDRESS.

If you are making a change to your vendor record, fill out these additional fields:

DATE OF CHANGE is the effective date of the change in business structure/activity

PREVIOUS FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER

PREVIOUS NAME

PREVIOUS ADDRESS

COMMENTS are for additional information that may be helpful including reason for the change.

TO SET UP OR TO CHANGE DIRECT DEPOSIT INFORMATION, FILL IN THE FOLLOWING, INCLUDING THE REQUIRED FIELDS FROM ABOVE.

NAME/ADDRESS OF FINANCIAL INSTITUTION where you want the money to be deposited. A representative from the financial institution must complete and sign this section. This must be a wet signature.

Check appropriate box for electronic deposits.

If changing bank account information, fill in DATE OF CHANGE.

CERTIFICATION FOR INTERNAL REVENUE SERVICE (IRS)

This certifies that the Taxpayer Identification Number (TIN) on this form is the correct number and whether backup withholding applies.

Fax to (573) 526-9813 or mail to Office of Administration/Accounting, PO Box 809, Jefferson City, MO 65102.

State of Missouri
Public Assistance Grant Certifications Form

The individuals identified below are hereby authorized to execute and file Application for Public Assistance on behalf of the designated jurisdiction for the purpose of obtaining and administering available state and federal financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These individuals are authorized to represent and act for this jurisdiction in all dealings with the State of Missouri for all matters pertaining to such disaster assistance required by the agreements and assurances listed on FEMA Form 20-16, the SEMA Public Assistance Program Checklist, and the SEMA Audit Compliance Requirements Checklist. By signing this certification we are verifying that we have read and understand the information and requirements listed on the three documents mentioned above. We further understand that we remain responsible for compliance with all other pertinent federal, state, and local policies and procedures in the administration of Public Assistance funds received as a result of this application. Failure to comply with these requirements will result in the de-obligation of federal/state funds associated with that non-compliance.

City of University City
Applicant Organization

Mailing Address:

_____6801 Delmar Blvd. _____

University City, Missouri 63130_

Senior Elected Official

Bwayne Smotherson,
Mayor Pro Tem
Name & Title


Signature

314.505.8606
Telephone Number

mayor@ucitymo.org_
Email

314.338.7803_____
Fax Number

Chief Financial Officer

Name & Title

Signature


Telephone Number

Email

Fax Number

Authorized Representative

Keith Cole, Director
of Finance_____
Name & Title


Signature

314.505.8542_____
Telephone Number

kcole@ucitymo.org_
Email

314.863.0921_____
Fax Number

**MISSOURI STATE EMERGENCY MANAGEMENT AGENCY (SEMA)
PUBLIC ASSISTANCE PROGRAM CHECKLIST**

1. The applicant (subrecipient) must identify and report all Disaster related damage within sixty days of their Recovery Scoping Meeting with FEMA. Damages identified after FEMA has conducted the applicant's Recovery Transition Meeting must be reported to SEMA.
2. (Project Worksheets/PWs/SA's) Sub-award's are written to restore disaster damaged eligible facilities to their pre-disaster condition and function.
3. Codes and Standards which change the pre-disaster construction of a facility are eligible for consideration only if they are in writing and they were formally adopted by the applicant **PRIOR** to the disaster declaration date or if they are a legal Federal or State requirement applicable to the type of restoration.
4. Applicants must follow the Scope of Work (SOW) in the approved (PW/SA) sub-award. Work not identified in the scope of work is ineligible. The applicant is responsible for informing SEMA of any condition(s) that create a need to change the Scope of Work **BEFORE** incurring costs or proceeding with the work.
5. All project work must be completed by the project completion deadline assigned to the applicable (PW/SA) sub-award. Only costs incurred up to the approved completion date will be considered for reimbursement. If additional time is needed due to circumstances beyond the control of the subrecipient, a written request must be sent to SEMA.
6. The applicant **MUST** submit a written request for an Improved or Alternate project to SEMA and receive a written approval prior to starting construction.
7. An applicant may submit an appeal for additional small project funding if the actual cost for ALL small projects exceeds the approved project amount for ALL small projects. The written appeal must be submitted to SEMA no later than 60 days after the last small project work was completed. The appeal must include cost documentation for ALL small projects.
8. The FEMA Project Completion and Certification Report P.4 must be completed, signed, and returned to SEMA once the project work of the (PWs/SAs) sub-awards on the P.4 is completed.
9. Suspended (PWs/SAs) sub-awards will not receive funding until ALL the requirements identified in the comments section of the (PW/SA) sub-award are met.
10. Applicants with large (PWs/SAs) sub-awards must submit a project cost summary and all associated invoices to SEMA following the completion of each large project. The project cost summary must list all labor, equipment, materials, and contract costs associated with the (PW's/SA's) sub-award's scope of work.
11. The applicant understands and accepts responsibility under the Code of Federal Regulations (CFR), 2 CFR Part 200.305 to minimize the time elapsing between the transfer of funds to us and the disbursement of those funds.
12. The applicant shall promptly, but at least quarterly, remit interest earned to SEMA for return to FEMA.
13. The Missouri State Prevailing Wage Laws are applicable for all public works construction that would have previously been covered. The Governor will determine the applicability of the Missouri State Prevailing Wage Laws for each disaster.

14. The applicant certifies that they are not identified on the General Services Administration **System for Award Management (SAM)**, <https://www.sam.gov/portal/SAM/>, Excluded Parties List (Debarred List) or the **Missouri State Attorney General's Know MO web link**, <https://ago.mo.gov/app/search>.
15. The applicant certifies that they will not contract with any entity identified on the General Services Administration **System for Award Management (SAM)**, <https://www.sam.gov/portal/SAM/>, Excluded Parties List (Debarred List) or the **Missouri State Attorney General's Know MO web link**, <https://ago.mo.gov/app/search>.
16. The applicant certifies they will adhere to Revised Statutes of Missouri (RSMo) Sections 285.525 through 285.555 regarding the hiring of Illegal Immigrants by the (applicant) subrecipient or any contractor or subcontractor. We understand that failure to comply with this requirement will subject us to the penalties described in the references mentioned above.
17. The applicant is required to submit quarterly reports to SEMA on all projects that have not received final payment.
18. The applicant may appeal any determination previously made by FEMA or SEMA. The applicant's appeal must be made in writing and submitted to SEMA within sixty (60) days after receipt of notice of the action which is being appealed.
19. If an applicant expends \$750,000.00 or more in total Federal financial assistance in one applicant's fiscal year (including ALL Federal funds, not just disaster assistance) a copy of the Single Audit or Program Audit (as required by the Single Audit Act of 1984) must be submitted to SEMA.
20. Applicants must maintain all source documentation for each project for 3 years after the date of transmission of the final expenditure report for project completion as certified by the Recipient. [2 CFR 200.302(b)(3)]
21. **Payments may be delayed until SEMA receives required documentation such as Corps of Engineers permit or Missouri Department of Natural Resources 401 permit.**
22. The applicant will immediately notify SEMA if/when they receive any other funds (insurance, CDBG, DNR, USACE, donations, etc.) that will be applied to the (PW/SA) sub-award Scope of Work or non-Federal share.
23. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. The applicant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. See 2 CFR §200.321 for additional details.

**Missouri State Emergency Management Agency (SEMA)
Audit Compliance Requirements Checklist**

As a result of recent decisions by the U.S. Department of Homeland Security Office of the Inspector General (OIG) it has become necessary to obtain additional certification of each Public Assistance applicants' understanding of federal requirements associated with the receipt and expending of federal grants.

(IMPORTANT: Approval of your procurement procedures, cost documentation, source documents, etc., by representatives of the Federal Emergency Management Agency (FEMA) does **NOT** provide any assurance that the U.S. Department of Homeland Security OIG auditors will not require that you return disaster grant funds should they (OIG) disagree with those procedures.)

These procedures have been implemented as a direct result of U.S. DHS OIG audit reports and to prevent the potentially devastating effects of having to return federal funds following a disaster.

The State Emergency Management Agency reserves the right, as the recipient for federal disaster funds, to conduct periodic records reviews of any subrecipient's records and to cease payments to any applicant found to be non-compliant with these requirements.

The following items **must be read and understood** by each subrecipient **BEFORE** signing the certification. **NO** payments will be made on any (project worksheet) sub-award until this and all other required documents/forms have been completed, signed, and provided to Missouri SEMA.

1. The applicant's accounting practices must identify the application of federal funds or account for costs by specific project as required by federal regulations and FEMA guidelines. The Code of Federal Regulations (CFR), 44 CFR Part 7.930 and 2 CFR Part 200.33-336 states that applicants must maintain records that adequately identify the source and application of funds for financially assisted activities.
2. Effective control and accountability must be maintained for all award and sub-award cash, real and personal property, and other assets.
3. The applicant must establish a project file (or site file for multiple-site projects) containing the corresponding (project worksheet/PW) sub-award and all documentation pertaining to the project (or site).
4. The applicant must follow the same or more stringent internal controls when accounting for and expending disaster grant funds as it does for its annual operating revenue.
5. The applicant must maintain documentation by project, reconcile source documentation to invoices, and determine the validity of all project invoices before filing claims.
6. The applicant must follow federal procurement standards as set forth in Code of Federal Regulations (CFR) 44 and 2 CFR Part 200, to include:
 - a. Performance of procurement transactions in a manner providing full and open competition except under certain circumstances.
 - b. Applicants must maintain records sufficient to detail the significant history of the procurement, including rationale for the method of procurement, the basis of contractor selection, and basis for the contract price.

- c. Applicants must document a cost or price analysis in connection with every procurement action including contract modifications.
 - d. Time and material type contracts are prohibited unless no other contract is suitable and the contract includes a ceiling price that the contractor exceeds at its own risk. FEMA also generally limits these contracts to seventy (70) hours.
 - e. The applicant must negotiate profits as a separate element for contracts lacking price competition and in all cases where cost analyses are performed.
 - f. The Applicant must take the affirmative steps, as established in 2 C.F.R. § 200.321(a).
7. The applicant understands that improperly contracted work will result in the total ineligibility for the project.
8. This checklist is NOT all inclusive and each subrecipient should be familiar with the requirements of Code of Federal Regulation (2 CFR Part 200 and 44 CFR). Particularly important is Part 206 (Federal Disaster Assistance for Disasters Declared On or After November 23, 1988).



Assurance of Compliance with 2 CFR 200.317 – 200.327

This Assurance of Compliance form (SEMA-PA-4) satisfies the requirements of 2 CFR 200.331 which stipulates that SEMA, as a pass-through entity, provide required information related to, but not limited to, procurement as follows:

- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
- (3d) Monitor the activities of the subrecipient as necessary to ensure that the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved.

1. Review your **Procurement Policy** for compliance with Federal Procurement Policy Standards and 2 CFR 200.317 – 200.327 and submit your **Jurisdictional Review** to SEMA;
2. Submit a copy of your **Procurement Policy** to SEMA, with the submission of State Forms, for review of compliance.
3. SEMA will review your **Procurement Policy**, in accordance with your **Jurisdictional Review**, for compliance and will recommend solutions for any issue(s) which may cause risk to the preservation of eligibility.

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| <p>Common issues for consideration include, but are not limited to:</p> <p>1. 200.318 (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.</p> <p>2. 200.320 (b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.</p> <p>3. 200.320 (c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c) (1) of this section apply.</p> <p>4. 200.320 (f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:</p> <ul style="list-style-type: none"> (1) The item is available only from a single source; (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or (4) After solicitation of a number of sources, competition is determined inadequate. | <p>5. 200.321 (a) The non-Federal entity must take all necessary <u>affirmative steps</u> to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>6. 200.321 (b) Affirmative steps must include:</p> <ul style="list-style-type: none"> (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. <p>7. 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>8. 200.327 The non-Federal entity's contracts must contain the applicable provisions describe in appendix II of 2 CFR Part 200.</p> |
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| Applicant Jurisdiction: | | | |
| Authorized Representative | | Senior Jurisdictional Authority * | |
| Print Name | Keith Cole | Print Name | Bwayne Smotherson |
| Title | Director of Finance | Title | Mayor Pro Tem |
| Signature |  | Signature |  |
| Date | 9.6.22 | Date | 9/7/22 |
| Phone Number | 314.505.8542 | Phone Number | 314.505.8606 |
| Email Address | kcole@ucitymo.org | Email Address | mayor@ucitymo.org |

* If the Authorized Representative also holds the position of Senior Jurisdictional Authority please include the signature and contact information of another jurisdictional authority who can certify compliance. (Example: county clerk, fiscal manager, etc.)

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 1660-0025
Expires July 31, 2007

FOR _____ CA FOR (Name of Recipient)
FY _____

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II FEMA Form 20-16B, Assurances-Construction Programs
- Part III FEMA Form 20-16C, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV SF LLL, Disclosure of Lobbying Activities (*If applicable*)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Keith Cole

Typed Name of Authorized Representative

Director of Finance

Title

Keith Cole

Signature of Authorized Representative

9.6.22

Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington DC 20472. You are not required to complete this form unless a valid OMB control number is displayed in the upper corner on this form. Please do not send your completed form to the above address.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
| <i>Keith Cole</i> | <i>Director of Finance</i> |
| APPLICANT ORGANIZATION | DATE SUBMITTED |
| <i>City of University City</i> | <i>9.7.22</i> |

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Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.





PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  | TITLE  |
| APPLICANT ORGANIZATION  | DATE SUBMITTED  |

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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| * APPLICANT'S ORGANIZATION <input style="width: 100%; height: 20px;" type="text"/> | |
| * PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE | |
| Prefix: <input style="width: 50px;" type="text"/> | * First Name: <input style="width: 250px;" type="text"/> Middle Name: <input style="width: 150px;" type="text"/> |
| * Last Name: <input style="width: 350px;" type="text"/> | Suffix: <input style="width: 50px;" type="text"/> |
| * Title: <input style="width: 200px;" type="text"/> | |
| * SIGNATURE: <input style="width: 300px; height: 30px;" type="text"/> | * DATE: <input style="width: 100px; height: 20px;" type="text"/> |

DR-4665

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Review Public Burden Disclosure Statement

| | | |
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| 1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change |
| 4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____ Congressional District, if known: _____ | | |
| 5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: N/A | | |
| 6. * Federal Department/Agency: _____ | 7. * Federal Program Name/Description: _____ CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: _____ | 9. Award Amount, if known: \$ _____ | |
| 10. a. Name and Address of Lobbying Registrant: Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____ | | |
| b. Individual Performing Services (including address if different from No. 10a) Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____ | | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | |
| * Signature: _____ * Name: Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ Title: _____ Telephone No.: _____ Date: _____ | | |
| Federal Use Only: | | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) |

DR-4665

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



| | |
|--------------------------------------|---------------|
| NUMBER: <i>For City Clerk Use</i> | CA20220912-03 |
|--------------------------------------|---------------|

| |
|--|
| SUBJECT/TITLE: Heman Park Pool Pump Replacement |
|--|

| | |
|--------------------------------|--------------------------------------|
| REQUESTED BY: Darren Dunkle | DEPARTMENT / WARD Parks All Wards |
|--------------------------------|--------------------------------------|

| | |
|-----------------------------------|--------------------------------|
| AGENDA SECTION: Consent Agenda | CAN ITEM BE RESCHEDULED? No |
|-----------------------------------|--------------------------------|

| |
|---|
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Move to approve the purchase said pool pumps from Missouri Machinery & Engineering Company. |
|---|

| |
|--------------------------------|
| FISCAL IMPACT: \$151,431.00 |
|--------------------------------|

| | |
|-------------------------|--------------|
| AMOUNT: \$151,431.00 | ACCOUNT No.: |
|-------------------------|--------------|

| | |
|------------|----------|
| FROM FUND: | TO FUND: |
|------------|----------|

| |
|---|
| EXPLANATION: The storm events that took place on July 26 and 28, 2022, caused overland flooding of the pool and and pumps. The pumps were sumerged under water which caused severe damage and it has been determined that the pumps need to be replaced in order to open the and operate the pool moving forward. Due to the supply chain issues and availability of parts and materials we need to act promptly as we have been told that it could take up to six months or more to have this work completed. |
|---|

| |
|--|
| STAFF COMMENTS AND BACKGROUND INFORMATION: Staff has reached out to various vendors (Westport Pools and Missouri Machinery & Equipment Company) who has done work for us in the past to assess the damage and to provide a proposal on the removal and replacement of the said pumps and only Missouri Machinery & Engineering Company was the only vendor that could come out and assess the damages and were able to provide a proposal, and could ensure that the pumps could be installed by the beginning of the next pool season. |
|--|

| |
|---------|
| CIP No. |
|---------|

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|---|
| RELATED ITEMS / ATTACHMENTS: Proposals |
|---|

| |
|------------------------------|
| LIST CITY COUNCIL GOALS (S): |
|------------------------------|

| | |
|---|-------------------------------------|
| RESPECTFULLY SUBMITTED: City Manager, Gregory Rose | MEETING DATE: September 12, 2022 |
|---|-------------------------------------|

PROPOSAL

~THE PUMP SHOP ~
MISSOURI MACHINERY & ENGINEERING COMPANY
 1228 SOUTH 8TH STREET, ST. LOUIS, MO 63104
 TEL: (314) 231-98,6, FX: (314) 231-7922

| | | | |
|---|-------------------------------|---|----------------------|
| PROPOSAL SUBMITTED TO: City of University City | | DATE 8-24-2022 | |
| STREET 6801 Delmar Blvd. | | JOB NAME Pool Pumps | |
| University City MO. 63130 | | JOB LOCATION | |
| POINT OF CONTACT Mike Warmbold | DATE OF PLANS | PHONE 314-505-8624 | Cell 314-985-8246 |
| PAYMENT 30 Days | SHIPMENT/ DELIVERY 10 Week | Authorized MIKE HUFFMAN, PUMP SYSTEMS CONSULTANT Signature _____ Note: This proposal may be Withdrawn by us if not accepted within <u>10</u> days. | |

WE PROPOSE hereby to furnish material complete in accordance with specification and estimates below for:

Missouri Machinery & Engineering Co. propose the following pumps to replace the pumps and motors that went under water in the July of 2022 flood. The Crown pumps are 40 H.P. 3/230/460V/1150 RPM, 364T ODP premium efficient motor (2), and miscellaneous plumbing parts.

| | |
|-----------------------|--------------|
| Pumps and Parts | \$116,445.00 |
| Labor | \$ 9,350.00 |
| Total | \$125,795.00 |

Mike Huffman
 Pump System Consultant

PRICE DOES NOT INCLUDE FREIGHT OR MISSOURI SALES TAX, IF APPLICABLE

NOTE: Any work done beyond the scope described above will be quoted at our standard time and material rates, for approval of customer.

| | |
|--|------------------------------|
| ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. | Signature: _____ Date: _____ |
|--|------------------------------|

THE TERMS AND CONDITIONS, INCLUDING ANY WARRANTY AND LIMITATION OF LIABILITY ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

PROPOSAL

~THE PUMP SHOP ~
MISSOURI MACHINERY & ENGINEERING COMPANY
 1228 SOUTH 8TH STREET, ST. LOUIS, MO 63104
 TEL: (314) 231-98,6, FX: (314) 231-7922

| | | | |
|---|-------------------------------|---|----------------------|
| PROPOSAL SUBMITTED TO: City of University City | | DATE 8-24-2022 | |
| STREET 6801 Delmar Blvd. | | JOB NAME Pool Pumps | |
| University City MO. 63130 | | JOB LOCATION | |
| POINT OF CONTACT Mike Warmbold | DATE OF PLANS | PHONE 314-505-8624 | Cell 314-985-8246 |
| PAYMENT 30 Days | SHIPMENT/ DELIVERY 10 Week | Authorized MIKE HUFFMAN, PUMP SYSTEMS CONSULTANT Signature _____ Note: This proposal may be Withdrawn by us if not accepted within <u>10</u> days. | |

WE PROPOSE hereby to furnish material complete in accordance with specification and estimates below for:

Missouri Machinery & Engineering Co. propose the following pumps to replace the pumps and motors that went under water in the July of 2022 flood. The 0111659 C Series Pentair pump (1), and 011658 C-Series Pentair pump (1), 015583 Whisper Flo pump (1), and miscellaneous plumbing parts.

| | |
|-----------------------|-------------|
| Pumps and Parts | \$24,756.00 |
| Labor | \$ 880.00 |
| Total | \$25,636.00 |

Mike Huffman
 Pump System Consultant

PRICE DOES NOT INCLUDE FREIGHT OR MISSOURI SALES TAX, IF APPLICABLE

NOTE: Any work done beyond the scope described above will be quoted at our standard time and material rates, for approval of customer.

| | |
|--|------------------------------|
| ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. | Signature: _____ Date: _____ |
|--|------------------------------|

THE TERMS AND CONDITIONS, INCLUDING ANY WARRANTY AND LIMITATION OF LIABILITY ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.



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

| | |
|--------------------------------------|---------------|
| NUMBER: <i>For City Clerk Use</i> | CA20220912-04 |
|--------------------------------------|---------------|

| |
|---|
| SUBJECT/TITLE: Golf Course - Fairway Mower |
|---|

| | |
|--------------------------------|--|
| REQUESTED BY: Darren Dunkle | DEPARTMENT / WARD Parks-Golf Course |
|--------------------------------|--|

| | |
|----------------------------|---------------------------------|
| AGENDA SECTION: Consent | CAN ITEM BE RESCHEDULED? yes |
|----------------------------|---------------------------------|

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
Move to approve the agreement with MTI Distributing and authorizes the City Manager to execute the Quote contained in Council's packet.

FISCAL IMPACT:
\$43,712.52

| | | |
|------------------------|--------------|---------------|
| AMOUNT: \$43,712.52 | ACCOUNT No.: | 28-50-47-8200 |
|------------------------|--------------|---------------|

| | |
|------------|----------|
| FROM FUND: | TO FUND: |
|------------|----------|

EXPLANATION:
Funds have been allocated within the FY Budget in the amount of \$45,000.00 for the replacement of a fairway mower at the Ruth Park Golf Course.

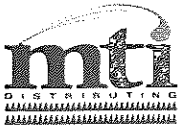
STAFF COMMENTS AND BACKGROUND INFORMATION:
The Parks, Recreation and Forestry Department has used an interlocal contract for cooperative purchasing in the past and would like to use this same type of program in the purchase of the Toro Fairway Mower. The City currently has a membership affiliation with Omnia Partners an interlocal contract for cooperative purchasing agreement and we can secure competitive bid pricing with MTI Distributing.

| | |
|---------|----------|
| CIP No. | GLF23-01 |
|---------|----------|

RELATED ITEMS / ATTACHMENTS:
1) MTI Quote

LIST CITY COUNCIL GOALS (S):

| | |
|---|-------------------------------------|
| RESPECTFULLY SUBMITTED: Gregory Rose, City Manager | MEETING DATE: September 12, 2022 |
|---|-------------------------------------|



MTI Distributing
Equipment Quote
August 3, 2022



Ruth Park Golf
Ken Morgan

Quote Expiration Date: 9/2/2022

| Qty | Model Number | Description | Quote Price Each | Quote Price Extended |
|---------------|--------------|--|------------------|----------------------|
| 1 | 03171 | Reelmaster 3100-D Sidewinder | \$29,281.98 | \$29,281.98 |
| 3 | 03189 | 27 Inch 8 Blade (RR) Radial Reel EdgeSeries | \$4,290.00 | \$12,870.00 |
| 1 | 03172 | 27 Inch Lift Arm Kit | \$1,241.76 | \$1,241.76 |
| 1 | 119-0635 | DPA CU Tipper Kit (For Reelmaster 3100 Series) | \$68.40 | \$68.40 |
| 1 | 03244 | RM 3100 End Weight Kit (3) | \$250.38 | \$250.38 |
| Omnia Pricing | | | Subtotal | \$43,712.52 |
| | | | 9.738% Sales Tax | exempt |
| | | | Total | \$43,712.52 |

Quote valid for 30 days; pending product availability and delivery by October 31, 2022. Due to pricing volatility, all product(s) delivering after October 31, 2022 will require a requote.

Quote is valid for 30 days; pending product availability
 Net 30 Terms with qualified credit
 New Toro commercial equipment comes with a two-year manufacturer warranty
 Equipment delivery and set-up at no additional charge
 All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Eric Bickel
 Commercial Sales Manager
 314-750-7347

Mandi Prinsen
 Inside Sales Representative
 763-592-5641

MTI Distributing, Inc. • 8901 Springdale Ave • Berkeley, MO 63134

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing will become invalid for any unit(s) that MTI Distributing cannot deliver by October 31, 2022.

Name:

Signature:

Date:



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

| | |
|--------------------------------------|---------------|
| NUMBER: <i>For City Clerk Use</i> | CM20220812-01 |
|--------------------------------------|---------------|

SUBJECT/TITLE:
Historic Flood Recovery Efforts Update

| | |
|--|---|
| REQUESTED BY: City Manager Gregory Rose | DEPARTMENT / WARD City Managers Office |
|--|---|

| | |
|---|--------------------------------|
| AGENDA SECTION: City Managers Report | CAN ITEM BE RESCHEDULED? no |
|---|--------------------------------|

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

FISCAL IMPACT:

| | | | |
|---------|--|--------------|--|
| AMOUNT: | | ACCOUNT No.: | |
|---------|--|--------------|--|

| | | | |
|------------|--|----------|--|
| FROM FUND: | | TO FUND: | |
|------------|--|----------|--|

EXPLANATION:
This item ask the Mayor and Council to receive an update on the recovery efforts related to the historic floods of July 26-28, 2022.

STAFF COMMENTS AND BACKGROUND INFORMATION:

| | |
|---------|--|
| CIP No. | |
|---------|--|

RELATED ITEMS / ATTACHMENTS:

LIST CITY COUNCIL GOALS (S):

| | | | |
|-------------------------|------------------------------|---------------|--------------------|
| RESPECTFULLY SUBMITTED: | City Manager, Gregrotry Rose | MEETING DATE: | September 12, 2022 |
|-------------------------|------------------------------|---------------|--------------------|



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

| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | UB20220912-01 |
|---|----------------------|

| | | | |
|---|-------------------------------|---|-----|
| SUBJECT/TITLE: TXT 22-02 - Application for Zoning Code Text Amendment to amend the Schedule of Off-Street Parking Spaces, §400.2140 of the City's Zoning Ordinance. | | | |
| REQUESTED BY: John L. Wagner | | DEPARTMENT / WARD Community Development | |
| AGENDA SECTION: | Unfinished Business Bill 9472 | CAN ITEM BE RESCHEDULED? | Yes |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager concurs with the Plan Commission and recommends approval. | | | |
| FISCAL IMPACT: N/A | | | |
| AMOUNT: | | ACCOUNT No.: | |
| FROM FUND: | | TO FUND: | |
| EXPLANATION: N/A | | | |

| |
|---|
| STAFF COMMENTS AND BACKGROUND INFORMATION: This Zoning Code Text Amendment is an application to amend the Schedule of Off-Street Parking Spaces, §400.2140 of the City's Zoning Ordinance, adding a new category for retail stores with more than 45,000 square-feet of combined space. |
|---|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: Attached are the Plan Commission Transmittal Letter, June 22, 2022 Plan Commission Memo, and a Draft Ordinance. | |

| | | | |
|-------------------------------------|------------------------------|----------------------|---------------|
| LIST CITY COUNCIL GOALS (S): | | | |
| | | | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregorory Rose | MEETING DATE: | Sept 12, 2022 |



Plan Commission

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

June 22, 2022

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

RE: Zoning Code Text Amendment (TXT 22-02)

Dear Ms. Reese,

At a regularly scheduled meeting on June 22, 2022, at 6:30 p.m. via videoconference, the Plan Commission considered the application for a Zoning Code Text Amendment to add a new category for retail stores with more than 45,000 square-feet of combined space.

By a vote of 6 to 1, the Plan Commission recommended approval of the Text Amendment

Sincerely,

A handwritten signature in blue ink, appearing to read "Margaret Holly".

Margaret Holly, Chairperson
University City Plan Commission



Department of Community Development

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

STAFF REPORT

City Council

MEETING DATE: July 11, 2022

FILE NUMBER: TXT 22-02

COUNCIL DISTRICT: N/A

Applicant: City of University City

Request: Text Amendment to amend the Schedule of Off-Street Parking Spaces, §400.2140 of the City’s Zoning Ordinance, adding a new category for retail stores with more 45,000 square-feet of combined space.

Summary. The proposed text amendment would add a new parking equation for large format retail stores, those with more than 45,000 pf square-feet of floor area, to accommodate “e-commerce” strategies such as delivery and customer pick-up.

PROPOSED AMENDMENT TO SECTION 400.2140

| Use | Minimum Parking Requirements |
|---|--|
| Retail store - large format retail with greater than 45,000 square-feet of combined of warehouse, retail, or other flexible space (including but not limited to fulfillment, distribution, storage, or other area(s) not open to the general public but utilized for servicing customers) | One (1) space for every 250 square feet of floor area used as retail space devoted to sales and open to the public; plus one (1) space for every 1,000 square feet of floor area used as warehouse, fulfillment, distribution, storage, or other area(s) not open to the public. |

Rationale for the Text Amendment

The current requirement for retail parking is 1 space for each 200 square-feet of floor area. This new category for larger retail stores – more than 45,000 square-feet in area – would require less parking for larger retail stores as they adapt to changing consumer preferences for rapid home delivery or phone-in pick up/delivery orders. It would also avoid having too many unused parking spaces, leaving more room for enhanced landscaping or similar amenities.

One of the strategies employed by the successful brick and mortar retailers has been to devote a portion of the back of their store for the purpose of “e-commercing,” offering last mile delivery as well as “pack and pickup” and “pick and deliver” merchandise strategies. This approach is being employed by a variety of retailers today as a way to make shopping more convenient for consumers.

One of the outcomes of this new strategy is that it reduces the actual retail area in a store while expanding the area devoted to the “back of the house” fulfillment purpose. With this reallocation of square-footage comes a reduced need for parking since the back of the store functions like a warehouse/distribution center with very few employees, thus reducing the number of parking spaces needed to accommodate these employees.

Additionally, with a certain portion of the “front of the house” being shopped by the store’s employees fulfilling customer orders, there is less need to provide parking for the consumer who either no longer comes to the store to shop or comes to the store for just a few minutes to pick up their order. The combination of these circumstances has led to a reduction in the need for the number of parking spaces that were required in the previous model.

Taking these factors into account, the square-footage retail selling area open to the public can be adequately parked by providing 1 parking space per 250 square-feet of retail floor area, while the back of the house area that serves as a pack and ship distribution operation can be adequately parked at a ratio of 1 space per 1,000 square-feet of warehouse area.

Plan Commission

The Plan Commission recommended approval of this text amendment to the schedule of off-street parking spaces by a vote of six (6) to one (1).

INTRODUCED BY: _____

DATE: _____

BILL NO. 9472

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 400.2140 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, RELATING TO THE SCHEDULE OF OFF-STREET PARKING SPACE REQUIREMENTS, BY ESTABLISHING A MINIMUM PARKING REQUIREMENT FOR RETAIL STORES WITH MORE THAN 45,000 SQUARE-FEET OF COMBINED SPACE.

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

WHEREAS, Chapter 400 (Zoning Code) of the Municipal Code of the City of University City, Missouri divides the City into several zoning districts and establishes standards to which land, buildings, structures and their uses must conform; and

WHEREAS, at its meeting on June 22, 2022, the City Plan Commission reviewed the application for said Zoning Code text amendment and recommended to the City Council approval of the text amendment; and

WHEREAS, due notice of a public hearing to be held by the City Council in the 5th Floor City Council Chambers at City Hall at 6:30 pm, August 8, 2022, was duly published in the St. Louis Countian, a newspaper of general circulation within said City on July 24, 2022; and

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

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

Section 1. Section 400.2140 of the Municipal Code of the City of University City, relating to off-street parking space requirements, is hereby amended by adding the following:

| Use | Minimum Parking Requirements |
|---|--|
| Retail store - large format retail with greater than 45,000 square-feet of combined warehouse, retail, or other flexible space (including but not limited to fulfillment, distribution, or other area(s) not open to the general public but utilized for servicing customers) | 1 space for every 250 square-feet of floor area used as retail space devoted to sales and open to the public; 1 space for every 1000 square-feet of floor area used as fulfillment, distribution, storage, or other area(s) not open to the public; plus one space for each vehicle customarily used in the operation of the use(s) and/or employee(s) on the premises |

Section 2. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED this _____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER:
For City Clerk Use UB20220912-02

| | | | |
|---|-------------------------------|---|-----|
| SUBJECT/TITLE: SUB 22-09 - Application for a Final Plat and Right-of Way Dedication Plat for properties along McKnight Place, south of Delmar Boulevard. | | | |
| REQUESTED BY: John L. Wagner | | DEPARTMENT / WARD Community Development/Ward 1 | |
| AGENDA SECTION: | Unfinished Business Bill 9475 | CAN ITEM BE RESCHEDULED? | Yes |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: The City Manager recommends approval. | | | |
| FISCAL IMPACT: N/A | | | |
| AMOUNT: | | ACCOUNT No.: | |
| FROM FUND: | | TO FUND: | |
| EXPLANATION: N/A | | | |

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|---|
| STAFF COMMENTS AND BACKGROUND INFORMATION: There are three (3) right-of-way dedication plats involved in this request, all of which are part of the Avenir development. All three (3) plats propose to dedicate a portion of land to the City of University City. Each parcel of land is adjacent to McKnight Place, just south of Delmar Boulevard. |
|---|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: Attached are the Plan Commission Transmittal Letter, July 27, 2022, Plan Commission Staff Report, revised to reflect the Commission's decision, and a Draft Ordinance. | |

| | |
|------------------------------|----------------------------|
| LIST CITY COUNCIL GOALS (S): | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregroy Rose |
| MEETING DATE: | Sept 12, 2022 |



Plan Commission

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

July 27, 2022

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

RE: Final Plat / Right-of-Way Dedication Plat - Avenir

Dear Ms. Reese,

At a regularly scheduled meeting, on July 27, 2022, at 6:30 p.m. via video conference, the Plan Commission considered the above-referenced application by Delmar View Properties, LLC and Brentmoor Holdings, LLC for a Final Plat / Right-of-Way Dedication Plat.

By a vote of 6 for and 0 against, the Plan Commission recommended approval of said plat.

A handwritten signature in blue ink, reading "Margaret Holly".

Margaret Holly, Chairperson
University City Plan Commission



Department of Community Development

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

STAFF REPORT

City Council

MEETING DATE: August 8, 2022

FILE NUMBER: SUB 22-08

COUNCIL DISTRICT: 1

Location: McKnight Place,

Applicant: Delmar View Properties, LLC
Brentmoor Holdings, LLC

Request: Right-of-Way Dedications – Final Plat

Existing Zoning: “PD” Planned Development Commercial District,
“GC” General Commercial District

Proposed Zoning: No Change

Existing Land Use: Senior Housing, Office building

Proposed Land Use: Senior Housing, Office building

Surrounding Zoning and Land Use:

North: HRO – High Density Residential/Office

East: HR – High Density Residential & CC – Core Commercial

South: PA – Public Activity

West: PA – Public Activity

COMPREHENSIVE PLAN CONFORMANCE

Yes No No reference

STAFF RECOMMENDATION

Approval Approval with Conditions Denial

ATTACHMENTS

- A. Three (3) Right-of-Way Dedication Plats

Existing Property and Applicant Request

There are three (3) right-of-way dedication plats involved in this request, all of which are part of the Avenir development. All three (3) plats propose to dedicate a portion of land to the City of University City. Each parcel of land is adjacent to McKnight Place, just south of Delmar Boulevard. A copy of each plat is attached for the Commission’s information.

Staff Review

Staff reviewed this as part of the “Final Plat Submittal Requirements” process identified in Section 405.380 of the Subdivision regulations.

Analysis

Staff has determined that the Plat meets all requirements of 405.380 of the Subdivision and Land Development Regulations.

Conclusion/Recommendation

The proposals meets the intent of all Zoning Code and Subdivision Regulation requirements for a Final Plat. Thus, staff recommends approval of the proposed right-of-way dedications.

Plan Commission

The Plan Commission recommended approval of this Final Plat and Right-of-Way Dedication Plat by a vote of six (6) to zero (0).

INTRODUCED BY: _____

DATE: _____

BILL NO. 9475

ORDINANCE NO.

AN ORDINANCE APPROVING THREE FINAL RIGHT-OF-WAY DEDICATION PLATS FOR LAND ALONG MCKNIGHT PLACE, SOUTH OF DELMAR BOULEVARD

WHEREAS, an application was submitted by Delmar View Properties, LLC and Brentmoor Holdings, LLC to dedicate to the City of University City right-of-way on the east and west side of McKnight Place, south of Delmar Boulevard; and

WHEREAS, at its meeting on July 27, 2022, the City Plan Commission reviewed the three (3) final plats for the right-of-way dedication and determined that the final plats are in substantial compliance with the requirements of the University City Municipal Code and recommended to the City Council approval of the final plats; and

WHEREAS, the final plats, including all required documents submitted therewith, are before the City Council for its consideration.

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

Section 1. Attached, marked “Exhibit A,” “Exhibit B” and “Exhibit C”, and made parts hereof are final right-of-way dedication plats for three parcels of land east and west of McKnight Place, south of Delmar Boulevard.

Section 2. It is hereby found and determined that the final plats are in full compliance with the University City Municipal Code, including Sections 405.380 and 400.390. Accordingly, the final plats for the right-of-way dedication, marked “Exhibit A,” “Exhibit B” and “Exhibit C” are hereby approved.

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

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

PASSED and ADOPTED this _____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

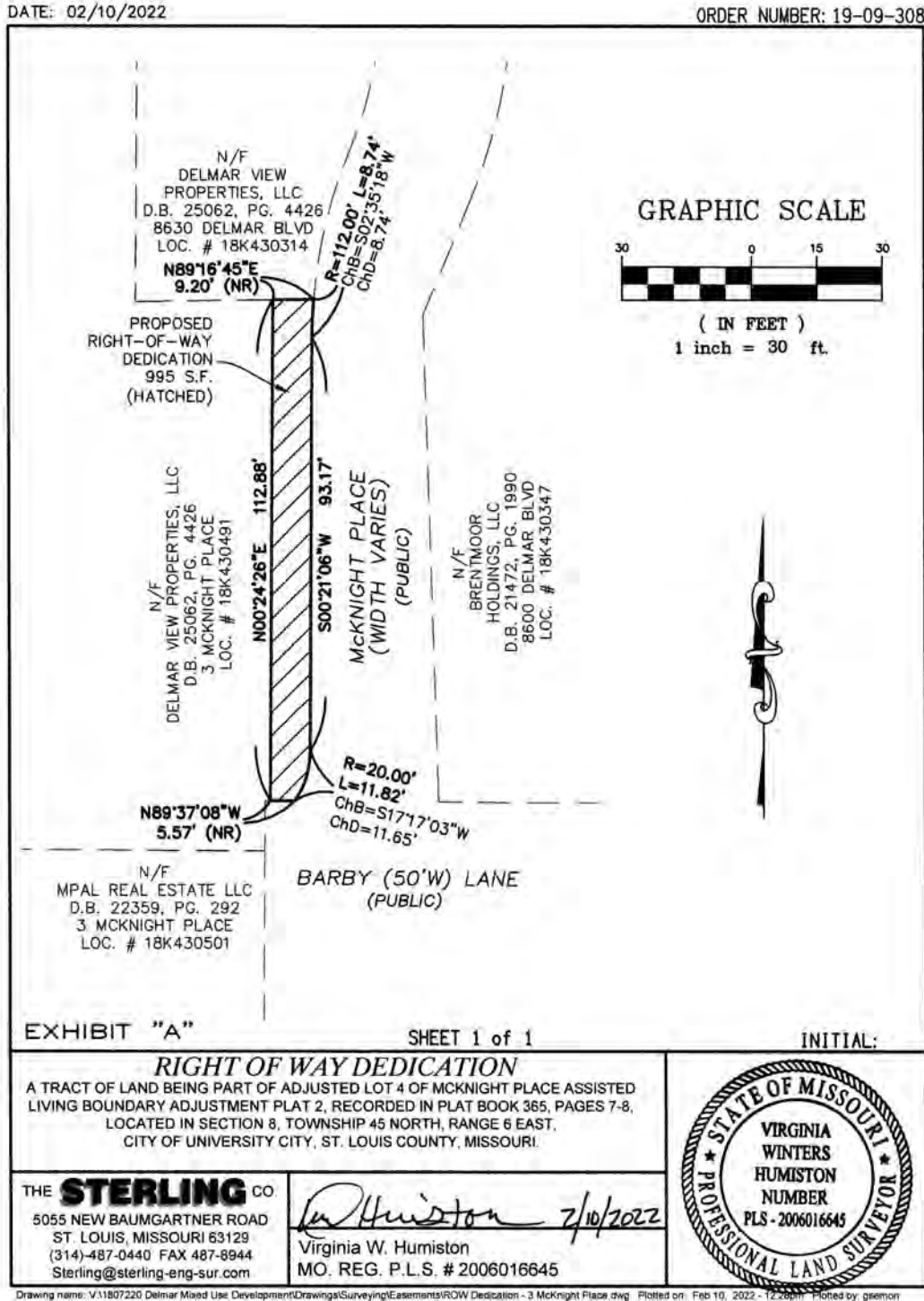
CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

“EXHIBIT A”

PARCEL I.D. NUMBER: 18K430491

LEGAL DESCRIPTION: A tract of land being part of Adjusted Lot 4 of McKnight Place Assisted Living Boundary Adjustment Plat 2, Recorded in Plat Book 365, Pages 7-8, located in Section 8, Township 45 North, Range 6 East, City of University City, St. Louis County, Missouri.



“EXHIBIT B”

PARCEL I.D. NUMBER: 18K430347

LEGAL DESCRIPTION: A tract of land being part of Lots 2, 3, 4, and 5 of Barby Lane, Recorded in Plat Book 61, Page 30, located in Section 8, Township 45 North, Range 6 East, City of University City, St. Louis County, Missouri.

DATE: 02/10/2022

ORDER NUMBER: 19-09-308

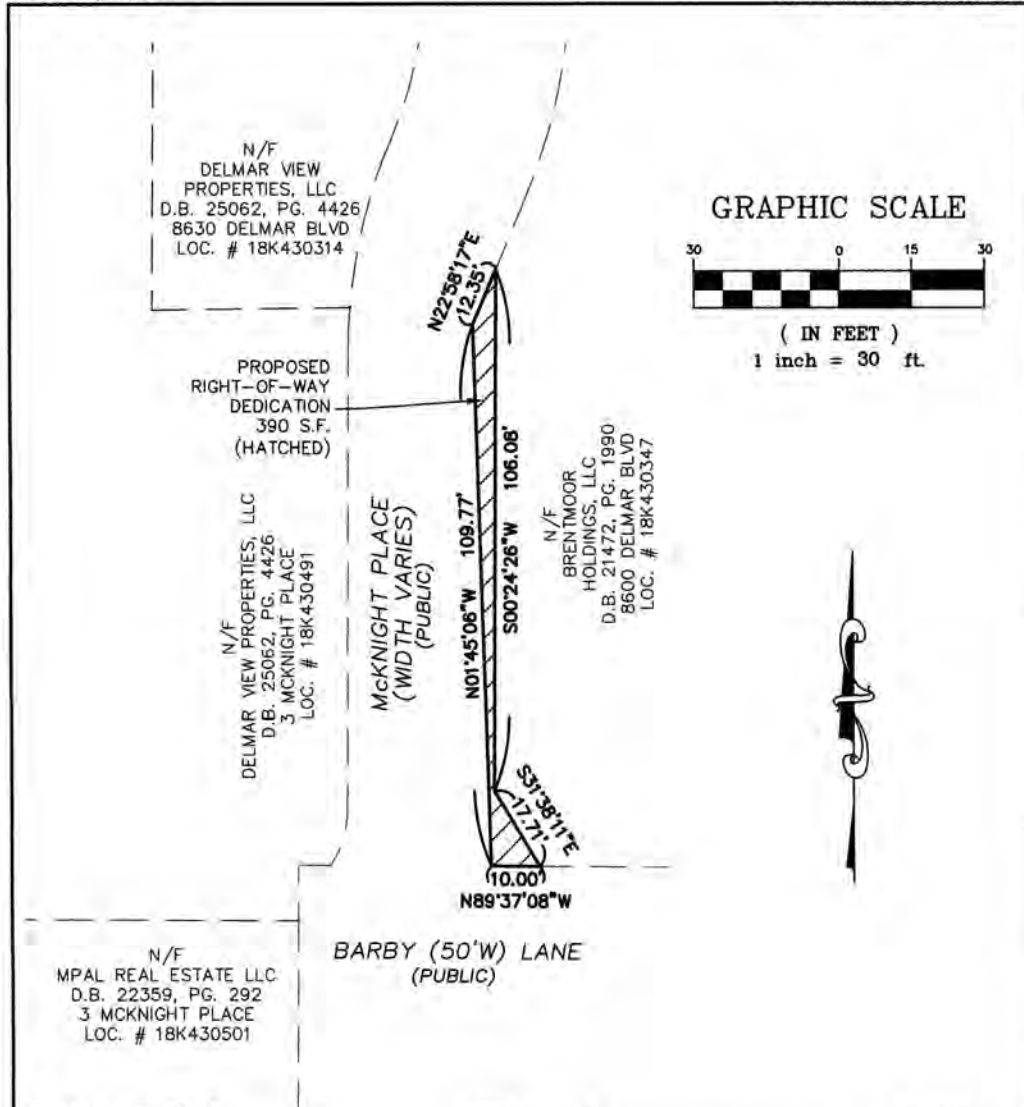


EXHIBIT "A"

SHEET 1 of 1

INITIAL:

RIGHT OF WAY DEDICATION
 A TRACT OF LAND BEING PART OF LOTS 2, 3, 4, AND 5 OF BARBY LANE.
 RECORDED IN PLAT BOOK 61, PAGE 30. LOCATED IN
 SECTION 8, TOWNSHIP 45 NORTH, RANGE 6 EAST,
 CITY OF UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI.

