



MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Tuesday, September 27, 2022
6:30 p.m.

The public may also observe via:

Webinar via the link below

<https://us02web.zoom.us/j/85645103638?pwd=VUJEd0pxQjl2QThUUUdHRHFNRHU0dz09>

Passcode: 268229

Live Stream via YouTube:

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

AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS

1. Extra Mile Day
2. Leo Bressler 100th Birthday

E. APPROVAL OF MINUTES

1. September 12, 2022 – Study Session Minutes (Fire Department Dispatch Services)
2. September 12, 2022 – Regular Meeting Minutes

F. APPOINTMENTS to BOARDS AND COMMISSIONS

None

G. SWEARING IN TO BOARDS AND COMMISSIONS

None

H. CITIZEN PARTICIPATION

Request to Address the Council Forms are located on the ledge just inside the entrance. Please complete and place the form in the basket at the front of the room.

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

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

I. PUBLIC HEARINGS

1. 2022 Annual Property Tax Rates
2. Easement Vacation – Brisco Place (Bill 9476)
3. Easement Vacation – Barby Lane – South of Delmar (Bill 9477)
4. Easement Vacation – Mcknight Place South of Delmar (Bill 9478)
5. Easement Vacation – Elmore Court (Bill 9479)
6. Easement Vacation – Orchard Court (Bill 9480)
7. Easement Vacation – Richard Court (Bill 9481)
8. Proposed Development Plan for the Delmar Blvd. Redevelopment Area (Bill 9486)
9. Liquor License – Nobu Restaurant (6523 Delmar Blvd.)

J. CONSENT AGENDA

1. Ratification of Emergency Purchases due to Flooding
2. Liquor License – Nobu Restaurant (6523 Delmar Blvd.)
3. Westgate Ave. Supplement Agreement

K. CITY MANAGER’S REPORT (vote required)

1. Annex Trinity Update - Trivers
2. Site Plan Review and Approval for the University City Annex and Trinity Building renovation (SPR 22-03).
3. Conditional Use Permit at 7001 Olive Boulevard – (CUP 22-07) temporary food truck operation.

L. UNFINISHED BUSINESS

1. **Bill 9476** - AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF BRISCOE PLACE.
2. **Bill 9477** – AN ORDINANCE VACATING AND SURRENDERING A PORTION OF THE BARBY LANE RIGHT-OF-WAY.
3. **Bill 9478** – AN ORDINANCE VACATING AND SURRENDERING A PORTION OF MCKNIGHT PLACE RIGHT-OF-WAY.
4. **Bill 9479** – AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF ELMORE COURT.
5. **Bill 9480** – AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF ORCHARD COURT.
6. **Bill 9481** – AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF RICHARD COURT.
7. **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.”
8. **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.
9. **Bill 9484** – AN ORDINANCE APPROVING A RIGHT-OF-WAY DEDICATION PLAT FOR A PORTION OF TRINITY AVENUE, NORTH OF DELMAR BOULAVARD, ADJACENT TO THE CITY HALL CIVIC COMPLEX.
10. **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.
11. **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.

M. NEW BUSINESS

Resolutions (vote required)

1. **Res 2022-10** – 2022 Annual Property Tax Rates.
2. **Res 2022-11** – Declaring Certain Property Tax Revenues to Be Surplus.

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

None

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

Updated 26th day of September 2022.
LaRette Reese
City Clerk, MRCC



**PROCLAMATION
OF THE
CITY OF UNIVERSITY CITY**

2022 "EXTRA MILE DAY"

WHEREAS; The City of University City, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS; The City of University City, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS; The City of University City, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS; The City of University City, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2022.

NOW, THEREFORE, The City Council of University City in the State of Missouri, do hereby proclaim November 1, 2022, to be Extra Mile Day. We urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

WHEREOF, The City Council of University City in the State of Missouri have hereunto set our hands and caused the Seal of the City of University City to be affixed this 27th 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; longevity of life is a blessing for an individual and for a community which benefits from the knowledge, creativity, and experiences this individual brings to all; and

WHEREAS; Leo Bressler was born October 22, 1922 to immigrant parents from Russia and Poland and was raised in north St. Louis, Missouri; and

WHEREAS; Leo Bressler graduated from Ben Blewitt high school on Enright Avenue, received a scholarship to Washington University where he graduated in 1943 with a degree in chemical engineering; and

WHEREAS; Leo Bressler is a United States Navy veteran; where he served as a communications officer aboard the USS LST ferrying men and equipment for England to France; and

WHEREAS; Leo Bressler had a long successful engineering career and was one of the founding members of Sigma Chemical, which later became Sigma-Aldrich, ; and

WHEREAS; Leo Bressler retired in 1996, and today enjoys the many mementos and reminders of simpler times like the "Firefly Club" which encouraged kids to catch fireflies; and

WHEREAS; during his long and productive lifetime, Leo Bressler has earned the respect and admiration of his family, friends and people from all walks of life.

NOW, THEREFORE, The City Council of University City in the State of Missouri extends to Mr. Leo Bressler, our sincere congratulations and best wishes for a very happy birthday.

WHEREOF, The City Council of University City in the State of Missouri have hereunto set our hands and caused the Seal of the City of University City to be affixed this 27th 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
CITY OF UNIVERSITY CITY
Fire Department Dispatch Services Proposal
VIA VIDEOCONFERENCE
Monday, September 12, 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, September 12, 2022, Mayor Terry Crow, called the meeting to order at 5:31 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; (excused)

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

2. CHANGES TO THE REGULAR AGENDA

Mr. Rose asked that Item J (1); Ratification of Flood Emergency Expenses be moved to the City Manager's Report.

3. FIRE DEPARTMENT DISPATCH SERVICES PROPOSAL

Mr. Rose stated this presentation is on the need to separate fire and police dispatch services, and how the City's service delivery for public safety will be enhanced by that separation.

Chief Hinson stated this presentation is in no way a dig at their current employees, merely a way to address the overwhelming call volumes they receive, maintain standards and provide citizens with the best options.

Current System

Current Dispatch Service provided by Police Department

- Police Dispatchers serve a secondary role as Fire Dispatchers
- No dispatchers are Emergency Medical Dispatch certified
- No dedicated Fire dispatcher on duty; (police call volume requires their attention)
- The focus is on police dispatching
- Supervised by the Police Department Command Staff

CAD (Computer Aided Dispatch) system is oriented for Police use

- CAD system is 22 years old and does not meet modern standards for Fire and EMS
- Current Dispatch System is not NFPA 1221 compliant

📌 *This leaves the department open to losing points with ISO, who rates every department on these values.*

Changes to Fire Dispatch - Modern Best Practices

- Emergency Medical Dispatchers
- Modern CAD system
- Vehicle Location System for each fire apparatus
- Intercommunication with Mutual Aid Partners (CAD to CAD)
 - This system is currently being implemented throughout the County
- Communication and Data available to Fire units on each incident; (Mobile Data Terminals)
- Compatibility with County funded Fire station reporting system
 - US Digital System
 - This system is not compatible with the City's PSAP system and therefore, will not be installed
- GIS data and the ability to route the closest unit to life threats and serious incidents

Emergency Medical Dispatching

- **Emergency Medical Dispatch (EMD)** refers to a system that enhances services provided by 911 Public Safety Answering Point (PSAP) call takers. It does so by allowing the call taker to quickly narrow down the caller's type of medical or trauma situation to better dispatch Emergency Services and provide quality instruction to the caller before Emergency Services arrive
 - EMD is the Best Practice in our industry – University City is the only PSAP in the county to not have EMDs answering Emergency 911 calls
 - Currently, University City Dispatch does not provide needed information to our Firefighter/Paramedics prior to their arrival or aid the caller in providing care to our citizens and visitors before our unit's arrival

✚ *Chief Hinson played a video demonstrating how the EMD system works.*

- UCPD dispatchers are NOT EMD certified
 - High Call volume and personnel shortages have prevented them from attending training or gaining certifications
 - Current system's function is geared toward Police support and dispatchers maintaining their required police certifications
- CCE911 (Central County) dispatchers are all EMD certified (since 1991)
 - CCE911 is NFPA 1221 compliant
 - Initial Training and Certification completed prior to being allowed to take calls
 - CCE911 provides its dispatchers with a Continuing Education program to maintain their EMD certification
 - Recertified every 2 years with 24 hours of continuing education
 - Monthly hands-on training
 - All AHA Healthcare Provider CPR certified (the same level of certification Fire/EMS and Emergency room personnel maintain)
- Uses Fire/EMS EMD-specific software to assist dispatchers in rapidly assessing the situation, allowing the most up-to-date information to be sent in real-time to responders via mobile data terminals

Current CAD System

- Currently, University City CAD is 22 years old and has not had significant innovations or improvements in the last 12 years. This current system uses a card format to assign fire units and has no ability to "know" the current locations of Fire Department apparatus
- System has no live backup or redundancy. When the current system goes down, dispatchers are using pen and paper