THE **STERLING** CO.
 5055 NEW BAUMGARTNER ROAD
 ST. LOUIS, MISSOURI 63129
 (314)-487-0440 FAX 487-8944
 Sterling@sterling-eng-sur.com

Virginia W. Humiston 2/10/2022
 Virginia W. Humiston
 MO. REG. P.L.S. # 2006016645

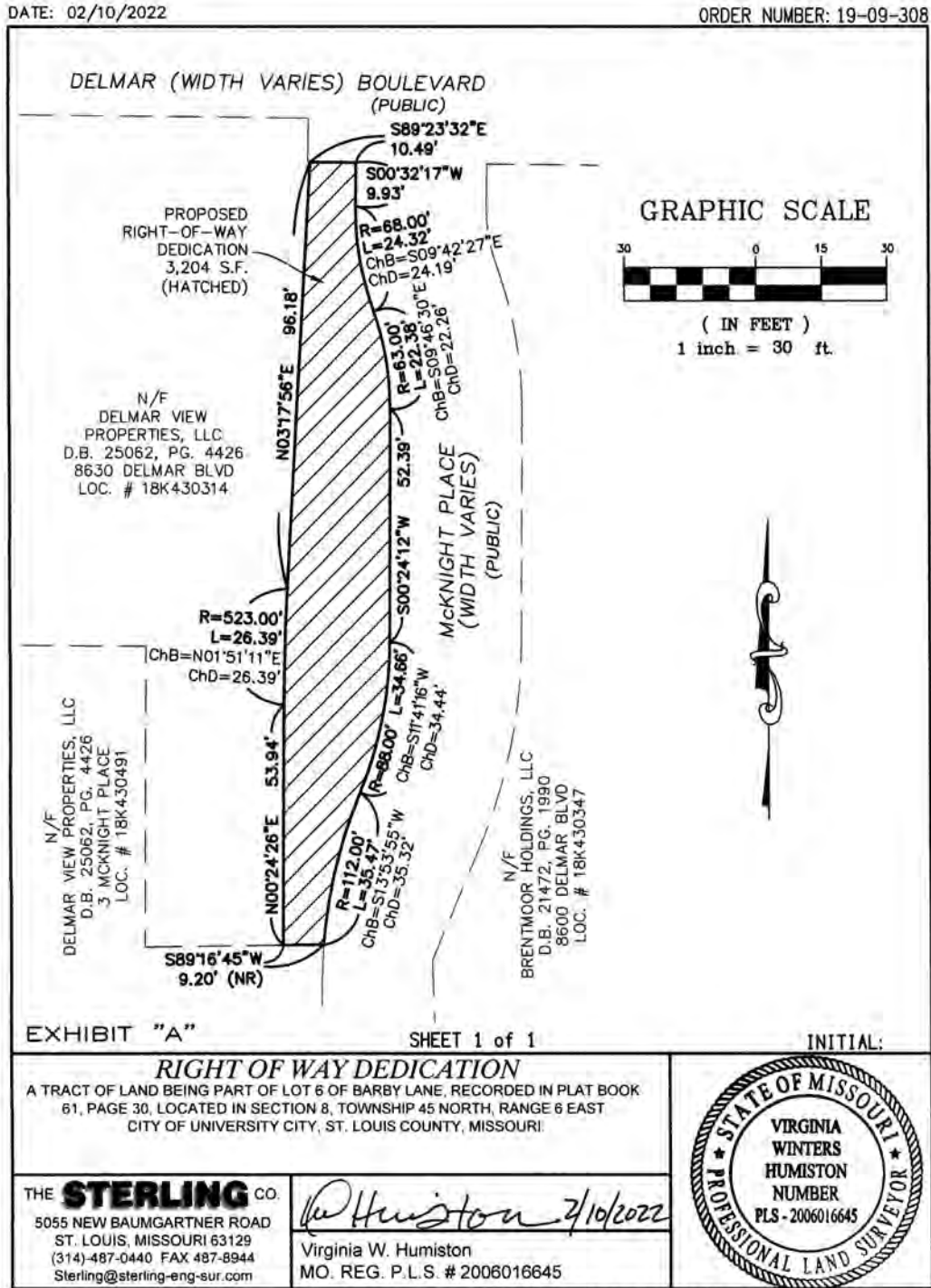


Drawing name: V:\1807220 Delmar Mixed Use Development\Drawings\Surveying\Easements\ROW Dedication - 8600 Delmar Blvd.dwg Plotted on: Feb 10, 2022 - 12:26pm Plotted by: gsemon

“EXHIBIT C”

PARCEL I.D. NUMBER: 18K430314

LEGAL DESCRIPTION: A tract of land being part of Lot 6 of Barby Lane, Recorded in Plat Book 61, Page 30, located in Section 8, Township 45 North, Range 6 East, City of University City, St. Louis County, Missouri.





CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER:
For City Clerk Use NB20220912-01

| | | | |
|---|--------------------------|--|-----|
| SUBJECT/TITLE: Application to vacate an easement known as Elmore Court. | | | |
| REQUESTED BY: John L. Wagner | | DEPARTMENT / WARD Community Development/3 | |
| AGENDA SECTION: | New Business - Bill 9479 | 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: This request for an easement vacation is for the Market at Olive development, Phase IV, north of Olive Boulevard, west of Woodson Road Specifically, the request is to vacate Elmore Court. |
|---|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: A draft ordinance is attached. | |

| | | | |
|------------------------------|----------------------------|---------------|--------------------|
| LIST CITY COUNCIL GOALS (S): | | | |
| | | | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregroy Rose | MEETING DATE: | September 12, 2022 |

INTRODUCED BY: _____

DATE: _____

BILL NO. 9479

ORDINANCE NO.

**AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF
ELMORE COURT.**

WHEREAS, Elmore Court is a public street located in St. Patrick Courts, a subdivision within the City of University City, in St. Louis County, Missouri and recorded in Plat Book 48 Page 33 of the St. Louis County Recorder of Deeds in Clayton, Missouri; and

WHEREAS, due notice of a public hearing on the vacation of said public street to be held by the City Council of City of University City Council on September 27, 2022 at 6:30 p.m., was duly published in the St. Louis Countian, a newspaper of general circulation within said City, on September 11, 2022; and

WHEREAS, said public hearing was held at the time and place specified in said notice, and all comments concerning said vacation were duly heard and considered by the City Council.

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

Section 1. The right-of-way of Elmore Court in the City of University City in St. Louis County, Missouri, and all of the City of University City's rights, title and interest therein is hereby vacated, surrendered and quitclaimed, but reserving all public utility easements, if any; said property is more specifically described as follows:

ALL OF ELMORE COURT, 50 FEET WIDE, AS ESTABLISHED BY ST. PATRICK COURTS, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48, PAGE 33 OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN TOWNSHIP 45 NORTH, RANGE 6 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE EASTERNMOST CORNER OF LOT 1, BLOCK 1 OF THE ABOVE SAID ST. PATRICK COURTS, SAID POINT ALSO BEING LOCATED ON THE WEST LINE OF WOODSON ROAD, VARIABLE WIDTH, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID ELMORE COURT THE FOLLOWING COURSES AND DISTANCES: ALONG SAID CURVE WITH AN ARC LENGTH OF 39.28 AND A CHORD WHICH BEARS NORTH 44 DEGREES 45 MINUTES 32 SECONDS WEST, 35.28 FEET TO A POINT OF TANGENCY; NORTH 89 DEGREES 46 MINUTES 03 SECONDS WEST, 269.81 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 36.14 FEET AND A CHORD WHICH BEARS SOUTH 69 DEGREES 31 MINUTES 39 SECONDS WEST, 35.36 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 229.35 FEET AND A CHORD WHICH BEARS NORTH 00 DEGREES 13 MINUTES 37 SECONDS EAST, 75.00 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, SAID POINT ALSO BEING LOCATED ON THE NORTHERN RIGHT-OF-WAY LINE OF ELMORE COURT; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: ALONG SAID CURVE WITH AN ARC LENGTH OF 36.14 FEET

AND A CHORD WHICH BEARS SOUTH 69 DEGREES 03 MINUTES 46 SECONDS EAST, 36.36 FEET TO A POINT OF TANGENCY; SOUTH 89 DEGREES 46 MINUTES 03 SECONDS EAST, 269.84 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 25.00 AN ARC LENGTH OF 39.26 FEET AND A CHORD WHICH BEARS NORTH 45 DEGREES 14 MINUTES 28 SECONDS EAST, 35.35 FEET ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF ABOVE SAID WOODSON ROAD; THENCE CROSSING ELMORE COURT, SOUTH 00 DEGREES 14 MINUTES 59 SECONDS WEST, 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 23,897 SQUARE FEET OR 0.549 ACRES, MORE OR LESS.

Section 2. Said right-of-way us further described and shown hachured on the attached Right-of-Way Vacation, marked "Exhibit A" and incorporated herein by this reference thereto.

Section 3. The City Clerk is hereby directed to have this ordinance recorded in the office of the Recorder of Deeds of St. Louis County, Missouri.

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

PASSED and ADOPTED this _____ day of _____, 2022.

MAYOR

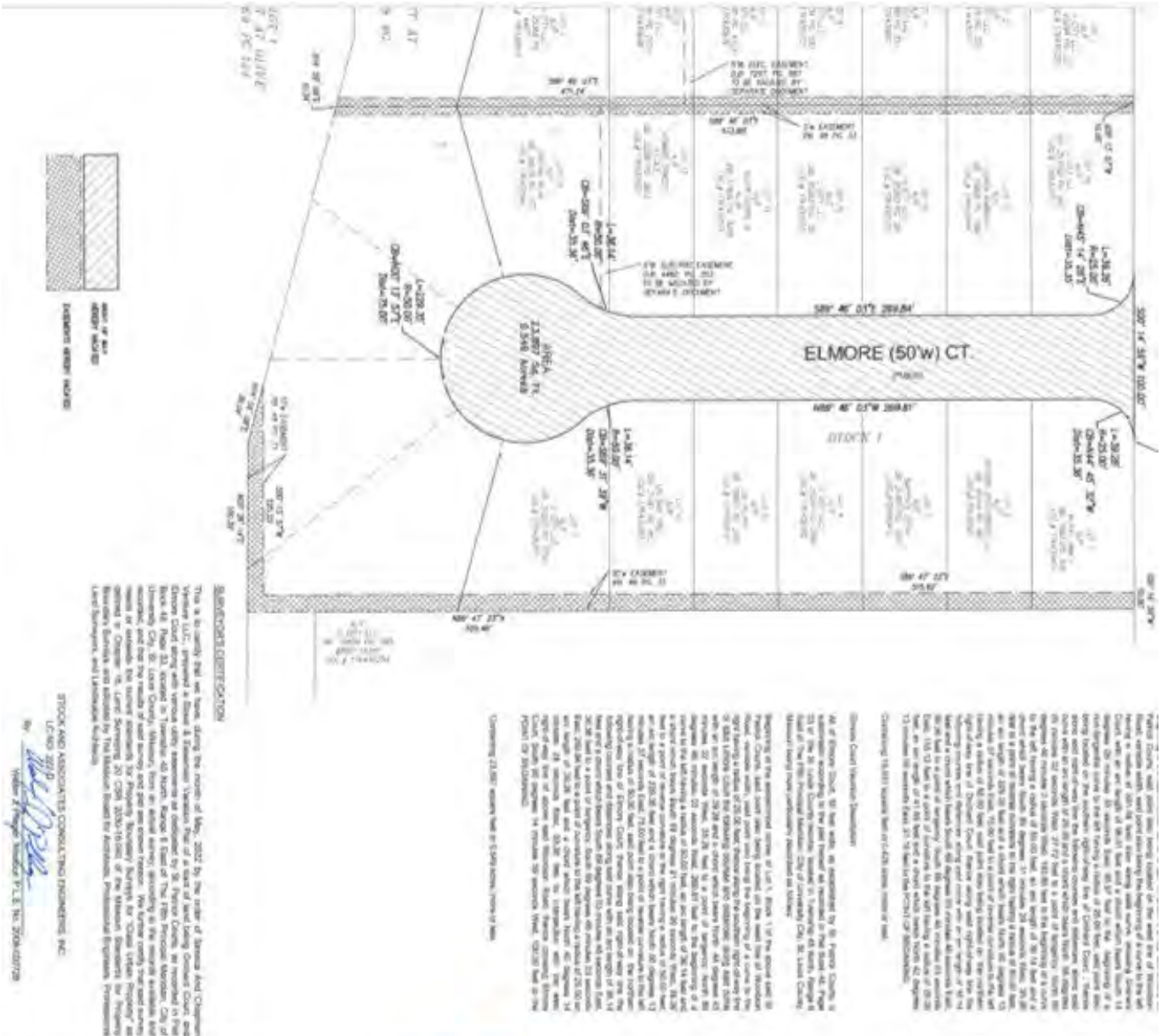
ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

“EXHIBIT A”



ST. PATRICK COURTS, a partnership, is the owner of the property shown on this plat. The property is located in the City of St. Louis, Missouri, and is subject to the provisions of the Uniform Platting Act, Chapter 107, R.S.M.S., which are hereby adopted by reference. The property is being vacated for the purpose of creating a public street, and the plat is being recorded for the purpose of creating a public street. The property is being vacated for the purpose of creating a public street, and the plat is being recorded for the purpose of creating a public street. The property is being vacated for the purpose of creating a public street, and the plat is being recorded for the purpose of creating a public street.

ST. PATRICK COURTS, a partnership, is the owner of the property shown on this plat. The property is located in the City of St. Louis, Missouri, and is subject to the provisions of the Uniform Platting Act, Chapter 107, R.S.M.S., which are hereby adopted by reference. The property is being vacated for the purpose of creating a public street, and the plat is being recorded for the purpose of creating a public street. The property is being vacated for the purpose of creating a public street, and the plat is being recorded for the purpose of creating a public street. The property is being vacated for the purpose of creating a public street, and the plat is being recorded for the purpose of creating a public street.

STREET AND EASEMENT VACATION PLAT

ST PATRICK COURTS VACATION

ORCHARD COURT, AND ELMORE COURT
UNIVERSITY CITY ST. LOUIS COUNTY MISSOURI

City of St. Louis
Department of Public Works
Division of Planning & Development

REVISIONS:

STREET AND EASEMENT VACATION PLAT

1 of 1



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

| | |
|--------------------------------------|---------------|
| NUMBER: <i>For City Clerk Use</i> | NB20220912-02 |
|--------------------------------------|---------------|

| | | | |
|---|------------------------|--|-----|
| SUBJECT/TITLE: Application to vacate an easement known as Orchard Court. | | | |
| REQUESTED BY: John L. Wagner | | DEPARTMENT / WARD Community Development/3 | |
| AGENDA SECTION: | New Business Bill 9480 | 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: This request for an easement vacation is for the Market at Olive development, Phase IV, north of Olive Boulevard, west of Woodson Road Specifically, the request is to vacate Orchard Court. |
|--|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: A draft ordinance is attached. | |

| | | | |
|------------------------------|----------------------------|---------------|--------------------|
| LIST CITY COUNCIL GOALS (S): | | | |
| | | | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregroy Rose | MEETING DATE: | September 12, 2022 |

INTRODUCED BY: _____

DATE: _____

BILL NO. 9480

ORDINANCE NO.

AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF ORCHARD COURT.

WHEREAS, Orchard Court is a public street located in St. Patrick Courts, a subdivision within the City of University City, in St. Louis County, Missouri and recorded in Plat Book 48 Page 33 of the St. Louis County Recorder of Deeds in Clayton, Missouri; and

WHEREAS, due notice of a public hearing on the vacation of said public street to be held by the City Council of City of University City Council on September 27, 2022 at 6:30 p.m., was duly published in the St. Louis Countian, a newspaper of general circulation within said City, on September 11, 2022; and

WHEREAS, said public hearing was held at the time and place specified in said notice, and all comments concerning said vacation were duly heard and considered by the City Council.

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

Section 1. The right-of-way of Orchard Court in the City of University City in St. Louis County, Missouri, and all of the City of University City's rights, title and interest therein is hereby vacated, surrendered and quitclaimed, but reserving all public utility easements, if any; said property is more specifically described as follows:

ALL OF ORCHARD COURT, 50 FEET WIDE, AS ESTABLISHED BY ST. PATRICK COURTS, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48, PAGE 33 OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN TOWNSHIP 45 NORTH, RANGE 6 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF LOT 13, BLOCK 3 OF THE ABOVE SAID ST. PATRICK COURTS, SAID POINT ALSO BEING LOCATED ON THE WEST LINE OF WOODSON ROAD, VARIABLE WIDTH, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 331.46 FEET; THEN ALONG SAID CURVE, CROSSING ORCHARD COURT, WITH AN ARC LENGTH OF 96.31 FEET AND A CHORD WHICH BEARS SOUTH 14 DEGREES 05 MINUTES 33 SECONDS EAST, 95.97 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, SAID POINT ALSO BEING LOCATED ON THE SOUTHERN RIGHT-OF-WAY LINE OF ORCHARD COURT, ; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: ALONG SAID CURVE WITH AN ARC LENGTH OF 29.39 AND A CHORD WHICH BEARS NORTH 56 DEGREES 05 MINUTES 32 SECONDS WEST, 27.72 FEET TO A POINT OF TANGENCY; NORTH 89 DEGREES 46 MINUTES 3 SECONDS WEST, 180.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00

FEET, AN ARC LENGTH OF 36.14 FEET AND A CHORD WHICH BEARS SOUTH 69 DEGREES 31 MINUTES 39 SECONDS WEST, 35.36 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 229.35 FEET AND A CHORD WHICH BEARS NORTH 00 DEGREES 13 MINUTES 37 SECONDS EAST, 75.00 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, SAID POINT ALSO BEING LOCATED ON THE NORTHERN RIGHT-OF-WAY LINE OF ORCHARD COURT; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: ALONG SAID CURVE WITH AN ARC LENGTH OF 36.14 FEET AND A CHORD WHICH BEARS SOUTH 69 DEGREES 03 MINUTES 46 SECONDS EAST, 36.36 FEET TO A POINT OF TANGENCY; SOUTH 89 DEGREES 46 MINUTES 03 SECONDS EAST, 155.12 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 41.89 FEET AND A CHORD WHICH BEARS NORTH 42 DEGREES 13 MINUTES 56 SECONDS EAST, 37.16 FEET TO THE POINT OF BEGINNING, CONTAINING 18,631 SQUARE FEET OR 0.428 ACRES, MORE OR LESS.

Section 2. Said right-of-way as further described and shown hachured on the attached Right-of-Way Vacation, marked "Exhibit A" and incorporated herein by this reference thereto.

Section 3. The City Clerk is hereby directed to have this ordinance recorded in the office of the Recorder of Deeds of St. Louis County, Missouri.

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

PASSED and ADOPTED this _____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER:
For City Clerk Use NB20220912-03

| | | | |
|---|------------------------|--|-----|
| SUBJECT/TITLE: Application to vacate an easement known as Richard Court. | | | |
| REQUESTED BY: John L. Wagner | | DEPARTMENT / WARD Community Development/3 | |
| AGENDA SECTION: | New Business Bill 9481 | 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: This request for an easement vacation is for the Market at Olive development, Phase IV, north of Olive Boulevard, west of Woodson Road Specifically, the request is to vacate Richard Court. |
|--|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: A draft ordinance is attached. | |

| | | | |
|------------------------------|-----------------------------|---------------|--------------------|
| LIST CITY COUNCIL GOALS (S): | | | |
| | | | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregoroy Rose | MEETING DATE: | September 12, 2022 |

INTRODUCED BY: _____

DATE: _____

BILL NO. 9481

ORDINANCE NO.

AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF RICHARD COURT.

WHEREAS, Richard Court is a public street located in St. Patrick Courts, a subdivision within the City of University City, in St. Louis County, Missouri and recorded in Plat Book 48 Page 33 of the St. Louis County Recorder of Deeds in Clayton, Missouri; and

WHEREAS, due notice of a public hearing on the vacation of said public street to be held by the City Council of City of University City Council on September 27, 2022 at 6:30 p.m., was duly published in the St. Louis Countian, a newspaper of general circulation within said City, on September 11, 2022; and

WHEREAS, said public hearing was held at the time and place specified in said notice, and all comments concerning said vacation were duly heard and considered by the City Council.

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

Section 1. The right-of-way of Richard Court in the City of University City in St. Louis County, Missouri, and all of the City of University City's rights, title and interest therein is hereby vacated, surrendered and quitclaimed, but reserving all public utility easements, if any; said property is more specifically described as follows:

A TRACT OF LAND SITUATED IN THE CITY OF UNIVERSITY CITY¹ THE COUNTY OF ST. LOUIS, AND THE STATE OF MISSOURI, LYING IN PART OF SECTION 5, TOWNSHIP 45 NORTH, RANGE 6 EAST, BEING PART OF RICHARD COURT, A PUBLIC RIGHT-OF-WAY AS DEDICATED BY ST. PATRICK'S COURT, A SUBDIVISION FILED FOR RECORD IN PLAT BOOK 48 PAGE 33 OF THE LAND RECORDS OF SAID ST. LOUIS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF RICHARD COURT AND THE WESTERN RIGHT-OF-WAY WOODSON ROAD, AS WIDENED, SAID INTERSECTION ALSO BEING THE SOUTHEAST CORNER OF LOT 18 OF BLOCK 2 OF SAID ST. PATRICK'S COURT; THENCE, ALONG THE SOUTHERN LINE OF SAID LOT 18, 41.16 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS 25.00 FEET, THROUGH A CENTRAL ANGLE OF 94 DEGREES 19 MINUTES 26 SECONDS, WITH A CHORD THAT BEARS SOUTH 43 DEGREES 04 MINUTES 14 SECONDS WEST, A DISTANCE OF 36.66 FEET; THENCE, ALONG SAID SOUTHERN LINE AND ALONG THE SOUTHERN LINES OF LOTS 13, 14, 15, 16, AND 17 OF SAID BLOCK 2, NORTH 89 DEGREES 46 MINUTES 03 SECONDS WEST, A DISTANCE OF 269.37 FEET; THENCE, ALONG THE SOUTHERN LINE OF LOTS 12 AND 13 OF SAID BLOCK 2, 36.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 41 DEGREES 24 MINUTES 35 SECONDS. WITH A CHORD THAT BEARS NORTH 69 DEGREES 03 MINUTES 46 SECONDS WEST, A DISTANCE OF 35.36 FEET; THENCE, ALONG THE SOUTHERN LINE OF SAID LOT 12,

THE SOUTHERN LINE OF LOT 11, THE EASTERN LINE OF LOTS 10 AND 9, AND THE NORTHERN LINES OF LOTS 8 AND 7 OF SAID BLOCK 2, 229.35 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 262 DEGREES 49 MINUTES 09 SECONDS, WITH A CHORD THAT BEARS SOUTH 00 DEGREES 13 MINUTES 57 SECONDS WEST, A DISTANCE OF 75.00 FEET; THENCE ALONG THE NORTHERN LINE OF SAID LOT 7 AND THE NORTHERN LINE OF LOT 6 OF SAID BLOCK 2, 36.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 41 DEGREES 24 MINUTES 35 SECONDS. WITH A CHORD THAT BEARS NORTH 69 DEGREES 31 MINUTES 39 SECONDS EAST, A DISTANCE OF 35.36 FEET; THENCE ALONG THE NORTHERN LINE OF SAID LOT 6 AND THE NORTHERN LINES OF LOTS 1, 2, 3, 4, AND 5 OF SAID BLOCK 2, SOUTH 89 DEGREES 46 MINUTES 03 SECONDS EAST, A DISTANCE OF 269.90 FEET; THENCE, ALONG THE NORTHERN LINE OF SAID LOT 1, 39.28 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 01 MINUTES 02 SECONDS, WITH A CHORD THAT BEARS SOUTH 44 DEGREES 45 MINUTES 32 SECONDS EAST, A DISTANCE OF 35.36 FEET TO THE WESTERN RIGHT-OF-WAY OF SAID WOODSON ROAD. AS WIDENED; THENCE ALONG SAID WESTERN RIGHT-OF-WAY, THE FOLLOWING COURSES AND DISTANCES: NORTH 00 DEGREES 17 MINUTES 51 SECONDS EAST, A DISTANCE OF 75.01 FEET; 26.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 268.70 FEET, THROUGH A CENTRAL ANGLE OF 005 DEGREES 44 MINUTES 13 SECONDS. WITH A CHORD THAT BEARS NORTH 01 DEGREES 13 MINUTES 22 SECONDS WEST, A DISTANCE OF 26.89 FEET TO THE POINT OF BEGINNING, CONTAINING 0.549 ACRES, BY GRIMES CONSULTING INC., LS-343-D, DATED FEBRUARY 2022.

Section 2. Said right-of-way as further described and shown hachured on the attached Right-of-Way Vacation, marked "Exhibit A" and incorporated herein by this reference thereto.

Section 3. The City Clerk is hereby directed to have this ordinance recorded in the office of the Recorder of Deeds of St. Louis County, Missouri.

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

PASSED and ADOPTED this _____ day of _____, 2022.

MAYOR

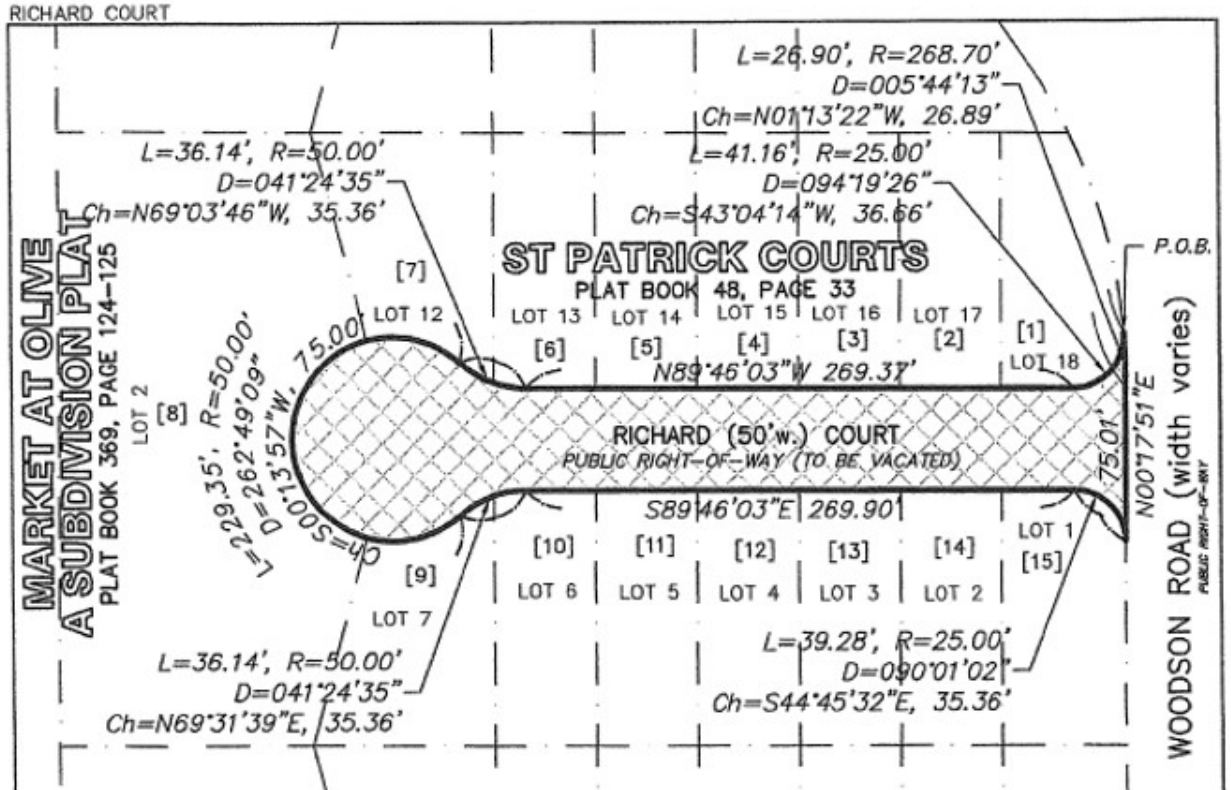
ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

“EXHIBIT A”



GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.

EXHIBIT "A" - (SHEET 1 of 3)

INITIAL:

RIGHT-OF-WAY VACATION

A TRACT OF LAND BEING PART OF RICHARD COURT, A PUBLIC RIGHT-OF-WAY AS DEDICATED BY ST. PATRICK COURTS, A SUBDIVISION FILED FOR RECORD IN PLAT BOOK 48 PAGE 33 OF THE LAND RECORDS OF ST. LOUIS COUNTY, MISSOURI



NAME R. CORY SPENCE
LIC # PLS NO. 2015017842

03/03/22

MRL



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

| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | NB20220912-04 |
|---|----------------------|

| | | | |
|--|------------------------|--|-----|
| SUBJECT/TITLE: SUB 22-10 Application for a Major Subdivision - Record Plat and Right-of-Way Dedication Plat for Phase IV of the Market at Olive development. | | | |
| REQUESTED BY: John Wagner | | DEPARTMENT / WARD Community Development/Ward 3 | |
| AGENDA SECTION: | New Business Bill 9482 | 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 has determined that the Final Plat meets all requirements of Sections 405.165 and 405.380 of the Subdivision and Land Development Regulations. |
|---|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: Attached are the Plan Commission Transmittal Letter, Staff Report from the August 24, 2022 Plan Commission meeting - amended to include for the City Council the Plan Commission's recommendation, and a Draft Ordinance with the Plat. | |

| | |
|-------------------------------------|----------------------------|
| LIST CITY COUNCIL GOALS (5): | |
| | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregroy Rose |
| MEETING DATE: | September 12, 2022 |



Plan Commission

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

August 24, 2022

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

RE: Major Subdivision – Record Plat and Right-of-Way Dedication (SUB-10)

Dear Ms. Reese,

At a regularly scheduled meeting on August 24, 2022, at 6:30 p.m. via videoconference, the Plan Commission considered the application of U-City, LLC for Final Plat Approval of a proposed major subdivision and right-of-way dedication plat for Phase IV of the Market at Olive development.

By a vote of 5 to 0, the Plan Commission recommended approval of said major subdivision.

Sincerely,

Margaret Holly, Chairperson
University City Plan Commission



Department of Community Development

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

STAFF REPORT

City Council

MEETING DATE: September 12, 2022

FILE NUMBER: SUB 22-10

COUNCIL DISTRICT: 3

Location: Northwest corner of the intersection of Olive Boulevard and Woodson Road.

Applicant: U-City, LLC.

Request: Major Subdivision – Record Plat and Right-of-Way Dedication

Existing Zoning: “GC” General Commercial, “SR” Single-family Residential.

Proposed Zoning: “PD” Planned Commercial District – Application forthcoming

Existing Land Use: Vacant, demolished residences and vacant commercial.

Proposed Land Use: Commercial

Surrounding Zoning and Land Use:

North: IC – Industrial Commercial

East: “GC” General Commercial, “SR” Single-family Residential

South: “PD” Planned Commercial District

West: “PD” Planned Commercial District

COMPREHENSIVE PLAN CONFORMANCE

Yes No No reference

STAFF RECOMMENDATION

Approval Approval with Conditions Denial

ATTACHMENTS

- A. Subdivision Plat Application
- B. Record Plat and Legal Descriptions

Existing Property and Applicant Request

The 11.72-acres property currently consists of forty (40) lots that comprise Jeffrey Plaza at Olive Boulevard and Woodson Road, and the residential lots on Orchard, Richard and Elmore Courts, plus some right-of-way that is proposed to be dedicated to the City

of University City.

The Applicant is proposing to create three (3) lots for commercial activities in addition to two (2) areas of common ground. Two (2) of the proposed commercial lots are adjacent to Olive Boulevard: Lot A is 1.414 acres and Lot B is 1.500 acres. The larger Lot C is situated north of the smaller parcels and consists of 7.571 acres.

One area of common ground is located on the southwestern portion of the site, accommodating future drive aisles. The other common ground parcel is located at the northern edge of the site. The right-of-way area is located along the southern edge of the, adjacent to Olive Boulevard, and along Woodson Road on the site's eastern border.

Staff Review

Staff reviewed this as part of the "Major Subdivision" process identified in Section 405.165 of the Subdivision regulations and as part of the "Final Plat Submittal Requirements" process identified in Section 405.380.

Analysis

Staff has determined that the Plat meets all requirements of sections 405.165 and 405.380 of the Subdivision and Land Development Regulations.

Plan Commission Meeting

At the Plan Commission meeting on August 24, 2022, the Plan Commission voted unanimously to approve the Minor Subdivision – Lot Consolidation for the Market at Olive, Phase II, combining Lots 6 and 7 or the original record plat, resulting in a new Adjusted Lot 7.

Conclusion/Recommendation

The proposal meets the intent of all Zoning Code and Subdivision Regulation requirements for a Final Plat. Thus, staff recommends approval of the proposed Major Subdivision and Right-of-way Dedication Plat.

INTRODUCED BY: _____

DATE: _____

BILL NO. 9482

ORDINANCE NO.

**AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION
OF A TRACT OF LAND TO BE KNOWN AS “MARKET AT OLIVE PLAT 4.”**

WHEREAS, a major subdivision application was submitted by U-City, LLC on August 15, 2022, for the approval of a final subdivision plat of a tract of land that consolidates lots and dedicates land for public right-of-way us, to be known as “Market at Olive Plat 4”; and

WHEREAS, at its meeting on August 24, 2022, the City Plan Commission reviewed the final plat for the major subdivision and determined that the final plat and right-of-way dedication plat is in substantial compliance with the requirements of the University City Municipal Code and recommended to the City Council approval of the final plat; and

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

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

Section 1. Attached, marked “Exhibit A”, and made a part hereof is a final subdivision plat of a tract of land to be known as “Market at Olive Plat 4.”

Section 2. It is hereby found and determined that the final plat for the major subdivision is in full compliance with the University City Municipal Code, including Sections 405.165, 405.380 and 405.390. Accordingly, the final plat for the major subdivision marked “Exhibit A” is hereby approved.

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

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

PASSED and ADOPTED this _____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



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

| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | NB20220912-05 |
|---|----------------------|

| | | | |
|--|------------------------|--|-----|
| SUBJECT/TITLE: SUB 22-09 Application for a Minor Subdivision/Lot Consolidation to consolidate two (2) existing parcels (Lot 6 and Lot 7) into one (1) new Adjusted Lot 7 in Phase II of the Market at Olive Development. | | | |
| REQUESTED BY: John Wagner | | DEPARTMENT / WARD Community Development/Ward 3 | |
| AGENDA SECTION: | New Business Bill 9483 | 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 has determined that the Final Plat meets all requirements of Sections 405.380 and 405.170 of the Subdivision and Land Development Regulations. |
|---|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: Attached are the Plan Commission Transmittal Letter, Staff Report from the August 24, 2022 Plan Commission meeting - amended to include for the City Council the Plan Commission's recommendation, and a Draft Ordinance with the Plat. | |

| | | | |
|--|--|----------------------|--------------------|
| LIST CITY COUNCIL GOALS (S): | | | |
| RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose | | MEETING DATE: | September 12, 2022 |



Plan Commission

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

August 24, 2022

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

RE: Minor Subdivision – Lot Consolidation (SUB-09)

Dear Ms. Reese,

At a regularly scheduled meeting on August 24, 2022, at 6:30 p.m. via videoconference, the Plan Commission considered the application of 170 and Olive Holdco, LLC for Final Plat Approval of a proposed minor subdivision to consolidate two (2) existing parcels into one (1) in Phase II of the Market at Olive Development.

By a vote of 5 to 0, the Plan Commission recommended approval of said major subdivision.

Sincerely,

A handwritten signature in blue ink, reading "Margaret Holly".

Margaret Holly, Chairperson
University City Plan Commission



Department of Community Development

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

STAFF REPORT

City Council

MEETING DATE: September 12, 2022
FILE NUMBER: SUB 22-09
COUNCIL DISTRICT: 3
Location: 8630 Olive Boulevard
Applicant: 170 and Olive Holdco, LLC
Request: Minor Subdivision – Lot Consolidation
Existing Zoning: PD-C – Planned Commercial District
Existing Land Use: Vacant
Proposed Zoning: No change – PD-C – Planned Commercial District
Proposed Land Use: Commercial, retail

Surrounding Zoning and Land Use:

North: PD-C – Planned Commercial District, GC – General Commercial
East: PD-C – Planned Commercial District
South: SR – Single-family Residential
West: IC – Industrial Commercial

COMPREHENSIVE PLAN CONFORMANCE

Yes No No reference

STAFF RECOMMENDATION

Approval Approval with Conditions Denial

ATTACHMENTS

- A. Lot Consolidation Plat Application
- B. Lot Consolidation Plat

Existing Property and Applicant Request

The subject property is part of Phase II of the Market at Olive Development, on the south side of Olive Boulevard, west of McKnight Road. The record plat for the entirety of Phase II was approved by the Plan Commission on March 23, 2022, and subsequently by the City Council on April 25, 2022 via ordinance number 7177.

The Applicant has submitted this application to consolidate Lots 6 and 7 of the original plat. The original Lot 6 was only 0.148 acres in size and was situated on the western end of the original Lot 7, as illustrated in Figure 1 below, along with the new Adjusted Lot 7.

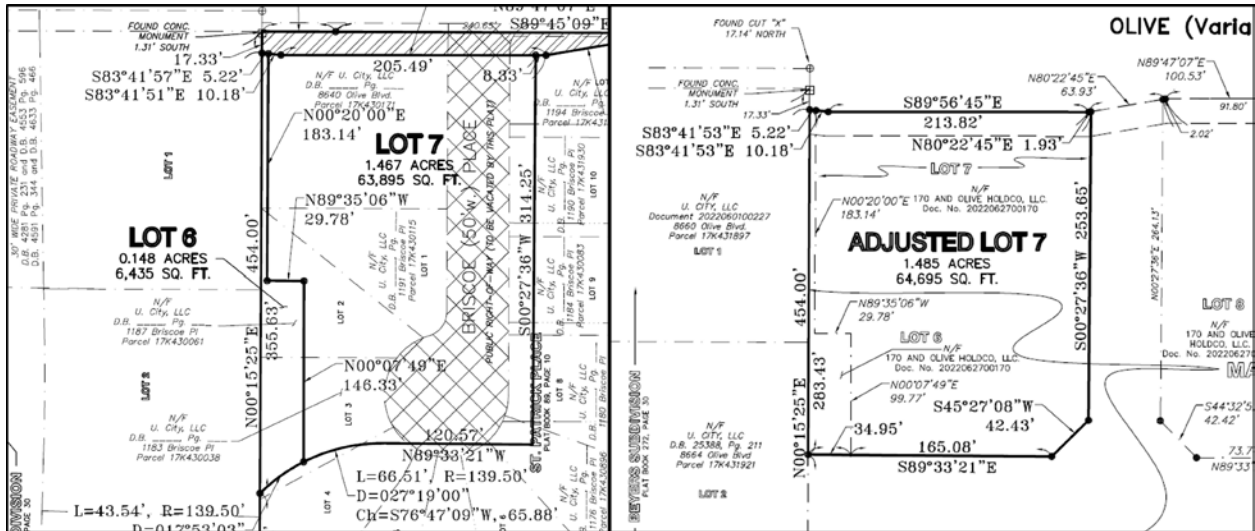


Figure 1. Market at Olive, Phase II: Original Lots 6 and 7 (left) and Adjusted Lot 7 (right).

Staff Review

Staff reviewed this as part of the “Minor Subdivision” process identified in Section 405.170 of the Subdivision regulations.

Analysis

Staff has determined that the Plat meets all requirements of 405.380 of the Subdivision and Land Development Regulations.

Plan Commission Meeting

At the Plan Commission meeting on August 24, 2022, the Plan Commission voted unanimously to approve the Minor Subdivision – Lot Consolidation for the Market at Olive, Phase II, combining Lots 6 and 7 of the original record plat, resulting in a new Adjusted Lot 7.

Conclusion/Recommendation

The proposal meets the intent of all Zoning Code and Subdivision Regulation requirements for a Final Plat. Thus, staff recommends approval of the proposed Minor Subdivision.

INTRODUCED BY: _____

DATE: _____

BILL NO.

ORDINANCE NO.

**AN ORDINANCE APPROVING A FINAL PLAT FOR A MINOR SUBDIVISION
OF A TRACT OF LAND TO BE KNOWN AS “ADJUSTED LOT 7” IN MARKET AT
OLIVE PLAT 3R.**

WHEREAS, a minor subdivision application was submitted by the 170 and Olive Holdco, LLC on August 10, 2022, for the approval of a final subdivision plat that consolidates Lot 6 and Lot 7 of the Market at Olive Plat 2 into a new “Adjusted Lot 7;” and

WHEREAS, at its meeting on August 24, 2022, the City Plan Commission reviewed the final plat for the minor subdivision and determined that the final plat is in substantial compliance with the requirements of the University City Municipal Code and recommended to the City Council approval of the final plat; and

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

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

Section 1. Attached, marked “Exhibit A”, and made a part hereof is a final subdivision plat of a tract of land to be known as “A.”

Section 2. It is hereby found and determined that the final plat for the minor subdivision is in full compliance with the University City Municipal Code, including Sections 405.170, 405.380 and 405.390. Accordingly, the final plat for the minor subdivision marked “Exhibit A” is hereby approved.

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

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

PASSED and ADOPTED this _____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

Exhibit A



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

| | |
|--------------------------------------|---------------|
| NUMBER: <i>For City Clerk Use</i> | NB20220912-06 |
|--------------------------------------|---------------|

| | | | |
|--|------------------------|---|-----|
| SUBJECT/TITLE: SUB 22-11 - Application for a Right-of Way Dedication Plat for Trinity Avenue, north of Delmar Boulevard, adjacent to City Hall. | | | |
| REQUESTED BY: John L. Wagner | | DEPARTMENT / WARD Community Development/Ward 2 | |
| AGENDA SECTION: | New Business Bill 9484 | 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 has determined that the Right-of-Way Dedication Plat meets all requirements of Section 405.380 of the Subdivision and Land Development Regulations. |
|---|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: Attached are the Plan Commission Transmittal Letter, August 24, 2022, Plan Commission Staff Report, revised to reflect the Commission's decision, and a Draft Ordinance. | |

| | | | |
|------------------------------|----------------------------|---------------|--------------------|
| LIST CITY COUNCIL GOALS (S): | | | |
| | | | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregroy Rose | MEETING DATE: | September 12, 2022 |



Plan Commission

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

August 24, 2022

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

RE: Right-of-Way Dedication Plat – Trinity Avenue

Dear Ms. Reese,

At a regularly scheduled meeting, on August 24, 2022, at 6:30 p.m. via video conference, the Plan Commission considered the above-referenced application by University Heights Subdivision for a Final Plat / Right-of-Way Dedication Plat.

By a vote of 4 for and 0 against, the Plan Commission recommended approval of said plat.