- Lacks the capability to:
 - Redirect the closest unit to a life-threatening or more emergent call.
 - track units as they respond to the incident
 - relay information gained after the initial dispatch
 - Lacks Mobile Data Terminal capability on the Fire Department side
 - show on-scene commanders' what units are responding to the emergency and plan in advance of their arrival

Modern CAD System

- CCE911 uses Tritech Enterprise Computer Aided dispatch system
 - GIS capability to "know" the location of all Fire Apparatus for University City and our Mutual Aid partners live
 - A capability that enables dispatchers to direct the closest unit to life threats and significant calls based upon the current location of the apparatus
 - Mobile data terminals in each apparatus are linked to CAD to receive live updates as calls unfold
 - Mapping capability to adjust to emergencies and give the most up-to-date information for that area to responders
 - System has a live redundant backup system that seamlessly fills in if the primary system fails

Vehicle Location for Each Apparatus

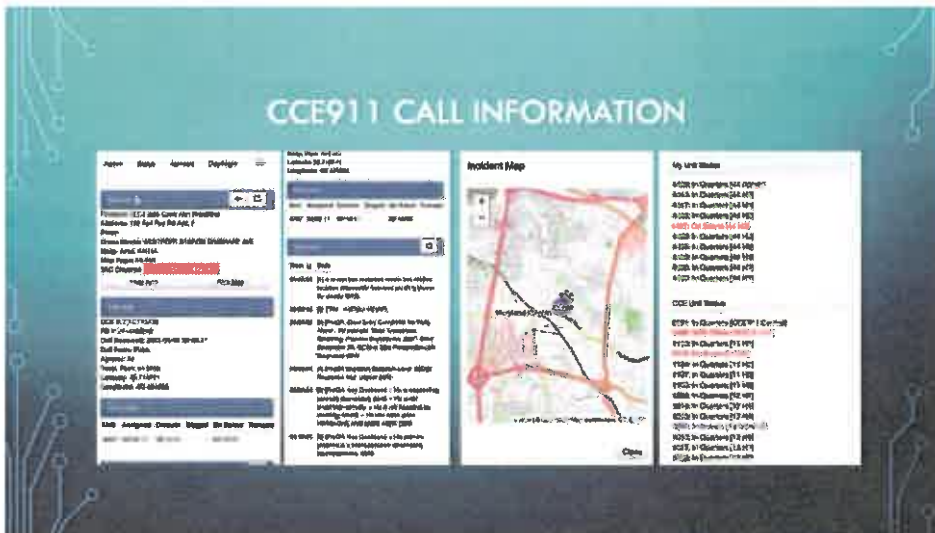
- The proposal includes the installation of Mobile Data Terminals and Wireless routers on each of the Fire Department Vehicles, and
- Sierra Wireless Routers that transmit current GPS coordinates of all apparatus live back to CCE911

Intercommunication between PSAPs

- Central County E911 uses Tritech Enterprise CAD, which has the capability to communicate with other CAD systems
- ECDC (East Central Dispatch Center) in Richmond Heights is going to Motorola Premier One this year and is coordinating with Motorola to connect its system to Central County. This will allow the two dispatch systems to share resources seamlessly
- St Louis City is in negotiations to acquire Motorola Premier One as well, allowing all Mutual Aid resources that assist the University City Fire Department connected and able to share information freely
- All other PSAPs have transitioned their Fire/EMS dispatching to CCE911 or ECDC except Kirkwood. Kirkwood has expanded to provide services for Des Peres to try to remain viable.

Communication and Data Available to Fire Units on Each Incident

- Mobile Data Terminals connected to Central County allow responding units to see the information coming into the dispatchers' live
 - Nature of emergency medical calls, what care is being instructed to callers, patient history, etc.
 - Private information that should not be transmitted over a radio. Location of hidden keys, door codes, phone numbers, patient information, etc. can be relayed through the computers privately and securely
 - Specific information about properties within the city can be set for specific addresses, including access codes, fire department pre-plans, etc.
 - Units can place themselves en route and on scene at incidents, making reports related to standard compliance more reliable and ensuring grants remain within reach of the city



Sample CCE911 call illustrating where the call is, what trucks are responding to the call, where trucks are located, the speed of the vehicle, what they are responding to, each step that has been taken, and any questions asked or responded to by the dispatcher. This system also redirects trucks to respond to the most critical life-threatening needs first.

GIS Data and Ability to Route Closest Unit to Life Threats and Serious Incidents

- Routers and Mobile Data Terminals give the CAD "knowledge" of Fire Apparatus at all times.
 - CAD will prompt for the closest unit to respond to or be redirected to life threats or significant calls.
 - Dispatchers will be able to locate and have knowledge of our unit's locations. This will make our personnel safer and provide the capability to correct a human error if a mistake happens. (O – Orchard, A – Archer)

Dispatch Time NFPA Compliance

Time of call to dispatch time

- NFPA 1221 requires 64 seconds or less

University City Dispatch

- From 7/1/21 to 8/30/22 the average time from call to dispatch was 4 minutes and 34 seconds

CCE911

- Less than 60 seconds on fire
- Immediate on a medical threat

Dispatch Time NFPA Compliance

- CCE911 has a minimum of 11 dispatchers/call takers on duty with a call volume of 143,000 calls per year
- University City has up to 3 dispatchers on duty with a call volume of 102,000 calls per year

⚠ *The difference in response times is based on the number of personnel.*

Dedication

- CCE911 has personnel dedicated to:
 - MDT and mobile router installation and maintenance
 - Network infrastructure maintenance and planning
 - GIS mapping personnel
 - Ongoing Fire/EMS dispatch training and innovation

- Maintaining an open channel of communication with its members for integration of department information into the dispatch platform.

Closing Comments

- Focus – Past versus today
 - Police oriented Focus
 - Looking for Fire/EMS-oriented Focus
- A desire to utilize the best practices in 2022
- EMD Certified Dispatchers
- Established Technology
 - Focusing limited resources where they are needed in the most efficient method possible
 - Connecting with our Mutual Aid Partners to increase response times
 - Putting information into the hands of our personnel enabling them to provide the best possible service
- Providing the most effective and efficient service to our citizens and visitors

Councilmember Clay posed the following questions to staff:

Q. What is the cost associated with this proposal?

A. (Chief Hinson): \$300,000 per year. It's a five-year contract with a 1/2% increase over that period, making the final cost \$307,000.

Q. What impact will this change have on the Police Department?

A. (Mr. Rose): It could only be positive since it reduces the number of calls that the police have to respond to. One of the variables I considered was hiring more dispatchers versus spending \$300,000 for this service. But the reality is that not only will contracting this service out reduce the burden on the City's police dispatchers, it will also provide so much more in terms of technology, equipment, Mutual Aid, and expertise.

A. (Chief Hinson): Every radio traffic dispatch made for a fire should be reviewed by dispatchers to make sure nothing was missed. But oftentimes this is not being done simply because of the volume of calls our dispatchers receive.

The way Central County's system integrates with our dispatchers is that when a 911 call comes in for the Fire Department, that dispatcher will now only have to push a button to be automatically connected to Central County while remaining on the line to determine whether there is a need for a police officer.

Q. So, this system will allow our dispatchers to solely focus on calls related to the Police Department without diminishing any of the services currently being provided?

A. (Chief Hinson): That is correct.

Q. Do you have a breakdown of how many of those 102,000 calls received are police-related?

A. Approximately 90% of those calls are for the police.

Councilmember Cusick posed the following questions to Chief Hinson:

Q. How many of the communities U City uses for Mutual Aid have implemented this system?

A. All of them.

Q. Are all of them currently utilizing this system?

A. Twenty-five out of thirty-five communities are currently utilizing Central County's system. Seven utilize East Central County, which is currently in the process of putting the Trittech System in place, and the other three; Kirkwood, Glendale, and Des Peres use Kirkwood's Dispatch, which already has Trittech.

Q. Does Central County have plans to increase the number of its staff?

A. They plan to add two new dispatchers to their staff.

Q. Is it correct that one dispatcher will answer a call to triage the situation while a second dispatcher is listening to dispatch the call?

A. *That's correct. They have two dispatchers that sit side-by-side.*

Q. What does NFPA 1221 Complaint mean?

A. *NFPA is the acronym for the National Fire Protection Association, which establishes the requirements for EMS/EMD dispatchers, training, response times, and the type of equipment that should be used.*

Mr. Rose stated although the section Chief Hinson is referring to only deals with dispatchers, NFPA standards cover other things, like the number of staffing required for operating each piece of equipment.