Margaret Holly, Chairperson
University City Plan Commission



Department of Community Development

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

STAFF REPORT

City Council

MEETING DATE: August 24, 2022
FILE NUMBER: SUB 22-11
COUNCIL DISTRICT: 2
Location: Trinity Avenue, adjacent to City Hall
Applicant: University Heights Subdivision
Request: Right-of-Way Dedication – Final Plat
Existing Zoning: N/A
Proposed Zoning: No Change
Existing Land Use: Street
Proposed Land Use: No change

Surrounding Zoning and Land Use:

North: “SR” Single-family Residential
East: “PA” Public Activity
South: “PA” Public Activity
West: “SR” Single-family Residential

COMPREHENSIVE PLAN CONFORMANCE

Yes No No reference

STAFF RECOMMENDATION

Approval Approval with Conditions Denial

ATTACHMENTS

A. R-O-W Dedication Plat

Existing Property and Applicant Request

This plat proposes to dedicate to the City of University City a portion of Trinity Avenue. Both sides of the street would be dedicated to the City up to just past its intersection with Princeton Avenue. From that point, only half the street (the eastern side) would be dedicated to the City. The other (western) portion of Trinity Avenue would remain with the University Heights subdivision.

Also, at the intersection of Trinity and Princeton Avenues, a small portion of the dedicated area has been carved out around the antique light located there. This area would also remain with University Heights, and the subdivision would retain maintenance responsibilities for the light.

Staff Review

Staff reviewed this as part of the “Final Plat Submittal Requirements” process identified in Section 405.380 of the Subdivision regulations.

Analysis

Staff has determined that the Plat meets all requirements of 405.380 of the Subdivision and Land Development Regulations.

Plan Commission Meeting

At the Plan Commission meeting on August 24, 2022, the Plan Commission voted unanimously to approve the Right-of-Way Dedication Plat for Trinity Avenue.

Conclusion/Recommendation

The proposals meets the intent of all Zoning Code and Subdivision Regulation requirements for a Final Plat. Thus, staff recommends approval of the proposed right-of-way dedication.

INTRODUCED BY: _____

DATE: _____

BILL NO. 9484

ORDINANCE NO.

AN ORDINANCE APPROVING ONE A-OF-WAY DEDICATION PLAT FOR A PORTION OF TRINITY AVENUE, NORTH OF DELMAR BOULAVARD, ADJACENT TO THE CITY HALL CIVIC COMPLEX.

WHEREAS, a major subdivision application was submitted by University Heights Subdivision to dedicate to the City of University City a portion Trinity Avenue north of Delmar Boulevard, adjacent to the City Hall Civic Complex; and

WHEREAS, at its meeting on August 24, 2022, the City Plan Commission reviewed the final plat for the right-of-way dedication and determined that the final plat is in substantial compliance with the requirements of the University City Municipal Code and recommended to the City Council approval of the final plats; and

WHEREAS, the final plat, including all required documents submitted therewith, are before the City Council for its consideration.

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

Section 1. Attached, marked “Exhibit A,” and made a part hereof is a final right-of-way dedication plat for a portion Trinity Avenue north of Delmar Boulevard, adjacent to the City Hall Civic Complex.

Section 2. It is hereby found and determined that the final plat is in full compliance with the University City Municipal Code, including Sections 400.165, 405.380 and 400.390. Accordingly, the Trinity Avenue Right-of-Way Dedication Plat, marked “Exhibit A,” is hereby approved.

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

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

PASSED and ADOPTED this _____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

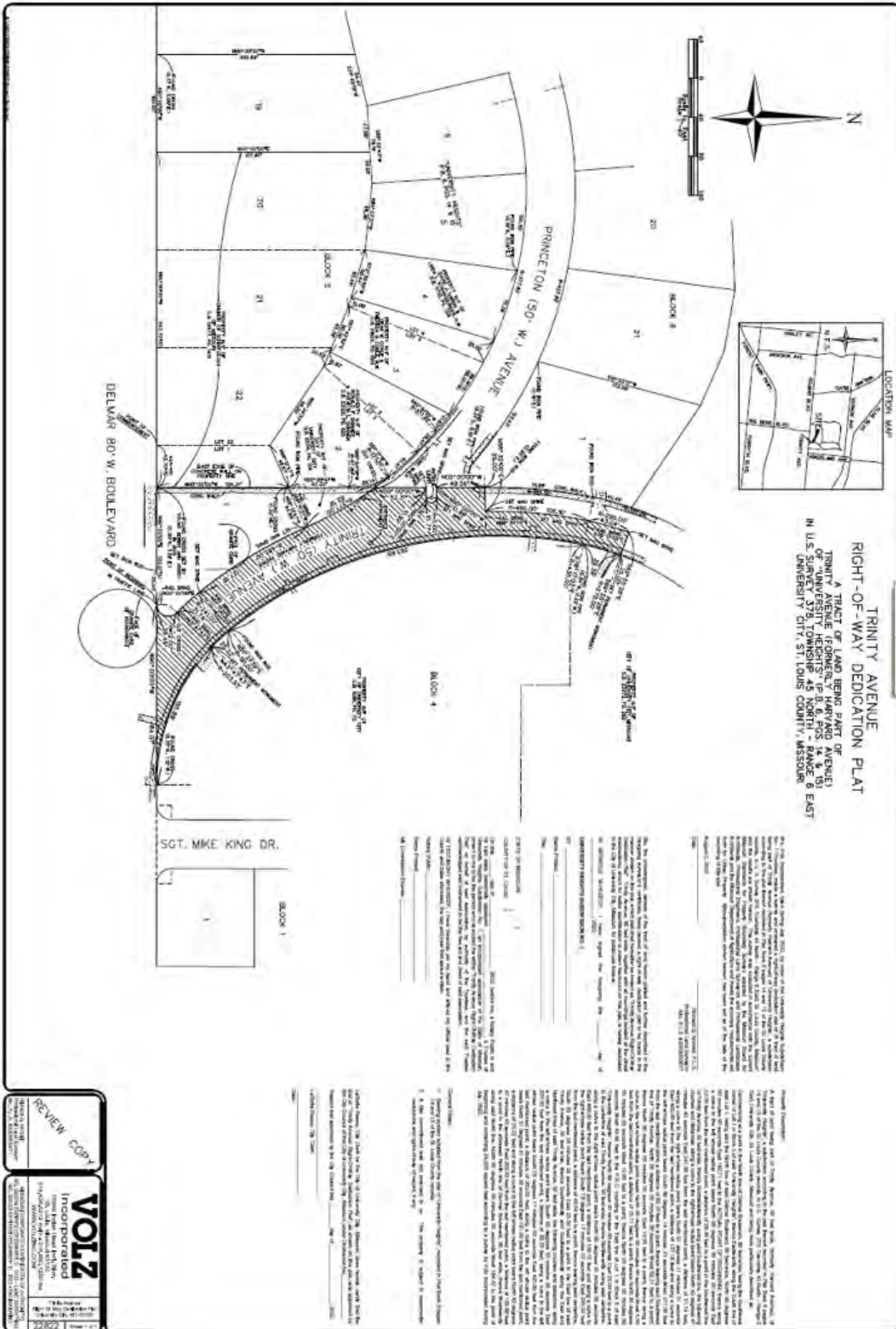
“EXHIBIT A”

LEGAL DESCRIPTION:

A tract of land being part of Trinity Avenue, 50 feet wide, (formerly Harvard Avenue), of “University Heights”, a subdivision according to the plat thereof recorded in Plat Book 6 pages 14 and 15 of the St. Louis County records, in U.S. Survey 378, Township 45 North – Range 6 East, University City, St. Louis County, Missouri and being more particularly described as:

Commencing at a point in the North line of Delmar Boulevard, 80 feet wide, being the Southwest corner of Lot 1 in Block 5 of said “University Heights”; thence Eastwardly along the South line of said Lot 1, being also the North line of said Delmar Boulevard, 80 feet wide, North 90 degrees 00 minutes 00 seconds East 162.71 feet to the ACTUAL POINT OF BEGINNING; thence along a curve to the left whose radius point bears North 00 degrees 00 minutes 00 seconds East 12.00 feet from the last mentioned point, a distance of 28.49 feet to a point in the Southwest line of Trinity Avenue, 50 feet wide; thence Northwestwardly along said Southwest line, the following courses and distances: along a curve to the right whose radius point bears North 43 degrees 47 minutes 43 seconds East 241.00 feet from the last mentioned point, a distance of 31.74 feet, along a curve to the right whose radius point bears North 51 degrees 11 minutes 31 seconds East 485.00 feet from the last mentioned point, a distance of 127.18 feet and along a curve to the left whose radius point bears South 66 degrees 14 minutes 21 seconds West 377.00 feet from the last mentioned point, a distance of 82.19 feet to a point; thence leaving said Southwest line of Trinity Avenue, North 00 degrees 00 minutes 00 seconds West 52.31 feet to a point; thence North 90 degrees 00 minutes 00 seconds East 10.99 feet to a point; thence along a curve to the left whose radius point bears North 00 degrees 00 minutes 00 seconds West 5.00 feet from the last mentioned point, a distance of 15.71 feet to a point; thence North 90 degrees 00 minutes 00 seconds West 10.99 feet to a point; thence North 00 degrees 00 minutes 00 seconds West 49.56 feet to the P.R.C. rounding in the East line of Lot 1 in Block 6 of said “University Heights”; thence North 88 degrees 30 minutes 00 seconds East 25.00 feet to a point in the centerline of said Trinity Avenue, 50 feet wide; thence Northwardly along said centerline, along a curve to the right whose radius point bears North 88 degrees 30 minutes 00 seconds East 460.00 feet from the last mentioned point, a distance of 106.10 feet and along a curve to the right whose radius point bears South 78 degrees 17 minutes 03 seconds East 295.00 feet from the last mentioned point, a distance of 43.04 feet to a point; thence leaving said centerline, South 69 degrees 55 minutes 28 seconds East 25.00 feet to a point in the East line of said Trinity Avenue, 50 feet wide; thence Southwardly and Southeastwardly along the East and Northeast lines of said Trinity Avenue, 50 feet wide, the following courses and distances: along a curve to the left whose radius point bears South 69 degrees 55 minutes 28 seconds East 270.00 feet from the last mentioned point, a distance of 39.39 feet, along a curve to the left whose radius point bears South 78 degrees 17 minutes 03 seconds East 435.00 feet from the last mentioned point, a distance of 383.65 feet, along a curve to the left whose radius point bears North 51 degrees 21 minutes 39 seconds East 191.00 feet from the last mentioned point, a distance of 25.22 feet and along a curve to the left whose radius point bears North 43 degrees 47 minutes 43 seconds East 203.93 feet from the last mentioned point, a distance of 155.88 feet to a point in the aforesaid North line of Delmar Boulevard, 80 feet wide; thence Westwardly along said North line, North 90 degrees 00 minutes 00 seconds West 184.07 to the point of beginning and containing 24,695 square feet according to a survey by Volz Incorporated during July, 2022.

“EXHIBIT A”



TRINITY AVENUE
RIGHT-OF-WAY DEDICATION PLAT
 A TRACT OF LAND BEING PART OF
 TRINITY AVENUE (FORMERLY HARVARD AVENUE)
 OF UNIVERSITY HEIGHTS OF BLOOMINGTON, MISSOURI
 IN U.S. SURVEY OF ST. LOUIS COUNTY, MISSOURI

This plat is being prepared in accordance with the provisions of the laws of Missouri relating to the dedication of streets, and the same shall have the same force and effect as if it were filed in the office of the recorder of St. Louis County, Missouri, for the purpose of recording the same.

Recorded in the office of the recorder of St. Louis County, Missouri, this 15th day of June, 1955, at 10:30 A.M. The fee thereon is \$15.00.

Witness my hand and the seal of said office this 15th day of June, 1955.

RECORDER OF ST. LOUIS COUNTY, MISSOURI

REVIEW COPY

VOLZ
 INCORPORATED
 Surveying and Engineering
 111 North 2nd Street
 St. Louis, Missouri 63102
 Telephone: 531-2321



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

| | |
|--------------------------------------|---------------|
| NUMBER: <i>For City Clerk Use</i> | NB20220912-07 |
|--------------------------------------|---------------|

SUBJECT/TITLE:
AN ORDINANCE AUTHORIZING THE CITY OF UNIVERSITY CITY, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (DELMAR BOULEVARD REDEVELOPMENT AREA PROJECT), SERIES 2022, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$90,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

| | |
|---|--|
| REQUESTED BY: City Manager Gregory Rose | DEPARTMENT / WARD City Managers Office |
|---|--|

| | |
|--|--|
| AGENDA SECTION: New Business Bill 9485 | CAN ITEM BE RESCHEDULED? Yes |
|--|--|

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager recommends approval.

FISCAL IMPACT:

| | | | |
|-------------------|--|---------------------|--|
| AMOUNT: | | ACCOUNT No.: | |
| FROM FUND: | | TO FUND: | |

EXPLANATION:
See attached staff report (Chapter 100)

STAFF COMMENTS AND BACKGROUND INFORMATION:

| | |
|----------------|--|
| CIP No. | |
|----------------|--|

RELATED ITEMS / ATTACHMENTS:
Bill No. 9485 with Exhibits: Plan for an Industrial Development Project and Cost Benefit Analysis (Exhibit A), Base Lease (Exhibit B), Lease Agreement (Exhibit C), Trust Indenture (Exhibit D), and Bond Purchase Agreement (Exhibit E).

LIST CITY COUNCIL GOALS (S):

| | |
|--|--|
| RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose | MEETING DATE: September 12, 2022 |
|--|--|

AGENDA ITEM – STAFF REPORT

MEETING DATE: September 12, 2022

DEPARTMENT: City Manager's Office

AGENDA ITEM TITLE: Bill 9485

AN ORDINANCE DESIGNATING A CERTAIN TRACT OF LAND IN THE CITY OF UNIVERSITY CITY AS A BLIGHTED AREA; APPROVING THE DEVELOPMENT PLAN FOR THE DELMAR BOULEVARD REDEVELOPMENT AREA; APPROVING A DEVELOPMENT AND PERFORMANCE AGREEMENT IN CONNECTION WITH THE DEVELOPMENT PLAN; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

ADDITIONAL BACKGROUND INFORMATION:

The proposed "Chapter 100" ordinance authorizes an industrial revenue bond transaction to facilitate a sales and use tax exemption on construction materials purchased for a development consisting of approximately 262 residential apartments, 1,300 square feet of commercial space and related parking and infrastructure improvements on Delmar Blvd. between McKnight Place and Kingdel Drive (the "Project") by an affiliate of Charles Deutsch & Company (the "Developer").

In accordance with Chapter 100, RSMo., a cost-benefit analysis detailing this incentive has been prepared and sent to the affected taxing districts (a copy is also attached as Exhibit A to the proposed ordinance). The estimated gross value of the sales and use tax exemption is \$1,264,312. The estimated budget for the Project is approximately \$87.5 million.

The "Chapter 100" Bonds will be issued to the Developer and are special limited obligations payable only from lease revenues paid by the Developer and not from any City tax revenues. The Chapter 100 Bond structure requires the City to take a leasehold interest in the Project during construction to facilitate the sales and use tax incentive. The City will then lease the Project during the construction to the Developer, who will be responsible for actually constructing and operating the Project (and indemnifying the City against any claims regarding the construction or operation of the Project). Upon completion of the Project, the aforementioned leases will be terminated and the bonds will be cancelled.

The Chapter 100 Bond structure is used throughout the St. Louis area to facilitate tax incentives. A nearby example is "The Oliver" apartment building on Olive Boulevard at the site of the former Olivette City Hall.

INTRODUCED BY:

DATE: _____, 2022

BILL NO. 9485

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF UNIVERSITY CITY, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (DELMAR BOULEVARD REDEVELOPMENT AREA PROJECT), SERIES 2022, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$90,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of University City, Missouri (the “City”), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri (collectively, the “Act”), and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable; and

WHEREAS, in Attorney General Opinion 180-81, the Missouri Attorney General determined that the construction and rental of multi-family apartments for profit is a commercial enterprise; and

WHEREAS, a Plan for an Industrial Development Project (the “Plan”) has been prepared in the form of **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, notice of the City’s consideration of the Plan has been given in the manner required by the Act, and the City Council has fairly and duly considered all comments submitted to the City Council regarding the proposed Plan; and

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City: (1) issue its Taxable Industrial Revenue Bonds (Delmar Boulevard Redevelopment Area Project), Series 2022, in the maximum principal amount of \$90,000,000 (the “Bonds”), for the purpose of acquiring a leasehold interest in certain real property located south of Delmar Boulevard between McKnight Place and Kingdel Drive in the City (the “Project Site,” as more fully described in the below-defined Indenture) and constructing a development containing approximately 262 residential apartments, 1,300 square feet of commercial space, and parking and infrastructure thereon (the “Project Improvements,” as more fully described in the Indenture, and together with acquisition of a leasehold interest in the Project Site, the “Project”), (3) lease the Project to an affiliate of Charles Deutsch & Company (said affiliate being referred to herein as the “Developer”); and (4) enter into a Development and Performance Agreement with the Developer, under which the Developer will make certain payments in lieu of taxes and agree to certain additional development terms and conditions in consideration of the City issuing the Bonds; and

WHEREAS, the Project is also the subject of the Development Plan for Delmar Boulevard Redevelopment Area (the “Development Plan”) approved by Ordinance No. ____ (Bill No. ____), which Development Plan allows for real property tax abatement for the Project; and

WHEREAS, the City Council further finds and determines that it is necessary and desirable in connection with the implementation of the Plan and the issuance of the Bonds that the City enter into certain documents and take certain other actions as herein provided.

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

Section 1. Approval of the Plan. The City Council hereby approves the Plan set forth as **Exhibit A**, attached hereto and incorporated herein by reference; provided, however, as described in the below-referenced City Documents, the City intends to implement the Plan to provide a sales tax exemption on construction materials and will, by separate legislation, consider the Development Plan for the purpose of providing for ad valorem real property tax abatement under Chapter 353, RSMo.

Section 2. Authorization for the Project. The City is hereby authorized to provide for the purchase and construction of the Project, in the manner and as more particularly described in the Indenture and the Lease Agreement hereinafter authorized.

Section 3. Authorization of the Bonds. The City is hereby authorized to issue and sell the Bonds as described in the recitals hereto for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the Indenture described below and shall have such terms, provisions, covenants and agreements as are set forth in the Indenture.

Section 4. Limitation on Liability. The Bonds and the interest thereon shall be limited obligations of the City, payable solely out of certain payments, revenues and receipts derived by the City from the Lease Agreement described below. Such payments, revenues and receipts shall be pledged and assigned to the bond trustee named in the Indenture (the "Trustee"), as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State of Missouri (the "State") or any other political subdivision thereof, and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction, and are not payable in any manner by taxation.

Section 5. Authorization of Documents. The City is hereby authorized to enter into the following documents (collectively, the "City Documents"), in substantially the forms presented to and approved by the City Council and attached to this Ordinance, with such changes therein as shall be approved by the officials of the City executing the City Documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

- (a) Base Lease between the City and the Developer, in substantially the form of **Exhibit B**, attached hereto and incorporated herein by reference, pursuant to which the Developer will lease the Project to the City pursuant to the terms and conditions contained therein.
- (b) Lease Agreement (the "Lease Agreement") between the City and the Developer, in substantially the form of **Exhibit C**, attached hereto and incorporated herein by reference, pursuant to which the City will lease the Project to the Developer pursuant to the terms and conditions therein, in consideration of rental payments by the Developer that will be sufficient to pay the principal of and interest on the Bonds.
- (c) Trust Indenture (the "Indenture") between the City and the Trustee, in substantially the form of **Exhibit D**, attached hereto and incorporated herein by reference, pursuant to which the Bonds will be issued and the City will pledge the Project and assign certain of the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth therein.

- (d) Bond Purchase Agreement between the City and the Developer, in substantially the form of **Exhibit E**, attached hereto and incorporated herein by reference, pursuant to which the Developer will purchase the Bonds.

Section 6. Developer Substitution. Notwithstanding the forms of documents approved in substantially final form pursuant to **Section 5**, at the request of Charles Deutsch & Company, any entity controlled by Charles Deutsch & Company or Charles J. Deutsch or under common control with Charles Deutsch & Company may be inserted as the Developer in the documents approved by **Section 5** prior to execution.

Section 7. Execution of Documents. The City Manager is hereby authorized to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The City Manager is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 8. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The City Manager is hereby authorized, through the term of the Lease Agreement, to execute all documents on behalf of the City (including documents pertaining to the financing or refinancing of the Project by the Developer) as may be required to carry out and comply with the intent of this Ordinance, the Indenture and the Lease Agreement. The City Manager is further authorized, on behalf of the City, to grant such consents, estoppels and waivers relating to the Bonds, the Indenture, or the Lease Agreement as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease Agreement or the economic incentives as provided for therein, waive an event of default or materially change the nature of the transaction. The City Clerk is authorized to attest to and affix the seal of the City to any document authorized by this Section.

Section 9. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that (a) the valid sections are so essential to and inseparably connected 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 10. Effective Date. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED and ADOPTED THIS ___ DAY OF _____, 2022.

(Seal)

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

MAYOR

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

(On file in the office of the City Clerk)

UNIVERSITY CITY, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS**

DELMAR BOULEVARD REDEVELOPMNT AREA PROJECT

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* * *

I. PURPOSE OF THIS PLAN

University City, Missouri (the “City”), intends to issue taxable industrial revenue bonds in a principal amount not to exceed \$90,000,000 (the “Bonds”) to finance the costs of a proposed industrial development project (as further described herein, the “Project”) for the benefit of Charles Deutsch & Company (including any affiliate of Charles Deutsch & Company used to implement the Project, the “Developer”). The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri (“Chapter 100”), Article VI, Section 27(b) of the Missouri Constitution and the City Charter (collectively with Chapter 100, the “Act”). The Bonds will initially be owned by the Developer and cannot be transferred, other than to the Developer’s affiliates and lenders, without the City’s prior approval.

Gilmore & Bell, P.C. has prepared this Plan for an Industrial Development Project and Cost-Benefit Analysis (this “Plan”) to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial revenue bonds to finance the Project and to facilitate the partial abatement of ad valorem real property taxes for the Project and provide a sales and use tax exemption on construction materials used to complete the bond-financed property.

II. DESCRIPTION OF CHAPTER 100 FINANCINGS

General. Chapter 100 authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants, including the real estate either within or without the limits of such municipalities, buildings, fixtures, and machinery. In addition, Article VI, Section 27(b) of the Missouri Constitution authorizes cities, counties, towns and villages to issue revenue bonds for the purpose of paying all or part of the cost of purchasing, constructing, extending or improving any facility for manufacturing, commercial, warehousing and industrial development purposes, including the real estate, buildings, fixtures and machinery. Under Attorney General Opinion 180-81, the Missouri Attorney General determined that the construction and rental of multi-family apartments for profit is a commercial enterprise.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from a lease or other disposition of the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the Developer will convey title or lease the site on which the Project will be located to the municipality. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) The municipality will immediately lease the project site and the improvements thereon back to the benefited company pursuant to a lease agreement. The lease agreement will require the Developer, acting on behalf of the municipality, to use the bond proceeds to purchase and construct the project.

Under the lease agreement, the Developer typically: (1) unconditionally agrees to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) agrees, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project, and to

maintain adequate insurance; (3) may, at its own expense, make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) covenants to maintain its corporate existence during the term of the bond issue; and (6) agrees to indemnify the municipality for certain liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical Chapter 100 transaction, the municipality holds fee title to the project and leases the project to the benefited company. Although the Missouri Supreme Court has held that the leasehold interest is taxable, it is taxable only to the extent that the economic value of the lease is less than the actual market value of the lease. See *Iron County v. State Tax Commission*, 437 S.W.2d 665 (Mo. banc 1968) and *St. Louis County v. State Tax Commission*, 406 S.W.2d 644 (Mo. banc 1966). If the rental payments under the lease agreement equal the actual debt service payments on the bonds, the leasehold interest should have no “bonus value” and the bond-financed property should be exempt from ad valorem taxation while the bonds are outstanding.

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make payments in lieu of taxes (sometimes referred to as “PILOTS”). The amount of payments in lieu of taxes is negotiable. The payments in lieu of taxes are payable by December 31 of each year and are distributed to the municipality and to each political subdivision within the boundaries of the project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

Sales and Use Tax Exemption. The purpose of this Plan is to provide a sales and use tax exemption on qualified building materials. Under the Act and other applicable state law, qualified building materials can be exempt from sales and use tax if approved by the municipality. The sales and use tax exemption is evidenced by a project exemption certificate issued by the municipality.

III. DESCRIPTION OF THE PARTIES

Charles Deutsch & Company. The Developer is a real estate development company with extensive experience developing and managing multi-family, senior living and other real estate projects. The Developer’s President, Charles J. Deutsch, has over 40 years of development experience in the St. Louis area, including development of The Gatesworth Communities in the City.

University City, Missouri. The City is a charter city and political subdivision of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend, equip and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

A. *Description of the Project.* The Project consists of acquiring approximately 6.2 acres of real property located south of Delmar Boulevard, between McKnight Place and Kingdel Drive in the City (the “Project Site”) and constructing thereon a development consisting of approximately 262 residential apartments, 1,300 square feet of commercial space, and related parking and infrastructure (collectively, the “Project Improvements” and, together with the acquisition of the Project Site, the “Project”). The Project is expected to be completed by mid-2024.

B. Estimate of the Costs of the Project. The acquisition and construction of the Project are expected to cost approximately \$87,500,000. Bonds will be issued in the maximum principal amount of \$90,000,000 to provide for contingencies.

C. Sources of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in the maximum principal amount of \$90,000,000 and other available funds of the Developer. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri. No tax revenues will be used to repay the Bonds.

D. Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The Developer will lease the Project to the City during construction. Upon completion of the Project, the Developer will convey title to the City. The City will sublease or lease the Project back to the Developer for lease payments equal to the principal and interest on the Bonds. Under the terms of the lease agreement with the City, the Developer (or applicable affiliate) will have the option to purchase the Project at any time for nominal consideration. Unless terminated sooner by action of the parties, the lease back to the Developer will terminate on December 31 of the fifth calendar year following the year in which title is conveyed to the City. Simultaneously with the termination of the lease, the Developer will have the obligation to purchase fee title to the Project back, thereby making the Project subject to ad valorem taxes.

E. Affected School District, Community College District, Emergency Service Providers, County and City. The School District of University City is the school district affected by the Project. The Community College District of St. Louis, St. Louis County, Missouri is the community college district affected by the Project. No fire or ambulance districts are affected by the Project. St. Louis County, Missouri is the county affected by the Project. University City, Missouri is the city affected by the Project. A Cost-Benefit Analysis showing the impact of the proposed ad valorem real property tax abatement and sales and use tax exemption on qualified building materials is included below. The Cost-Benefit Analysis attached hereto identifies all other taxing districts affected by the Project (other than those taxing entities whose tax revenues are affected by the Project solely with respect to the commercial surcharge tax).

F. Current Assessed Valuation. The most recent equalized assessed valuation (2021) of the real property included in the Project is \$1,479,200. The Developer estimates that the total equalized assessed valuation of real property included in the Project after construction of the Project Improvements will be approximately \$7,099,063.

G. Payments in Lieu of Taxes. In the year that the City acquires title to the Project, the Developer will make payments in lieu of taxes equal to 100% of the ad valorem real property taxes that would otherwise be due on the Project but for the City's interest in the Project. During the next five years, the Developer will make payments in lieu of taxes in amounts based on the then-current ad valorem real property tax rate and an assessed value of \$1,479,200 (i.e., the pre-redevelopment assessed value).

PILOTs are expected to be collected by the St. Louis County Collector in the same manner as real property taxes and disbursed to the respective taxing entities in the same proportion as the then-current ad valorem tax levy of each taxing entity.

H. Sales and Use Tax Exemption. Qualified building materials purchased for the construction of the Project Improvements are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the Bond documents upon delivery of a project exemption certificate by the City to the Developer.

I. Cost-Benefit Analysis and Discussion of Exhibits. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, as amended, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the ad valorem real property tax abatement and the sales tax exemption for the Project. The projections in the Cost/Benefit Analysis are estimates based on numerous assumptions set forth in **Attachment A** hereto. Therefore, the actual revenues generated from the Project may be significantly different from those shown in the Cost-Benefit Analysis. The following is a summary of the exhibits attached to this Plan that show the direct tax impact the Project is expected to have on each taxing jurisdiction and key ancillary benefits expected to be derived from the Project. This Plan does not attempt to quantify the overall economic impact of the Project.

Summary of Property Tax Abatement. **Exhibit 1** provides a summary for each affected taxing district of (1) the total estimated tax revenues that would be generated on the Project Site if the Project was built and the Project did not receive tax abatement, (2) the total estimated value of the PILOTs to be made by the Developer for the proposed abatement period and (3) the total estimated value of the abatement to the Developer. Please note that the actual value of the Project may differ from the estimated value assumed in this Plan and may impact the value of the abatement realized by the Developer.

Real Property Tax Revenues. **Exhibit 2** provides the projected real property tax revenues that would be generated from the Project Site and the Project Improvements without tax abatement. **Exhibit 3** provides the projected value of the real property PILOTs to be made by the Developer. **Exhibit 4** provides the net value of the real property tax abatement after accounting for payment of PILOTs.

Refer to **Attachment A** for the assumptions related to the determination of the assessed values and the tax formulas.

Sales Tax Exemption on Construction Materials. **Exhibit 5** provides estimated values of the sales and use taxes exemption on construction materials purchased for the Project Improvements. Key assumptions for these estimated values are also included in **Exhibit 5**.

Ancillary Project Benefits. The City believes that the Developer's investment in the Project will create construction jobs during the construction period and spur additional investment and economic activity in the City. Construction of the Project will enhance the aesthetics and vibrancy of the Project Site and surrounding area. These ancillary impacts were not measured for purposes of this Plan.

V. ASSUMPTIONS AND BASIS OF PLAN

This Plan includes assumptions that impact the amount of the abatement and exemptions proposed for the Project. See **Attachment A** and **Exhibit 5** for a summary of these assumptions.

In addition to the foregoing, in order to complete this Plan, Gilmore & Bell, P.C. has generally reviewed and relied upon information furnished by, and has participated in conferences with, representatives of the City, representatives of the Developer, and other persons as the firm has deemed appropriate. Gilmore & Bell, P.C. does not assume any responsibility for the accuracy, completeness or

fairness of any of the information provided to us and has not independently verified the accuracy, completeness or fairness of such information.

* * *

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS (REAL PROPERTY TAX ABATEMENT)

1. The Developer will invest approximately \$87,500,000 in the Project.
2. The Developer provided the projections of assessed value shown in the attached exhibits, which assume a 1% increase in each odd-numbered reassessment year.
3. The acquisition and construction of the Project will be complete by the end of 2024.
4. The Project, upon completion, will be owned by the City and leased to the Developer with an option to purchase. As long as the Project is owned by the City, they will be exempt from ad valorem real property taxes.
5. The Project will be excluded from the calculation of ad valorem real property taxes from 2024 through 2029.
6. During the period that the Project is excluded from the calculation of ad valorem real property taxes, the Developer will make the following PILOTs:
 - a. In the year the City obtains title to the Project, PILOTs will equal 100% of the ad valorem real property taxes that would otherwise be due with respect to the Project, but for the City's interest therein.
 - b. In each of the next five years, PILOTs will be based on the then-current ad valorem real property tax rate at the Project Site, a commercial assessed value of \$407,460 and a residential assessed value of \$1,071,740 (i.e., the 2021 assessed value of land and improvements at the Project Site).
7. The tax rates used in this Plan reflect the rates in effect for the tax year 2021. The tax rates were held constant throughout the abatement period.

* * *

EXHIBIT 1

SUMMARY OF REAL PROPERTY TAX ABATEMENT

| Tax Distribution | Real Property Tax Revenue Without Abatement | Revenue Generated from PILOT Payments | Value of Abatement |
|------------------------------------|--|--|-------------------------------|
| State of Missouri | \$ 11,036 | \$ 2,219 | \$ 8,818 |
| St. Louis County - General | 61,039 | 12,631 | 48,408 |
| St. Louis County - Health | 41,060 | 8,495 | 32,566 |
| St. Louis County - Parks | 14,780 | 3,040 | 11,740 |
| St. Louis County - Bond Retirement | 6,990 | 1,405 | 5,584 |
| St. Louis County - Road & Bridge | 30,695 | 6,342 | 24,353 |
| St. Louis Community College | 102,528 | 20,613 | 81,916 |
| Special School District | 373,693 | 75,129 | 298,564 |
| Zoo - Museum District | 90,315 | 18,157 | 72,157 |
| University City Library | 128,677 | 25,784 | 102,893 |
| Univeristy City School District | 1,590,000 | 326,364 | 1,263,635 |
| Metropolitan Sewer District | 38,296 | 7,699 | 30,597 |
| Deer Creek Sewer District | 24,522 | 5,187 | 19,335 |
| University City | 215,423 | 43,926 | 171,497 |
| Productive Living Board | 26,329 | 5,516 | 20,813 |
| Commercial Surcharge | 27,418 | 34,634 | (7,216) |
| | <u>\$ 2,782,801</u> | <u>\$ 597,142</u> | <u>\$ 2,185,659</u> |

Note: Commercial Surcharge shows a negative number because the Project is expected to include a substantial increase in residential assessed value, but a small decrease in commercial assessed value.

EXHIBIT 2

PROJECTED REAL PROPERTY TAX REVENUES IF PROJECT IS BUILT (NO ABATEMENT)

| | | | | | | |
|----------------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Residential Assessed Value | \$ 1,071,740 | \$ 6,979,063 | \$ 6,979,063 | \$ 7,048,854 | \$ 7,048,854 | \$ 7,119,342 |
| Commercial Assessed Value | 407,460 | 320,000 | 320,000 | 323,200 | 323,200 | 326,432 |
| Total Assessed Value | 1,479,200 | 7,299,063 | 7,299,063 | 7,372,054 | 7,372,054 | 7,445,774 |
| Base Assessed Value | 1,479,200 | 1,479,200 | 1,479,200 | 1,479,200 | 1,479,200 | 1,479,200 |
| Incremental Assessed Value | \$ - | \$ 5,819,863 | \$ 5,819,863 | \$ 5,892,854 | \$ 5,892,854 | \$ 5,966,574 |

| Taxing Jurisdiction | Total Residential | Total Commercial | Base Year (2021) | 2025 | 2026 | 2027 | 2028 | 2029 | Total (2025 - 2029) |
|------------------------------------|--------------------|--------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| | Tax Rate per \$100 | Tax Rate per \$100 | | | | | | | |
| State of Missouri | 0.0300 | 0.0300 | \$ 444 | \$ 2,190 | \$ 2,190 | \$ 2,212 | \$ 2,212 | \$ 2,234 | \$ 11,036 |
| St. Louis County - General | 0.1650 | 0.1860 | 2,526 | 12,111 | 12,111 | 12,232 | 12,232 | 12,354 | 61,039 |
| St. Louis County - Health | 0.1110 | 0.1250 | 1,699 | 8,147 | 8,147 | 8,228 | 8,228 | 8,311 | 41,060 |
| St. Louis County - Parks | 0.0400 | 0.0440 | 608 | 2,932 | 2,932 | 2,962 | 2,962 | 2,991 | 14,780 |
| St. Louis County - Bond Retirement | 0.0190 | 0.0190 | 281.05 | 1,387 | 1,387 | 1,401 | 1,401 | 1,415 | 6,990 |
| St. Louis County - Road & Bridge | 0.0830 | 0.0930 | 1,268 | 6,090 | 6,090 | 6,151 | 6,151 | 6,213 | 30,695 |
| St. Louis Community College | 0.2787 | 0.2787 | 4,123 | 20,342 | 20,342 | 20,546 | 20,546 | 20,751 | 102,528 |
| Special School District | 1.0158 | 1.0158 | 15,026 | 74,144 | 74,144 | 74,885 | 74,885 | 75,634 | 373,693 |
| Zoo - Museum District | 0.2455 | 0.2455 | 3,631 | 17,919 | 17,919 | 18,098 | 18,098 | 18,279 | 90,315 |
| University City Library | 0.3500 | 0.3450 | 5,157 | 25,531 | 25,531 | 25,786 | 25,786 | 26,044 | 128,677 |
| Univeristy City School District | 4.3049 | 4.6963 | 65,273 | 315,470 | 315,470 | 318,625 | 318,625 | 321,811 | 1,590,000 |
| Metropolitan Sewer District | 0.1041 | 0.1041 | 1,540 | 7,598 | 7,598 | 7,674 | 7,674 | 7,751 | 38,296 |
| Deer Creek Sewer District | 0.0660 | 0.0810 | 1,037 | 4,865 | 4,865 | 4,914 | 4,914 | 4,963 | 24,522 |
| University City | 0.5840 | 0.6200 | 8,785 | 42,742 | 42,742 | 43,169 | 43,169 | 43,601 | 215,423 |
| Productive Living Board | 0.0710 | 0.0840 | 1,103 | 5,224 | 5,224 | 5,276 | 5,276 | 5,329 | 26,329 |
| Commercial Surcharge | n/a | 1.7000 | 6,927 | 5,440 | 5,440 | 5,494 | 5,494 | 5,549 | 27,418 |
| | <u>7.4680</u> | <u>9.6674</u> | <u>\$ 119,428</u> | <u>\$ 552,132</u> | <u>\$ 552,132</u> | <u>\$ 557,653</u> | <u>\$ 557,653</u> | <u>\$ 563,230</u> | <u>\$ 2,782,801</u> |

EXHIBIT 3

PROJECTED REAL PROPERTY PAYMENTS IN LIEU OF TAXES

| | | | | | | | | | |
|----------------------------|--|--|--------------|--------------|--------------|--------------|--------------|--------------|--|
| Residential Assessed Value | | | \$ 1,071,740 | \$ 6,979,063 | \$ 6,979,063 | \$ 7,048,854 | \$ 7,048,854 | \$ 7,119,342 | |
| Commercial Assessed Value | | | 407,460 | 320,000 | 320,000 | 323,200 | 323,200 | 326,432 | |
| Total Assessed Value | | | \$ 1,479,200 | \$ 7,299,063 | \$ 7,299,063 | \$ 7,372,054 | \$ 7,372,054 | \$ 7,445,774 | |
| Base Assessed Value | | | 1,479,200 | 1,479,200 | 1,479,200 | 1,479,200 | 1,479,200 | 1,479,200 | |
| Incremental Assessed Value | | | \$ - | \$ 5,819,863 | \$ 5,819,863 | \$ 5,892,854 | \$ 5,892,854 | \$ 5,966,574 | |

| Taxing Jurisdiction | Total Residential | Total Commercial | Base Year (2021) | 2025 | 2026 | 2027 | 2028 | 2029 | Total (2025 - 2029) |
|------------------------------------|--------------------|--------------------|------------------|------------|------------|------------|------------|------------|---------------------|
| | Tax Rate per \$100 | Tax Rate per \$100 | | | | | | | |
| State of Missouri | 0.0300 | 0.0300 | \$ 444 | \$ 444 | \$ 444 | \$ 444 | \$ 444 | \$ 444 | \$ 2,219 |
| St. Louis County - General | 0.1650 | 0.1860 | 2,526 | 2,526 | 2,526 | 2,526 | 2,526 | 2,526 | 12,631 |
| St. Louis County - Health | 0.1110 | 0.1250 | 1,699 | 1,699 | 1,699 | 1,699 | 1,699 | 1,699 | 8,495 |
| St. Louis County - Parks | 0.0400 | 0.0440 | 608 | 608 | 608 | 608 | 608 | 608 | 3,040 |
| St. Louis County - Bond Retirement | 0.0190 | 0.0190 | 281.05 | 281.05 | 281.05 | 281.05 | 281.05 | 281.05 | 1,405 |
| St. Louis County - Road & Bridge | 0.0830 | 0.0930 | 1,268 | 1,268 | 1,268 | 1,268 | 1,268 | 1,268 | 6,342 |
| St. Louis Community College | 0.2787 | 0.2787 | 4,123 | 4,123 | 4,123 | 4,123 | 4,123 | 4,123 | 20,613 |
| Special School District | 1.0158 | 1.0158 | 15,026 | 15,026 | 15,026 | 15,026 | 15,026 | 15,026 | 75,129 |
| Zoo - Museum District | 0.2455 | 0.2455 | 3,631 | 3,631 | 3,631 | 3,631 | 3,631 | 3,631 | 18,157 |
| University City Library | 0.3500 | 0.3450 | 5,157 | 5,157 | 5,157 | 5,157 | 5,157 | 5,157 | 25,784 |
| Univeristy City School District | 4.3049 | 4.6963 | 65,273 | 65,273 | 65,273 | 65,273 | 65,273 | 65,273 | 326,364 |
| Metropolitan Sewer District | 0.1041 | 0.1041 | 1,540 | 1,540 | 1,540 | 1,540 | 1,540 | 1,540 | 7,699 |
| Deer Creek Sewer District | 0.0660 | 0.0810 | 1,037 | 1,037 | 1,037 | 1,037 | 1,037 | 1,037 | 5,187 |
| University City | 0.5840 | 0.6200 | 8,785 | 8,785 | 8,785 | 8,785 | 8,785 | 8,785 | 43,926 |
| Productive Living Board | 0.0710 | 0.0840 | 1,103 | 1,103 | 1,103 | 1,103 | 1,103 | 1,103 | 5,516 |
| Commercial Surcharge | n/a | 1.7000 | 6,927 | 6,927 | 6,927 | 6,927 | 6,927 | 6,927 | 34,634 |
| | 7.4680 | 9.6674 | \$ 119,428 | \$ 119,428 | \$ 119,428 | \$ 119,428 | \$ 119,428 | \$ 119,428 | \$ 597,142 |

EXHIBIT 4

PROJECTED NET VALUE OF REAL PROPERTY TAX ABATEMENT

| Taxing Jurisdiction | Total Residential Tax Rate per \$100 | Total Commercial Tax Rate per \$100 | 2025 | 2026 | 2027 | 2028 | 2029 | Total (2025 - 2029) |
|------------------------------------|--------------------------------------|-------------------------------------|------------|------------|------------|------------|------------|---------------------|
| State of Missouri | 0.0300 | 0.0300 | \$ 1,746 | \$ 1,746 | \$ 1,768 | \$ 1,768 | \$ 1,790 | \$ 8,818 |
| St. Louis County - General | 0.1650 | 0.1860 | 9,584 | 9,584 | 9,706 | 9,706 | 9,828 | 48,408 |
| St. Louis County - Health | 0.1110 | 0.1250 | 6,448 | 6,448 | 6,529 | 6,529 | 6,612 | 32,566 |
| St. Louis County - Parks | 0.0400 | 0.0440 | 2,324 | 2,324 | 2,354 | 2,354 | 2,383 | 11,740 |
| St. Louis County - Bond Retirement | 0.0190 | 0.0190 | 1,106 | 1,106 | 1,120 | 1,120 | 1,134 | 5,584 |
| St. Louis County - Road & Bridge | 0.0830 | 0.0930 | 4,822 | 4,822 | 4,883 | 4,883 | 4,944 | 24,353 |
| St. Louis Community College | 0.2787 | 0.2787 | 16,220 | 16,220 | 16,423 | 16,423 | 16,629 | 81,916 |
| Special School District | 1.0158 | 1.0158 | 59,118 | 59,118 | 59,860 | 59,860 | 60,608 | 298,564 |
| Zoo - Museum District | 0.2455 | 0.2455 | 14,288 | 14,288 | 14,467 | 14,467 | 14,648 | 72,157 |
| University City Library | 0.3500 | 0.3450 | 20,374 | 20,374 | 20,629 | 20,629 | 20,887 | 102,893 |
| Univeristy City School District | 4.3049 | 4.6963 | 250,197 | 250,197 | 253,352 | 253,352 | 256,538 | 1,263,635 |
| Metropolitan Sewer District | 0.1041 | 0.1041 | 6,058 | 6,058 | 6,134 | 6,134 | 6,211 | 30,597 |
| Deer Creek Sewer District | 0.0660 | 0.0810 | 3,828 | 3,828 | 3,877 | 3,877 | 3,926 | 19,335 |
| University City | 0.5840 | 0.6200 | 33,957 | 33,957 | 34,384 | 34,384 | 34,816 | 171,497 |
| Productive Living Board | 0.0710 | 0.0840 | 4,121 | 4,121 | 4,173 | 4,173 | 4,226 | 20,813 |
| Commercial Surcharge | n/a | 1.7000 | (1,487) | (1,487) | (1,432) | (1,432) | (1,377) | (7,216) |
| | 7.4680 | 9.6674 | \$ 432,704 | \$ 432,704 | \$ 438,225 | \$ 438,225 | \$ 443,802 | \$ 2,185,659 |

Note: Commercial Surcharge shows a negative number because the Project is expected to include a substantial increase in residential assessed value, but a small decrease in commercial assessed value.

EXHIBIT 5

PROJECTED VALUE OF SALES AND USE TAX EXEMPTION AND SUMMARY OF KEY ASSUMPTIONS (PROJECT IMPROVEMENTS)

The City will grant a sales and use tax exemption on the qualified building materials necessary to construct the Project Improvements. For purposes of determining the impact of the sales and use tax exemption on the qualified building materials on the affected taxing jurisdictions granted by the City, certain assumptions have to be made as to the total costs of the building materials and as to the business location of the vendor selling the building materials. The assumptions related to the business locations of the building materials vendors are important as wholly-intrastate sales are subject to state and local sales tax at the tax rate applicable at the vendors' business locations, while interstate sales made by non-Missouri vendors are subject to use tax at the tax rate applicable at the delivery location. It was assumed that:

- \$26,000,000 of the total costs of the Project Improvements will be allocated to construction material costs;
- the applicable sales tax rate is 9.238%, of which 4.225% is allocated to the State of Missouri, 2.513% is allocated to St. Louis County and various countywide taxing districts (i.e., Metrolink, E-911, Children's Services, Zoo and Regional Parks and Trails) and 2.50% is allocated to the City;
- the applicable use tax rate is 5.725%, of which 4.225% is allocated to the State of Missouri and 1.500% is allocated to the City;
- 80% of the qualified construction materials will be subject to the State's sales tax and 20% will be subject to the State's use tax;
- 20% of the qualified construction materials will be subject to the County's and various countywide districts' sales tax; and
- 5% of the qualified construction materials will be subject to the City's sales tax and 20% will be subject to the City's use tax.

Please note that any variance in these assumptions will alter the net fiscal impact of the sales and use tax exemption on the affected taxing jurisdictions.

Based on the assumptions set forth above, the net fiscal impact of the sales and use tax exemption on the qualified building materials granted by the City is approximately \$1,264,312, allocated as follows:

| | <u>Sales Tax</u> | <u>Use Tax</u> | <u>Total</u> |
|---|------------------|----------------|---------------|
| State of Missouri | \$878,800 | \$219,700 | \$1,098,500 |
| County (including all countywide taxing districts) ¹ | 130,676 | 0 | 130,676 |
| City ¹ | <u>32,500</u> | <u>2,636</u> | <u>35,136</u> |
| Total | \$1,041,976 | \$222,336 | \$1,264,312 |

¹ County taxes include the 0.5% public safety sales tax, a portion of which will be distributed to the City. City taxes include the 1.0% general sales tax and 0.5% capital improvements sales tax, which are subject to countywide sales tax sharing pools. This analysis does not attempt to quantify the portion of those sales taxes that will ultimately be distributed to the City, the County or other participants in the sales tax sharing pools because the formulas for such distributions rely on variables outside the scope of this Plan, including the overall population of the City relative to the overall population of other participants in the sales tax sharing pools.

EXHIBIT B

BASE LEASE

(On file in the office of the City Clerk)

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

TITLE OF DOCUMENT: BASE LEASE

DOCUMENT DATED AS OF: September __, 2022

GRANTOR: DELMAR VIEW PROPERTIES, LLC

GRANTOR'S MAILING ADDRESS: c/o Charles Deutsch & Company
One McKnight Place
St. Louis, Missouri 63124
Attn: Charles J. Deutsch

GRANTEE: CITY OF UNIVERSITY CITY, MISSOURI

GRANTEE'S MAILING ADDRESS: 6801 Delmar Boulevard
University City, Missouri 63130

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

LEGAL DESCRIPTION: See **Exhibit A**

BASE LEASE

THIS BASE LEASE (this “Base Lease”) is made and entered into as of September __, 2022 (the “Effective Date”), by and between **DELMAR VIEW PROPERTIES, LLC**, a Missouri limited liability company (the “Developer”), and the **CITY OF UNIVERSITY CITY, MISSOURI**, a home-rule city organized and existing under its charter and the laws of the State of Missouri (the “City”).

RECITALS:

A. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri (collectively, the “Act”) and the City Charter, to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City deems advisable. Under Attorney General Opinion 180-81, the Missouri Attorney General determined that the construction and rental of multi-family apartments for profit is a commercial enterprise.

B. The Developer owns certain real property located in the City and described on **Exhibit A**, attached hereto and incorporated herein by reference (the “Project Site”), which is the subject of an industrial development plan approved in accordance with the Act by the City on _____, 2022 by passage of Ordinance No. _____.

C. Pursuant to the Act and Ordinance No. ____, the City is authorized to (1) issue its Taxable Industrial Revenue Bonds (Delmar Boulevard Redevelopment Area Project), Series 2022, in the maximum principal amount of \$90,000,000 (the “Bonds”), for the purpose of acquiring a leasehold interest in approximately 6.2 acres of real property located south of Delmar Boulevard, between McKnight Place and Kingdel Drive (the “Project Site,” as more fully described on **Exhibit A**) and constructing a development containing approximately 262 residential apartments, 1,300 square feet of commercial space, and related parking and infrastructure thereon (the “Project Improvements,” and together with the acquisition of a leasehold interest in the Project Site, the “Project”), (2) enter into this Base Lease for the purpose of acquiring a leasehold interest in the Project and (3) enter a Lease Agreement with the Developer of the same date herewith (the “Lease”) for the purpose leasing the Project back to the Developer for rent sufficient to pay debt service on the Bonds.

D. In connection with the issuance of the Bonds and the execution of the Lease, the City has agreed to cooperate with the Developer and the contractors for the Project Improvements in acquiring the benefits of sales tax exemption for purchases of materials used to construct the Project Improvements.

E. The Developer desires to lease the Project to the City and the City desires to lease the Project from the Developer, and to acquire and hold a leasehold interest for the term of this Base Lease as more fully described in this Base Lease.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Developer do hereby represent, covenant and agree as follows:

Section 1. Definitions. In addition to any words and terms defined elsewhere in this Base Lease, capitalized words and terms used in this Base Lease shall have the meanings given to such terms in the Lease.

Section 2. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The City is a home-rule city and political subdivision of the State of Missouri.
- (b) Under the provisions of the Act and the City Charter, the City has lawful power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder.
- (c) By proper action of its governing body, the City has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers.

Section 3. Representations by the Developer. The Developer makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The Developer is a limited liability company validly existing and in good standing under the laws of the State of Missouri.
- (b) The Developer has lawful power and authority to enter into this Base Lease and to carry out its obligations hereunder and the Developer has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers and representatives.
- (c) The Developer is the owner of a fee simple interest in the Project Site and is permitted to lease the Project located thereon to the City pursuant to this Base Lease.

Section 4. Lease Term. This Base Lease shall become effective upon execution and delivery, and subject to earlier termination pursuant to the provisions of this Base Lease, shall have a term commencing as of the Effective Date and terminating simultaneously with the termination of the Lease.

Section 5. Granting of Leasehold Estate. The Developer hereby rents, leases and lets the Project to the City, and the City hereby rents, leases and hires the Project from the Developer, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 6. Rent. In addition to the City's obligations under the Lease and the Development and Performance Agreement, the City hereby agrees to pay to the Developer annual rent under this Base Lease (the "Rent") equal to One Dollar and no/100 (\$1.00), which shall be due on the date of this Base Lease and on each January 1 thereafter during the term of this Base Lease. The Developer hereby acknowledges that it has received the Rent due on the date of this Base Lease.

Section 7. Use and Possession of the Project. The City will have the rights of use and possession of the Project only to the extent permitted by the Lease.

Section 8. Assignability. The City will not assign, sublease, mortgage or otherwise transfer or encumber its interest in this Base Lease.

Section 9. Repairs and Maintenance. The Developer shall, at its sole cost and expense, maintain and repair the Project, and all portions thereof and improvements thereto, to the extent required by the Lease. In no event shall the City be required to make any repairs, improvements, additions, replacements, reconstructions or other changes to the Project or perform any maintenance thereon.

Section 10. Taxes. Pursuant to **Section 6.2** of the Lease, the Developer shall promptly pay all taxes or other governmental charges, that if unpaid, would encumber the City's leasehold interest in the Project.

Section 11. Insurance. The Developer shall maintain the insurance policies required by **Article VII** of the Lease.

Section 12. Condemnation. If, at any time during the term of this Base Lease, there shall be a total or partial taking of the Project in condemnation proceedings or by any right of eminent domain or by sale in lieu thereof, the parties shall have the rights and obligations provided in the Lease, and this Base Lease shall terminate only to the extent and in the manner provided in the Lease.

Section 13. Surrender of the Project. Except as otherwise expressly provided in this Base Lease, the City shall surrender and deliver up the Project and all associated improvements to the Developer at the expiration or other termination of this Base Lease, to the limited extent that the City may have any rights to possession thereof as expressly provided herein, without fraud or delay.

Section 14. Notices. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers, or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Base Lease or pursuant to law or otherwise, shall be made in the form and manner provided in the Lease.

Section 15. Developer's Right to Terminate. The Developer may terminate this Base Lease at any time pursuant to **Article XI** of the Lease.

Section 16. Conflict with the Lease. In the event of any conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall control.

Section 17. Limitation on Liability of City. No provision, covenant or agreement contained in this Base Lease or any obligation herein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 18. Governing Law. This Base Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 19. Binding Effect. This Base Lease shall be binding upon and shall inure to the benefit of the City and the Developer and their respective successors and assigns.

Section 20. Severability. If for any reason any provision of this Base Lease is determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 21. Execution in Counterparts. This Base Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 22. Electronic Storage and Transactions. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 23. Subordination of Base Lease. By its execution hereof, each of the Developer and the City hereby agree that this Base Lease shall be, is and shall continue to be, subordinate and inferior to that certain Deed of Trust dated _____, 2022, executed by the Developer for the benefit of [*Lender*] (the “Fee Deed of Trust”) until all [*Obligations*] (as such term is defined in the Fee Deed of Trust) have been indefeasibly paid and performed in full, including but not limited to, all future advances and future obligations secured by the Fee Deed of Trust. Such subordination shall be self-operative and shall be irrespective of the time, manner, order of recording or perfection or any other priority that ordinarily would result under the Uniform Commercial Code as enacted in each and every applicable jurisdiction, and as amended from time to time, and other applicable law for the order of granting or perfecting any security interests referred to herein.

Section 24. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and shall not, for the duration of this Base Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Base Lease as of the Effective Date.

DELMAR VIEW PROPERTIES, LLC,
a Missouri limited liability company

By: _____
Name: _____
Title: _____

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

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of [***DELMAR VIEW PROPERTIES, LLC***], a Missouri limited liability company and that said instrument was signed on behalf of said company by authority of its governing body, and said officer acknowledged said instrument to be the free act and deed of said company.

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: _____
Notary Public - State of Missouri
Commissioned in _____ County

My Commission Expires: _____

CITY OF UNIVERSITY CITY, MISSOURI

(SEAL)

Attest:

By: _____
Gregory Rose, City Manager

LaRette Reese, City Clerk

ACKNOWLEDGMENT

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

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public, appeared **GREGORY 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**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its City Council, and said officers acknowledged said instrument to be executed for the purposes therein stated and as 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: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

EXHIBIT A
DESCRIPTION OF PROJECT SITE

EXHIBIT C

LEASE AGREEMENT

(On file in the office of the City Clerk)

**CITY OF UNIVERSITY CITY, MISSOURI,
As Lessor,**

AND

**DELMAR VIEW PROPERTIES, LLC,
As Lessee**

LEASE AGREEMENT

Dated as of September __, 2022

Relating to:

**\$90,000,000
(Aggregate Maximum Principal Amount)
City of University City, Missouri
Taxable Industrial Revenue Bonds
(Delmar Boulevard Redevelopment Area Project)
Series 2022**

Certain rights of the City of University City, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to [*Trustee*], as trustee under the Trust Indenture dated as of September __, 2022, between the City and the Trustee.

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of September __, 2022 (the “Lease”), between the **CITY OF UNIVERSITY CITY, MISSOURI**, a home-rule city organized and existing under its charter and the laws of the State of Missouri (the “City”), as lessor, and **DELMAR VIEW PROPERTIES, LLC**, a limited liability company organized and existing under the laws of the State of Delaware (the “Developer”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri (collectively, the “Act”) and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable. Under Attorney General Opinion 180-81, the Missouri Attorney General determined that the construction and rental of multi-family apartments for profit is a commercial enterprise.

2. Pursuant to the Act, the City Council passed Ordinance No. _____ on _____, 2022 (the “Ordinance”), authorizing the City to issue its Taxable Industrial Revenue Bonds (Delmar Boulevard Redevelopment Area Project), Series 2022, in the maximum principal amount of \$90,000,000 (the “Bonds”), for the purposes of (a) acquiring a leasehold interest in certain real property located south of Delmar Boulevard, between McKnight Place and Kingdel Drive in the City (as legally described on **Exhibit A**, the “Project Site”) and (b) constructing thereon a development consisting of approximately 262 residential apartments, 1,300 square feet of commercial space, and related parking and infrastructure (the “Project Improvements”).

3. Pursuant to the Act and the Ordinance, the City is authorized to (a) enter into a Trust Indenture of the same date herewith (the “Indenture”) with [*Trustee*], as trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, (b) enter into a Base Lease of the same date herewith (the “Base Lease”) with the Developer under which the City will acquire a leasehold interest in the Project Site and (c) enter into this Lease with the Developer under which the City will, or will cause the Developer to, construct the Project Improvements and lease the Project Improvements, as they may at any time exist, together with the City’s leasehold interest in the Project Site (collectively, the “Project”) to the Developer in consideration of rental payments by the Developer that will be sufficient to pay the principal of and interest on the Bonds.

4. The City and the Developer acknowledge and agree that title to the Project is subject and subordinate to the Deed of Trust (the “Fee Deed of Trust”) granted by the Developer to [*Lender*] and its successors and assigns (the “Lender”), pursuant to various loan documents (the “Loan Documents”) evidencing the loan made by the Lender and secured by the Fee Deed of Trust.

5. In consideration of the terms and conditions of this Lease, the Ordinance, issuance of the Bonds and certain other agreements, the City and the Developer have concurrently herewith entered into a Development and Performance Agreement of the same date herewith (the “Development and Performance Agreement”), pursuant to which the Developer has agreed to make certain payments in lieu of taxes.

6. Pursuant to the foregoing, the City desires to lease the Project to the Developer and the Developer desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in **Section 101** of the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Interpretation.

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

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

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

(g) Whenever the City is required to "cooperate," "cooperate fully" or "act promptly" on a matter set forth in this Lease, the City's cooperation shall be deemed to be reasonable cooperation and the City's promptness shall be deemed to be reasonable promptness; provided, however, the City shall not be required to incur any costs, expenses, obligations or liabilities in providing such reasonable cooperation and promptness.

Section 1.3. Incorporation.

- (a) The Recitals hereof are all incorporated into this Lease as if fully and completely set out in this Section.
- (b) The Exhibits to this Lease are hereby incorporated into and made a part of this Lease.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a home-rule city organized and validly existing under its charter and the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its City Council, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(b) As of the date of delivery hereof, the City agrees to acquire a leasehold interest in the Project Site pursuant to the Base Lease and construct or cause the construction of the Project Improvements. The City agrees to lease the Project to the Developer and sell the Project to the Developer if the Developer exercises its option to purchase the Project or upon termination of this Lease, all for the purpose of furthering the public purposes of the Act.

(c) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Developer or in the transactions contemplated hereby.

(d) To finance the costs of the Project, the City proposes to issue the Bonds, which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(e) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, consisting of all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to this Lease.

(f) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of the Authorized Developer Representative; provided, however, the City's execution of this Lease, the Base Lease, the Indenture and the Development and Performance Agreement shall not be deemed to violate this **Section 2.1(f)**.

(g) The City will not operate the Project as a business or in any other manner except as the lessor thereof, except subsequent to an Event of Default hereunder.

Section 2.2. Representations by the Developer. The Developer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(b) The Developer has lawful power and authority to enter into this Lease and to carry out its obligations hereunder, and the Developer has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Developer will not, to the Developer's knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Developer is a party or by which it or any of its property is bound, or the Developer's organizational documents, or any order, rule or regulation applicable to the Developer or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Developer under the terms of any instrument or agreement to which the Developer is a party.

(d) The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Developer, and the Developer hereby rents, leases and hires the Project from the City, subject to the Base Lease and other Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained. The City and the Developer agree and acknowledge that title to the Project is subject to the lien granted to the Lender by the Developer and no further notice of the Fee Deed of Trust is required for the Lender to have all Lender rights and protections provided herein and in the Indenture.

Section 3.2. Lease Term. This Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of this Lease, the lease of the Project shall terminate on December 31, 2026.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** following the occurrence and continuance of an Event of Default, as defined in **Section 12.1**, the Developer shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3**) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease

Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII**, the Indenture, the Base Lease and the Development and Performance Agreement to prevent the Developer from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Developer, cooperate with the Developer to defend the Developer's quiet and peaceable possession and enjoyment of the Project.

(b) Subject to the provisions of this Section, the Developer shall have the exclusive right to use the Project for any lawful purpose contemplated by the Act and consistent with the terms of the Development and Performance Agreement. The Developer shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner of use or the condition of the Project, or that otherwise may be applicable by virtue of the City's interest in the Project Site. The Developer shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII**. The Developer shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Developer to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Developer may, at its own cost and expense, contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Developer may refrain from complying therewith.

ARTICLE IV

PURCHASE AND CONSTRUCTION OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Developer, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement.

Section 4.2. Purchase and Construction of the Project. The City and the Developer agree that the Developer, as the agent of the City, shall, but solely from the Project Fund, purchase and construct the Project as follows:

(a) The City will acquire a leasehold interest in the Project Site at the execution hereof. Concurrently with the execution of this Lease, (i) the Base Lease will be executed by the City and the Developer and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by **Article VII** will be delivered to the City and the Trustee.

(b) On behalf of the City, the Developer will purchase and construct the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications. The Developer may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that affect the status of the Project as a "project" under the Act or that would materially alter the accuracy of the description of the Project in the Plan for an Industrial Development Project and Cost/Benefit Analysis distributed under the Act may be made only with the prior written approval of the City. The Developer agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Developer for its purposes, and that all real and

personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede any of the provisions of **Article VIII**.

(c) The Developer will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri to the extent applicable to the construction of the Project.

(d) The Developer will cause the purchase and construction of the Project to be completed on or before the Completion Date, except as otherwise provided in **Section 4.5**.

(e) The Project Improvements shall be constructed in a good and workmanlike manner and in strict compliance with all applicable laws, orders and ordinances.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4**. The Developer may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Developer must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date. The maximum amount of Project Costs for which requisitions may be submitted is expressly limited to \$90,000,000.

Section 4.4. Payment for Project Costs. The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund and endorse the Bonds, upon receipt by the Trustee of certificates in substantially the form of **Exhibit B** attached hereto, signed by the Authorized Developer Representative and approved by the Authorized City Representative. Upon request by the City, the Developer shall provide the City with copies of invoices, bills, lien waivers and other reasonable documentation to support each submitted requisition certificate. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by the Authorized Developer Representative and the Authorized City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the City and the Trustee by approval or deemed approval of the Certificate of Substantial Completion required by the Development and Performance Agreement. Notwithstanding the foregoing, such certificate shall be deemed given on December 31, 2025 if not actually filed with the City by December 31, 2025, subject to any delay permitted by **Section 3.1** of the Development and Performance Agreement (a "Permitted Excuse"). No Permitted Excuse shall be deemed to exist unless the Developer provides a written notice to the City, within 30 days after the Developer has actual notice of the claimed event, specifying the Permitted Excuse. In no event shall a Permitted Excuse extend the Completion Date beyond December 31, 2026. The Developer and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus in Project Fund. Upon receipt of the certificate described in **Section 4.5** and payment from the Project Fund of the Project Costs described therein, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Developer solely to (a) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (b) at the option of the Developer,

to the purchase of Bonds at such earlier date or dates as the Developer may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

Section 4.7. Project Property of the City. The Project Site and the Project Improvements located thereon at the execution hereof and which the Developer desires to lease to the City, all work and materials related to the Project as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Developer under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute leasehold property of the City, subject only to this Lease, the Indenture, Permitted Encumbrances, the Fee Deed of Trust and the Leasehold Mortgage, if any. Upon reasonable request of and at the expense of the Developer, the City agrees to cooperate with the Developer regarding the enforcement of any claims the Developer may have against third parties relating to the construction of the Project.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Developer. Any improvements or items of machinery or equipment which do not constitute part of the Project and the entire purchase price of which is paid for by the Developer with the Developer's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Developer and shall not constitute a part of the Project for purposes of **Section 6.4** and therefore are subject to taxation, to the extent otherwise provided by law.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Developer covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as principal of the Bonds and the interest thereon as provided in the Indenture. Except as offset pursuant to the right of the Developer set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Base Lease, the Indenture, the Bond Purchase Agreement or the Development and Performance Agreement to the contrary, and provided that the Developer is the sole holder of the Bonds, the Developer may set-off the then-current Basic Rent payment against the City's obligation to the Developer as bondholder to pay principal of and interest on the Bonds under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Developer to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the City is deemed to have paid its obligation to the Developer as bondholder to pay principal of and interest on the Bonds under the Indenture. On the final Payment Date, the Developer will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be canceled or (b) if an entity other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Developer shall receive a credit against the Basic

Rent payable by the Developer in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Developer shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts:

(a) all fees, charges and expenses, including agent and counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred under or arising from the Indenture, this Lease, the Base Lease or the Development and Performance Agreement, including, but not limited to, claims by contractors or subcontractors and the City's legal costs associated with the termination of this Lease and the Base Lease, if any, as and when the same become due;

(b) all costs incident to the issuance of the Bonds (which are to be paid on the Closing Date) and the payment of the principal of and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(c) all fees, charges and expenses incurred in connection with the enforcement of any rights under this Lease, the Base Lease, the Indenture or the Development and Performance Agreement by the City, the Trustee or the Owners, including counsel fees and expenses; and

(d) all other payments of whatever nature which the Developer has agreed in writing to pay or assume under the provisions of this Lease, the Base Lease, the Development and Performance Agreement or the Indenture.

Section 5.3. Obligations of the Developer Absolute and Unconditional.

(a) The obligations of the Developer under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off (except as described in **Section 5.1**), counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's interest therein or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Developer's use thereof, the eviction or constructive eviction of the Developer, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this Section is intended or shall be deemed to affect or impair in any way the rights of the Developer to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4**, nor the right of the Developer repurchase the Project and terminate this Lease as provided in **Article XI**.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Developer of any rights or claims the Developer may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Developer shall be unconditionally

and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Developer may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Developer deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees, at the Developer's expense, to cooperate fully with the Developer and to take all action necessary to effect the substitution of the Developer for the City in any such action or proceeding if the Developer shall so request.

Section 5.4. Prepayment of Basic Rent.

(a) The Developer may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Developer shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

(b) At its option, the Developer may deliver to the Trustee for cancellation Bonds owned by the Developer and not previously paid, and the Developer shall receive a credit against amounts payable by the Developer for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Developer shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Developer shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance. The Developer shall also comply with **Section 8.4**.

Section 6.2. Taxes, Assessments and Other Governmental Charges. The Developer shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Developer therein) or any buildings, improvements, machinery and equipment at any time installed on the Project Site by the Developer, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's interest in the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Developer shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

Section 6.3. Utilities. All utilities and utility services used by the Developer in, on or about the Project shall be paid by the Developer and shall be contracted by the Developer in the Developer's own name, and the Developer shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment. Before leasing any real property to the City, the Developer will purchase, from a title insurance company reasonably acceptable to the City, a commitment for title insurance or provide such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee.

Section 7.2. Casualty Insurance.

(a) Prior to commencement of construction of the Project Improvements, the Developer shall at its sole cost and expense obtain a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained from commencement of construction through the Lease Term with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of not less than "A-" or the equivalent thereof as may be selected by the Developer. The Developer shall deliver certificates of insurance for such policies to the City and the Trustee no later than 30 days after commencement of construction of the Project Improvements and promptly after renewal of each insurance policy. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the City and the Developer as insureds, as their respective interests may appear, shall name the Trustee as loss payee and shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Developer and the Trustee.

(b) In the event of loss or damage to the Project, the Net Proceeds of casualty insurance carried pursuant to this Section shall be (i) paid over to the Trustee and shall be applied as provided in **Article IX**, or (ii) applied as directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding, subject to the rights of the Lender under the Loan Documents and any Financing Party under any Financing Document.

Section 7.3. Public Liability Insurance.

(a) The Developer shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability insurance (including but not limited to coverage for operations, contingent liability, operations of subcontractors, completed operations and contractual liability), under which the City, the Developer and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Developer). The policies of said insurance shall contain a provision that such insurance may not be canceled by the issuer thereof without

at least 10 days' advance written notice to the City, the Developer and the Trustee. Certificates of such policies shall be furnished to the Trustee on the date of execution of this Lease and not less than 30 days before the expiration date of each insurance policy.

(b) In the event of a general liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Blanket Insurance Policies. The Developer may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 7.5. Worker's Compensation. The Developer agrees throughout the Lease Term to maintain or cause to be maintained the worker's compensation coverage required by the laws of the State of Missouri.

Section 7.6. Sovereign Immunity. Notwithstanding anything to the contrary contained herein, nothing in this Lease shall be construed to broaden the liability of the City beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri or abolish or waive any defense at law that might otherwise be available to the City or its officers, agents and employees.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project.

(a) The Developer may make such additions, modifications and improvements in and to any part of the Project as the Developer from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Developer pursuant to this Section shall (i) be made in a good and workmanlike manner and in compliance with all laws, orders and ordinances applicable thereto, and (ii) when commenced, be prosecuted to completion with due diligence. Any such other additions, modifications and improvements shall be subject to ad valorem taxes, or if for any reason the St. Louis County Assessor determines that such additions, modifications and improvements are not subject to ad valorem taxes, the Developer shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due but for the City's interest therein, unless otherwise agreed to by the City.

(b) The Developer shall, following the Completion Date, notify the City in writing of any improvements to the Project that in the aggregate are reasonably expected to exceed \$1,000,000 during any calendar year. If such improvements constitute personal property, any such improvements shall remain the property of the Developer, shall not become part of the Project, and shall be subject to ad valorem taxes.

Section 8.2. Additional Improvements on the Project Site. Subject to **Section 8.1(b)** and **Section 8.5**, the Developer may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Developer from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Developer, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included in the Project and, during the life of this Lease, shall remain the property of the Developer and may be added to, altered or razed and removed

by the Developer at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Developer covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty.

Section 8.3. Permits and Authorizations. The Developer shall not do or permit others under its control to do any work on the Project or any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII**.

Section 8.4. Mechanics' Liens.

(a) The Developer will not directly or indirectly create, incur, assume or suffer to exist any mechanics' or other similar lien on or with respect to the Project, and the Developer shall promptly notify the City of the imposition of such lien of which the Developer is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Developer shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Developer or anyone claiming by, through or under the Developer upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding **Section 8.4(a)**, the Developer may contest any such mechanics' or other similar lien if the Developer (i) within 60 days after the Developer becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (v) thereafter promptly procures record release or satisfaction thereof. The Developer may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Developer is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Developer shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such lien if the same shall arise at any time. The Developer shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Developer shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such lien. The City shall cooperate fully with the Developer in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Developer, as promptly as practicable, shall either (i) make the determination described in **Section 9.1(f)**, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Developer's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures that are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as a "project" permitted by the Act.

If the Developer elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Developer makes the determination described in **Section 9.1 (f)**, the Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents. Subject to the provisions of the Fee Deed of Trust and related Loan Documents, insurance monies in an amount less than \$100,000 may be paid to or retained by the Developer to be held in trust and used as provided herein. Subject to the provisions of the Fee Deed of Trust and related Loan Documents, insurance monies in an amount of \$100,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) if determined by the Owners of 100% in principal amount of the Bonds Outstanding, applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds Outstanding, subject to the rights of the Lender. If the Developer makes the determination described in **Section 9.1 (f)**, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in **Section 9.1 (f)**, subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents.

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of the Lender, any leasehold mortgagee or any other Financing Party. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion provided to the City and the Trustee. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Developer shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Developer shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Developer, as though no damage by fire or any other casualty has occurred.

(d) The Developer will prosecute or defend any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage.

(e) The Developer agrees to give prompt written notice to the City, the Trustee and the Lender of all fires and any other casualties occurring in, on, at or about the Project Site.

(f) If the Developer determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Developer does not have the right under the Fee Deed of Trust, any Leasehold Mortgage or any other Financing Document to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due, all subject to rights of the Lender under the Loan Documents, any mortgagee under the Leasehold Mortgage (if any) and any Financing Party under the Financing Documents (if any). The Developer agrees to be reasonable in exercising its judgment pursuant to this subsection. Alternatively, if the Developer is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

(g) The Developer shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Developer under this Lease or of any other obligations of the Developer under this Lease except as expressly provided in this Section.

(h) The rights of the City and the Trustee in and to any Net Proceeds are and will at all times be subject to the rights of the Lender with respect to such Net Proceeds.

(i) Nothing herein shall be deemed to authorize the Developer to allow an unsafe, dangerous, unhealthy or injurious condition to exist on the Project or any portion thereof, in violation of any applicable laws, codes and ordinances due to a fire or other casualty.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$100,000, the Developer shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, the Lender, any mortgagee under the Leasehold Mortgage (if any) and any Financing Party under the Financing Documents (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Developer determines that such substitution is practicable and desirable, the Developer shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the power of eminent domain, including the acquisition or construction of

other improvements suitable for the Developer's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Developer without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances (including, without limitation, any liens held by the Lender in and to the substitute Project). In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** (with respect to the receipt of casualty insurance proceeds).

(c) If the Developer determines that it is not practicable or desirable to acquire or construct substitute improvements, or if the Developer does not have the right under the Fee Deed of Trust to use any Net Proceeds of condemnation awards received by the Developer, then any Net Proceeds of condemnation awards received by the Developer shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of the Lender under the Loan Documents, any mortgagee under the Leasehold Mortgage (if any) and any Financing Party under the Financing Documents (if any).

(d) The Developer shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Developer under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Developer in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Developer to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Developer and the Lender.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, subject to the rights of the Lender, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may before the application thereof by the City or the Trustee be applied as directed by the Owners or pledgees of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (b) the rights of the City to any amounts then due and payable under the Development and Performance Agreement.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Developer's purposes or needs. The Developer releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Developer's use thereof, unless such loss is the result of the City's or the Trustee's negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)**, the Developer shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Developer may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Developer and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Developer, and during said 90-day (or extended) period the Developer shall bear the sole responsibility for and bear the sole risk of loss of said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Developer and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Developer and which are not so removed from the Project Site before the expiration of said period shall be the separate and absolute property of the City. Notwithstanding the foregoing, if the Developer has paid all obligations due and owing under the Indenture (or such obligations have been canceled), this Lease and the Development and Performance Agreement, the City shall convey the Project in accordance with **Section 11.2**.

Section 10.3. Right of Access to the Project. The City may conduct such periodic inspections of the Project as may be generally provided in the City's municipal code. In addition, the Developer agrees that the City and the Trustee and their duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than two Business Days' prior notice, subject to the Developer's usual business, proprietary, safety, confidentiality and security requirements, enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Developer's operations, (b) to monitor the acquisition, construction and installation of the Project pursuant to **Section 4.2** as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Developer's possession pertaining to the acquisition, installation or maintenance of the Project, or (d) upon either (i) the occurrence and continuance of an Event of Default or (ii) the Developer's failure to purchase the Project at the end of the Lease Term, to exhibit the Project to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(c)** and **(d)**, if no Event of Default under this Lease has happened and is continuing, the City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or

termination or of the agreement or other arrangement, (ii) a written application signed by the Authorized Developer Representative requesting such instrument, and (iii) a certificate executed by the Authorized Developer Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Developer, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture or the Development and Performance Agreement, will be a Permitted Encumbrance, and that the Developer will defend, indemnify and save and hold harmless the City from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising from the execution and delivery of any instrument, agreement or other arrangement pursuant to this Section. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Developer for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Developer; but, subject to **Sections 10.4(c)** and **(d)**, upon (A) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Developer or (B) the occurrence and continuance of an Event of Default by the Developer, all rights then existing of the Developer with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) Subject to the Fee Deed of Trust, the Developer may mortgage or grant a deed of trust against the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within 30 days after the execution thereof. The sale of the Developer's leasehold estate at a foreclosure sale or trustee's sale under the Leasehold Mortgage or any assignment in lieu thereof shall not require the consent of the City, if (i) written notice of the proposed sale or assignment is provided to the City at least 15 days prior thereto, and (ii) before such sale or assignment, all payments then owing to the City under the Development and Performance Agreement are paid.

(c) The City acknowledges and agrees that the Developer may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith and subject to the terms of the Loan Documents, the Developer may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Developer may, at any time and from time to time, with prior notice to but without the consent of the City, (i) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (ii) sublease or assign this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)**.

(d) As long as the Fee Deed of Trust remains outstanding or upon notice by the Developer to the City in writing that the Developer has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply in respect of each such Financing Party:

(i) there shall be no merger of this Lease or of the leasehold estate created hereby with fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of each such Financing Party;

(ii) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Developer under this Lease, at the same time as such notice is served

upon the Developer. No such notice to the Developer shall be effective unless a copy thereof is thus served upon each such Financing Party;

(iii) each such Financing Party shall have the same period of time which the Developer has, after the service of any required notice upon it, plus 30 days, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice, and the City shall accept performance by any Financing Party as timely performance by the Developer;

(iv) the City may exercise any of its rights or remedies with respect to any Event of Default by the Developer, subject to the rights of any Financing Party under this **Section 10.4(d)** as to such Event of Default. Without limiting the generality of the foregoing, the holder of the Fee Deed of Trust may cause the sale of the fee simple interest or the leasehold interest of the Developer to be sold at foreclosure sale conducted in accordance with applicable law and the terms of the Fee Deed of Trust, to accept assignment of this Lease in lieu of foreclosure and to appoint a receiver for the Project, all without obtaining the prior written consent of the City but subject to the provisions of **Section 10.4(b)**;

(v) upon the occurrence and continuance of an Event of Default by the Developer under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting each such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such Event of Default shall continue beyond any period set forth in this Lease to effect said cure so long as the Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default;

(vi) each such Financing Party (and its designees, nominees, assignees or transferees) may enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce its rights under its respective Financing Documents;

(vii) except for terminations of this Lease expressly authorized herein, this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Developer, without prior written consent of each such Financing Party; and

(viii) each such Financing Party may, upon an event of default under any of its respective Financing Documents, on behalf of the Developer and without the consent of the Developer, but only having first caused the redemption of the Bonds, exercise the right to purchase the Project pursuant to **Section 11.1**, upon compliance with the provisions of that Section. The Developer agrees that the City will have no liability for taking direction from any Financing Party in connection with a conveyance of the Project back to the Developer pursuant to **Article XI**.

The City acknowledges that the Lender is a Financing Party and is entitled to the benefits of **Sections 10.4(d)(i)-(viii)**.

(e) In connection with the execution of one or more Financing Documents, upon the request of the Developer, the City agrees to execute such documents as shall be reasonably requested by the Lender or any other Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents, including, without limitation, subordination of the City's interest in the Project to any new fee deed of trust or any modification of the existing Fee Deed of Trust. Moreover, to facilitate the recordation of a new fee deed of trust or a modification of the existing Fee Deed of Trust, the City agrees to subordinate its leasehold interest in the Project to the Financing Documents. The Developer agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) The Developer's obligations under any mortgage or Financing Document relating to the Project entered into after the date of execution of this Lease (except for any construction loans or other Financing Documents related to the Project that the Developer and the Lender hereafter execute), the execution of which shall be expressly subject to the prior written consent of the Lender in accordance with the Fee Deed of Trust, shall be subordinate to the Developer's obligations under this Lease.

(g) Notwithstanding the foregoing, the City may agree to other provisions and documents requested by the Developer, the Lender or any Financing Party not contemplated by this **Section 10.4**, subject to approval by the City Council.

Section 10.5. Indemnification of City and Trustee. The Developer shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any Person, firm or corporation arising from the issuance of the Bonds and the execution of the Development and Performance Agreement, this Lease (or any instrument requested by the Developer pursuant to **Section 10.4**) or the Indenture and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Developer in the performance of any of its obligations under the Development and Performance Agreement, this Lease, the Base Lease or any related document, (c) any contract entered into in connection with the acquisition, purchase, construction, extension, installation or improvement of the Project, (d) any act of negligence of the Developer or of any of its agents, contractors, servants, employees or licensees, (e) unless the Developer has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Developer, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Developer, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any violation of Section 107.170 of the Revised Statutes of Missouri; provided, however, the indemnification contained in **Sections 10.5(a)-(e)** shall not extend (i) to the City to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are (A) the result of work being performed at the Project by employees of the City, or (B) the result of negligence or willful misconduct by the City or (ii) to the Trustee to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of negligence or willful misconduct by the Trustee. Upon written notice from the City or the Trustee of any such claims or demand, the Developer shall defend them or either of them in any such action or proceeding; provided, that the City shall cooperate with the Developer and provide reasonable assistance in such defense. All costs related to the defense of the City or the Trustee pursuant to this **Section 10.5** shall be paid by the Developer. This **Section 10.5** shall survive any termination of the Development and Performance Agreement and this Lease or the satisfaction and discharge of the Indenture.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. This Lease is intended to convey to the Developer all of the benefits and burdens of ownership and to cause the Developer to be treated as the owner of the Project for federal income tax purposes. The Trustee, the Developer and the City agree to treat this Lease in a manner consistent with such treatment. The Developer alone shall be entitled to all of the federal income tax attributes of ownership of the Project, including without limitation the right to claim depreciation, amortization deductions, investment tax credits or any other tax benefits. The City agrees that any depreciation, amortization deductions, investment tax credits or any other tax benefits with respect to the Project or any part thereof shall be made available to the Developer, and the City will fully cooperate with the Developer in any effort by the Developer to avail itself of any such depreciation, amortization deductions, investment tax credit or other tax benefits.

Section 10.7. Developer to Maintain its Existence. The Developer agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence in good standing, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Developer may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve or convert into a different type of legal entity, if the surviving, resulting or transferee Person expressly assumes in writing all the obligations of the Developer contained in this Lease, and the surviving, resulting or transferee Person either (a) has a long-term debt rating or is controlled by or under common control with an entity with a long-term debt rating in any of the top three long-term debt rating categories established by any nationally recognized rating service, (b) is controlled by, under common control with or controls the Developer, or (c) is otherwise approved by the City Council. This Section does not limit the Developer's transfer rights under **Section 13.1**.

Section 10.8. Security Interests. The City and the Developer hereby authorize the Trustee to file all appropriate financing and continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee under the Indenture. Upon the written instructions of the Owners or pledgees of 100% of the Bonds then-Outstanding, the Trustee shall file all instruments the Owners deem necessary to be filed and shall continue or cause to be continued such instruments for so long as the Bonds are Outstanding. Notwithstanding the foregoing, the Trustee shall not be obligated to file any original instrument unless such instrument has been prepared by an attorney acceptable to the Trustee (any attorneys' fees incurred in connection therewith shall be paid by the Developer), and the Trustee shall not be responsible for the accuracy or sufficiency of any such original instrument. The City and the Developer shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to file or to renew such statements.

Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.

(a) As used in this Section, the following terms have the following meanings:

"Environmental Laws" means any now-existing or hereafter enacted or promulgated federal, state, local, or other law, statute, ordinance, order, rule, regulation or court order pertaining to (i) environmental protection, regulation, contamination or clean-up, (ii) toxic waste, (iii) underground storage tanks, (iv) asbestos or asbestos-containing materials, or (v) the handling, treatment, storage, use or disposal of Hazardous Substances, including without limitation the Comprehensive Environmental Response,

Compensation and Liability Act and the Resource Conservation and Recovery Act, all as amended from time to time.

“Hazardous Substances” means all (i) “hazardous substances” (as defined in 42 U.S.C. §9601(14)), (ii) “chemicals” subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time, (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Developer warrants and represents to the City and the Trustee that to the knowledge of the Developer there are no conditions on the Project Site which materially violate any applicable Environmental Laws and no claims or demands have been asserted or made in writing by any third parties arising out of, relating to or in connection with any Hazardous Substances on, or allegedly on, the Project Site for any injuries suffered or incurred, or allegedly suffered or incurred, by reason of the foregoing.

(c) The Developer will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards in material violation of Environmental Laws which are given by or on behalf of the Developer to any federal, state or local or other agencies or authorities or which are received by the Developer from any federal, state or local or other agencies or authorities with respect to the Project Site. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are received by the Developer. The Developer will provide to the City for review only, any environmental assessments (“Assessments”) and reports regarding the correction or remediation of material environmental issues required by Environmental Laws to be addressed in the Assessments (“Reports”) concerning the Project; upon the completion of the City’s review of the Assessments and the Reports, the City shall immediately return to the Developer all originals and copies of the Assessments and Reports.

(d) The Developer warrants and represents that the Developer has provided the City and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter “Environmental Notices”) showing Hazardous Substances on the Project Site given within two years preceding the date hereof, as of the date hereof, by the Developer to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §11001 *et seq.*, or any other applicable Environmental Laws. The Developer will provide the City and the Trustee with copies of all Environmental Notices concerning Hazardous Substances on the Project Site subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986 or any other applicable Environmental Laws. Such copies of subsequent Environmental Notices shall be sent to the City and the Trustee concurrently with their being mailed to any such governmental authority or agency.

(e) The Developer will comply with and operate and at all times use, keep and maintain the Project and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et. seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Developer will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Project or any part thereof nor cause, suffer, allow or permit anyone else to do so except in material compliance with all applicable Environmental Laws.

(f) The Developer agrees to indemnify, protect and hold harmless the City and the Trustee and their directors, officers, shareholders, officials or employees from and against any and all claims, demands,

costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising from (i) any release (as defined in 42 U.S.C. § 9601 (22)), actual or alleged, of any Hazardous Substances, upon the Project Site or respecting any products or materials previously, now or thereafter located upon the Project Site, regardless of whether such release or alleged release has occurred before the date hereof or hereafter occurs and regardless of whether such release or alleged release occurs as a result of any act, omission, negligence or misconduct of the Developer or any third party or otherwise (except, with respect to the City, to the extent such release occurs as a result of any negligence or willful misconduct of the City), (ii) (A) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any applicable Environmental Laws relating to or affecting the Project Site, or (B) any violation now existing or hereafter arising, or any other liability, under or in connection with, any applicable Environmental Laws relating to any products or materials previously, now or hereafter located upon the Project Site, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the Developer or any third party or otherwise (except, with respect to the City, to the extent such violation occurs as a result of any negligence or willful misconduct of the City), (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or allegedly on the Project Site, or (iv) any material breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section; provided, however, that the Developer's obligations under this **Section 10.9(f)** shall not apply to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of (1) work being performed at the Project by employees of the City or (2) negligence or willful misconduct by the City or the Trustee. The City shall cooperate with the Developer in the defense of any matters included within the foregoing indemnity without any obligation to expend money. This **Section 10.9(f)** shall survive any termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Developer shall have, and is hereby granted, the option to purchase all or any portion of the City's interest in the Project at any time, upon payment in full or redemption of the Outstanding Bonds to be redeemed or provision for their payment or redemption having been made pursuant to **Article XIII** of the Indenture. To exercise such option, the Developer shall give written notice to the City and to the Trustee, and shall specify therein the date of closing of such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and, in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Developer shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the foregoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder upon an Event of Default (a "Remedies Notice"), the Developer shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Developer; provided said Remedies Notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Developer may rescind such exercise by providing written notice to the City and the Trustee on or before the 29th day and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Developer in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all or a portion of the then-Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to the City's reasonable charges and expenses incurred in connection with the Developer exercising its option to purchase all or a portion of the Project; plus

(d) an amount of money equal to all payments due and payable pursuant to the Development and Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus

(e) the sum of \$10.00.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Developer the following:

(a) a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) such other documents as reasonably necessary to effectuate the conveyance of the Project, including without limitation a termination of the Base Lease and this Lease.

Section 11.3. Relative Position of Option and Indenture. The option to purchase the Project granted to the Developer in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Developer is in default under this Lease; provided that such option will not result in nonfulfillment of any condition to the exercise of any such option (including the payment of all amounts specified in **Section 11.1**) and further provided that the option herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. The Developer hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payment due under the Development and Performance Agreement. The amount of the purchase price under this Section shall be the sum of the items set forth in **Sections 11.1(a)-(e)**. The purchase price shall be paid by the Developer within 90 days of the expiration of the Lease Term.

Section 11.5. Right to Set-Off. At its option, to be exercised at least five days before the date of closing such purchase, the Developer may deliver to the Trustee for cancellation Bonds not previously paid, and the Developer shall receive a credit against the purchase price payable by the Developer in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon. The Developer may set-off any payment obligation under **Section 11.1(a)** by tendering a corresponding amount of the Bonds to the Trustee for cancellation.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” under this Lease:

(a) default in the due and punctual payment of Basic Rent or Additional Rent within 10 days after written notice thereof from the City to the Developer and the Lender; or

(b) default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Developer’s part to be observed or performed, and such default continues for 60 days after the City or the Trustee has given the Developer and the Lender written notice specifying such default (or such longer period as is reasonably required to cure such default, provided that (i) the Developer or the Lender, as applicable, has commenced such cure within said 60-day period, and (ii) the Developer or the Lender, as applicable, diligently prosecutes such cure to completion); or

(c) the Developer: (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (iii) makes an assignment for the benefit of creditors; or (iv) consents to the appointment of a trustee, receiver or liquidator for all or a substantial portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Developer’s consent or acquiescence, vacated or set aside; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a substantial portion of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (vii) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) an Event of Default under the Development and Performance Agreement, as defined in **Section 5.1** thereof.

The Trustee shall give the Lender notice of the occurrence of any Event of Default of which the Trustee has notice pursuant to the terms of the Indenture. The Lender may, at its election, but shall have no obligation to, cure such Event of Default.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** has occurred and continues beyond the period provided to cure, then the City may at the City’s election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease

in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions, in addition to the remedies provided in **Section 12.5**:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; or

(b) give the Developer written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Sections 11.1 and 11.5**, the Developer's or the Lender's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the City may re-enter and take possession of the Project or the City may convey the Project to the Developer and bring an action against the Developer for the purchase price of the Project under **Section 11.1**; provided, however, if the Developer has paid all obligations due and owing under the Indenture, this Lease, the Base Lease and the Development and Performance Agreement, the City shall convey the Project in accordance with **Section 11.2**. The Developer's rights to cause the conveyance of the Project in accordance with **Section 11.2** shall survive the expiration or termination of this Lease.

If the City defaults on any of its obligations under this Lease, the Developer's sole remedy for such default shall be to sue for specific performance of this Lease.

Section 12.3. Survival of Obligations. The Developer covenants and agrees with the City and Owners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Developer shall continue to pay the Basic Rent and Additional Rent (to the extent the Bonds remain Outstanding) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that except for the indemnification contained in **Section 10.5**, upon the payment of all Basic Rent and Additional Rent required under **Article V**, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, and upon the Developer's exercise of the purchase option contained in **Article XI**, the Developer's obligations under this Lease shall thereupon cease and terminate in full, except that obligations with respect to indemnification of the City and the Trustee shall not so terminate.

Section 12.4. Performance of the Developer's Obligations by the City. Upon an Event of Default, the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Developer's part for 60 days after written notice of such failure is given to the Developer by the City or the Trustee, and without waiving or releasing the Developer from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Developer, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** in the case of default by the Developer in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Developer hereunder are in addition to those otherwise provided by law and shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or

more occasions. The City and the Developer shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Notwithstanding anything in this **Section 12.5** or elsewhere in this Lease to the contrary, however, the Developer's option to re-purchase the property as provided in **Article XI** above shall not be terminated upon an Event of Default unless and until this Lease is terminated to the extent permitted pursuant to **Section 12.2(b)**. The parties agree that no provision of this Lease shall be construed to allow the City to require the Developer to acquire, construct or install the Project.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Developer of any covenant, agreement or undertaking by the Developer, the City may nevertheless accept from the Developer any payment or payments hereunder without in any way waiving the City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Developer which were in existence at the time such payment or payments were accepted by the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Developer may assign, transfer, encumber or dispose of this Lease or any interest herein or part hereof for any lawful purpose under the Act. Except as otherwise provided in this Section, the Developer must obtain the City's prior written consent before any such disposition, unless such disposition is to (i) any party related to the Developer or Charles Deutsch & Company or by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended, (ii) any party controlled by or under common control with the Developer or Charles Deutsch & Company (c) any affiliated entity (including any joint venture) in which the Developer, Charles Deutsch & Company or Charles J. Deutsch has an ownership interest, directly or indirectly or (iii) the Lender. Notwithstanding the foregoing, the Lender may sell at foreclosure sale or by deed in lieu of foreclosure, the interest of the Developer in this Lease.

(b) With respect to any assignment, the Developer or the Lender, as applicable, shall comply with the following conditions:

- (i) the Developer shall notify the City of the assignment in writing;
- (ii) such assignment shall be duly executed and acknowledged by the assignor and in proper form for recording;
- (iii) such assignment shall include the entire then unexpired term of this Lease; and

(iv) a duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee and in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Developer to be performed and observed.

(c) Any assignee of all the rights of the Developer shall agree to be bound by the terms of this Lease, the Base Lease, the Development and Performance Agreement and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Developer and agreement by the assignee to be bound by the terms of this Lease, the Base Lease, the Development and Performance Agreement and any other documents related to the Bonds, the Developer shall be released from and have no further obligations under this Lease, the Base Lease, the Development and Performance Agreement or any other document related to the issuance of the Bonds.

(d) Notwithstanding the foregoing, the Developer may, in its ordinary course of business, sublease all or portions of the Project to tenants without the prior consent of the City so long as the Developer remains obligated to perform all of its obligations under this Lease, the Base Lease and the Development and Performance Agreement.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of and interest and premium, if any, on the Bonds, and the Developer hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Mortgage of Project. The City shall not mortgage its leasehold interest in the Project but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During the Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture and except to enforce its rights under **Section 12.2(b)**, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of the Bonds and before the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld, and the written consent of all of the Owners, the Lender and any other Financing Party.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when (a) mailed by registered or certified mail, postage prepaid, or (b) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(i) To the City:

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

with copies to:

John F. Mulligan, Jr.
Attorney at Law
6 Carrswold
Clayton, Missouri 63105
jfmulliganjr@aol.com

(ii) To the Trustee:

[*Trustee*]

Attn: Corporate Trust Department

(iii) To the Developer:

Delmar View Properties, LLC
c/o Charles Deutsch & Company
One McKnight Place
St. Louis, Missouri 63124
Attn: Charles J. Deutsch
cdeutsch@gatecodevelopment.com

with a copy to:

Spencer Fane LLP
1 N. Brentwood Boulevard, Suite 1000
St. Louis, Missouri 63105
Attn: Robert Preston, Esq.
rpreston@spencerfane.com

(iv) To the Lender:

[*Lender*]

Attn: _____

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided, however, that notice to the Trustee shall be effective only upon receipt. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Developer to the other shall also be given to the Trustee and the Lender. The City, the Developer and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same becomes due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Developer shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Developer under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Developer.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect; Third-Party Beneficiary. This Lease shall be binding upon and shall inure to the benefit of the City and the Developer and their respective successors and assigns. The Lender shall be a third-party beneficiary of any provisions contained herein granting rights to the Lender.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.10. City Consent. Pursuant to the Ordinance, the City Manager is authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Developer) as may be required to carry out and comply with the intent of the Ordinance, the Indenture and this Lease. The City Manager is also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, the Indenture, the Base Lease, this Lease or the Development and Performance Agreement as may be requested during the term hereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of this Lease or the tax exemption as provided for herein, waive an Event of Default or materially change the nature of the transaction unless otherwise approved by the City Council.

Section 15.11. Subordination of Lease. By its execution hereof, each of the Developer and the City hereby agree that this Lease shall be, is and shall continue to be, subordinate and inferior to the Fee Deed of Trust and the other Loan Documents until all [*Obligations*] (as such term is defined in the Fee Deed of Trust) have been indefeasibly paid and performed in full, including but not limited to, all future advances and future obligations secured by the Fee Deed of Trust and the other Loan Documents. Such subordination shall be self-operative and shall be irrespective of the time, manner, order of recording or perfection or any other priority that ordinarily would result under the Uniform Commercial Code as enacted in each and every applicable jurisdiction, and as amended from time to time, and other applicable law for the order of granting or perfecting any security interests referred to herein.

Section 15.12. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and shall not, for the duration of this Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF UNIVERSITY CITY, MISSOURI

Attest:

By: _____
Gregory Rose, City Manager

LaRette Reese, City Clerk

[Lease Agreement]

DELMAR VIEW PROPERTIES, LLC,
a Missouri limited liability company

By: _____
Name: _____
Title: _____

[Lease Agreement]

EXHIBIT A
PROJECT SITE

The land situated in the County of St. Louis, State of Missouri, and described as follows:

EXHIBIT B

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: [*TRUSTEE*], AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF September __, 2022, BETWEEN THE CITY OF UNIVERSITY CITY, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF September __, 2022, BETWEEN THE CITY OF UNIVERSITY CITY, MISSOURI, AND DELMAR VIEW PROPERTIES, LLC

The undersigned Authorized Developer Representative hereby states and certifies that:

1. A total of \$ _____ is requested to pay for Project Costs associated with the acquisition of the Project Site and the construction of the Project Improvements. The total amount of this requisition and all prior requisitions are as follows:

| <i><u>Date of Project Costs</u></i> | <i><u>Amount Submitted in this Requisition</u></i> | <i><u>Requisitions Submitted to Date (Including this Requisition)</u></i> |
|-------------------------------------|--|---|
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2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the purchase and construction of the Project, have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Developer or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase and construction of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

5. Capitalized words and terms used in this Requisition Certificate have the meanings given to such words and terms in **Section 101** of the Trust Indenture.

DELMAR VIEW PROPERTIES, LLC

By: _____
Authorized Developer Representative

Approved this ____ day of _____, 20__.

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
Gregory Rose, City Manager

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

| <u>Payee and Address</u> | <u>Description</u> | <u>Amount</u> |
|--------------------------|--------------------|---------------|
|--------------------------|--------------------|---------------|

EXHIBIT D
TRUST INDENTURE

(On file in the office of the City Clerk)

CITY OF UNIVERSITY CITY, MISSOURI,

AND

**[*TRUSTEE*],
as Trustee**

TRUST INDENTURE

Dated as of September __, 2022

Relating to:

**\$90,000,000
(Aggregate Maximum Principal Amount)
City of University City, Missouri
Taxable Industrial Revenue Bonds
(Delmar Boulevard Redevelopment Area Project)
Series 2022**

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of September __, 2022 (this “Indenture”), between the **CITY OF UNIVERSITY CITY, MISSOURI**, a home-rule city organized and existing under its charter and the laws of the State of Missouri (the “City”), and [***TRUSTEE***], a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in St. Louis, Missouri, as Trustee (the “Trustee”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri (collectively, the “Act”) and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable. Under Attorney General Opinion 180-81, the Missouri Attorney General determined that the construction and rental of multi-family apartments for profit is a commercial enterprise.

2. Pursuant to the Act, the City Council passed Ordinance No. ____ on _____, 2022 (the “Ordinance”), authorizing the City to issue its Taxable Industrial Revenue Bonds (Delmar Boulevard Redevelopment Area Project), Series 2022, in the maximum principal amount of \$90,000,000 (the “Bonds”), for the purposes of (a) acquiring a leasehold interest in certain real property located south of Delmar Boulevard, between McKnight Place and Kingdel Drive in the City (as legally described on **Exhibit A**, the “Project Site”) and (b) constructing thereon a development consisting of approximately 262 residential apartments, 1,300 square feet of commercial space, and related parking and infrastructure (the “Project Improvements”).

3. Pursuant to the Act and the Ordinance, the City is authorized to (a) enter into this Indenture with the Trustee for the purpose of issuing and securing the Bonds, as herein provided, (b) enter into a Base Lease of the same date herewith (the “Base Lease”) with [***Delmar View Properties, LLC***] (the “Developer”), under which the City will acquire a leasehold interest in the Project Site and (c) enter into a Lease Agreement of the same date herewith (the “Lease”) with the Developer under which the City will, or will cause the Developer to, construct the Project Improvements and lease the Project Improvements, as they may at any time exist, together with the City’s leasehold interest in the Project Site (collectively, the “Project”), to the Developer in consideration of rental payments by the Developer that will be sufficient to pay the principal of and interest on the Bonds.

4. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (as defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (as defined herein) thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding (as defined herein) under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns forever, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest of the City in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Lease (excluding the Unassigned Rights, as defined herein), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Developer under and pursuant to and subject to the provisions of the Lease; and

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

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

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII**), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon

and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in the Lease, which definitions are hereby deemed to be incorporated by reference, and any words and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means, collectively, Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri.

“Additional Rent” means the additional rental described in **Section 5.2** of the Lease.

“Approved Investor” means (a) the Developer, (b) an affiliate of the Developer, (c) the Lender, (d) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, or (e) any general business corporation or enterprise with total assets in excess of \$100,000,000.

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

“Authorized Developer Representative” means the Person at the time designated to act on behalf of the Developer as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Developer by an authorized officer of the Developer. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized Developer Representative.

“Base Lease” means the Base Lease dated as of September __, 2022 between the City and the Developer, as may be amended from time to time.

“Basic Rent” means the rental described in **Section 5.1** of the Lease.

“Bond” or **“Bonds”** means the Taxable Industrial Revenue Bonds (Delmar Boulevard Redevelopment Area Project), Series 2022, in the maximum aggregate principal amount of \$90,000,000, issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “City of University City, Missouri, Series 2022 Bond Fund – Delmar Boulevard Redevelopment Area” created in **Section 501**.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds by and between the City and the Purchaser.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the principal corporate trust office or the principal payment office of the Trustee are required or authorized by law to remain closed.

“City” means the City of University City, Missouri, a home-rule city organized and existing under its charter and the laws of the State.

“Closing Date” means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

“Closing Price” means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to (a) any Project Costs spent by the Developer from its own funds before the Closing Date, and, at the Developer’s option, the costs of issuance of the Bonds if such costs are not paid for from Bond proceeds, or (b) the aggregate principal amount of the Bonds, if all of the proceeds of the Bonds are being transferred to the Trustee on the Closing Date.

“Completion Date” means the date of execution of the certificate required by **Section 4.5** of the Lease and **Section 504** hereof, which shall be deemed executed and filed on December 31, 2025 if not actually executed and filed by December 31, 2025, except as otherwise provided in **Section 4.5** of the Lease, including an extension to December 31, 2026 in the event of a Permitted Excuse.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed \$90,000,000, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

“Developer” means Delmar View Properties, LLC and its successors or assigns.

“Development and Performance Agreement” means the Development and Performance Agreement dated as of September __, 2022 between the City and the Developer.

“Event of Default” means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

“Fee Deed of Trust” means the Deed of Trust executed by the Developer for the benefit of the Lender recorded against the Project Site prior to the City’s acquisition of the Project Site.

“Financing Document” means any loan agreement, credit agreement, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document related to the Project and executed by or on behalf of a Financing Party, including, without limitation, any loan agreement, credit agreement, mortgage or other document executed in connection with the loans made to the Developer by the Lender.

“Financing Party” means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the development, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease,

or any part thereof, including any trustee or agent acting on any such Person's behalf. The Lender is a Financing Party.

"Full Insurable Value" means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundation and parking lots as determined at the expense of the Developer from time to time.

"Government Securities" means (a) noncallable, nonredeemable direct obligations of the United States of America, and (b) obligations the timely payment of the principal of, and interest on, which is fully and unconditionally guaranteed by the United States of America, and (c) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (a) or (b).

"Indenture" means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI**.

"Investment Securities" means any of the following securities:

- (a) Government Securities;
- (b) bonds, notes or other obligations of the State or any political subdivision of the State, which at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) obligations of Fannie Mae, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;
- (d) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (c) above and that have a market value at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account;
- (e) certificates of deposit, time deposits or demand deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit, time deposits or demand deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully collateralized by such securities as are described above in clauses (a) through (d), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit, time deposits or demand deposits;
- (f) money market funds registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and which are rated in any of the three highest rating categories by a nationally recognized rating service; or
- (g) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

“**Lease**” means the Lease Agreement dated as of September __, 2022 between the City, as lessor, and the Developer, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII**.

“**Lease Term**” means the period from the effective date of the Lease until the expiration thereof pursuant to **Section 3.2** of the Lease.

“**Leasehold Mortgage**” means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** of the Lease and subject to the express, prior written consent of the Lender.

“**Lender**” means [*Lender*] and its successors or assigns.

“**Net Proceeds**” means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees, the Trustee’s fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

“**Outstanding**” means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

- (a) Bonds previously canceled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1302**; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“**Owner**” means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee, and for any actions requiring the consent of an Owner hereunder, the Lender.

“**Paying Agent**” means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

“**Payment Date**” means the date on which the principal of or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

“**Permitted Encumbrances**” means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) this Indenture, the Base Lease, the Lease and the Development and Performance Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) liens, security interests or encumbrances granted pursuant to the Lease, any Leasehold Mortgage, the Fee Deed of Trust or any other Financing Documents, and (f) such exceptions to title set

forth in the [*Pro Forma Owner's Policy of Title Insurance, File No. _____,*] prepared by [*Title Company*].

“Person” means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

“Plans and Specifications” means the plans and specifications prepared for and showing the Project, as amended by the Developer from time to time before the Completion Date, the same being on file at the principal office of the Developer, and which shall be available for reasonable inspection during normal business hours and upon not less than one Business Day's prior notice by the City, the Trustee and their duly appointed representatives.

“Project” means, collectively, the Project Site and the Project Improvements as they may at any time exist.

“Project Costs” means all costs of purchasing and constructing the Project, including the following:

- (a) all costs and expenses necessary or incident to the acquisition, construction and improvement of the Project;
- (b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of professionals and consultants in relation to the purchase and construction of the Project or the issuance of the Bonds;
- (c) all costs and expenses of every nature incurred in purchasing and constructing the Project Improvements and otherwise improving the Project Site, including the actual cost of labor and materials as payable to contractors, builders and materialmen in connection with the purchase and construction of the Project;
- (d) interest accruing on the Bonds during the construction period of the Project;
- (e) the cost of title insurance policies and the cost of any other insurance maintained during the period of construction of the Project in accordance with **Article VII** of the Lease;
- (f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the purchase and construction of the Project;
- (g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the purchase and construction of the Project; and (3) the financing thereof; and

(h) reimbursement to the Developer or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

“Project Fund” means the “City of University City, Missouri, Series 2022 Project Fund – Delmar Boulevard Redevelopment Area” created in **Section 501**.

“Project Improvements” means a development consisting of approximately 262 residential apartments, 1,300 square feet of commercial space, related parking and infrastructure, and any other improvements located on the Project Site, to the extent paid for in whole with Bond proceeds, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

“Project Site” means all of the real estate as described in **Exhibit A** attached hereto and incorporated herein by reference.

“Purchaser” means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

“State” means the State of Missouri.

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

“Supplemental Lease” means any supplement or amendment to the Lease entered into pursuant to **Article XII**.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means [*Trustee*], a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

“Unassigned Rights” means the City’s rights under the Lease to receive moneys for its own account and the City’s rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided in the Lease.

Section 102. Rules of Interpretation.

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

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

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

(g) Whenever the City is required to “cooperate,” “cooperate fully” or “act promptly” on a matter set forth in this Indenture, the City’s cooperation shall be deemed to be reasonable cooperation and the City’s promptness shall be deemed to be reasonable promptness; provided, however, the City shall not be required to incur any costs, expenses, obligations or liabilities in providing such reasonable cooperation and promptness.

Section 103. Incorporation.

(a) The Recitals hereof are all incorporated into this Indenture as if fully and completely set out in this Section.

(b) The Exhibits to this Indenture are hereby incorporated into and made a part of this Indenture.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as the “City of University City, Missouri, Taxable Industrial Revenue Bonds (Delmar Boulevard Redevelopment Area Project), Series 2022.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$90,000,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any other political subdivision thereof, and none of the City, the State or other political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit B** attached hereto, in the denomination of \$0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the principal payment office of any Paying Agent named in the Bonds. The payment of principal of the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206**. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Developer (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the United States.

(e) If the Developer is the sole Owner of the Bonds, then the Developer may set-off its obligation to the City as lessee to pay Basic Rent under the Lease against the City's obligations to the Developer as the bondholder to pay principal of and interest on the Bonds under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Developer to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the Developer is deemed to have paid its obligation to the City as lessee to pay Basic Rent under the Lease and the City is deemed to have paid its obligation to the Developer as bondholder to pay principal of and interest on the Bonds under this Indenture. On the final Payment Date, the Developer may deliver to the Trustee for cancellation the Bonds and the Developer shall receive a credit against the Basic Rent payable by the Developer under **Section 5.1** of the Lease in an amount equal to the remaining principal of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

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

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit B**, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred to an Approved Investor only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit C** attached hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully-registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the Outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be

paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of \$90,000,000 for the purpose of providing funds to pay Project Costs, which Bonds shall be designated the "City of University City, Missouri, Taxable Industrial Revenue Bonds (Delmar Boulevard Redevelopment Area Project), Series 2022." The Bonds shall be dated as provided in **Section 203(b)**, shall become due on December 1, 2026 (subject to prior redemption as provided in **Article III**) and shall bear interest as specified in **Section 208(f)**, payable on the dates specified in **Section 208(f)**.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then-Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit B** and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of the ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Development and Performance Agreement, the Bond Purchase Agreement, the Base Lease, and the Lease;

(2) Executed counterparts or copies of this Indenture, the Development and Performance Agreement, the Bond Purchase Agreement, the Base Lease and the Lease;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit C**;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to or at the written direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to the name of the Purchaser and the amount of such purchase price; and

(5) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or

(2) The Developer shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall authenticate and endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Developer (or another purchaser designated by the Developer).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price. In authenticating Bonds, the Trustee makes no certification or representation that the Bonds have been validly issued or constitute legally binding obligations of the City.

(e) Following the initial issuance and delivery of the Bonds, the Developer may submit additional requisition certificates in accordance with **Section 4.4** of the Lease. If the Purchaser does not pay to the Trustee the amount set forth in the applicable requisition certificate, the Purchaser will be deemed to have advanced an amount equal to the amount set forth in the applicable requisition certificate and, if the Trustee is holding the Bonds, the Trustee shall endorse the Bonds in an amount equal to the amount set forth in the applicable requisition certificate. The date of endorsement of each Principal Amount Advanced as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted to the Trustee for the Project, and shall notify the City if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bonds shall bear interest at the rate of 5.0% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2023, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full, but not later than December 1, 2026. Interest shall be calculated on the basis of a year of 360 days consisting of 12 months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." If the Trustee is holding the Bonds, such advanced amounts shall be reflected on **Schedule I** to the Bonds. To the extent that advances are deemed to have been made pursuant to a requisition, the Trustee's records of such advances shall be based solely on the requisitions provided to it. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records and **Schedule I** to the Bonds (if the Trustee is holding the Bonds) the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then-Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit B**. To the extent the Developer sets off its obligation to the City as lessee under the Lease against the City's obligations to the Developer as permitted by **Section 204(e)** the Trustee shall not be required to confirm that such set-off has occurred. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Developer on a monthly basis. After the Project has been completed and the certificate

of payment of all costs is filed as provided in **Section 504**, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012**, shall file a final statement of receipts and disbursements with respect thereto with the City and the Developer.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save, defend and hold each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds that have been paid or redeemed or that have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be canceled by the Trustee immediately upon the payment or redemption of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds canceled under any of the provisions of this Indenture shall be destroyed by the Trustee in accordance with applicable laws and regulations and the Trustee's policies and practices. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Developer.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Developer, (1) in whole, if the Developer exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Developer prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (A) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (B) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable

date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) At its option, the Developer may deliver to the Trustee for cancellation any Bonds owned by the Developer and not previously paid, and the Developer shall receive a credit against the amounts payable by the Developer for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Developer's direction, deliver to the Developer the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)**, the Developer shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if there is one Owner) before the scheduled redemption date by facsimile or other electronic communication and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit B**. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) “City of University City, Missouri, Series 2022 Project Fund – Delmar Boulevard Redevelopment Area” (herein called the “Project Fund”).

(b) “City of University City, Missouri, Series 2022 Bond Fund – Delmar Boulevard Redevelopment Area” (herein called the “Bond Fund”).

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)**), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601**, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and installing the Project shall pursuant to any written directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Developer (or any other party that has made payment on behalf of the Developer) for payment of, Project Costs upon receipt of requisition certificates signed by the Developer in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208(d)**, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Developer in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Developer (or such other purchaser designated by the Developer) in satisfaction of the requisition certificates. If the Trustee is holding the Bonds, such deemed disbursement will be deemed to have been made on each date the Trustee endorses the Bonds with respect to such additional amounts.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Developer Representative. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the purchase, construction and installation of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902**, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX**, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Developer of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (1) all accrued interest on the Bonds, if any, paid by the Purchaser; (2) all Basic Rent payable by the Developer to the City specified in **Section 5.1** of the Lease; (3) any Additional Rent payable by the Developer specified in **Section 5.2** of the Lease; (4) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** or **Section 505**; (5) subject to the terms and conditions of the Fee Deed of Trust and the other Financing Documents executed in favor of the Lender, the balance of any Net Proceeds of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (6) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (7) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702**; and (8) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) The Trustee shall notify the Developer in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Developer pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof or in **Section 4.6** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same matures and becomes due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

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

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before and until such redemption, the City covenants and agrees, upon request of the Developer, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Developer. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the

extent permitted by **Article III** so long as the Developer is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture, the Lease and the Development and Performance Agreement, all amounts remaining in the Bond Fund shall be paid to the Developer upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Developer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Developer, and the Owner thereof may look only to the Developer for payment, and then only to the extent of the amount so repaid, and the Developer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Developer, signed by the Authorized Developer Representative, be separately invested and reinvested by the Trustee in Investment

Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Developer fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee is authorized to invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. The Trustee shall be provided ample time to clear any such fees that exceed interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any fund is insufficient for the purposes of such fund. In determining the balance in any fund, investments in such fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** while any of the Bonds are Outstanding.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its City Council pertaining thereto. The Trustee

may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds, upon being first indemnified by the Developer for the cost thereof. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements, and hereby authorizes and directs the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto and such other documents as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The Trustee shall file continuation statements with respect to each Uniform Commercial Code financing statement relating to the Trust Estate filed by the City at the time of the issuance of the Bonds; provided that a copy of the filed initial financing statement is timely delivered to the Trustee. In addition, unless the Trustee has been notified in writing by the City that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (a) relying on such initial filing and descriptions in filing any financing or continuation statements or modifications thereto pursuant to this Section, and (b) filing any continuation statements in the same filing offices as the initial filings were made. The Developer shall be responsible for the customary fees charged by the Trustee for the preparation and filing of continuation statements and for the reasonable costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder, including attorneys' fees and expenses. These fees shall be considered "extraordinary services" fees.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture, in its name or in the name of the City, may enforce all assigned rights of the City and the Trustee and all obligations of the Developer under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of the principal of any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (c) Default as specified in **Section 12.1** of the Lease has occurred; or
- (d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail or recognized overnight delivery service to the Developer and the Lender, and the Developer and the Lender have had 30 days after receipt of such notice to correct said default or cause said default to be corrected and have not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Developer, the Lender or the City, as the case may be, within such period and diligently pursued until the default is corrected. Nothing herein shall constitute an obligation of the Lender to cure any defaults hereunder.

Section 902. Acceleration of Maturity in Event of Default.

(a) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the City or the Owners of not less than 25% in aggregate principal amount of Bonds then-Outstanding, shall, by notice in writing delivered to the City, the Lender and the Developer, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest and all other amounts due hereunder shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Indenture are either paid or provisions satisfactory to the Trustee are made for such payment, then and in every such case the Trustee shall, but only with the approval of a majority of the Owners of the Bonds then-Outstanding, rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any declaration of acceleration of installments of rent payments on the Bonds as provided in **Section 11.1** of the Lease.

(c) In case of any rescission, then and in every such case the City, the Trustee, the Developer and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same,

and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges before the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Development and Performance Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908**. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Developer a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then-Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Developer as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested in writing to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(a)** (but only as it relates to Additional Rent), (b) (but only as it relates to Unassigned Rights), (c) or (d) of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding and indemnified as provided in **Section 1001(I)**, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908**, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default,

(c) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(I)**, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then-Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then-Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(I)**.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall be applied first to the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys' fees and expenses) or amounts to be paid pursuant to **Section 903** and second to any obligations outstanding under the Lease and the Development and Performance Agreement. Any remaining moneys shall be deposited in the Bond Fund and applied as follows:

(1) Unless the principal of all the Bonds has become or has been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts

due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

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

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

(3) If the principal of all the Bonds has been declared due and payable, and if such declaration thereafter has been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section, if the principal of all the Bonds later becomes due or is declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Development and Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Developer as provided in **Section 602**.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Developer, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds, but only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then-Outstanding, provided, however, that (a) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease, and (b) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (1) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (2) any Event of Default in the payment when due of the interest on any such Bonds, unless before such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default has been discontinued or abandoned or determined adversely, then and in every such case the City, the Developer, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(I)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee undertakes to perform such duties as are specifically set forth in this Indenture, and in the absence of bad faith, negligence or willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct. The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Developer, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage

resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII**.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not the Trustee. The Trustee shall not be accountable for the use or application by the City or the Developer of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or the Developer under any provision of this Indenture.

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

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee may rely upon a certificate signed by the Authorized City Representative or the Authorized Developer Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

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

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI**, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then-Outstanding.

(i) At any and all reasonable times and subject to the Developer's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Developer as confidential.

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

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

(l) Notwithstanding anything in this Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses (including, without limitation, attorneys' fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

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

(n) The Trustee agrees to accept and act on instructions or directions pursuant to this Indenture sent by the City or the Developer, as the case may be, by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City or the Developer, respectively, shall provide to the Trustee an incumbency certificate listing designated Persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a Person is to be added or deleted from the listing. If the City or the Developer, as applicable, elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee acts upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City or the Developer, as applicable, agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(o) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared

or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(p) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are caused by the negligence or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Developer has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Developer for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's right to compensation and indemnification shall survive the satisfaction and discharge of this Indenture or its resignation or removal hereunder and payment in full of the Bonds.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then-Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(i)**, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Developer, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Developer and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor Trustee become effective until such time as a successor Trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee, at the Developer's expense, may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Developer and signed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease has occurred and is continuing, delivered to the Trustee, the City and the Owners and signed by the Developer.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Developer (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Developer may be appointed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its City Manager and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee, at the Developer's expense, or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor has been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Developer an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it has been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding and has been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

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

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

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee or separate trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

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

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year to the City, the Developer and to any Owner requesting the same and, upon the request of the City, the Developer or any Owner (at such Owner's expense), a monthly accounting to any such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the

accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations specifically assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment);
- (b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or both of them;
- (c) To more precisely identify any portion of the Project or to add additional property thereto;
- (d) To conform the Indenture to amendments to the Lease made by the City and the Developer; or
- (e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then-Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then-Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction

in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206**. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Developer's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article shall not become effective unless and until the Developer has consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Developer's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Developer and any Financing Party of which the Trustee has received written notice at least 15 days before the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Developer as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment).

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201**, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Developer without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102**. If at any time the City and the Developer shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereto.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302**, and provision also made for paying all other sums payable hereunder and under the Lease and the Development and Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Developer execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Developer under **Section 602** and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then-Outstanding has been paid or such payment provided for in accordance with **Section 1302** as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (A) moneys sufficient to make such payment or (B) Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment, or (C) have been provided for by surrendering the Bonds to the Trustee for cancellation. When the Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

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

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

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

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

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

(2) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206**.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Developer shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Developer is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Developer or any affiliate thereof. The parties hereto acknowledge that, as of the date of execution and delivery of this Indenture, the Lender is the pledgee of the Bonds and shall be deemed to be the sole holder of the Bonds for purposes of any request, demand, authorization, direction, notice, consent or waiver under this Indenture.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Lender and the Owners, as herein provided.

Section 1403. Rights of Lender. The City and the Trustee agree that in addition to any other rights to assign the Bonds as set forth herein, the Developer may collaterally assign its interest in the Bonds to the Lender for the purpose of securing the Developer's obligations to the Lender in connection with the financing or refinancing of the Project. In the event of a collateral assignment made by the Developer, the City and the Trustee agree, at the expense of the Developer, to execute such consents, estoppels and other documents related thereto as the Lender shall reasonably request and in such form with such terms as the City and the Trustee deem appropriate.

Section 1404. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Developer, the Lender or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service, as follows:

(a) To the City:

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

with copies to:

John F. Mulligan, Jr.
Attorney at Law
6 Carrswold
Clayton, Missouri 63105
jfmulliganjr@aol.com

(b) To the Trustee:

[*Trustee*]

Attn: Corporate Trust Department

(c) To the Developer:

Delmar View Properties, LLC
c/o Charles Deutsch & Company
One McKnight Place
St. Louis, Missouri 63124
Attn: Charles J. Deutsch
cdeutsch@gatecodevelopment.com

with a copy to:

Spencer Fane LLP
1 N. Brentwood Boulevard, Suite 1000
St. Louis, Missouri 63105
Attn: Robert Preston, Esq.
rpreston@spencerfane.com

(d) To the Lender:

[*Lender*]

Attn: _____

(e) To the Owners if the same is duly mailed by first-class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Developer and the Lender. The City, the Developer, the Lender and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1405. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or

circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1406. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1407. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1408. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1409. City Consent. Pursuant to the Ordinance, the City Manager is authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Developer) as may be required to carry out and comply with the intent of the Ordinance, this Indenture and the Lease. The City Manager is also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, this Indenture, the Base Lease, the Lease or the Development and Performance Agreement as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the tax exemption as provided for therein, waive an Event of Default or materially change the nature of the transaction unless otherwise approved by the City Council.

Section 1410. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of this Indenture, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the City of University City, Missouri, has caused this Indenture to be signed in its name and behalf by its City Manager and the seal of the City to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, [*Trustee*] has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
Gregory Rose, City Manager

[SEAL]

ATTEST:

By: _____
LaRette Reese, City Clerk

[Trust Indenture]

[*TRUSTEE*], as Trustee

By: _____
Name: _____
Title: _____

[Trust Indenture]

EXHIBIT A
PROJECT SITE

The land situated in the County of St. Louis, State of Missouri, and described as follows:

EXHIBIT B
FORM OF BONDS

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

No. 1

**Not to Exceed
\$90,000,000**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**CITY OF UNIVERSITY CITY, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(DELMAR BOULEVARD REDEVELOPMENT AREA PROJECT)
SERIES 2022**

| <u>Interest Rate</u> | <u>Maturity Date</u> | <u>Dated Date</u> |
|----------------------|----------------------|-------------------|
| 5.0% | December 1, 2026 | _____, 2022 |

OWNER: _____

MAXIMUM PRINCIPAL AMOUNT: NINETY MILLION DOLLARS

The **CITY OF UNIVERSITY CITY, MISSOURI**, a home-rule city organized and existing under its charter and the laws of the State of Missouri (the “City”), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2023, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term “Cumulative Outstanding Principal Amount” means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated the “City of University City, Missouri, Taxable Industrial Revenue Bonds (Delmar Boulevard Redevelopment Area Project), Series 2022,” in the maximum aggregate principal amount of \$90,000,000 (the “Bonds”), to be issued for the purpose of acquiring a leasehold interest in certain real property located south of Delmar Boulevard between McKnight Place and Kingdel Drive in the City (the “Project Site”) and constructing thereon a development consisting of approximately 262 residential apartments, 1,300 square feet of commercial space, and related parking and infrastructure (the “Project Improvements”). The City will lease the Project Site and the Project Improvements (collectively, the “Project”) to Delmar View Properties, LLC, a Missouri limited liability company (the “Developer”), under the terms of a Lease Agreement dated as of September __, 2022 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Developer, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and the statutes of the State of Missouri, including particularly the Act, and pursuant to proceedings duly had by the City Council.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of September __, 2022 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and [*Trustee*], as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Developer, (1) in whole, if the Developer exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Developer prepays additional Basic Rent pursuant to the Lease; provided, however, if only a portion of the Bonds are to be redeemed, Bonds aggregating at least 10% of the maximum principal amount of Bonds authorized under the Indenture shall not be subject to redemption and payment before the stated maturity thereof. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

THE BONDS are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided in the Indenture. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph, money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

If the Bonds are to be called for optional redemption, the Developer shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owner of this Bond at least 30 days (five days if there is one Owner) before the scheduled redemption date by facsimile or other electronic communication and by first-class mail stating the date upon which the Bonds will be redeemed and paid.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Developer directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the “City of University City, Missouri, Series 2022 Bond Fund – Delmar Boulevard Redevelopment Area.”

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then-Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in person or by such Person’s duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person’s duly authorized attorney, and thereupon a new fully-registered Bond or Bonds, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of \$90,000,000.

THIS BOND shall not be valid or become obligatory for any purposes 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 execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the City of University City, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its City Manager, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon.

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
Gregory Rose, City Manager

[SEAL]

ATTEST:

By: _____
LaRette Reese, City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (Delmar Boulevard Redevelopment Area Project), Series 2022, described in the Indenture. The effective date of registration of this Bond is set forth below.

[*TRUSTEE*], as Trustee

Date

By: _____
Authorized Signatory

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**CITY OF UNIVERSITY CITY, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(DELMAR BOULEVARD REDEVELOPMENT AREA PROJECT)
SERIES 2022**

Bond No. 1

| Date | Principal Amount Advanced | Principal Amount Redeemed | Cumulative Outstanding Principal Amount | Notation Made By |
|-------------|--------------------------------------|--------------------------------------|--|---------------------------------|
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FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

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

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

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

Dated: _____.

NOTICE: The signature to this assignment must
correspond with the name as it appears upon the
face of the within Bond in every particular.

Medallion Signature Guarantee:

EXHIBIT C

FORM OF REPRESENTATION LETTER

City of University City, Missouri
6801 Delmar Boulevard
University City, Missouri 63130
Attn: City Manager

[*Trustee*], as Trustee

Attn: Corporate Trust Department

Re: \$90,000,000 Maximum Principal Amount of Taxable Industrial Revenue Bonds (Delmar Boulevard Redevelopment Area Project), Series 2022 of the City of University City, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the “Bonds”), the undersigned purchaser of the Bonds hereby represents, warrants and agrees as follows:

1. The undersigned fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of September __, 2022 (the “Indenture”), between the City of University City, Missouri (the “City”), and [*Trustee*], as trustee (the “Trustee”), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Delmar View Properties, LLC, a Missouri limited liability company (the “Developer”), under a Lease Agreement dated as of September __, 2022 (the “Lease”), between the City and the Developer, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds. *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

2. The undersigned understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

3. The undersigned agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and, if requested by the City, upon receipt of an opinion of counsel reasonably acceptable to the City, the Developer and the purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

4. The Developer has (a) furnished to the undersigned such information about itself as the undersigned deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the undersigned, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested. [*Delete this paragraph if the Developer is the Purchaser of the Bonds.*]

5. The undersigned is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Developer and fully aware of terms and risks of the Bonds. [*Delete previous sentence if the Developer is the Purchaser of the Bonds.*] The undersigned believes that the Bonds which it is acquiring is a security of the kind that it wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

6. The undersigned is fully aware of and satisfied with (a) the current status of the title to the Project and any issues related thereto and (b) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

7. The undersigned understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

8. The undersigned hereby directs the Trustee to hold the Bonds in trust pursuant to **Section 204(c)** of the Indenture.

9. The undersigned is (a) the lessee under the Lease, (b) an affiliate of the lessee under the Lease, (c) the Lender, (d) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, or (e) any general business corporation or enterprise with total assets in excess of \$100,000,000.

Dated: _____, 20__

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

EXHIBIT E

BOND PURCHASE AGREEMENT

(On file in the office of the City Clerk)

\$90,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF UNIVERSITY CITY, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(DELMAR BOULEVARD REDEVELOPMENT AREA PROJECT)
SERIES 2022

Dated as of September __, 2022

BOND PURCHASE AGREEMENT

Honorable Mayor and City Council
University City, Missouri

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Delmar View Properties, LLC, a Missouri limited liability company (the “Purchaser”), offers to purchase from the City of University City, Missouri (the “City”), the above-referenced bonds (the “Bonds”), to be issued by the City under and pursuant to Ordinance No. _____ adopted by the City Council of the City on _____, 2022 (the “Ordinance”), and a Trust Indenture dated as of September __, 2022 (the “Indenture”) by and between the City and [*TRUSTEE*], as trustee (the “Trustee”). *Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.*

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City’s acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a home-rule city organized and existing under its charter and the laws of the State of Missouri. The City is authorized pursuant to the Constitution, the laws of the State of Missouri, and the charter, ordinances, orders and resolutions of the City, and all necessary action has been taken to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by the Ordinance, this Bond Purchase Agreement, the Indenture, the Base Lease dated as of September __, 2022 (the “Base Lease”) by and between the City and the Purchaser, the Lease Agreement dated as of September __, 2022 (the “Lease”) by and between the City and the Purchaser, the Development and Performance Agreement dated as of September __, 2022 (the “Development and Performance Agreement”) by and between the City and the Purchaser, and any and all other agreements relating thereto. The proceeds of the Bonds shall be used for the purpose of acquiring the Project Site, constructing the Project Improvements and paying the costs incurred in connection with the issuance of the Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or, to the City’s actual knowledge, threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the obligations

represented by the Bonds or the validity of the Bonds, the Ordinance, the Base Lease, the Lease, the Indenture, the Development and Performance Agreement or this Bond Purchase Agreement.

(b) The Purchaser represents as follows:

(1) *Organization.* The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(2) *No Conflict or Breach.* The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser have been duly authorized by all necessary action of the Purchaser and do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Legal, Valid and Binding Obligation.* When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies. The person executing this Bond Purchase Agreement on behalf of the Purchaser has been duly authorized to execute this Bond Purchase Agreement.

(4) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to the City as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions set forth herein and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Bonds ("Additional Payments") to the Trustee under the Indenture, which Additional Payments shall be applied to the payment or reimbursement of Project Costs or as provided in the Indenture and the Lease; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed \$90,000,000 plus the costs of issuance of the Bonds (if such costs of issuance are not paid with Bond proceeds).

As used herein, the term "Closing Date" shall mean _____, 2022, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to (a) any Project Costs spent by the Purchaser from its own funds on or before the Closing Date and, at the Purchaser's option, the costs of

issuance of the Bonds if such costs are not paid from Bond proceeds, or (b) the aggregate principal amount of the Bonds, if all of the proceeds of the Bonds are being transferred to the Trustee on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully-registered bond in the maximum aggregate principal denomination of \$90,000,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the records of the Trustee, absent manifest error, and further provided that interest on the Bonds shall be payable only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly certified copy of the Ordinance, the Indenture, the Base Lease, the Lease, the Development and Performance Agreement, this Bond Purchase Agreement and any other instrument contemplated thereby, and such documents shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or, to its knowledge, threatened against the City wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof.

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (1) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the corporate existence or powers of the Purchaser, (2) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser that could reasonably be expected to adversely affect its ability to perform its obligations hereunder or under the Base Lease, the Lease or the Development and Performance Agreement, (3) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (4) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser may cancel its obligation hereunder to purchase the Bonds by notifying the City in writing at or before the Closing Date.

SECTION 5. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 6. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given in writing by mailing or delivering the same as follows:

(a) To the City:

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

with copies to:

John F. Mulligan, Jr.
Attorney at Law
6 Carrswold
Clayton, Missouri 63105
jfmulliganjr@aol.com

(b) To the Trustee:

[*TRUSTEE*]

Attn: Corporate Trust Department

(c) To the Purchaser:

[*Delmar View Properties, LLC*]
c/o Charles Deutsch & Company
One McKnight Place
St. Louis, Missouri 63124
Attn: Charles J. Deutsch
cdeutsch@gatecodevelopment.com

with a copy to:

Spencer Fane LLP
1 N. Brentwood Boulevard, Suite 1000
St. Louis, Missouri 63105
Attn: Robert Preston, Esq.
rpreston@spencerfane.com

SECTION 7. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri. This Bond Purchase Agreement may be assigned by the Purchaser to any Person that expressly assumes in writing all of the obligations of the Developer contained in the Base Lease and the Lease; provided that the consent of the City for the assignment of this Bond Purchase Agreement shall not be required if the consent of the City is not required for such Person's assumption of the Lease under the provisions of **Article XIII** thereof. Any such assignee shall agree to be bound by the terms of this Bond Purchase Agreement. This Bond Purchase Agreement may be assigned, without approval of, but with notice to the City, by Purchaser to any lender of the Purchaser or the Developer as collateral for a loan secured by a deed of trust or mortgage of the Project and the Bond may be pledged, without approval of the City, by the Purchaser to any lender of the Purchaser as collateral for a loan secured by a deed of trust or mortgage of the Project.

SECTION 8. EXECUTION OF COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

SECTION 9. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Pursuant to Section 34.900 of the Revised Statutes of Missouri, the Purchaser certifies it is not currently engaged in and shall not, for the duration of this Bond Purchase Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank.]

Very truly yours,

DELMAR VIEW PROPERTIES, LLC, a
Missouri limited liability company

By: _____
Name: _____
Title: _____

DATE OF EXECUTION: _____, 2022.

Accepted and Agreed to this ____ day of _____, 2022.

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
Gregory Rose, City Manager

[SEAL]

ATTEST:

By: _____
LaRette Reese, City Clerk

[Bond Purchase Agreement]



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

| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | NB20220912-08 |
|---|----------------------|

SUBJECT/TITLE:
AN ORDINANCE DESIGNATING A CERTAIN TRACT OF LAND IN THE CITY OF UNIVERSITY CITY AS A BLIGHTED AREA; APPROVING THE DEVELOPMENT PLAN FOR THE DELMAR BOULEVARD REDEVELOPMENT AREA; APPROVING A DEVELOPMENT AND PERFORMANCE AGREEMENT IN CONNECTION WITH THE DEVELOPMENT PLAN; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

| | |
|---|--|
| REQUESTED BY: City Manager Gregory Rose | DEPARTMENT / WARD City Managers Office |
|---|--|

| | |
|--|--|
| AGENDA SECTION: New Business Bill 9486 | CAN ITEM BE RESCHEDULED? Yes |
|--|--|

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager recommends approval.

FISCAL IMPACT:

| | | | |
|----------------|--|---------------------|--|
| AMOUNT: | | ACCOUNT No.: | |
|----------------|--|---------------------|--|

| | | | |
|-------------------|--|-----------------|--|
| FROM FUND: | | TO FUND: | |
|-------------------|--|-----------------|--|

EXPLANATION:
See attached staff report

STAFF COMMENTS AND BACKGROUND INFORMATION:

| | |
|----------------|--|
| CIP No. | |
|----------------|--|

RELATED ITEMS / ATTACHMENTS:
Staff Report
Bill No. 9485 with Exhibits: Plan for an Industrial Development Project and Cost Benefit Analysis (Exhibit A), Base Lease (Exhibit B), Lease Agreement (Exhibit C), Trust Indenture (Exhibit D), and Bond Purchase Agreement (Exhibit E).

LIST CITY COUNCIL GOALS (S):

| | |
|--|--|
| RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose | MEETING DATE: September 12, 2022 |
|--|--|

AGENDA ITEM – STAFF REPORT

MEETING DATE: September 12, 2022

DEPARTMENT: City Manager's Office

AGENDA ITEM TITLE: **Bill 9486**

AN ORDINANCE DESIGNATING A CERTAIN TRACT OF LAND IN THE CITY OF UNIVERSITY CITY AS A BLIGHTED AREA; APPROVING THE DEVELOPMENT PLAN FOR THE DELMAR BOULEVARD REDEVELOPMENT AREA; APPROVING A DEVELOPMENT AND PERFORMANCE AGREEMENT IN CONNECTION WITH THE DEVELOPMENT PLAN; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

ADDITIONAL BACKGROUND INFORMATION:

The proposed "Chapter 353" ordinance: 1. finds and determines that the "Redevelopment Area," consisting of approximately 6.2 acres located south of Delmar Boulevard between McKnight Place and Kingdel Drive is a "blighted area" as defined in Chapter 353 of the Revised Statutes of Missouri; 2. approves a "Development Plan" for the Redevelopment Area, which allows for the abatement of 100% of increased real property taxes resulting from the construction of a development consisting of approximately 262 residential apartments, 1,300 square feet of commercial space and related parking and infrastructure improvements (the "Redevelopment Project"); and 3. approves a Development and Performance Agreement, providing the terms and conditions upon which the real property tax abatement will be available.

The blight finding is supported by a study prepared by Development Dynamics and attached to the Development Plan as [Appendix B](#). The site is comprised of an outdated office building, eight 4-unit apartment buildings from the late 1940s through the 1950s, and four single-family homes. The structures are obsolete and are full of asbestos, lead and other hazardous material.

Please note that the state law definition of "blighted area" was recently revised and is now inconsistent with the definition of "blighted area" in Section 510.040 of the City Code. Section 1 of the proposed ordinance provides that the state law definition of "blighted area" controls.

A tax impact statement detailing the impact of the proposed tax abatement was prepared by Development Dynamics and sent to the affected taxing districts, as required by state law and the City Municipal Code. Throughout the five-year abatement period, taxing districts will receive contractual payments in lieu of taxes equal to the taxes they would have received based on the current assessed value of the Redevelopment Area (i.e., only increased assessed value resulting from construction of the Redevelopment Project is subject to tax abatement). The estimated gross value of the real property abatement is \$2,241,987.

Under the terms of the Development and Performance Agreement, the Developer must complete the Redevelopment Project to activate the tax abatement. Additionally, if the Redevelopment Project is sold at a profit to an unrelated entity during the tax abatement period, 50% of any "Net Profits" must be paid to the City and all future tax abatement will be cancelled.

The Plan Commission, at its meeting on July 27, 2022, by a vote of 5-2 recommended approval of a blight finding, and by a vote of 4-3 recommended approval of the proposed tax abatement. The Plan Commission also recommended cancellation of future tax abatement if the Redevelopment Project is sold during the tax abatement period, by a vote of 6 to 1. Lastly, the Plan Commission requested a net present value assessment of the abatement, which is approximately \$1,945,000, assuming a 5% discount rate.

INTRODUCED BY: _____

DATE: _____, 2022

BILL NO. 9486

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING A CERTAIN TRACT OF LAND IN THE CITY OF UNIVERSITY CITY AS A BLIGHTED AREA; APPROVING THE DEVELOPMENT PLAN FOR THE DELMAR BOULEVARD REDEVELOPMENT AREA; APPROVING A DEVELOPMENT AND PERFORMANCE AGREEMENT IN CONNECTION WITH THE DEVELOPMENT PLAN; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of University City, Missouri (the “City”), is authorized and empowered to undertake certain redevelopment projects pursuant to Chapter 353 of the Revised Statutes of Missouri (“Chapter 353”) and Chapter 510 of the University City Code (the “Urban Redevelopment Ordinance”); and

WHEREAS, the Development Plan for Delmar Boulevard Redevelopment Area (the “Development Plan”) attached hereto as **Exhibit A** has been prepared and submitted to the City in connection with the proposed redevelopment of approximately 6.2 acres of real property located south of Delmar Boulevard between McKnight Place and Kingdel Drive (the “Redevelopment Area”); and

WHEREAS, the Development Plan contemplates the use of real property tax abatement to incentivize a redevelopment project consisting of the development of approximately 262 residential apartments, 1,300 square feet of commercial space, and related parking and infrastructure within the Redevelopment Area (the “Redevelopment Project”); and

WHEREAS, included as Appendix B to the Development Plan is an analysis prepared by Development Dynamics, LLC (the “Blighting Study”), which documents the current conditions of the Redevelopment Area and supports a finding that the Redevelopment Area is a “blighted area” as defined in Chapter 353; and

WHEREAS, implementation of the Development Plan through the completion of the Redevelopment Project will remediate the conditions that cause the Redevelopment Area to be a blighted area; and

WHEREAS, in accordance with the Urban Redevelopment Ordinance, the City’s Plan Commission reviewed the Development Plan and reported its recommendations to the Mayor and the City Council (the “Plan Commission Recommendation”); and

WHEREAS, in accordance with Chapter 353 and the Urban Redevelopment Ordinance, the City Council held a public hearing regarding the blight designation, the proposed Development Plan and the contemplated grant of tax abatement on September 27, 2022, at which hearing all interested persons and taxing districts were given the opportunity to be heard (the “Public Hearing”); and

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City to approve the Development Plan; and

WHEREAS, the Project is also the subject of the Plan for Industrial Development Project (the “Chapter 100 Plan”) approved by Ordinance No. ____ (Bill No. ____), which Chapter 100 Plan allows for a sales tax exemption on construction materials used to construct the Redevelopment Project; and

WHEREAS, the City Council further finds and determines that it is necessary and desirable in connection with the implementation of the Development Plan and the Chapter 100 Plan to enter into a Development and Performance Agreement (the “Development and Performance Agreement”) in substantially

the form of **Exhibit B** attached hereto with the developer of the Redevelopment Project (the “Development and Performance Agreement”).

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

Section 1. Application of Chapter 353 Amendment. The City Council acknowledges that the definition of “blighted area” in the Urban Redevelopment Ordinance is inconsistent with the amended definition of “blighted area” in Chapter 353 (which was amended in 2021 by Senate Bills 153 and 97). Accordingly, for purposes of this Ordinance, including, without limitation, the finding of blight in **Section 2** below, the definition of “blighted area” in Section 510.040 of the Urban Redevelopment Ordinance shall not apply and any references to “blighted area” in the Urban Redevelopment Ordinance shall be deemed to mean a “blighted area” as defined in Chapter 353.

Section 2. Findings. Upon due consideration of the Development Plan, the Blighting Study and the testimony presented at the Public Hearing, the City Council finds that:

- (a) the Redevelopment Area is a “blighted area” as defined in the Urban Redevelopment Ordinance (as amended above with respect to this Ordinance), and redevelopment of the Redevelopment Area is necessary for the public interest, convenience and necessity; and
- (b) the approval of the Development Plan and its implementation is necessary for the health, safety, morals and welfare of the public.

Section 2. Approval of Development Plan. The City Council further finds that the Development Plan materially conforms to the requirements for development plans set forth in the Urban Redevelopment Ordinance and waives any procedural noncompliance with the Urban Redevelopment Ordinance. The Development Plan is hereby approved.

Section 3. Approval of Development and Performance Agreement. The City is hereby authorized to enter into the Development and Performance Agreement, in substantially the form presented to and approved by the City Council and attached to this Ordinance as **Exhibit B**, with such changes therein as shall be approved by the officials of the City executing the Development and Performance Agreement, such officials’ signatures thereon being conclusive evidence of their approval thereof. The City Manager is hereby authorized to execute the Development and Performance Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Development and Performance Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Developer Substitution. Notwithstanding the form of the Development and Performance Agreement approved in substantially final form pursuant to **Section 3**, at the request of Charles Deutsch & Company, any entity controlled by Charles Deutsch & Company or Charles J. Deutsch or under common control with Charles Deutsch & Company may be inserted as the Developer in the Development and Performance Agreement prior to execution.

Section 5. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Development Plan and the Development and Performance Agreement. The City Manager is hereby authorized, through the term of the Development and Performance Agreement, to execute all documents on behalf of the City (including documents pertaining to the financing or refinancing of the Redevelopment Project by the Developer) as may be required to carry out and comply with the intent of this Ordinance and the Development and Performance Agreement. The

City Manager is further authorized, on behalf of the City, to grant such consents, estoppels and waivers relating to the Development and Performance Agreement as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the amount or duration of the economic incentives provided in the Development and Performance Agreement, waive an event of default or materially change the nature of the transaction. The City Clerk is authorized to attest to and affix the seal of the City to any document authorized by this Section.

Section 6. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones, and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

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

PASSED and ADOPTED THIS ___ DAY OF _____, 2022.

MAYOR

(Seal)

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

EXHIBIT A

DEVELOPMENT PLAN

(On file in the office of the City Clerk)

CITY OF UNIVERSITY CITY, MISSOURI

DEVELOPMENT PLAN

FOR

DELMAR BOULEVARD REDEVELOPMENT AREA

**Submitted by
AVENIR REDEVELOPMENT CORPORATION &
CHARLES DEUTSCH & COMPANY**

March 9, 2022

**REDEVELOPMENT CORPORATION
DEVELOPMENT PLAN**

| | | |
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- A. LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA
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- F. DEVELOPER'S "BUT FOR" AFFIDAVIT;
- G. CERTIFICATE OF GOOD STANDING; AND
- H. NON-COLLUSION AFFIDAVIT.

The foregoing Appendixes are hereby incorporated herein by reference.

SECTION I: INTRODUCTION

The following Development Plan, submitted by Charles Deutsch & Company (such entity, together with its successors and assigns, the “*Developer*”) and Avenir Redevelopment Corporation (the “*353 Corporation*”), relates to the proposed redevelopment of seventeen (17) parcels of land located west of Interstate 170, along the south side of Delmar Boulevard, between McKnight Place and Kingdel Avenue in the City of University City, Missouri, as more particularly described in **Appendix A**, attached hereto (the “*Redevelopment Area*”). The Redevelopment Area covers approximately 6.2 acres, contains one office building, three vacant lots, eight four-family apartment buildings, four single-family homes, and a parking lot, which will be transformed into a new 262-unit apartment complex with commercial space (the “*Redevelopment Agreement*”). Delmar View Proeprties, LLC, an affiliate of the, Developer is the owner of one hundred percent (100%) of the real property within the proposed area.

SECTION II: OVERVIEW OF URBAN REDEVELOPMENT

In order to promote the redevelopment of a declining area or to induce new activity in an area that has been lacking in growth and development, the State of Missouri provides statutory tools to counties and municipalities to assist private, and initiate public, investment. One such tool is the Urban Redevelopment Corporation Law, Chapter 353 of the Revised Statutes of Missouri, as amended, (collectively, the “*Urban Redevelopment Law*”).

Generally, Urban Redevelopment Law allows municipalities to foster economic development and physical improvements in a redevelopment area by:

- Identifying and designating redevelopment areas that qualify as “blighted areas”;
- Adopting a development plan designating the redevelopment area and stating the objectives to be attained and the program to be undertaken;
- Approving a redevelopment project(s) for implementation of the development plan; and
- Utilizing the tools set forth under the Urban Redevelopment Law, including real property tax abatement, to assist in reducing or eliminating those conditions that cause the area to qualify as a redevelopment area.

SECTION III: FINDING THAT REDEVELOPMENT AREA IS A BLIGHTED AREA

An eligibility analysis of the Redevelopment Area as a “blighted area” under the provisions of Chapter 353 is attached hereto as **Appendix B**.

SECTION IV: DEVELOPMENT PLAN OBJECTIVES

The objective of this Development Plan is to:

- Enhance the public health, safety, and welfare of the community by improving the infrastructure, curing blight conditions, and the encouragement of other public improvements necessary for insuring the area’s stability and existing and future redevelopment consistent with this Development Plan;
- Increase the level and perception of safety and revitalization in the Redevelopment Area which, in turn, may encourage and attract an influx of new business and residents to the City;

- Enhance the tax base by inducing development of the Redevelopment Area to its highest and best use, benefit taxing districts and encourage private investment in and around the Redevelopment Area;
- Promote the health, safety, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development;
- Increase property values in and around Redevelopment Area;
- Provide development/business/employment opportunities in and around the Redevelopment Area;
- Stimulate construction and permanent employment opportunities in the Redevelopment Area; and
- Serve as a catalyst for redevelopment in the City.

SECTION V: REDEVELOPMENT PLAN

The Developer proposes to implement the Development Plan to facilitate the goals, objectives, and other criteria as set forth in this Development Plan.

1. **Legal Description.** A legal description of the Redevelopment Area is contained herein as **Appendix A**. An aerial map of the proposed Redevelopment Area is located in the Blight Analysis.

The Redevelopment Area is currently comprised of 17 parcels of land, covering approximately 6.2 acres as follows:

| Redevelopment Area | | Appraised Value | | Assessed Value | |
|--------------------|-------------------|-----------------|--------------|----------------|--------------|
| Locator Number | Address | Land | Improvements | Land | Improvements |
| 18K430314 | 8630 Delmar Blvd | \$ 334,500 | \$ 938,800 | \$ 107,040 | \$ 300,420 |
| 18K430194 | 8650 Delmar Blvd | 141,300 | 334,700 | 26,850 | 63,590 |
| 18K430204 | 8656 Delmar Blvd | 139,500 | 333,700 | 26,510 | 63,400 |
| 18L640567 | 8662 Delmar Blvd | 139,500 | 339,300 | 26,510 | 64,470 |
| 18L640941 | 8668 Delmar Blvd | 139,700 | 339,100 | 26,540 | 64,430 |
| 18L640600 | 8674 Delmar Blvd | 135,700 | 340,300 | 25,780 | 64,660 |
| 18L640655 | 8680 Delmar Blvd | 135,300 | 343,500 | 25,710 | 65,270 |
| 18L640677 | 8686 Delmar Blvd | 135,000 | 343,800 | 25,650 | 65,320 |
| 18L640402 | 8677 Barby Lane | 152,300 | 147,600 | 28,940 | 27,990 |
| 18L640413 | 8683 Barby Lane | 150,900 | 105,900 | 28,670 | 20,120 |
| 18L640545 | 8687 Barby Lane | 161,800 | 132,100 | 30,740 | 25,100 |
| 18L640468 | 8689 Barby Lane | 147,700 | 99,700 | 28,060 | 18,940 |
| 18L640370 | 534 Kingdel Drive | 120,900 | - | 22,970 | - |
| 18L640392 | 538 Kingdel Drive | 128,000 | - | 24,320 | - |
| 18L640457 | 544 Kingdel Drive | 156,200 | - | 29,680 | - |
| 18L640590 | 554 Kingdel Drive | 140,600 | 276,600 | 26,710 | 52,550 |
| 18K430491 | 3 McKnight Place | 380,300 | - | 72,260 | - |
| Totals | | \$ 2,839,200 | \$ 4,075,100 | \$ 582,940 | \$ 896,260 |

2. **Design Plan.** The Redevelopment Project contemplated by this Development Plan proposes to accommodate redevelopment of the Redevelopment Area into a new 262-unit apartment complex and commercial space. To further redevelopment, the Developer proposes to complete (or cause the completion of) the following (as set forth herein):

- The acquisition of certain real property within the Redevelopment Area;
- Demolition of certain existing structures (*see* Subsection 5, *below*); and
- Construction of new structures and related infrastructure (*see* Subsection 7, *below*).

A preliminary site plan is attached hereto as **Appendix D** (such plan, as amended from time to time, is referred to as the “*Site Plan*”), which shows, among other things, the general location and size of structures, general landscaping plan, and general traffic circulation. The Site Plan will be submitted to the City in connection with the pending rezoning application (as defined herein), and, therefore, is subject to change. The Developer anticipates completion of the Redevelopment Project in one phase.

3. **Project Phases.** The Developer anticipates the Redevelopment Project will be completed in one (1) phase beginning in the spring of 2022 and completed within twenty-four (24) months after the start of construction or within thirty-six (36) months of the date of adoption of an ordinance approving this Redevelopment Plan (the “*Approval Date*”).

4. **Unit Specification.** As set forth in the Site Plan, the Redevelopment Project contemplates the development of new 262-unit apartment complex, which will be leased and/or sold at market rates. It is anticipated the units will be available within thirty-six (36) months after the Approval Date.

5. **Property to be Demolished.** Subject to Subsection 6, it is anticipated that all of the existing building structures will be demolished within twenty-four (24) months after the Approval Date.

6. **Building Rehabilitation.** The Redevelopment Project does not contemplate any rehabilitated or remodeling of existing structures.

7. **New Construction.** The Redevelopment Project contemplates the development of a 262-unit apartment complex, related infrastructure, approximately 1,300 square feet of commercial space, and accessory structures. All new construction will be completed in accordance with applicable law.

8. **Open Space and Other Amenities.** Any undeveloped areas shall be used for the purposes shown on the Site Plan.

9. **Property for Public Agencies or Political Subdivisions.** No portion of the Redevelopment Area shall be sold, donated, exchanged, or leased to any public agency or political subdivision of the federal, state, or local government.

10. **Zoning Changes.** The Developer will be submitting an application to the City to rezone the Redevelopment Area to Planned Development-Mixed Use (PD-M). The Redevelopment Project is consistent with the City’s Comprehensive Plan Update (2006).

11. **Street Changes.** Except for relocation of curb cut access points, the Redevelopment Plan does not contemplate substantial street changes. No public street shall be permanently closed in connection with the Redevelopment Project. However, temporary closures might occur for improvements to McKnight Place as part of the construction process. As set forth in the Site Plan, the Redevelopment Project contemplates the reconfiguration of private drives throughout the Redevelopment Area.

12. **Utility Changes.** The Redevelopment Project does not contemplate any material changes in utility sources.

13. **Tax abatement.** In order to make the Redevelopment Project economically feasible, the Developer requests a tax abatement structure for each tract, lot, or parcel of property within the Redevelopment Area. The 353 Corporation may acquire property within the Redevelopment Area following completion of the Redevelopment Project. Tax abatement pursuant to Chapter 353 will begin in the year that the 353 Corporation acquires the applicable property and continue for four additional years (i.e., five years of tax abatement total). During the tax abatement period, the 353 Corporation (or its successor in interest) will make annual payments in lieu of taxes that, together with any unabated ad valorem real property taxes on the land (as contemplated by Chapter 353), equal the amount of ad valorem real property taxes that would be due based on the then-current tax levy and the assessed value of the land and improvements of the applicable property in the year prior to its initial acquisition by the 353 Corporation.

A detailed tax impact statement is attached hereto as **Appendix C** (the “**Tax Impact Statement**”). The Tax Impact Statement outlines:

- The assessed valuation of each tract, lot, or parcel of real property within the Redevelopment Area and the improvements thereon, before development.
- The estimated assessed valuation of the land and the improvements thereon, respectively, after redevelopment.
- The impact such tax abatement will have on each political subdivision whose boundaries include any portion of the Redevelopment Area, including an estimate of the amount of ad valorem revenues to be affected by the grant of tax abatement.

As set forth in the Eligibility Analysis, the Redevelopment Area contains a number of obstacles that have a negative influence on its success. As such, but for the proposed tax abatement, the Redevelopment Project is not economically feasible, and cannot be undertaken. A developer’s affidavit is attached hereto as **Exhibit F**.

The tax abatement, if any, with respect to any tract, lot, or parcel of property within the Redevelopment Area, will pass to or inure to the benefit of the 353 Corporation’s successors and assigns (each, a “**Successor**”) so long as such Successor shall continue to use, operate, and maintain such tract, lot, or parcel of property within the Redevelopment Area in accordance with the provisions of the Development Plan and comply with the terms of any contract by and between the City and the 353 Corporation concerning such tax abatement.

14. **Property Acquisition; Eminent Domain.** The ownership of each tract, lot, or parcel of property within the Redevelopment Area is set forth in Subsection 1 of this Section V. An affiliate of Developer, Delmar View Properties, LLC, is the owner of all property. The Developer is not requesting the City to acquire any property via eminent domain or otherwise.

15. **Financing.** Financing for the Development Project will be provided through private lending sources.

16. **Management.** The following officers of the Developer shall be active in or associated with the management of the Redevelopment Project during the period of at least one (1) year from the Approval Date.

Charles DeutschPresident & Secretary

The Developer shall be the sole shareholder of the 353 Corporation. It is anticipated that the officers and directors of the 353 Corporation shall be as follows:

Charles Deutsch Director & President

Christopher Leonard Director & Vice President

Zachary Deutsch Director & Secretary

17. **Public Property.** No public property will be dedicated as part of the implementation of the Development Plan.

18. **Relocation.** No relocation is anticipated, but if relocation assistance becomes necessary, the Developer will follow the provisions of Sections 523.200 to 523.205, Revised Statutes of Missouri and in the Section 565.010 of the City Code which are incorporated herein by reference.

19. **Qualifications.** Charles J Deutsch specializes in the development of luxury senior living and health related properties. Mr. Deutsch is a principal of The Gatesworth Communities, which are comprised of the following premier senior care properties: The Gatesworth at One McKnight Place, a 297-unit independent senior living facility; McKnight Place Extended Care, a 65-bed skilled nursing facility; and McKnight Place Assisted Living and Memory Care, a 135-unit assisted living and memory care facility. These three facilities form the leading luxury continuum of care senior living campus in west St. Louis County. Mr. Deutsch also developed Parc Provence, which is a 124-bed memory care facility, further known as the market leader of its class in the St. Louis region. Private pay represents at least 99% of revenue from all facilities. Mr. Deutsch has been an active residential real estate developer for over forty years. From 1971 to 1974, Mr. Deutsch was actively involved in the management of a family-owned, 2,200-unit group of apartments in St. Louis County. From 1975 through 1986, Mr. Deutsch developed, built and managed approximately 556 condominiums in four separate developments, and one neighborhood shopping center, all located in St. Louis County. Additional information concerning Developer can be found at www.thegatesworth.com.

20. **Evidence of Good Standing.** A certificate of good standing issued by the Missouri Secretary of State is attached hereto as **Appendix G**.

21. **Non-collusive Affidavit.** An affidavit executed by Developer is attached hereto as **Appendix H**.

APPENDIX A

LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA

THE **STERLING** CO

ENGINEERS & SURVEYORS

5055 New Baumgartner Road St. Louis, Missouri 63129
(314) 487-0440 fax: (314) 487-8944

Order Number: 19-09-308

Date: December 3, 2021

No of Pages: 2 By: VWH

PROPERTY DESCRIPTION

Project: Avenir
Description: OVERALL PROPERTY DESCRIPTION

A tract of land being all of Lots 1-5 of "Delprice" recorded in Plat Book 41 Page 20 of the St. Louis County, Missouri records, all of Lots 14 and 15 of "Barby Lane", recorded in Plat Book 61 Page 30 of said records, all of Adjusted Lot 4 of "McKnight Place Assisted Living Boundary Adjustment Plat 2" recorded in Plat Book 365 Page 7 of said records, and several tracts of land located in Section 8, Township 45 North, Range 6 East, all located in Section 8, Township 45 North, Range 6 East of the Fifth Principal Meridian, City of University City, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the northwest corner of above-said Lot 1 of "Delprice", said corner being the intersection of the east right-of-way line of Kingdel Drive (50 feet wide) and the south right-of-way line of Delmar Boulevard (80 feet wide); thence along the south right-of-way line of Delmar Boulevard (width varies) the following courses and distances: South 89°23'32" East, 73.47 feet to the northeast corner of said Lot 1; along the east line of said Lot 1, South 00°56'50" West, 10.00 feet; South 89°23'32" East, 520.23 feet; South 00°36'28" West, 10.00 feet; South 89°23'32" East, 90.00 feet; South 00°36'28" West, 10.00 feet; South 89°23'32" East, 90.00 feet; South 00°36'28" West, 10.00 feet; and South 89°23'32" East, 10.98 feet to a point on the west right-of-way line of McKnight Place (width varies); thence leaving said south right-of-way line and along said west right-of-way line of McKnight Place the following courses, distances and curves: South 00°32'17" West, 9.93 feet to a point of curvature; thence along a curve to the left with a radius of 68.00 feet, whose chord bears South 09°42'27" East, 24.19 feet, an arc distance of 24.32 feet to a point of reverse curvature; along a curve to the right with a radius of 63.00 feet, whose chord bears South 09°46'30" East, 22.26 feet, an arc distance of 22.38 feet to a point of tangency; South 00°24'12" West, 52.39 feet to a point of curvature; along a curve to the right with a radius of 88.00 feet, whose chord bears South 11°41'16" West, 34.44 feet, an arc distance of 34.66 feet to a point of reverse curvature; along a curve to the left with a radius of 112.00 feet, whose chord bears South 11°39'43" West, 43.93 feet, an arc distance of 44.22 feet to a point of tangency; South 00°21'06" West, 93.17 feet to a point of curvature; and along a curve to the right with a radius of 20.00 feet, whose chord bears South 17°17'03" West, 11.65 feet, an arc distance of 11.82 feet to a point on the north right-of-way line of Barby Lane (50 feet wide); thence leaving said west right-of-way line and along said north right-of-way line of Barby Lane, said line being non-tangent to the previous course, North 89°37'08" West, 6.78 feet to a point; thence leaving said north right-of-way line, South 00°22'52" West, 11.36 feet to the northeast corner of Adjusted Lot 3 of above-said "McKnight Place Assisted Living Boundary Adjustment Plat 2"; thence along the north line of said Adjusted Lot 3, said line also being the south line of above-said Adjusted Lot 4, North 89°37'08" West, 485.25 feet to the southwest corner of said Adjusted Lot 4; thence leaving last side line and along the west line of said Adjusted Lot 4, North 00°22'52" East, 11.36 feet to the southeast corner of above-said Lot 14, said corner also being on the north right-of-way line of Barby Lane (50 feet wide); thence leaving last said west line and along the north and west right-of-way lines of said Barby Lane the following courses, distances and curves: North 89°37'08" West, 90.69 feet to a point of curvature; along a curve to the right with a radius of 25.00 feet, whose chord bears North 54°21'16" West, 28.87 feet, an arc distance of 30.77 feet to a point of reverse curvature; along a curve to the left with a radius of 50.00 feet, whose chord bears North 54°21'16" West, 57.74 feet, an arc distance of 61.55 feet to a point of tangency; North 89°37'08" West, 49.78 feet

to a point on the east line of Lot 4 of above-said "Delprice"; South 00°56'50" West, 53.25 feet to the southeast corner of Lot 5 of said "Delprice"; and North 89°05'25" West, 122.80 feet to the southwest corner of said Lot 5, said corner also being on said east right-of-way line of Kingdel Drive; thence leaving said north and west right-of-way lines of Barby Lane and along said east right-of-way line of Kingdel Drive the following curves: along a curve to the right being non-tangential to the previous course, with a radius of 397.57 feet, whose chord bears North 00°40'34" West, 22.39 feet, an arc distance of 22.39 feet to a point of compound curvature; along a curve to the right with a radius of 524.24 feet, whose chord bears North 09°33'42" East, 157.23 feet, an arc distance of 157.82 feet to a point of reverse curvature; and along a curve to the left with a radius of 595.08 feet, whose chord bears North 10°29'36" East, 159.32 feet, an arc distance of 159.80 feet to the Point of Beginning and contains 260,100 square feet or 5.971 acres, more or less according to survey performed by The Sterling Company during the months of September and October, 2019 under Order Number 19-09-308.

APPENDIX B

REDEVELOPMENT AREA BLIGHT ANALYSIS

[Attached]

**ELIGIBILITY ANALYSIS
OF
THE DELMAR BOULEVARD REDEVELOPMENT AREA
AS A BLIGHTED AREA UNDER THE PROVISIONS OF CHAPTER 353**

CITY OF UNIVERSITY CITY, MISSOURI

Prepared: March 11, 2022

DEVELOPMENT DYNAMICS, LLC
1001 Boardwalk Springs Place, Suite #50 • O'Fallon, Missouri 63368 • (636) 561-8602

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I. INTRODUCTION

The City of University City, Missouri's Comprehensive Plan of 1999, as updated in 2005 and 2006, contemplates the use of redevelopment to maintain and improve the appearance and real estate conditions of properties along Delmar Boulevard (Redevelopment Area 18).

A development plan, submitted by Charles Deutsch & Company (the "Developer") proposes to redevelop seventeen (17) parcels of land located west of Interstate 170, along the south side of Delmar Boulevard, between McKnight Place and Kingdel Avenue as an area for redevelopment (the "Redevelopment Area"). The Redevelopment Area covers approximately 6.2 acres, contains one office building, eight four-family apartment buildings, four single-family homes, three vacant lots, and a parking lot, which will be transformed into a new 262-unit apartment complex with and supporting commercial space. To further redevelopment, the Developer proposes to undertake (a) the acquisition of certain real property, (b) demolition of existing structures, (c) construction of the Redevelopment Project, (d) the remediation of certain blighted conditions within the Redevelopment Area.

Figure 1: Redevelopment Area Parcel Data

| Redevelopment Area | | Appraised Value | | Assessed Value | |
|--------------------|-------------------|-----------------|--------------|----------------|--------------|
| Locator Number | Address | Land | Improvements | Land | Improvements |
| 18K430314 | 8630 Delmar Blvd | \$ 334,500 | \$ 938,800 | \$ 107,040 | \$ 300,420 |
| 18K430194 | 8650 Delmar Blvd | 141,300 | 334,700 | 26,850 | 63,590 |
| 18K430204 | 8656 Delmar Blvd | 139,500 | 333,700 | 26,510 | 63,400 |
| 18L640567 | 8662 Delmar Blvd | 139,500 | 339,300 | 26,510 | 64,470 |
| 18L640941 | 8668 Delmar Blvd | 139,700 | 339,100 | 26,540 | 64,430 |
| 18L640600 | 8674 Delmar Blvd | 135,700 | 340,300 | 25,780 | 64,660 |
| 18L640655 | 8680 Delmar Blvd | 135,300 | 343,500 | 25,710 | 65,270 |
| 18L640677 | 8686 Delmar Blvd | 135,000 | 343,800 | 25,650 | 65,320 |
| 18L640402 | 8677 Barby Lane | 152,300 | 147,600 | 28,940 | 27,990 |
| 18L640413 | 8683 Barby Lane | 150,900 | 105,900 | 28,670 | 20,120 |
| 18L640545 | 8687 Barby Lane | 161,800 | 132,100 | 30,740 | 25,100 |
| 18L640468 | 8689 Barby Lane | 147,700 | 99,700 | 28,060 | 18,940 |
| 18L640370 | 534 Kingdel Drive | 120,900 | - | 22,970 | - |
| 18L640392 | 538 Kingdel Drive | 128,000 | - | 24,320 | - |
| 18L640457 | 544 Kingdel Drive | 156,200 | - | 29,680 | - |
| 18L640590 | 554 Kingdel Drive | 140,600 | 276,600 | 26,710 | 52,550 |
| 18K430491 | 3 McKnight Place | 380,300 | - | 72,260 | - |
| Totals | | \$ 2,839,200 | \$ 4,075,100 | \$ 582,940 | \$ 896,260 |

The proposed Redevelopment Area contains a number of obstacles that have negative influences and need to be addressed as part of any future redevelopment. A development plan for the Redevelopment Area outlines the process and objectives to encourage the best use of property within the Redevelopment Area and to help prompt redevelopment. Each of these efforts is necessary to facilitate the clearance, replanning, rehabilitation, and reconstruction of property within the Redevelopment Area into a functional and productive state in order to contribute to the growth and vitality of the City.

A. PURPOSE OF REPORT

This report evaluates conditions affecting the Redevelopment Area and is intended to assist the City in determining if conditions in the Redevelopment Area satisfy the criteria of a “blighted area” as such term is defined in Section 353.020(2) of the Urban Redevelopment Corporation Act of the Revised Statutes of Missouri, as amended (“Chapter 353”). This report is intended to supplement the Development Plan which outlines the process for redeveloping all or a part of a blighted area, outlines objectives to facilitate development, and encourage the highest and best use of property within the Redevelopment Area. Financial impediments and barriers to redevelopment must be overcome if clearing, replanning, rehabilitation, and reconstruction are to occur.

The Developer is requesting the City find the Redevelopment Area blighted pursuant to Chapter 353 and grant real property tax abatement to assist in eliminating certain conditions that have resulted in property within the Redevelopment Area falling into disrepair. Work is anticipated to begin in the spring of 2022 and be completed by the end of calendar year 2023.

B. PROVISIONS OF CHAPTER 353

The Missouri General Assembly adopted Chapter 353 in 1943. Chapter 353 allows cities and counties to (1) identify and designate a redevelopment area that qualifies as a “Blighted Area”, (2) adopt a development plan that designates an area in need of development and states the objectives to be attained and the redevelopment project to be undertaken, (3) approve a redevelopment project for implementation of such development plan and (4) utilize the tools set forth in Chapter 353 to assist in reducing or eliminating those factors and conditions that cause the area to qualify as a “Blighted Area” through the completion of a redevelopment project.

Under Chapter 353 a “Blighted area” has the same meaning as defined in Section 99.805 of the Revised Statutes of Missouri: “...an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use”.

With the foregoing in mind, Development Dynamics, LLC (“D2”) performed an analysis of eligibility factors within the Redevelopment Area through on-site inspection, research of aerial maps, public property files/records, and other investigation. The subsequent sections of this report evaluate the conditions existent within the Redevelopment Area relative to the definition of a Blighted Area under Chapter 353.

Figure 2: Aerial View of Redevelopment Area Boundary

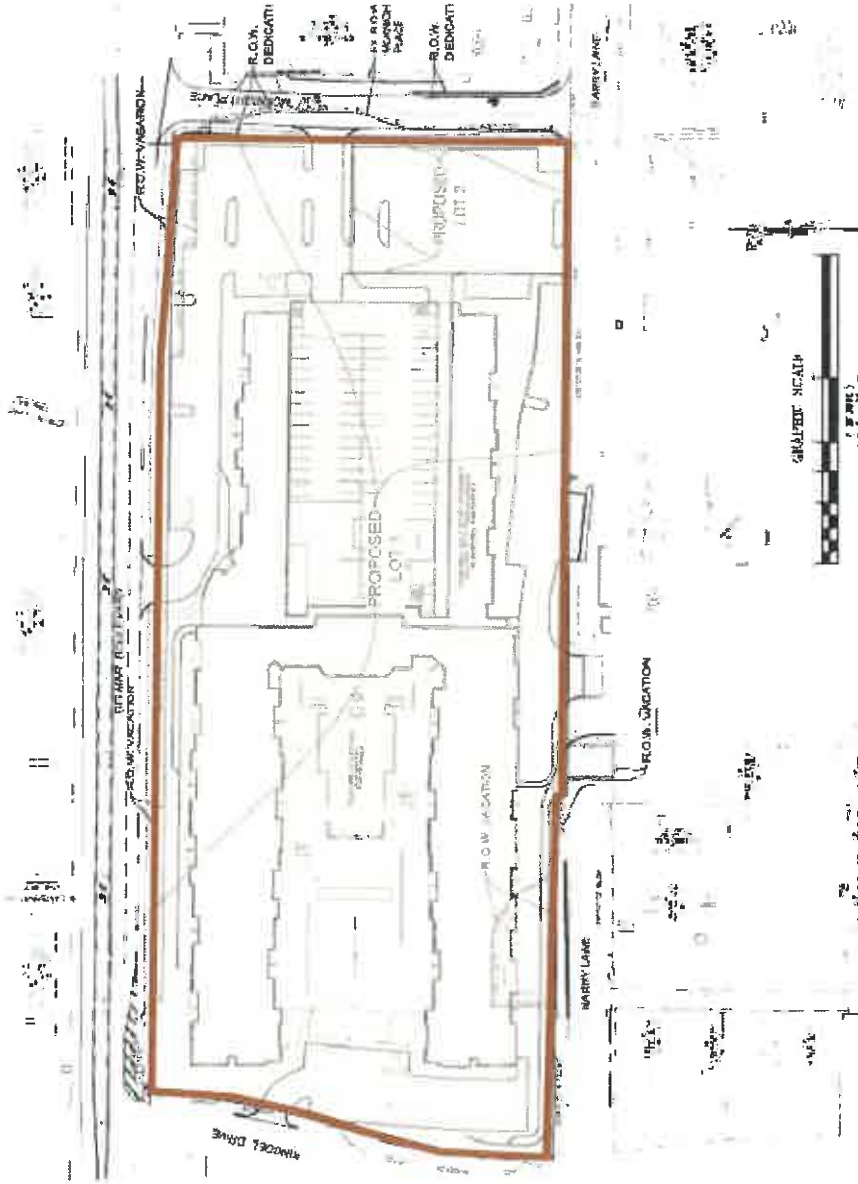
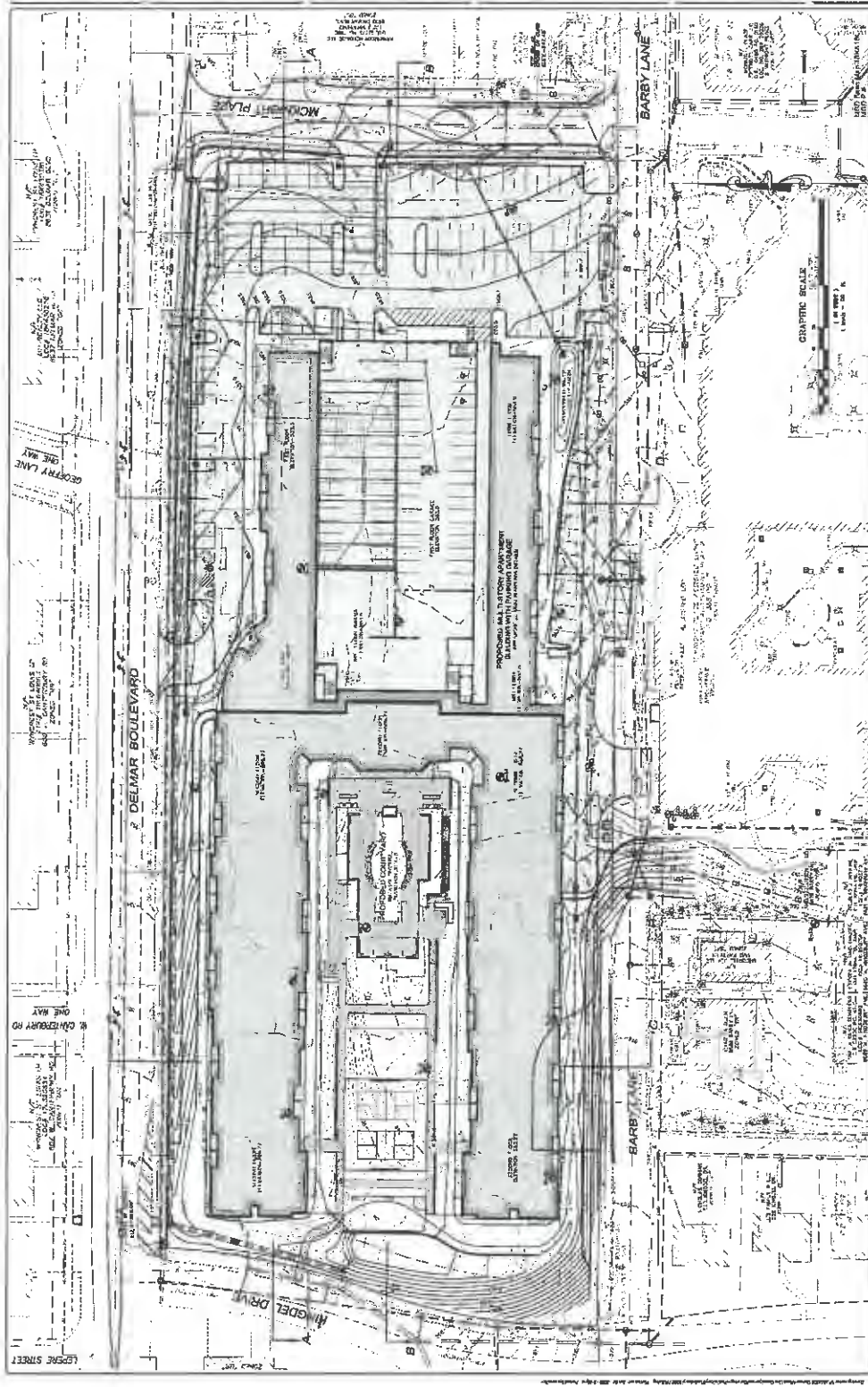


Figure 3: Preliminary Redevelopment Area Site Plan



II. QUALIFICATION ANALYSIS

This section analyzes the existing conditions within the Redevelopment Area as they relate to the definition of a blighted area under Chapter 353. D2 surveyed property conditions on June 9, 2020 and affirmed the same on March 11, 2022. This report does not reflect changes in conditions or events occurring after the site visits or publication of this report. Additionally, input from public meetings may result in revisions to this report. Factors impacting the Redevelopment Area include:

A. DETERIORATION OF SITE IMPROVEMENTS - In general, deterioration refers to the physical deterioration of improvements within the Redevelopment Area in terms of buildings and other structures and surface site improvements such as parking areas, access and circulation roadways and drives, and similar items. Deterioration may be evident in basically sound buildings containing minor defects such as missing roof tiles or peeling paint. Deterioration that is not easily curable and that cannot be cured in the course of normal maintenance includes defects in the primary and secondary building components as well as other site improvements. Primary building components include the foundation, exterior walls, floors, roofs, wiring and plumbing. Secondary building components include the doors, windows, frames, gutters, downspouts, and fascia materials. As a rule, older improvement typically exhibit more problems than improvement constructed in later years because of longer periods of active usage (wear and tear) and the impact of time, temperature, and moisture. Many factors can affect a property's useful life, including frequency of use, the age, and ongoing maintenance.

Findings:

1. While the site improvements provide the appearance of being basically sound, the majority of the building structures are over 50 years old.
2. Buildings within the Redevelopment Area date back as far as 1903 with a majority being built between the late 1940s to mid-1960s. The building improvements are deteriorating and in a state of decline. The deterioration includes minor defects such as missing roof tiles and peeling paint as well as more substantial deterioration of primary building components (foundation, interior/exterior walls, floors, wiring, and plumbing) due to age and lack of adequate maintenance. Secondary building components (doors, windows, wall coverings, frames, etc.) show evidence deterioration including examples of cracks, damage, warping, and lack of maintenance. These deficiencies are not easily corrected through normal maintenance and would require substantial investment.
3. As a result of numerous driveway overlays, side entrances to the buildings along Delmar Boulevard have been inappropriately narrowed for safe passage.
4. Primary and secondary building components display evidence of cracks, damage, warping, and were constructed with building materials that are energy inefficient by modern standards. Some of the original building materials used in construction now present environmental hazards.
5. External wiring on the buildings are exposed and open to the elements.
6. Deterioration of primary building components (foundation, interior/exterior walls, floors, wiring, and plumbing) due to age and lack of adequate maintenance is evident in each of the buildings and includes: damaged existing exterior finishes, cracks in physical improvements, inadequate mechanical systems, and a leaking roof system. These deficiencies cannot be corrected through normal maintenance.
7. Secondary building components (doors, windows, wall coverings, frames, etc.) evidence numerous examples of cracks, damage, warping, and lack of maintenance and are exemplified

in rust on exterior doorframes and peeling paint on various surfaces which negatively affects the appearance of the property.

8. A majority of paved surfaces are deteriorated (as evidenced by alligator cracking and is an indication of pavement deterioration at its base and is being undermined by water penetration as evidenced by standing water, potholes, and settling. Removal and replacement of impacted areas is required to stabilize the surface and improve safety for drivers and pedestrians). Sidewalk access to the buildings do not meet current ADA design requirements.

Figure 4: Deterioration Factors Impacting Redevelopment Area

| Property Address | 8630 Delmar Blvd | 8650 Delmar Blvd | 8656 Delmar Blvd | 8662 Delmar Blvd | |
|--|------------------|------------------|------------------|------------------|--------------------|
| Age (year built) | 1966 | 1953 | 1953 | 1950 | |
| Primary Bldg Component Deterioration | Yes | Yes | Yes | Yes | |
| Secondary Bldg Component Deterioration | Yes | Yes | Yes | Yes | |
| Deteriorated Site Infrastructure | Yes | Yes | Yes | Yes | |
| Property Address | 8668 Delmar Blvd | 8674 Delmar Blvd | 8680 Delmar Blvd | 8686 Delmar Blvd | |
| Age (year built) | 1950 | 1950 | 1948 | 1948 | |
| Primary Bldg Component Deterioration | Yes | Yes | Yes | Yes | |
| Secondary Bldg Component Deterioration | Yes | Yes | Yes | Yes | |
| Deteriorated Site Infrastructure | Yes | Yes | Yes | Yes | |
| Property Address | 8677 Barby Lane | 8683 Barby Lane | 8687 Barby Lane | 8689 Barby Lane | |
| Age (year built) | 1957 | 1961 | 1903 | 1961 | |
| Primary Bldg Component Deterioration | Yes | Yes | Yes | Yes | |
| Secondary Bldg Component Deterioration | Yes | Yes | Yes | Yes | |
| Deteriorated Site Infrastructure | Yes | Yes | Yes | Yes | |
| Property Address | 534 Kingdel | 538 Kingdel | 544 Kingdel | 554 Kingdel | 3 McKnight Place B |
| Age (year built) | - | - | - | 1953 | - |
| Primary Bldg Component Deterioration | - | - | - | Yes | - |
| Secondary Bldg Component Deterioration | - | - | - | Yes | - |
| Deteriorated Site Infrastructure | Yes | Yes | Yes | Yes | Yes |

B. EXISTENCE OF CONDITIONS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES - Conditions within a Redevelopment Area are related to the presence of conditions that threaten or endanger life or property by fire and other causes and may include such elements as physical deterioration of site improvements, insanitary conditions, inadequate provision for ventilation, light, air sanitation or open spaces, poorly lit or unlit areas; cracked or uneven sidewalks; poor drainage; environmental contamination; uneven grading or steep slopes; the existence of trash, debris, or overgrown weeds or other reported causes, or combination of factors, that are conducive to ill health, transmission of disease, and is detrimental to the public health and safety. The conditions associated with the Redevelopment Area, caused by the preceding factors include:

1. The current ingress/egress configurations in the Redevelopment Area are non-compliant with modern traffic safety standards for the safe and expedient entry and exit. The Redevelopment Area has nine (9) separate access points connecting directly to the busy Delmar Boulevard. New development will reduce access points to accommodate design and safety considerations for anticipated traffic flow. Effective design and layouts is especially important when considering both the automobile and pedestrian uses in order to decrease conflict points that is lacking in the current layout.
2. Emergency vehicles would face difficulty in responding to the rear of the properties under the existing configuration and complicated further by substantial grade elevation changes between rear pavement surfaces. Pavement damage reflects lack of clearance and that vehicles tend to bottom out crossing between properties.
3. An environmental assessment of property within the Redevelopment Area identified several environmental concerns including the potential presence of lead paint based materials,

suspected asbestos-containing materials (ACMs) in drywall systems, plaster, cove base mastic, carpet mastic, floor tile and mastic, sheet flooring, cement siding, wood panel mastic, ceiling tiles, caulking, terrazzo, window glaze, and roofing materials.¹

4. The majority of the buildings within the Redevelopment Area lack modern fire safety suppression and detection systems to properly protect life safety and property in accordance modern fire department standards and regulations. These conditions present potentially dangerous conditions for public health and safety and a risk for the surrounding properties.
5. Despite ongoing maintenance efforts, the Redevelopment Area suffers from deteriorated pavement surfaces that are cracked, uneven, and disintegrating. These conditions present trip and fall hazards and are unsafe. Addressing these hazards through reinvestment will provide increased safety for residents as they traverse in and around the development.
6. The Redevelopment Area contains evidence of litter, dumped debris, and an abandoned vehicle with an expired license. These conditions require cleanup and maintenance attention to discourage vandalism, illegal dumping, and to remedy the conditions.

Figure 5: Safety Factors Impacting Redevelopment Area

| Property Address | 8630 Delmar Blvd | 8650 Delmar Blvd | 8656 Delmar Blvd | 8662 Delmar Blvd | |
|-------------------------------------|------------------|------------------|------------------|------------------|--------------------|
| Inadequate Ingress/Egress | Yes | Yes | Yes | Yes | |
| Inadequate Emergency Service Access | Yes | Yes | Yes | Yes | |
| Conditions Conducive to Ill Health | Yes | Yes | Yes | Yes | |
| Public Health/Safety Concerns | Yes | Yes | Yes | Yes | |
| Property Address | 8668 Delmar Blvd | 8674 Delmar Blvd | 8680 Delmar Blvd | 8686 Delmar Blvd | |
| Inadequate Ingress/Egress | Yes | Yes | Yes | Yes | |
| Inadequate Emergency Service Access | Yes | Yes | Yes | - | |
| Conditions Conducive to Ill Health | Yes | Yes | Yes | Yes | |
| Public Health/Safety Concerns | Yes | Yes | Yes | Yes | |
| Property Address | 8677 Barby Lane | 8683 Barby Lane | 8687 Barby Lane | 8689 Barby Lane | |
| Inadequate Ingress/Egress | Yes | Yes | Yes | Yes | |
| Inadequate Emergency Service Access | Yes | Yes | Yes | Yes | |
| Conditions Conducive to Ill Health | Yes | Yes | Yes | Yes | |
| Public Health/Safety Concerns | Yes | Yes | Yes | Yes | |
| Property Address | 534 Kingdel | 538 Kingdel | 544 Kingdel | 554 Kingdel | 3 McKnight Place B |
| Inadequate Ingress/Egress | - | - | - | Yes | - |
| Inadequate Emergency Service Access | Yes | Yes | Yes | Yes | Yes |
| Conditions Conducive to Ill Health | Yes | Yes | Yes | Yes | - |

C. COMBINATION OF FACTORS THAT RETARD THE PROVISION OF HOUSING ACCOMMODATIONS OR CONSTITUTES AN ECONOMIC OR SOCIAL LIABILITY OR A MENACE TO THE PUBLIC HEALTH, SAFETY, OR WELFARE IN ITS PRESENT CONDITION AND USE

Findings:

1. The conditions present within the Redevelopment Area have hampered new investment in the Redevelopment Area and, correspondingly, the ability of the area to help generate tax revenue to pay for vital services. The performance of property below its economic potential is a symptom of a blighted area. With redevelopment, real property, personal property, utility, sales, and use taxes will be incrementally increased, benefiting the community as a whole through entities which provide municipal services.
2. The Redevelopment Area's condition as an economic liability contributes to its inability to pay reasonable taxes for the affected taxing districts. The longer the Redevelopment Area

¹ Phase One Environmental Assessment, SCI Engineering, December 13, 2019.

continues in its current state, it is likely assessed values and, consequently, the taxes collected will stagnate. If steps are not taken to facilitate redevelopment of the property, it is reasonable to assume conditions will worsen and result in further dilapidation.

The abovementioned conditions help reinforce an understanding that the Redevelopment Area is in a state decline through disinvestment. Left unchecked, these conditions could worsen and, combined with other factors, may lead to more widespread and intensive disinvestment.

III: SUMMARY AND CONCLUSIONS

Chapter 353 sets forth determinants which individually or in combination may provide the justification for a designation as a blighted area. The actual determination of blight can occur when an area is found to be an economic or social liability and the blighting conditions are conducive to ill health, transmission of disease, crime or endanger life and property. Property within the Redevelopment Area has been found to exhibit multiple factors of the one or more deficiencies which can be cause for designation of the property as a blighted area.

Figure 6: Blight Factor Summary

| Blight Factors | Present |
|--|----------------|
| Insanitary or unsafe conditions | YES |
| Deterioration of site improvements | YES |
| Existence of conditions which endanger life or property by fire or other causes | YES |
| Combination of factors that retard the provision of housing accommodations or constitutes an economic or social liability or menace to the public health, safety, or welfare in its present condition and use | YES |

- Site improvements within the Redevelopment Area have fallen into disrepair, and suffer from deterioration. A number of the resultant physical deficiencies require treatments, substantial upgrades, and/or replacement which are infeasible under current market conditions.

- In order to cure the deficiencies and to leverage the private mitigation of conditions previously described, significant costs must be incurred. The extraordinary costs associated with the issues previously noted makes revitalization of the Redevelopment Area economically unfeasible without some intervention.

- The Redevelopment Area demonstrates economic liability because the typical economic benefits generated from properties is being hampered by declining property conditions. If steps are not taken to facilitate redevelopment of the property, it is reasonable to assume conditions will worsen, exacerbating current conditions and hampering the performance of property within the Redevelopment Area below its economic potential.

Under current conditions, it is improbable the Redevelopment Area will experience growth and development solely through investment by private enterprise. Furthermore, it is unlikely redevelopment will occur, absent the benefit and resources provided by implementation of the Development Plan.

Based upon the entirety of the information collected, reviewed, and analyzed in the course of preparation of this analysis, the proposed Redevelopment Area satisfies the requirements for designation of the property as a Blighted Area, as outlined in Chapter 353.

APPENDIX C

REDEVELOPMENT AREA TAX IMPACT STATEMENT

[Attached]

APPENDIX C

TAX IMPACT STATEMENT

CITY OF UNIVERSITY CITY, MISSOURI

TAX IMPACT ANALYSIS

FOR

DELMAR BOULEVARD REDEVELOPMENT AREA

August 9, 2022

Development Dynamics, LLC ("D2") prepared this tax impact analysis of a proposed project by Charles Deutsch & Company, LLC in the City of University City, St. Louis County, Missouri. The analysis was performed in accordance with Section 353.110.3 of the Missouri Revised Statutes to evaluate the projected impact to affected tax jurisdictions as part of a Chapter 353 project.

1. PURPOSE OF THIS ANALYSIS

The purpose of this tax impact analysis is to provide timely and relevant information pertaining to the affected taxing districts to which this report is sent pursuant to Section 353.110.3 of The Urban Redevelopment Corporations Law, Chapter 353 of the Revised Statutes of Missouri, as amended (“Chapter 353”).

2. DESCRIPTION OF THE PROJECT

The proposed development project is located west of Interstate 170, along the south side of Delmar Boulevard, between McKnight Place and Kingdel Avenue in the City of University City, Missouri (the “City”). The Redevelopment Area covers approximately 6.2 acres consisting of one office building, eight four-family apartment buildings, four single-family homes, three empty lots, and a parking lot. This property will be transformed into a new 262-unit apartment complex and with commercial space (the “Redevelopment Project”).

The City is authorized and empowered pursuant to the provisions of Chapter 353 to aid the redevelopment of underutilized property within a redevelopment area through adoption of a Development Plan and the grant of real property tax abatement. In the case of this Redevelopment Area, the Development Plan provides for up to 5 years of real property tax abatement to offset the extraordinary financial costs of remediating the blighted conditions present in the Redevelopment Area. Financial impediments and barriers to development of the Redevelopment Area must be overcome in order for the development and rehabilitation to occur.

3. PROJECT OBJECTIVE

To facilitate redevelopment, Charles Deutsch & Company (the “Developer”) intends to demolish existing structures and replace them with a new approximately 262-unit residential apartment complex and associated infrastructure improvements. Due to the extraordinary costs of the Redevelopment Project, public assistance is necessary to feasibly transform the Redevelopment Area from its current condition into one that enhances the community and provides long-term benefit to all taxing entities.

The City has been asked to provide partial real property tax abatement available under Chapter 353, to assist in the remediation of blight in the Redevelopment Area. Under Chapter 353, the City is allowed to grant up to 25 years of real property tax abatement on improvements and incremental increases in land value. The Developer has requested 5 years of 100% abatement on any incremental increase in assessed value of the real property resulting from the Redevelopment project.

The future projected tax savings on the real property are proposed to be reinvested by the Developer in the Redevelopment Area, to cover eligible project costs incurred in the reduction and clearance of blighting factors present on the project site.

Commencement of construction will occur upon approval, with completion expected on or before December 31, 2024. Real property tax abatement is expected to begin in the year after construction is completed.

4. TAX INFORMATION

The Redevelopment Project will impact the governmental revenues through projected increases in real property tax. This tax impact analysis applies only to increased real property tax receipts. The real property tax revenue calculations are based upon improvements anticipated as part of the Redevelopment Project.

A. TAX REVENUE

Figure 1 identifies the address, property locator number, 2021 appraised valuation, and 2021 assessed valuation for the Redevelopment Area. According to the St. Louis County Assessor’s records, the Redevelopment Area is assessed as follows.

Figure 1: Redevelopment Area Property Data

| PROPERTY | Appraised Value | | Assessed Value | |
|--------------|------------------|------------------|----------------|----------------|
| | Land | Improvements | Land | Improvements |
| 18K430314 | \$ 334,500 | \$ 938,800 | \$ 107,040 | \$ 300,416 |
| 18K430194 | 141,300 | 334,700 | 26,847 | 63,593 |
| 18K430204 | 139,500 | 333,700 | 26,505 | 63,403 |
| 18L640567 | 139,500 | 339,300 | 26,505 | 64,467 |
| 18L640941 | 139,700 | 339,100 | 25,543 | 64,429 |
| 18L640600 | 135,700 | 340,300 | 25,783 | 65,657 |
| 18L640655 | 135,300 | 343,500 | 25,707 | 65,265 |
| 18L640677 | 135,000 | 343,800 | 25,650 | 65,322 |
| 18L640402 | 152,300 | 147,300 | 28,937 | 27,987 |
| 18L640413 | 150,900 | 105,900 | 28,671 | 20,121 |
| 18L640545 | 161,800 | 132,100 | 30,742 | 25,099 |
| 18L640468 | 147,700 | 99,700 | 28,063 | 18,943 |
| 18L640370 | 120,900 | - | 22,971 | - |
| 18L640392 | 128,000 | - | 24,320 | - |
| 18L640457 | 156,200 | - | 29,678 | - |
| 18L640590 | 140,600 | 276,600 | 26,714 | 52,554 |
| 18K430491 | 380,300 | - | 72,257 | - |
| TOTAL | 2,839,200 | 4,074,800 | 581,933 | 897,256 |

Figure 2 identifies the most recent (2021) real property residential tax rates, by taxing district, for property within the Redevelopment Area.

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Figure 2: Real Property Tax Rate Data (2021)

| Tax Jurisdiction | Residential Tax Rate | Commercial Tax Rate |
|--|----------------------|---------------------|
| State of Missouri | 0.0300 | 0.0300 |
| County General | 0.1650 | 0.1860 |
| County Health Fund | 0.1110 | 0.1250 |
| County Park Maintenance | 0.0400 | 0.0440 |
| County Bond Retire | 0.0190 | 0.0190 |
| Roads and Bridges | 0.0830 | 0.0930 |
| St. Louis Community College | 0.2787 | 0.2787 |
| Special School District | 1.0158 | 1.0158 |
| Metropolitan Zoo Museum District | 0.2455 | 0.2455 |
| University City Library | 0.3500 | 0.3450 |
| School - University City | 4.3049 | 4.6963 |
| Metropolitan Sewer District | 0.1041 | 0.1041 |
| Sewers - Deer Creek | 0.0660 | 0.0810 |
| City of University City | 0.5840 | 0.6200 |
| Dev. Disability- Productive Living Brd | 0.0710 | 0.0840 |
| Commercial Surcharge | - | 1.7000 |
| Total | 7.4680 | 9.6674 |

B. FUTURE REAL PROPERTY TAX REVENUE

The direct tax impact on the affected taxing jurisdictions was determined through the utilization of existing property record data and evaluation of tax-related calculations. Real property tax projections utilized preliminary investment estimates included in the Development Plan. Real property taxes were derived from fair market value estimates, multiplied by the commercial assessment rate of 32.00% and the combined 2021 commercial tax rate of \$9.6674 per \$100 of assessed valuation, which includes the commercial surcharge tax of \$1.70 and fair market value estimates, multiplied by the residential assessment rate of 19.00% and the combined 2021 residential tax rate of \$7.4680 per \$100 of assessed valuation. Assessed valuation estimates within the Redevelopment Area were further projected to increase at a rate of 1% biannually.

Figure 3 represents the tax impact on real property tax revenue if the new residential investment occurred without abatement. **Figure 4** represents the tax impact on real property tax revenue if the new commercial investment occurred without abatement. **Figure 5** represents the tax impact on real property tax revenue with 5 years of 100% abatement of the combined residential and commercial new real property investment. **Figure 6** represents a compilation of the previous figures with summary totals. **Figure 7** represents the tax impact on real property tax revenue during the term of abatement on new real property investment by taxing district during the term of the abatement.

While it is reasonable to assume additional personal property taxes and sales taxes will result from the Redevelopment Project, such estimates were excluded from this analysis. Personal property and other forms of taxes resulting from the Redevelopment Project will not be abated.

5. ASSUMPTIONS AND CONDITIONS

The following assumptions were used in preparation of the tax calculations:

- A. Construction period of 18 months with project completion anticipated by the end of 2024.
- B. The Project assessed valuation for the residential element was derived from fair market value estimates, multiplied by the residential assessment rate of 19.00% and the combined 2021 residential tax rate of \$7.4680 per \$100 of assessed valuation. The Project assessed valuation for the commercial element was derived from fair market value estimates, multiplied by the commercial assessment rate of 32.00% and the combined 2021 commercial tax rate of \$9.6674 per \$100 of assessed valuation, which includes the commercial surcharge tax of \$1.70.
- C. The Project cost basis was adjusted to 65.7% of estimated hard construction costs pursuant to standard cost approach and fair market value appraisal principles and excludes indirect costs (such as professional costs, transactional costs, interest carry, insurance costs, management and marketing fees) which do not directly translate into fair market value and therefore assessed valuation. Market comparisons were obtained by review of assessed valuations of comparable properties in the market.¹
- D. Bi-annual increases in assessed valuation were project at 1.0%.
- E. Although it is reasonable to assume sales or use taxes might result from Project expenditures, there is limited certainty and assurance sales would have situs within the State of Missouri or at the Project Site, therefore, those calculations were excluded.
- F. All numbers are rounded to the nearest dollar.

Project estimates and projections presented in this analysis are based upon project information provided by the Developer, published government tax tables, and other information sources considered to be reliable. There is an inherent assumption that information provided by these sources is correct, complete, and reliable. Limited steps were taken to verify the accuracy of the aforementioned assumptions; nevertheless, D2 believes they constitute a reasonable basis for the report's preparation. The tax impact projections represent prospective information and estimates regarding a project yet to be constructed. The projections are not provided as assurance that a certain levels will be achieved or that certain events will occur because actual results may vary from the calculations described herein. D2 assumes no risk for events or uncertainties that occur.

¹ See, *The Appraisal of Real Estate, Twelfth Edition*, p. 359.

**DELMAR BOULEVARD REDEVELOPMENT AREA
TAX IMPACT ANALYSIS**

FIGURE 3: TAX IMPACT – RESIDENTIAL REAL PROPERTY NO ABATEMENT

| | Tax Rate Residential | Base Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|--|----------------------|-----------|--------------|--------------|--------------|--------------|--------------|--------------|
| Estimated Assessed Valuation (Residential) | \$ | 1,071,733 | \$ 6,979,063 | \$ 6,979,063 | \$ 7,048,853 | \$ 7,048,853 | \$ 7,119,342 | |
| State of Missouri | 0.0300 | \$ | 209 | \$ 2,094 | \$ 2,115 | \$ 2,115 | \$ 2,136 | \$ 10,553 |
| County General | 0.1650 | \$ | 11,515 | \$ 11,515 | \$ 11,631 | \$ 11,631 | \$ 11,747 | \$ 58,039 |
| County Health Fund | 0.1110 | \$ | 7,747 | \$ 7,747 | \$ 7,824 | \$ 7,824 | \$ 7,902 | \$ 39,044 |
| County Park Maintenance | 0.0400 | \$ | 2,792 | \$ 2,792 | \$ 2,820 | \$ 2,820 | \$ 2,848 | \$ 14,070 |
| County Bond Retire | 0.0190 | \$ | 204 | \$ 1,326 | \$ 1,339 | \$ 1,339 | \$ 1,353 | \$ 6,683 |
| Roads and Bridges | 0.0830 | \$ | 890 | \$ 5,793 | \$ 5,851 | \$ 5,851 | \$ 5,909 | \$ 29,195 |
| St. Louis Community College | 0.2787 | \$ | 2,987 | \$ 19,451 | \$ 19,645 | \$ 19,645 | \$ 19,842 | \$ 98,033 |
| Special School District | 1.0158 | \$ | 10,887 | \$ 70,893 | \$ 71,602 | \$ 71,602 | \$ 72,318 | \$ 357,309 |
| Metropolitan Zoo Museum District | 0.2455 | \$ | 2,631 | \$ 17,134 | \$ 17,305 | \$ 17,305 | \$ 17,478 | \$ 86,355 |
| University City Library | 0.3500 | \$ | 3,751 | \$ 24,427 | \$ 24,671 | \$ 24,671 | \$ 24,918 | \$ 123,113 |
| School - University City | 4.3049 | \$ | 46,137 | \$ 300,442 | \$ 303,446 | \$ 303,446 | \$ 306,481 | \$ 1,514,256 |
| Metropolitan Sewer District | 0.1041 | \$ | 1,116 | \$ 7,265 | \$ 7,338 | \$ 7,338 | \$ 7,411 | \$ 36,617 |
| Sewers - Deer Creek | 0.0660 | \$ | 707 | \$ 4,606 | \$ 4,652 | \$ 4,652 | \$ 4,699 | \$ 23,216 |
| City of University City | 0.5840 | \$ | 6,259 | \$ 40,758 | \$ 41,165 | \$ 41,165 | \$ 41,577 | \$ 205,423 |
| Dev. Disability- Productive Living Brd | 0.0710 | \$ | 761 | \$ 4,955 | \$ 5,005 | \$ 5,005 | \$ 5,055 | \$ 24,974 |
| Totals | 7.4680 | \$ | 80,037 | \$ 521,196 | \$ 526,408 | \$ 526,408 | \$ 531,672 | \$ 2,626,882 |

FIGURE 4: TAX IMPACT – COMMERCIAL REAL PROPERTY NO ABATEMENT

| | Tax Rate Commercial | Base Year | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|---|---------------------|-----------|------------|------------|------------|------------|------------|------------|
| Estimated Assessed Valuation (Commercial) | \$ | 407,456 | \$ 448,000 | \$ 448,000 | \$ 452,480 | \$ 452,480 | \$ 457,005 | |
| State of Missouri | 0.0300 | \$ | 122 | \$ 134 | \$ 134 | \$ 136 | \$ 137 | \$ 800 |
| County General | 0.1860 | \$ | 758 | \$ 833 | \$ 833 | \$ 842 | \$ 850 | \$ 4,958 |
| County Health Fund | 0.1250 | \$ | 509 | \$ 560 | \$ 560 | \$ 566 | \$ 571 | \$ 3,332 |
| County Park Maintenance | 0.0440 | \$ | 179 | \$ 197 | \$ 199 | \$ 199 | \$ 201 | \$ 1,173 |
| County Bond Retire | 0.0190 | \$ | 77 | \$ 85 | \$ 85 | \$ 86 | \$ 87 | \$ 506 |
| Roads and Bridges | 0.0930 | \$ | 379 | \$ 417 | \$ 417 | \$ 421 | \$ 425 | \$ 2,479 |
| St. Louis Community College | 0.2787 | \$ | 1,136 | \$ 1,249 | \$ 1,249 | \$ 1,261 | \$ 1,274 | \$ 7,429 |
| Special School District | 1.0158 | \$ | 4,139 | \$ 4,551 | \$ 4,551 | \$ 4,596 | \$ 4,642 | \$ 27,075 |
| Metropolitan Zoo Museum District | 0.2455 | \$ | 1,000 | \$ 1,100 | \$ 1,100 | \$ 1,111 | \$ 1,122 | \$ 6,544 |
| University City Library | 0.3450 | \$ | 1,406 | \$ 1,546 | \$ 1,546 | \$ 1,561 | \$ 1,577 | \$ 9,196 |
| School - University City | 4.6963 | \$ | 19,135 | \$ 21,039 | \$ 21,039 | \$ 21,250 | \$ 21,462 | \$ 125,176 |
| Metropolitan Sewer District | 0.1041 | \$ | 424 | \$ 466 | \$ 466 | \$ 471 | \$ 476 | \$ 2,775 |
| Sewers - Deer Creek | 0.0810 | \$ | 330 | \$ 363 | \$ 363 | \$ 367 | \$ 370 | \$ 2,159 |
| City of University City | 0.6200 | \$ | 2,526 | \$ 2,778 | \$ 2,778 | \$ 2,805 | \$ 2,833 | \$ 16,526 |
| Dev. Disability- Productive Living Brd | 0.0840 | \$ | 342 | \$ 376 | \$ 376 | \$ 380 | \$ 384 | \$ 2,239 |
| Commercial Surcharge | 1.7000 | \$ | 6,927 | \$ 7,616 | \$ 7,616 | \$ 7,692 | \$ 7,769 | \$ 45,312 |
| Totals | 9.6674 | \$ | 39,390 | \$ 43,310 | \$ 43,743 | \$ 43,743 | \$ 44,180 | \$ 257,677 |

**DELMAR BOULEVARD REDEVELOPMENT AREA
TAX IMPACT ANALYSIS**

FIGURE 5: TAX IMPACT – REAL PROPERTY WITH ABATEMENT

| Tax Abatement Amount | Residential Tax Rate | Commercial Tax Rate | Base Year | | | | | 100% | | | | | |
|--|-------------------------|------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | | | 0% | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total | | | | |
| State of Missouri | 0.0300 | 0.0300 | \$ 444 | \$ 444 | \$ 444 | \$ 444 | \$ 444 | \$ 444 | \$ 444 | \$ 444 | \$ 444 | \$ 444 | \$ 2,219 |
| County General | 0.1650 | 0.1860 | 2,526 | 2,526 | 2,526 | 2,526 | 2,526 | 2,526 | 2,526 | 2,526 | 2,526 | 2,526 | 12,631 |
| County Health Fund | 0.1110 | 0.1250 | 1,699 | 1,699 | 1,699 | 1,699 | 1,699 | 1,699 | 1,699 | 1,699 | 1,699 | 1,699 | 8,495 |
| County Park Maintenance | 0.0400 | 0.0440 | 608 | 608 | 608 | 608 | 608 | 608 | 608 | 608 | 608 | 608 | 3,040 |
| County Bond Retire | 0.0190 | 0.0190 | 281 | 281 | 281 | 281 | 281 | 281 | 281 | 281 | 281 | 281 | 1,405 |
| Roads and Bridges | 0.0830 | 0.0930 | 1,268 | 1,268 | 1,268 | 1,268 | 1,268 | 1,268 | 1,268 | 1,268 | 1,268 | 1,268 | 6,342 |
| St. Louis Community College | 0.2787 | 0.2787 | 4,122 | 4,122 | 4,122 | 4,122 | 4,122 | 4,122 | 4,122 | 4,122 | 4,122 | 4,122 | 20,612 |
| Special School District | 1.0158 | 1.0158 | 15,026 | 15,026 | 15,026 | 15,026 | 15,026 | 15,026 | 15,026 | 15,026 | 15,026 | 15,026 | 75,128 |
| Metropolitan Zoo Museum District | 0.2455 | 0.2455 | 3,631 | 3,631 | 3,631 | 3,631 | 3,631 | 3,631 | 3,631 | 3,631 | 3,631 | 3,631 | 18,157 |
| University City Library | 0.3500 | 0.3450 | 5,157 | 5,157 | 5,157 | 5,157 | 5,157 | 5,157 | 5,157 | 5,157 | 5,157 | 5,157 | 25,784 |
| School - University City | 4.3049 | 4.6963 | 65,272 | 65,272 | 65,272 | 65,272 | 65,272 | 65,272 | 65,272 | 65,272 | 65,272 | 65,272 | 326,362 |
| Metropolitan Sewer District | 0.1041 | 0.1041 | 1,540 | 1,540 | 1,540 | 1,540 | 1,540 | 1,540 | 1,540 | 1,540 | 1,540 | 1,540 | 7,699 |
| Sewers - Deer Creek | 0.0660 | 0.0810 | 1,037 | 1,037 | 1,037 | 1,037 | 1,037 | 1,037 | 1,037 | 1,037 | 1,037 | 1,037 | 5,187 |
| City of University City | 0.5840 | 0.6200 | 8,785 | 8,785 | 8,785 | 8,785 | 8,785 | 8,785 | 8,785 | 8,785 | 8,785 | 8,785 | 43,926 |
| Dev. Disability- Productive Living Brd | 0.0710 | 0.0840 | 1,103 | 1,103 | 1,103 | 1,103 | 1,103 | 1,103 | 1,103 | 1,103 | 1,103 | 1,103 | 5,516 |
| Commercial Surcharge | - | 1.7000 | 6,927 | 6,927 | 6,927 | 6,927 | 6,927 | 6,927 | 6,927 | 6,927 | 6,927 | 6,927 | 34,634 |
| Totals | 7.4680 | 9.6674 | \$ 119,427 | \$ 119,427 | \$ 119,427 | \$ 119,427 | \$ 119,427 | \$ 119,427 | \$ 119,427 | \$ 119,427 | \$ 119,427 | \$ 119,427 | \$ 597,137 |

FIGURE 6: TAX IMPACT SUMMARY

**Delmar Boulevard Redevelopment Area
Tax Impact Analysis Summary**

| | Term of Abatement | | |
|---|---|---|---|
| | Est. Real Property Taxes After Development (No Abatement) | Est. Real Property Taxes After Development (With Abatement) | Est. Payment In Lieu of Taxes (PILOTS) |
| State of Missouri | \$ 11,230 | \$ 2,219 | 2,219 |
| County General | \$ 62,997 | \$ 12,631 | 12,631 |
| County Health Fund | \$ 42,376 | \$ 8,495 | 8,495 |
| County Park Maintenance | \$ 15,243 | \$ 3,040 | 3,040 |
| County Bond Retire | \$ 7,190 | \$ 1,405 | 1,405 |
| Roads and Bridges | \$ 31,674 | \$ 6,342 | 6,342 |
| St. Louis Community College | \$ 105,462 | \$ 20,612 | 20,612 |
| Special School District | \$ 384,385 | \$ 75,128 | 75,128 |
| Metropolitan Zoo Museum District | \$ 92,899 | \$ 18,157 | 18,157 |
| University City Library | \$ 132,309 | \$ 25,784 | 25,784 |
| School - University City | \$ 1,639,432 | \$ 326,362 | 326,362 |
| Metropolitan Sewer District | \$ 39,392 | \$ 7,699 | 7,699 |
| Sewers - Deer Creek | \$ 25,375 | \$ 5,187 | 5,187 |
| City of University City | \$ 221,949 | \$ 43,926 | 43,926 |
| Dev. Disability - Productive Living Brd | \$ 27,213 | \$ 5,516 | 5,516 |
| Commercial Surcharge | \$ 45,312 | \$ 34,634 | 34,634 |
| Total | \$ 2,839,124 | \$ 597,137 | \$ 597,137 |

**DELMAR BOULEVARD REDEVELOPMENT AREA
TAX IMPACT ANALYSIS**

FIGURE 7: TAX IMPACT BY TAXING DISTRICT

| Delmar Boulevard Redevelopment Area State of Missouri Tax Revenue Comparison Before/After Development | | Delmar Boulevard Redevelopment Area St. Louis County General Tax Revenue Comparison Before/After Development | | Delmar Boulevard Redevelopment Area County Health Fund Tax Revenue Comparison Before/After Development | | Delmar Boulevard Redevelopment Area County Park Maintenance Tax Revenue Comparison Before/After Development | | Delmar Boulevard Redevelopment Area County Roads and Bridges Tax Revenue Comparison Before/After Development | | | |
|---|---|---|---|---|---|--|---|---|---|-------|-------|
| Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | | |
| Base | | Base | | Base | | Base | | Base | | | |
| Tax Year | | Tax Year | | Tax Year | | Tax Year | | Tax Year | | | |
| Year 1 | 2,228 | 444 | 444 | Year 1 | 12,349 | 2,526 | 2,526 | Year 1 | 2,989 | 608 | 608 |
| Year 2 | 2,228 | 444 | 444 | Year 2 | 12,349 | 2,526 | 2,526 | Year 2 | 2,989 | 608 | 608 |
| Year 3 | 2,250 | 444 | 444 | Year 3 | 12,472 | 2,526 | 2,526 | Year 3 | 3,019 | 608 | 608 |
| Year 4 | 2,250 | 444 | 444 | Year 4 | 12,472 | 2,526 | 2,526 | Year 4 | 3,019 | 608 | 608 |
| Year 5 | 2,273 | 444 | 444 | Year 5 | 12,597 | 2,526 | 2,526 | Year 5 | 3,049 | 608 | 608 |
| \$ | 11,230 | \$ | 2,219 | \$ | 62,239 | \$ | 12,631 | \$ | 15,064 | \$ | 3,040 |
| Delmar Boulevard Redevelopment Area County Bond Retirement Tax Revenue Comparison Before/After Development | | Delmar Boulevard Redevelopment Area County Health Fund Tax Revenue Comparison Before/After Development | | Delmar Boulevard Redevelopment Area County Health Fund Tax Revenue Comparison Before/After Development | | Delmar Boulevard Redevelopment Area County Health Fund Tax Revenue Comparison Before/After Development | | Delmar Boulevard Redevelopment Area County Health Fund Tax Revenue Comparison Before/After Development | | | |
| Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | | |
| Base | | Base | | Base | | Base | | Base | | | |
| Tax Year | | Tax Year | | Tax Year | | Tax Year | | Tax Year | | | |
| Year 1 | 8,307 | 1,699 | 1,699 | Year 1 | 1,699 | 1,699 | 1,699 | Year 1 | 1,699 | 1,699 | 1,699 |
| Year 2 | 8,307 | 1,699 | 1,699 | Year 2 | 1,699 | 1,699 | 1,699 | Year 2 | 1,699 | 1,699 | 1,699 |
| Year 3 | 8,390 | 1,699 | 1,699 | Year 3 | 1,699 | 1,699 | 1,699 | Year 3 | 1,699 | 1,699 | 1,699 |
| Year 4 | 8,390 | 1,699 | 1,699 | Year 4 | 1,699 | 1,699 | 1,699 | Year 4 | 1,699 | 1,699 | 1,699 |
| Year 5 | 8,474 | 1,699 | 1,699 | Year 5 | 1,699 | 1,699 | 1,699 | Year 5 | 1,699 | 1,699 | 1,699 |
| \$ | 41,867 | \$ | 8,495 | \$ | 8,495 | \$ | 8,495 | \$ | 8,495 | \$ | 8,495 |
| Delmar Boulevard Redevelopment Area County Bond Retirement Tax Revenue Comparison Before/After Development | | Delmar Boulevard Redevelopment Area County Health Fund Tax Revenue Comparison Before/After Development | | Delmar Boulevard Redevelopment Area County Health Fund Tax Revenue Comparison Before/After Development | | Delmar Boulevard Redevelopment Area County Health Fund Tax Revenue Comparison Before/After Development | | Delmar Boulevard Redevelopment Area County Health Fund Tax Revenue Comparison Before/After Development | | | |
| Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | | |
| Base | | Base | | Base | | Base | | Base | | | |
| Tax Year | | Tax Year | | Tax Year | | Tax Year | | Tax Year | | | |
| Year 1 | 1,411 | 281 | 281 | Year 1 | 281 | 281 | 281 | Year 1 | 6,209 | 1,268 | 1,268 |
| Year 2 | 1,411 | 281 | 281 | Year 2 | 281 | 281 | 281 | Year 2 | 6,209 | 1,268 | 1,268 |
| Year 3 | 1,425 | 281 | 281 | Year 3 | 281 | 281 | 281 | Year 3 | 6,271 | 1,268 | 1,268 |
| Year 4 | 1,425 | 281 | 281 | Year 4 | 281 | 281 | 281 | Year 4 | 6,271 | 1,268 | 1,268 |
| Year 5 | 1,440 | 281 | 281 | Year 5 | 281 | 281 | 281 | Year 5 | 6,334 | 1,268 | 1,268 |
| \$ | 7,112 | \$ | 1,405 | \$ | 1,405 | \$ | 1,405 | \$ | 31,295 | \$ | 6,342 |

**DELMAR BOULEVARD REDEVELOPMENT AREA
TAX IMPACT ANALYSIS**

FIGURE 7: TAX IMPACT BY TAXING DISTRICT (CONTINUED)

| Delmar Boulevard Redevelopment Area St. Louis Community College Tax Revenue Comparison Before/After Development | | Delmar Boulevard Redevelopment Area Special School District Tax Revenue Comparison Before/After Development | |
|---|--|--|--------------------------------------|
| Tax Year | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Payments in Lieu of Taxes (PILOT) |
| | Base | Base | |
| Year 1 | 20,699 | 4,122 | 4,122 |
| Year 2 | 20,699 | 4,122 | 4,122 |
| Year 3 | 20,906 | 4,122 | 4,122 |
| Year 4 | 20,906 | 4,122 | 4,122 |
| Year 5 | 21,115 | 4,122 | 4,122 |
| | \$ 104,326 | \$ 20,612 | \$ 20,612 |
| Delmar Boulevard Redevelopment Area University City Library Tax Revenue Comparison Before/After Development | | | |
| Tax Year | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Payments in Lieu of Taxes (PILOT) |
| | Base | Base | |
| Year 1 | 18,233 | 3,631 | 3,631 |
| Year 2 | 18,233 | 3,631 | 3,631 |
| Year 3 | 18,416 | 3,631 | 3,631 |
| Year 4 | 18,416 | 3,631 | 3,631 |
| Year 5 | 18,600 | 3,631 | 3,631 |
| | \$ 91,898 | \$ 18,157 | \$ 18,157 |
| Delmar Boulevard Redevelopment Area Metropolitan Zoo/Museum District Tax Revenue Comparison Before/After Development | | | |
| Tax Year | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Payments in Lieu of Taxes (PILOT) |
| | Base | Base | |
| Year 1 | 321,481 | 65,272 | 65,272 |
| Year 2 | 321,481 | 65,272 | 65,272 |
| Year 3 | 324,696 | 65,272 | 65,272 |
| Year 4 | 324,696 | 65,272 | 65,272 |
| Year 5 | 327,943 | 65,272 | 65,272 |
| | \$ 1,620,297 | \$ 326,362 | \$ 326,362 |
| Delmar Boulevard Redevelopment Area Metropolitan Sewer District Tax Revenue Comparison Before/After Development | | | |
| Tax Year | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Payments in Lieu of Taxes (PILOT) |
| | Base | Base | |
| Year 1 | 75,444 | 15,026 | 15,026 |
| Year 2 | 75,444 | 15,026 | 15,026 |
| Year 3 | 76,199 | 15,026 | 15,026 |
| Year 4 | 76,199 | 15,026 | 15,026 |
| Year 5 | 76,961 | 15,026 | 15,026 |
| | \$ 380,246 | \$ 75,128 | \$ 75,128 |

**DELMAR BOULEVARD REDEVELOPMENT AREA
TAX IMPACT ANALYSIS**

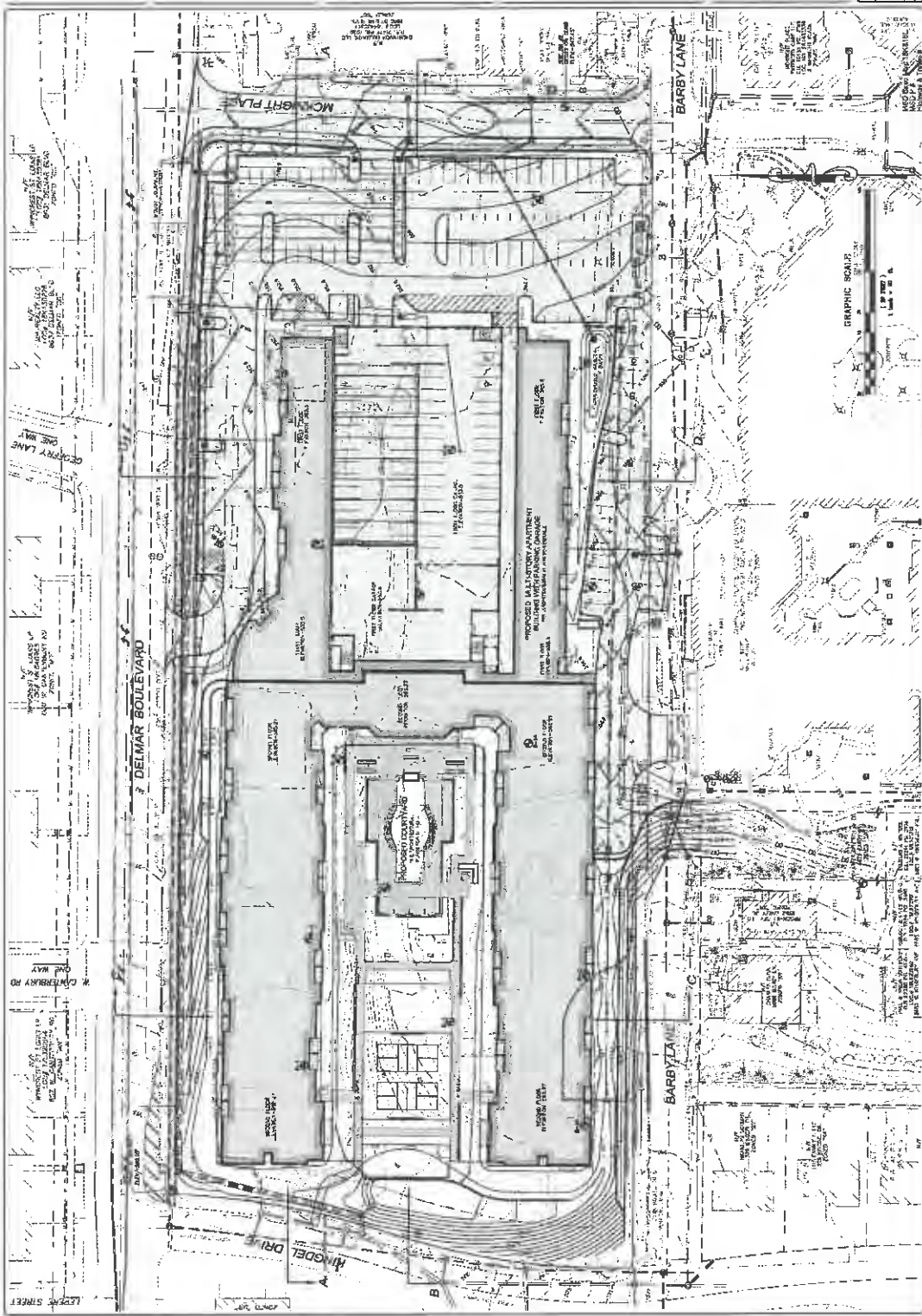
FIGURE 7: TAX IMPACT BY TAXING DISTRICT (CONTINUED)

| Delmar Boulevard Redevelopment Area City of University City Tax Revenue Comparison Before/After Development | | Delmar Boulevard Redevelopment Area Development Disabilities - Productive Living Board Tax Revenue Comparison Before/After Development | | Delmar Boulevard Redevelopment Area Sewers - Deer Creek Tax Revenue Comparison Before/After Development | |
|---|--|---|----------|--|---|
| Base | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Base | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) |
| Tax Year | Payments in Lieu of Taxes (PILOT) | Payments in Lieu of Taxes (PILOT) | Tax Year | Payments in Lieu of Taxes (PILOT) | Payments in Lieu of Taxes (PILOT) |
| Year 1 | 43,535 | 8,785 | Year 1 | 5,331 | 1,103 |
| Year 2 | 43,535 | 8,785 | Year 2 | 5,331 | 1,103 |
| Year 3 | 43,971 | 8,785 | Year 3 | 5,385 | 1,103 |
| Year 4 | 43,971 | 8,785 | Year 4 | 5,385 | 1,103 |
| Year 5 | 44,410 | 8,785 | Year 5 | 5,439 | 1,103 |
| | \$ 219,422 | \$ 43,926 | | \$ 26,871 | \$ 5,516 |
| Delmar Boulevard Redevelopment Area Commercial Surcharge Tax Revenue Comparison Before/After Development | | | | | |
| Base | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) | Base | Est. Real Property Taxes After Development (Without Abatement) | Est. Real Property Taxes After Development (With Abatement) |
| Tax Year | Payments in Lieu of Taxes (PILOT) | Payments in Lieu of Taxes (PILOT) | Tax Year | Payments in Lieu of Taxes (PILOT) | Payments in Lieu of Taxes (PILOT) |
| Year 1 | 7,616 | 6,927 | Year 1 | 4,969 | 1,037 |
| Year 2 | 7,616 | 6,927 | Year 2 | 4,969 | 1,037 |
| Year 3 | 7,692 | 6,927 | Year 3 | 5,019 | 1,037 |
| Year 4 | 7,692 | 6,927 | Year 4 | 5,019 | 1,037 |
| Year 5 | 7,769 | 6,927 | Year 5 | 5,069 | 1,037 |
| | \$ 45,312 | \$ 34,634 | | \$ 25,045 | \$ 5,187 |

APPENDIX D

PRELIMINARY SITE PLAN

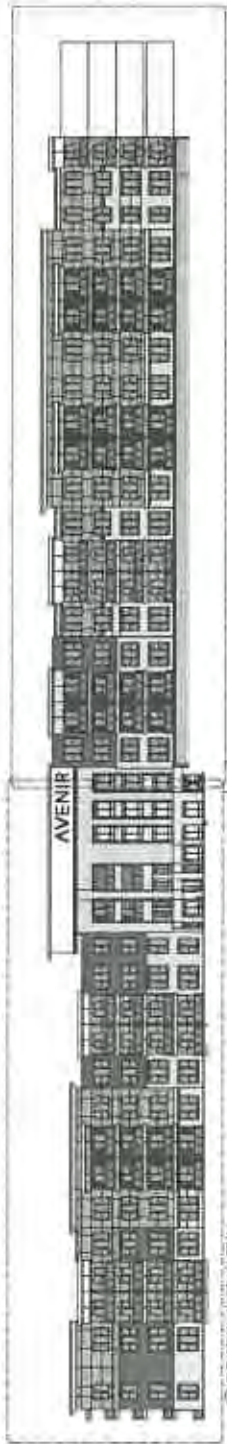
[Attached]



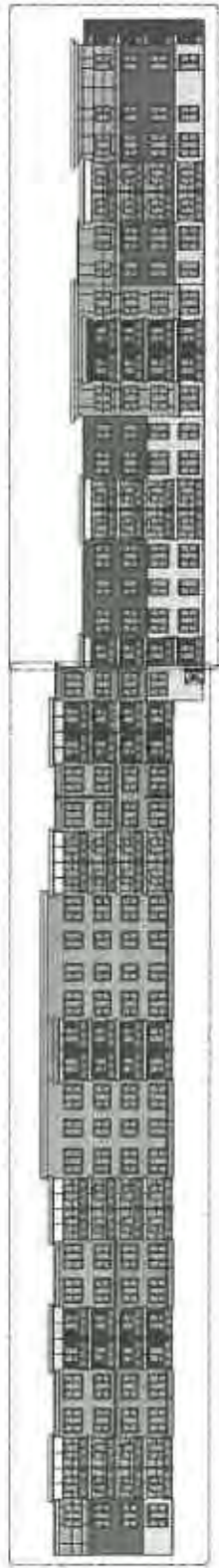
APPENDIX E

PRELIMINARY ELEVATIONS

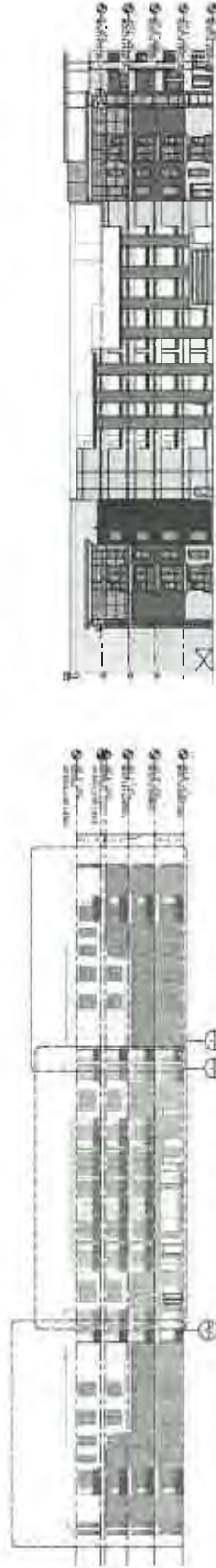
[Attached]



ELEVATION - NORTH AND WEST OVERALL



ELEVATION - EAST AND WEST OVERALL



ELEVATION - NORTH AND EAST OVERALL

EXTERIOR FINISH SPECIFICATIONS

| SYMBOL | DESCRIPTION |
|----------|-------------|
| [Symbol] | CONCRETE |
| [Symbol] | BRICK |
| [Symbol] | GLASS |
| [Symbol] | WOOD |
| [Symbol] | PAINT |
| [Symbol] | ROOFING |
| [Symbol] | LANDSCAPE |
| [Symbol] | MECHANICAL |
| [Symbol] | ELECTRICAL |
| [Symbol] | PLUMBING |
| [Symbol] | FINISH |

EXTERIOR ELEVATION KEYED NOTES

1. FINISH MATERIALS TO BE USED AS SHOWN ON THESE DRAWINGS.
2. FINISH MATERIALS TO BE USED AS SHOWN ON THESE DRAWINGS.
3. FINISH MATERIALS TO BE USED AS SHOWN ON THESE DRAWINGS.
4. FINISH MATERIALS TO BE USED AS SHOWN ON THESE DRAWINGS.
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14. FINISH MATERIALS TO BE USED AS SHOWN ON THESE DRAWINGS.
15. FINISH MATERIALS TO BE USED AS SHOWN ON THESE DRAWINGS.
16. FINISH MATERIALS TO BE USED AS SHOWN ON THESE DRAWINGS.
17. FINISH MATERIALS TO BE USED AS SHOWN ON THESE DRAWINGS.
18. FINISH MATERIALS TO BE USED AS SHOWN ON THESE DRAWINGS.
19. FINISH MATERIALS TO BE USED AS SHOWN ON THESE DRAWINGS.
20. FINISH MATERIALS TO BE USED AS SHOWN ON THESE DRAWINGS.

EXT. ELEVATION GENERAL NOTES

1. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.
2. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.
3. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.
4. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.
5. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.
6. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.
7. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.
8. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.
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11. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.
12. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.
13. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.
14. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.
15. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.
16. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.
17. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.
18. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.
19. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.
20. ALL MATERIALS AND FINISHES TO BE USED AS SHOWN ON THESE DRAWINGS.

APPENDIX F

DEVELOPER'S "BUT FOR" AFFIDAVIT

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

COMES NOW, Charles Deutsch, and being first duly sworn, on his oath states:

1. I am over the age of eighteen (18) and competent to testify to the following matters of my own knowledge and on behalf of Delmar View Proeprties, LLC, a Missouri corporation.
2. I am the President of Delmar View Proeprties, LLC, the proposed developer of the Redevelopment Project pursuant to the Delmar Boulevard Urban Redevelopment Plan (the "**Plan**").
3. In my opinion, the redevelopment area as defined in the Plan (the "**Redevelopment Area**") on the whole (a) is a "blighted area" as that term is defined in the blight study attached to the Plan as Exhibit B (the "**Blight Study**"), and (b) has not been subject to growth and recent development through investment by private enterprise.
4. In my opinion, the Redevelopment Area would not reasonably be anticipated to be sufficiently redeveloped without the adoption of tax abatement because the Redevelopment Area requires significant public infrastructure investment in order to (i) demolish obsolete, outmoded and deteriorated structures; and (ii) remedy other conditions contributing to blight, as set forth in the Blight Study. As such, implementation of the Redevelopment Project involves unusual and extraordinary expense which make the Redevelopment Project financial infeasible in the market place. As such, but for the tax abatement, the Redevelopment Project is not economically feasible, and cannot be undertaken.
5. Delmar View Proeprties, LLC would not and could not be reasonably expected to develop the Redevelopment Area without tax abatement.

[Notarized signature on the following page.]

DELMAR VIEW PROPERTIES, LLC

By:

President

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

On this 9th day of March 2022, before me, a Notary Public, personally appeared CHARLES J. DEUTSCH the **President of DELMAR VIEW PROPERTIES, LLC**, a Missouri corporation, known to me to be the person described in the foregoing instrument and who, pursuant to due authority, executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Carol J. Schneider

Notary Public

My Commission Expires: 3/19/22



APPENDIX G

CERTIFICATE OF GOOD STANDING

[Attached]

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

AVENIR REDEVELOPMENT CORPORATION
RD1393966

was created under the laws of this State on the 4th day of September, 2020, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 9th day of March, 2022.


Secretary of State



Certification Number: CERT-03092022-0073

APPENDIX H

NON-COLLUSIVE AFFIDAVIT

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

CHARLES DEUTSCH, being first duly sworn, deposes and says:

That he is the **President** of **DELMAR VIEW PROPERTIES, LLC** (the "**Developer**"), the party proposing the urban redevelopment plan to which this affidavit is attached (the "**Development Plan**"), that such Development Plan is genuine and not collusive or sham; that said Developer has not colluded, conspired, connived or agreed, directly or indirectly, with any person, to put in a sham proposal or to refrain from submitting a proposal, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the terms of the Plan, or to secure any advantage against the City of University City, Missouri, or any person interested in the proposed Plan; and that all statements in said Plan are not tainted by any collusion, conspiracy and connivance.

DELMAR VIEW PROPERTIES, LLC,

By: _____

President

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

On this 16th day of March, 2022, before me, a Notary Public, personally appeared CHARLES J. DEUTSCH, the **President** of **DELMAR VIEW PROPERTIES, LLC**, a Missouri corporation, known to me to be the person described in the foregoing instrument and who, pursuant to due authority, executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Carol J. Schneider

Notary Public

My Commission Expires: 3/19/22

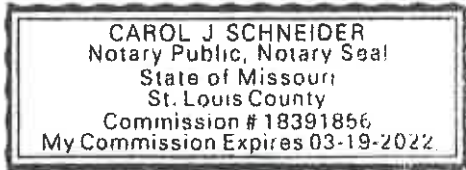


EXHIBIT B

DEVELOPMENT AND PERFORMANCE AGREEMENT

(On file in the office of the City Clerk)

DEVELOPMENT AND PERFORMANCE AGREEMENT
FOR THE
DELMARE BOULEVARD REDEVELOPMENT AREA
AMONG THE
CITY OF UNIVERSITY CITY, MISSOURI,
DELMAR VIEW PROPERTIES, LLC
AND THE
AVENIR REDEVELOPMENT CORPORATION
Dated as of September ____, 2022

| | | |
|----------|-------|---|
| Recitals | | 1 |
|----------|-------|---|

ARTICLE I

INCORPORATED ITEMS; DEFINITIONS; EXHIBITS

| | | |
|-------------|-------------------|---|
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| Section 1.2 | Exhibits..... | 3 |

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| Section 2.7 | Insurance..... | 4 |
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| Section 4.4 | Repayment of Tax Abatement Upon Sale..... | 7 |

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| Exhibit A - Legal Description of the Redevelopment Area | | |
| Exhibit B - Form of Certificate of Substantial Completion | | |
| Exhibit C - Form of Transferee Agreement | | |

DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS DEVELOPMENT AND PERFORMANCE AGREEMENT is made and entered into as of this ____ day of September, 2022 (this “Agreement”), by and between the **CITY OF UNIVERSITY CITY, MISSOURI**, a home-rule city organized and existing under its charter and the laws of the State of Missouri (the “City”), **DELMAR VIEW PROPERTIES, LLC**, a Missouri limited liability company (the “Developer”), and the **AVENIR REDEVELOPMENT CORPORATION**, a Missouri urban redevelopment corporation (the “Corporation”) (the City, the Developer and the Corporation may each be referred to herein as a “Party,” and collectively as the “Parties”).

RECITALS

A. On March 11, 2022, pursuant to Chapter 353 of the Revised Statutes of Missouri (“Chapter 353”) and Section 510.050 et seq. of the City Code, an affiliate of the Developer submitted the “Development Plan for Delmar Boulevard Redevelopment Area” (the “Development Plan”) for an approximately 6.2-area site located south of Delmar Boulevard between McKnight Place and Kingdel Drive in the City and more particularly described on **Exhibit A** attached hereto (the “Redevelopment Area”).

B. The Development Plan contemplates the remediation of blighted conditions in the Redevelopment Area through the construction of a development consisting of approximately 262 residential apartments, 1,300 square feet of commercial space, and related parking and infrastructure (the “Redevelopment Project”).

C. The City Council held a duly-noticed public hearing with respect to the Redevelopment Project on September __, 2022.

D. On September __, 2022, the City Council adopted Ordinance No. ____ (1) finding and declaring the Redevelopment Area to be a “blighted area,” (2) approving the Development Plan and (3) authorizing and directing the City to enter into an agreement with the Developer and the Corporation in substantially the form of this Agreement.

E. In furtherance of the Redevelopment Project and pursuant to Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri and the City Charter, the City Council, on September __, 2022, also adopted Ordinance No. ____, authorizing the City to issue its Taxable Industrial Revenue Bonds (Delmar Boulevard Redevelopment Area Project), Series 2022, in the maximum principal amount of \$90,000,000 (the “Bonds”) and approving certain documents in connection therewith for the purpose of facilitating a sales tax exemption on construction materials for the Redevelopment Project (the issuance of the Bonds and the execution of the related documents are referred to herein as the “Chapter 100 Transaction”).

F. The Parties desire to enter into this Agreement to describe the process by which the Developer will complete or cause the completion of the Redevelopment Project and the terms upon which the Redevelopment Project will receive real property tax abatement as contemplated by the Development Plan and sales tax exemption as contemplated by the Chapter 100 Transaction.

NOW, THEREFORE, for and in consideration of the foregoing Recitals (which are incorporated into this Agreement as an integral part hereof) and the promises, covenants and agreements contained herein, the Parties hereby agree as follows:

ARTICLE I

INCORPORATED ITEMS; DEFINITIONS; EXHIBITS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words and terms shall have the following meanings:

“*Abatement Compliance Manager*” means the St. Louis County officer performing the duties as set forth herein on behalf of the St. Louis County Department of Revenue - Office of Compliance, or any successor thereto.

“*Affiliate*” means any entity that is controlled by the Developer or Charles Deutsch & Company or controlled by the same entity or entities that control the Developer or Charles Deutsch & Company.

“*Approving Ordinance*” means Ordinance No. _____, adopted by the City Council on September __, 2022.

“*Assessor*” means the St. Louis County Assessor.

“*Certificate of Substantial Completion*” means the Certificate of Substantial Completion in substantially the same form as **Exhibit B** attached hereto, to be delivered by the Developer pursuant to **Section 2.6**.

“*Chapter 100 Documents*” means the trust indenture, base lease, lease agreement and bond purchase agreement approved by Ordinance No. _____ and executed as part of the Chapter 100 Transaction.

“*Chapter 353*” means Chapter 353 of the Revised Statutes of Missouri.

“*City*” means the City of University City, Missouri.

“*City Code*” means the University City Municipal Code, as the same may be amended from time to time.

“*Collector*” means the St. Louis County Collector of Revenue.

“*Construction Inspector*” means such licensed engineer or architect either employed by or retained and designated by the City from time to time, and/or such individuals as may be designated to carry out inspections on behalf of the City’s planning and public works departments.

“*Corporation*” means the Avenir Redevelopment Corporation, an urban redevelopment corporation formed under Chapter 353, and its permitted successors and assigns.

“*Developer*” means Delmar View Properties, LLC and its permitted successors and assigns.

“*Development Plan*” means the Development Plan for Delmar Boulevard Redevelopment Area approved by the City pursuant to the Approving Ordinance.

“*PILOTS*” means, collectively, the unabated ad valorem real property taxes and payments in lieu of taxes to be made by the Developer pursuant to **Section 4.1(a)**.

“*Project Site*” means the real property within the Redevelopment Area that the Developer determines is necessary to complete the Redevelopment Project.

“*Redevelopment Area*” means the real property described on **Exhibit A** attached hereto, upon which the Redevelopment Project will be constructed.

“*Transferee Agreement*” means the Transferee Agreement in substantially similar form to **Exhibit C** to be entered into in conjunction with certain transfers of property within the Redevelopment Area.

Section 1.2 Exhibits. The following exhibits are attached to and incorporated into this Agreement:

- (a) Exhibit A – Legal Description of the Redevelopment Area
- (b) Exhibit B – Form of Certificate of Substantial Completion
- (c) Exhibit C – Form of Transferee Agreement

ARTICLE II

THE REDEVELOPMENT PROJECT

Section 2.1 Project Construction. Subject to the terms and conditions of this Agreement, the Developer shall construct, or cause the construction of, the Redevelopment Project in accordance with the Development Plan, this Agreement and all applicable federal, state and local laws, rules, regulations, ordinances and approvals.

Section 2.2 Project Site Acquisition.

(a) The Developer hereby confirms and represents that, as of the date of this Agreement, it owns the Project Site.

(b) Simultaneously with the execution of this Agreement, the Developer and the City shall enter into the Chapter 100 Documents, including a base lease and lease agreement.

(c) The Corporation shall acquire the Project Site during the first six months of the calendar year in which the Redevelopment Project is expected to receive a post-completion assessment by the Assessor (with the purpose of the Corporation’s acquisition to be the initiation of the tax abatement contemplated by the Development Plan and this Agreement). Notwithstanding the foregoing, the Corporation shall not be required to accept title to the Project Site unless the Certificate of Substantial Completion has been approved or deemed approved by the City pursuant to **Section 2.6**.

(d) The Corporation shall immediately transfer title to the Project Site back to the Developer.

Section 2.3 Relocation. The relocation of any person or business from the Redevelopment Area, if any, shall be completed in conformance with applicable state law and City ordinances. The Parties acknowledge that no relocations are anticipated.

Section 2.4 Schedule. The Developer shall cause the completion of the Redevelopment Project by December 31, 2025, subject to any excusable delay permitted by **Section 3.1**; provided, however, in no

event shall the required date to complete the Redevelopment Project be extended beyond December 31, 2026.

Section 2.5 City Approvals to Control. The Developer shall obtain or cause to be obtained all necessary zoning, building and other permits and approvals in conjunction with the completion of the Redevelopment Project. Notwithstanding anything to the contrary contained herein, the applicable zoning, building and other permits and approvals shall control the specific development of the Redevelopment Project.

Section 2.6 Substantial Completion. After substantial completion of the Redevelopment Project in accordance with the provisions of this Agreement, the Developer shall furnish to the Construction Inspector a Certificate of Substantial Completion certifying the substantial completion of the Redevelopment Project. The Construction Inspector shall, within 60 days following delivery of the Certificate of Substantial Completion, carry out such inspections as he deems necessary to verify to his reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. If the Construction Inspector fails to approve or reject the Certificate of Substantial Completion in writing within such 60-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 30 days from receipt of such notice to accept or reject the Certificate of Substantial Completion in writing. The Certificate of Substantial Completion shall be deemed accepted by the Construction Inspector unless, prior to the end of the additional 30-day period, the Construction Inspector furnishes the Developer with specific written objections to the status of the Redevelopment Project, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion by the Construction Inspector or upon the lapse of the additional 30-day period without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the St. Louis County Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to complete the Redevelopment Project.

Section 2.7 Insurance.

(a) The Developer will cause there to be insurance for the Redevelopment Project as hereinafter set forth at all times during the process of constructing the Redevelopment Project and continuing (with respect to (ii) and (iii) below) during the term of this Agreement. The policies for such insurance shall be placed with financially sound and reputable insurers licensed to transact business in the State of Missouri. The Developer shall, from time to time at the request of the City, furnish the City with "Acord" certificates of insurance on:

(i) Builder's risk insurance, written on the so called "Builder's Risk – Completed Value Basis," in an amount equal to one hundred percent (100%) of the projected insurable value of the Redevelopment Project at the date of completion (the Parties acknowledge that such insurance may not be available until demolition is complete and vertical construction begins);

(ii) Property and casualty insurance to keep the Redevelopment Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible clauses). "Full Insurable Value" means the actual replacement cost of the Redevelopment Project;

(iii) 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 2022 is equal to \$3,065,952 for all claims arising

out of a single accident or occurrence and \$459,893 for any one person in a single accident or occurrence). 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

(iv) Workers' compensation insurance, with statutorily required coverage.

(b) Simultaneously with the execution of this Agreement and annually thereafter prior to the delivery of the Certificate of Substantial Completion, the Developer shall provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the City Attorney) 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). The Developer agrees to provide immediate written notice to the City when a cancellation, termination, expiration or modification of the applicable contractual liability policy occurs.

ARTICLE III

EXCUSABLE DELAY

Section 3.1 Excusable Delay. Notwithstanding anything to the contrary contained herein, the Development Plan or the Approving Ordinance, the time periods provided for herein shall be automatically extended by the number of days of delay caused by actions or events beyond the control of the Developer (but not to exceed one year), including acts of God, labor disputes, strikes, lockouts, civil disorder, war, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with the construction or cause the construction of the Redevelopment Project (provided all conditions precedent to the issuance of said permits and/or authorizations have been met and such permits or authorizations were applied for in a timely manner), shortage or delay in the shipment of material or fuel, governmental action, fire, unusually adverse weather conditions, wet soil conditions, unavoidable casualties, litigation relating to the Development Plan, the Approving Ordinance, the Chapter 100 Transaction or any element of the Redevelopment Project, or any causes beyond the Developer's reasonable control, or by any other cause that the City Manager in his or her reasonable discretion determines may justify the delay (an "Excusable Delay"). The Parties agree that as of the date of this Agreement, no condition or event exists that would justify an Excusable Delay. The Developer shall notify the City in writing within 30 days after a claimed event of the cause of the Excusable Delay. An Excusable Delay shall not include any condition or circumstance caused or extended by the Developer or an Affiliate or attributable to actions or inaction by the Developer or an Affiliate.

ARTICLE IV

TAX ABATEMENT AND SALES TAX EXEMPTION

Section 4.1 Tax Abatement.

(a) Ad valorem real property tax abatement pursuant to Chapter 353 and the Development Plan shall begin in the year in which the Corporation acquires title to the Project Site, as described in **Section 2.2(c)**, and, subject to **Section 5.2**, shall continue for four additional years (i.e., five years of tax abatement total). During the tax abatement period, the Project Site shall annually be subject to:

(i) unabated ad valorem real property taxes determined based on the then-current tax levy and the assessed value of the land included in the Project Site, exclusive of improvements, in the year prior to the Corporation's acquisition of the Project Site (as required by Section 353.110.1, RSMo.); plus

(ii) payments in lieu of taxes in an amount that, when added to the amount due under (i) above, collectively equal the amount of ad valorem real property taxes that would be due on the Project Site based on the then-current ad valorem real property tax rate at the Project Site, a commercial assessed value of \$407,460 and a residential assessed value of \$1,071,740 (i.e., the 2021 assessed value of land and improvements at the Project Site).

Accordingly, **during the** abatement period the value of (i) plus (ii) (or the PILOTs) shall equal the **ad valorem** real property taxes that would otherwise be due based on the then-current tax levy and the assessed value of the Project Site, land and the improvements thereon, in 2021.

(b) Following the period described in subsection (a), the Project Site, including the improvements thereon, shall be subject to assessment and payment of all ad valorem taxes based on the full true value of the Project Site and the improvements thereon.

(c) PILOTs shall be paid to the Collector annually by December 31. The Parties acknowledge their expectation that the real property tax bills provided by the Collector will reflect the appropriate amount of taxes and PILOTs due pursuant to this Agreement. However, the failure of the Collector to provide tax bills reflecting the appropriate amount of taxes and PILOTs due with respect to the Property pursuant to this Agreement will not excuse the Developer or any subsequent owner from paying all taxes and PILOTs by December 31 of the applicable year. PILOTs received by the Collector shall be distributed among all taxing districts whose property tax revenues are affected by the tax abatement provided herein on the same pro rata basis and in the same manner as ad valorem real property tax revenues.

Section 4.2 Emergency Service District Payments. Notwithstanding any provision hereof to the contrary, the Developer shall make or cause to be made any payments to emergency service districts required by Section 353.110.4(2) of the Revised Statutes of Missouri (which payments, if any, the Parties expect to be billed and collected in the same manner as PILOT Payments described in **Section 4.1**, however, the failure of the Collector to include such payments to emergency service districts on any property tax bill shall not relieve the Developer of its obligation to make such payments, if any).

Section 4.3 Sales Tax Exemption and Chapter 100 Transaction.

(a) The City shall issue the Bonds and close the Chapter 100 Transaction simultaneously with the execution of this Agreement.

(b) Upon issuance of the Bonds (or such earlier time as the City Council may approve), the City will provide a project exemption certificate to the Developer or its designee for the purpose of exempting the purchase of construction materials for the Redevelopment Project from sales and use taxes to the extent provided by law.

(c) Promptly following the acceptance or deemed acceptance of the Certificate of Substantial Completion pursuant to **Section 2.6**, the City and the Developer shall cooperate to cause the termination of the Chapter 100 Documents as described in **Article XI** of the Lease Agreement between the City and the Developer entered into as part of the Chapter 100 Transaction.

(d) Simultaneously with the issuance of the Bonds, the Developer shall pay all costs of the Chapter 100 Transaction, including fees payable to the City's attorneys and the Bond trustee, and a City bond issuance fee of \$100,000.

Section 4.4 Repayment of Tax Abatement Upon Sale.

(a) If the Developer sells fee simple title to the Redevelopment Project to an entity other than an entity controlled by or under common with the Developer or Charles Deutsch & Company prior to the initiation of tax abatement or during any year in which tax abatement is available pursuant to **Section 4.1**, then, notwithstanding anything to the contrary contained herein, the Developer shall, upon the closing of such sale, pay to the City an amount not to exceed the lesser of (i) the amount set forth in Subsection (b) below, or (ii) the sum all prior real property tax abatement received hereunder by the Developer and no further tax abatement under **Section 4.1** shall be available for the Redevelopment Project.

(b) Subject to Subsection (a) above, the total amount due to the City shall equal 50% of the amount of Net Profit from such sale. As used herein, (i) "*Net Profit*" means the Net Sale Proceeds paid to the Developer less total equity paid or contributed by the Developer; and (ii) "*Net Sales Proceeds*" means the cash proceeds actually received by the Developer from the gross sales price of the Redevelopment Project less all transaction costs including, but not limited to, brokerage fees and commissions, title and escrow fees, legal fees, and lender fees. For purposes of the foregoing calculation, commencing in the year in which the Corporation acquires title to the Project Site, the Developer's equity shall be increased by 8% per annum (on a compounding basis).

If the Developer believes that the amount due to the City is controlled by this subsection, it shall provide the City with an accounting certified by a certified public accountant detailing the Net Profits resulting from the sale of the Redevelopment Project. The City shall have 30 days to provide written objections to the accountant's certification and if no objections are provided, the certification shall be deemed accepted by the City.

(c) This Section expressly does not apply to sales that occur after the expiration of tax abatement pursuant to **Section 4.1**.

ARTICLE V DEFAULT AND REMEDIES

Section 5.1 Default. The occurrence and continuance of the following shall constitute an "Event of Default:"

(a) the Developer or subsequent property owner fails to make or cause the punctual payment of the PILOTs owed on or before the due date and such failure is not cured to the City Attorney's satisfaction within ten (10) days after the City gives written notice of the default to the Developer or subsequent property owner (provided, however, that all PILOTs paid after their due dates will be subject to interest and penalties at the same rate as late payments of real property taxes); or

(b) the Developer fails to timely perform, in all material respects, any obligation or covenant of the Developer under this Agreement, and such failure is not cured to the City Attorney's satisfaction within thirty (30) days after the City gives written notice thereof to the Developer, or if it cannot reasonably be cured within thirty (30) days, then, subject to **Section 2.4** and **Section 3.1**, for such additional time as may be necessary to cure such default so long as the Developer is diligently proceeding to effect a cure of such default; or

(c) the Developer commits an Event of Default as defined in any of the Chapter 100 Documents.

Section 5.2 Remedies; Results of Termination.

(a) Upon the occurrence of an Event of Default, (i) the City or any other taxing district levying an ad valorem real property tax at the Project Site may bring an action against the Developer or subsequent property owner to enforce any remedy available by law, including specific performance to enforce any payments due under this Agreement, and/or (ii) the City may terminate this Agreement.

(b) Upon the termination of this Agreement pursuant to this Section, a declaration of abandonment shall be filed with the St. Louis County Recorder of Deeds, and the Project Site and the improvements thereon shall from that date be subject to assessment and payment of all ad valorem taxes based on the true full value of the Project Site and the improvements thereon.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1 Modifications; Successors and Assigns. The terms, conditions and provisions of this Agreement and of the Development Plan shall not be modified or amended except by mutual agreement in writing among the City, the Developer and the Corporation (provided that if the Corporation has already transferred the Project Site to the Developer pursuant to **Section 2.2(c)**, no agreement of the Corporation is necessary). This Agreement shall be binding upon and inure to the benefit of the City, the Developer and the Corporation and their respective assigns and successors in interest or title to all or any portion of the Redevelopment Area; provided, neither the Corporation nor the Developer may assign its rights under this Agreement except in accordance with the provisions of **Section 6.2**.

Section 6.2 Right to Transfer the Project Site and the Redevelopment Project.

(a) *Transfer.* Subject to the provisions of subsections (b) and (c) below, the Developer or the Corporation may voluntarily sell, lease, assign, transfer, convey and/or otherwise dispose of (hereinafter collectively referred to as a “Transfer”) their respective interests in the Redevelopment Project or any portion thereof to any entity without the City’s prior written consent, if the transferor provides written notice to the City within thirty (30) days following such Transfer. Upon a Transfer, unless otherwise expressly elected by the transferor, all of the transferor’s rights and obligations hereunder with respect to the subject property, including, without limitation, those concerning construction, maintenance, use, tax abatement and the payment of PILOTs, shall transfer to such transferee, and the transferor shall be released from any and all further obligations under this Agreement with respect to the subject property.

(b) *Transfer to Third Party Prior to Completion of Construction.* If the proposed Transfer (1) is to a party other than an Affiliate and (2) occurs before the City’s acceptance or deemed acceptance of the Certificate of Substantial Completion, then such Transfer shall include an assignment of this Agreement and be subject to the requirements of subsection (c) below and to the City Manager’s prior written consent (which consent shall not be unreasonably withheld or delayed upon a reasonable demonstration that the proposed transferee is sufficiently experienced and financially capable to undertake and complete the Redevelopment Project and the proposed assignee provides evidence to the City Attorney’s satisfaction that it will satisfy the requirements of **Section 2.7** and **Section 6.10** at the time of assignment). In the event of any Transfer under this Subsection, all rights and obligations of the transferor hereunder with respect to the subject property, including, without limitation, those concerning construction, maintenance, use, tax

abatement and the payment of PILOTs, shall transfer to the transferee, and the transferor shall be released from any and all further obligations under this Agreement with respect to the subject property.

(c) *Transferee Agreement.* No such Transfer shall occur without the prior execution of a Transferee Agreement with the City. The parties agree that the intention of each Transferee Agreement is to protect the transferor and the City by ensuring that transferees of the Redevelopment Project or portions thereof receive actual notice of the rights, duties and obligations contained in this Agreement prior to taking ownership, and nothing contained in a Transferee Agreement that is in accordance with **Exhibit C** shall be deemed to impose any rights, duties or obligations that are not imposed pursuant to this Agreement.

(d) *Financing.* Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent or Transferee Agreement shall be required in connection with, the right of a party to encumber or collaterally assign its interest in the Redevelopment Project or any portion thereof or its rights and interests in this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project, 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; provided that all entities lending credit to such party that will obtain a secured interest in the party's interest in the Redevelopment Project through a mortgage, deed of trust or other security interest, will include the following language (or such other language acceptable to the City Attorney) in the applicable mortgage, deed of trust or other security instrument:

Recognition of Lender to terms of Development and Performance Agreement. Lender agrees that for so long as the [property description] is subject to and receiving abatement of ad valorem real property taxes pursuant to the Development and Performance Agreement dated _____, 2022 among the City of University City, Missouri, Delmar View Properties, LLC and a the Avenir Redevelopment Corporation, the [Mortgage] shall be subject to the terms of the Development and Performance Agreement and the Lender's rights under such [Mortgage] shall be subordinate to the payment of PILOTs in the same manner as if such PILOTs were ad valorem real property taxes.

Section 6.3 Indemnification and Hold Harmless.

(a) The indemnification and covenants contained in this Section shall survive expiration or earlier termination of this Agreement.

(b) The Developer hereby agrees that, anything to the contrary herein notwithstanding, it will defend, indemnify and hold harmless the City, its governing body members, employees and agents against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including attorneys' fees and court costs) resulting from, arising out of, or in any way connected with (i) the Developer's or the Corporation's failure to comply with any provision of this Agreement, (ii) the negligence or intentional misconduct of the Developer, the Corporation or an Affiliate, or their respective officers, employees and agents, (iii) the presence of hazardous wastes, hazardous materials or other environmental contaminants on any property within the Redevelopment Area, or (iv) otherwise arising out of the construction of the Redevelopment Project, the adoption of the Development Plan, the administration of this Agreement or the Chapter 100 Transaction. If the validity or construction of Chapter 353, the Approving Ordinance and/or any other ordinance of the City adopted in connection with this Agreement, the Development Plan or the Chapter 100 Transaction or affecting the proposed Redevelopment Project are contested in court, the Developer shall defend, hold harmless and indemnify the City from and against all claims, demands and/or liabilities of any kind whatsoever including, without limitation, any claim for

attorney fees and court costs, and the Developer shall pay any monetary judgment and all court costs rendered against the City, if any.

(c) Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer or the Corporation for damages or otherwise if all or any part of Chapter 353, the Approving Ordinance and/or any other ordinance of the City adopted in connection with this Agreement, the Development Plan, the Chapter 100 Transaction or the Redevelopment Corporation is 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.

(d) Notwithstanding the foregoing terms of this Section, the Developer is not obligated to defend, hold harmless or indemnify the City with respect to any matter or expense resulting from or arising out of the gross negligence or willful misconduct of the City.

Section 6.4 Notice. Whenever notice or other communication is called for herein to be given or is otherwise given pursuant hereto, it 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) In the case of the City, to:

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

with copies to:

John F. Mulligan, Jr.
Attorney at Law
6 Carrswold
Clayton, Missouri 63105
jfmulliganjr@aol.com

(b) In case of the Developer, to:

Delmar View Properties, LLC
c/o Charles Deutsch & Company
One McKnight Place
St. Louis, Missouri 63124
Attn: Charles J. Deutsch
cdeutsch@gatecodevelopment.com

with a copy to:

Spencer Fane LLP
1 N. Brentwood Boulevard, Suite 1000
St. Louis, Missouri 63105
Attn: Robert Preston, Esq.
rpreston@spencerfane.com

(c) In case of the Corporation, to:

Avenir Redevelopment Corporation
c/o Charles Deutsch & Company
One McKnight Place
St. Louis, Missouri 63124
Attn: Charles J. Deutsch
cdeutsch@gatecodevelopment.com

with a copy to:

Spencer Fane LLP
1 N. Brentwood Boulevard, Suite 1000
St. Louis, Missouri 63105
Attn: Robert Preston, Esq.
rpreston@spencerfane.com

All said notices by mail shall be deemed given on the day of deposit in the mail. A change of designated officer or address may be made by a Party by providing written notice of such request to the other party.

Section 6.5 Severability. The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provision that it cannot be presumed that the parties hereto would have agreed to the valid provisions of this Agreement, or unless the court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the Parties.

Section 6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 6.7 Developer's Right of Termination. At any time the Developer may, by giving written notice to the City and the Corporation, terminate this Agreement. Upon termination of this Agreement, the Parties shall have no further rights or obligations hereunder except as may expressly survive termination.

Section 6.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Section 6.9 Reimbursement of City Expenses. The Developer shall reimburse the City or cause reimbursement to the City for the City's reasonable and actual expenses incurred by the City in connection with the approval and administration of this Agreement, the Development Plan and the Chapter 100 Transaction.

Section 6.10 Federal Work Authorization Program. The Developer and any subsequent owner receiving tax abatement will comply with and satisfy the requirements of Section 285.530.2, RSMo., which requires (a) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (b) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Developer or subsequent owner shall provide such affidavit and documentation to the City upon execution of this Agreement and annually on or before November 15 of each year during the term of this Agreement, beginning November 15, 2023.

Section 6.11 Recording. The Developer shall, within 30 days of execution, record this Agreement in the real property records of the St. Louis County County Recorder of Deeds and upon such recording shall provide a copy to the City.

Section 6.12. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 6.13. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer and the Corporation each certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written.

CITY OF UNIVERSITY CITY, MISSOURI

(SEAL)

By: _____
Gregory Rose, City Manager

ATTEST:

LaRette Reese, City Clerk

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

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public, appeared **GREGORY 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**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its City Council, and said officers acknowledged said instrument to be executed for the purposes therein stated and as 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: _____
Notary Public – State of Missouri
Commissioned in St. Louis County

(SEAL)

My Commission Expires:

DELMAR VIEW PROPERTIES, LLC

By: _____
Name: _____
Title: _____

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

On this ___ day of _____, 2022, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of **DELMAR VIEW PROPERTIES, LLC**, 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.

Name: _____
Notary Public – State of Missouri
Commissioned in St. Louis County

(SEAL)

My Commission Expires:

**AVENIR REDEVELOPMENT
CORPORATION**

By: _____
Name: _____
Title: _____

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

On this ____ day of _____, 2022, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of the **AVENIR REDEVELOPMENT CORPORATION**, a Missouri redevelopment corporation, and that he is authorized to sign the foregoing instrument on behalf of said redevelopment corporation, and acknowledged to me that he executed the within instrument as said redevelopment 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.

Name: _____
Notary Public – State of Missouri
Commissioned in St. Louis County

(SEAL)

My Commission Expires:

[Development and Performance Agreement]

EXHIBIT A

LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA

EXHIBIT B

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SUBSTANTIAL COMPLETION

DELMAR VIEW PROPERTIES, LLC (the “Developer”), pursuant to that certain Development and Performance Agreement dated as of _____, 2022 (the “Agreement”), among the City of University City, Missouri (the “City”), the Developer, and the Avenir Redevelopment Corporation, hereby certifies to the City as follows:

1. That as of _____, 20____, the Redevelopment Project has been substantially completed in accordance with the Agreement.
2. The Redevelopment Project has been completed in a workmanlike manner and in accordance with all applicable zoning, building and other permits issued by the City.
3. Lien waivers for the Redevelopment Project have been obtained.
4. This Certificate of Substantial Completion is accompanied by the project architect’s certificate 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), certifying that the Redevelopment Project 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 Redevelopment Project.
6. The City’s acceptance (below) in writing to this Certificate and the recordation of this Certificate with the St. Louis County County Recorder, shall evidence the satisfaction of the Developer’s agreements and covenants to complete the Redevelopment Project.

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.

All certifications or statements made or set forth in this Certificate of Substantial Completion are made solely for the benefit of the City and shall not be relied upon or used for any purpose by any third party in any proceeding, claim or contest of any kind, nature or character.

All capitalized 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__.

DELMAR VIEW PROPERTIES, LLC

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
City Manager

(Insert Notary Form(s) and Legal Description)

EXHIBIT C

FORM OF TRANSFEREE AGREEMENT

This **TRANSFEREE AGREEMENT** (“Transferree Agreement”) is entered into this ____ day of _____, 20__, by and between the **CITY OF UNIVERSITY CITY, MISSOURI** (the “City”) and _____, a _____ corporation (“Transferree”).

RECITALS

A. The real property located at _____ is subject to that certain Development and Performance Agreement dated as of _____, 2022 (the “Development Agreement”) among the City, Delmar View Properties, LLC (the “Developer”) and the Avenir Redevelopment Corporation, which Development Agreement was recorded in the St. Louis County Recorder of Deeds Office on _____, 2022, as Document No. _____. Capitalized words used herein, but not otherwise defined, have the meanings set forth in the Development Agreement.

B. **Section 6.2** of the Development Agreement requires, as a condition precedent to certain transfers of the Redevelopment Project, that the proposed transferee enter into and deliver to the City this Transferree Agreement, obligating the Transferree to comply with the requirements and the obligations of the Developer under the Development Agreement.

C. The parties desire to enter into this Transferree Agreement to satisfy the conditions precedent set forth in **Section 6.2** of the Development Agreement.

NOW, THEREFORE, for and in consideration of the promises and the covenants entered herein, City and Transferree agree as follows:

1. The Transferree has entered into a purchase contract with the Developer, or an authorized successor and assign, pursuant to which the Transferree will acquire the Redevelopment Project.

2. The Transferree acknowledges that it has been provided with and/or has reviewed the Development Agreement, the Development Plan and the Approving Ordinance.

3. The Transferree acknowledges and agrees that its acquisition, use and enjoyment of the Redevelopment Project and any future disposition of the the Redevelopment Project are subject to the terms of the Development Agreement, the Development Plan and the Approving Ordinance.

4. The Transferree acknowledges that in the event of the sale, lease, sublease, assignment, or other voluntary or involuntary disposition of the the Redevelopment Project, the obligations of the Development Agreement shall continue and shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective subsequent transferees as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, tenant, transferee or other possessor thereof were originally a party to and bound by the Development Agreement. The Transferree assumes the duty to notify any purchaser, tenant, transferee or other possessor of the Redevelopment Project of its rights, duties and obligations under the Development Agreement.

5. The parties agree that the intention of this Transferree Agreement is to ensure that Transferree has actual notice of the rights, duties and obligations contained in the Development Agreement

prior to taking ownership of the Redevelopment Project, and nothing contained in this Transferee Agreement shall be deemed to impose any rights, duties or obligations that are not imposed pursuant to the Development Agreement.

6. This Transferee Agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF UNIVERSITY CITY, MISSOURI

(SEAL)

Attest:

By: _____
City Manager

City Clerk

[TRANSFEREE]

By: _____
Name: _____
Title: _____