Councilmember Hales posed the following questions to Chief Hinson:

Q. When you referred to trucks, does that include ambulances and fire trucks?

A. *Yes, I'm referred to any emergency response vehicles.*

Q. Could you explain what toning-out means?

A. *There's an alert system on a truck that goes off to inform you what apparatus is going out and the engine house they are coming from; which we refer to as toning-out.*

Q. So, with the Tritech System, a dispatch would be able to push a button and send all of that information out instantaneously?

A. *Correct. They also install a computer screen at each firehouse that displays information about every call even before the tones drop.*

Q. Has U City ever had a policy that states dispatchers have to be EMD certified?

A. *I do not believe so. But now, we don't even have the option of sending our dispatchers to get this training because we're so understaffed.*

Q. How much would it cost the City to implement its own Tritech System?

A. *Eliminating the program needed for the police to write their reports, Tritech's system costs roughly between \$400 to \$750,000, depending on the depth of your program, plus an annual cost of \$80 to \$130,000 to maintain the system.*

Q. Does U City not have the capacity to locate specific hydrants like the CAD System?

A. *It does not. When a call comes in the driver has to look at a map to determine the nearest hydrants. And while the City could piecemeal all of this technology together with its current system, it would mean using second-party vendors for each aspect that all have their own separate operating systems.*

Q. What are ISO ratings?

A. *ISO is an insurance service organization that rates a fire department on its trucks, manpower, dispatch center, training, backup systems, and fire hydrants. Ratings range from 1 to 100, and U City's current rating is 3.79.*

Q. How do you believe this contract would have been beneficial during the recent flooding event when our system was overwhelmed with calls from residents?

A. *Every member of their staff is trained to be a dispatcher. So, during an emergency like the flood, all of their personnel, including supervisors, would be on the floor. There are no holds or dropped calls because they have a computer program that answers calls, triages the situation, and then prioritizes them based on the type of service being requested.*

Mr. Rose stated an ISO rating's direct impact on residents is cost because it affects the amount of insurance they pay. So, it is extremely important to maintain this rating at an acceptable level.

He then asked Chief Hampton if he would respond to Councilmember Clay's question about the impact this contract would have on the Police Department; specifically with respect to the complexity of answering calls for both departments, the extensive amount of training required for dispatching fire calls, and reassurance that the efforts of our current dispatchers would not be diminished?

Chief Hampton stated while dispatchers will still be responsible for receiving all 911 calls, instead of undertaking the extremely delicate task of correctly responding to and dispatching EMS and Mutual Aid calls; which are uncharacteristic from a police perspective, under this contract, they will only be tasked with making sure these calls are transferred to the County for discernment. So, the elimination of those calls will enhance rather than diminish the quality of service being provided.

He stated, for the most part, EMD training is viewed as a personal benefit for dispatchers. And while the department currently has three dispatchers that fall under this category, the attrition levels among his staff have made it difficult to provide all of his dispatchers with the opportunity to receive this training.

Mayor Crow posed the following questions to Chief Hinson:

Q. Are Central County's rates structured so that the City will be paying the same amount for this service as all of its other members?

A. While it is structured to operate as a co-op, rates are based on a municipalities' call volume, size, and real estate taxes, that is calculated by a set percentage for all of its members.

Q. So, does that mean that U City will be paying the same rate for a call?

A. Yes. However, Central County is owned by the five districts that initiated the service, and his understanding is that they pay a larger portion than its members.

Q. Is that because they are also receiving a return on their investment?

A. I don't know for sure. Members retain control of their department's operations and can provide input, but all decisions related to managing the agency are made by the owners.

Q. If we join, will U City be one of their largest participants?

A. Yes, we will.

Q. Since the City will be retaining all of its personnel, and expending an additional \$300,000 per year, there really does not seem to be any cost savings derived from utilizing this service. It just seems like a new budgeted item for enhanced service with no debit and credit equality, is that correct?

A. All of the department's communication equipment, as well as the computers for each truck, will be purchased and maintained by the agency. Communication lines currently cost the City about \$400 to \$700.00 a month, which does not include the annual fee paid for the software.

Q. Is this a new concept or has the Fire Department been down this road before?

A. My understanding is that the department outsourced these services to North Central a couple of years ago. North Central is now defunct, but the reason the City discontinued its contract was due to a significant increase in the price.

Mr. Rose noted that another added benefit would be a reduction in response times, which is extremely important.

4. ADJOURNMENT

Mayor Crow thanked Chiefs Hinson and Hampton for this presentation, and for keeping the community safe. He then adjourned the Study Session at 6:24 p.m.

LaRette Reese,
City Clerk, MRCC

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

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on Monday, September 12, 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; (*excused*)

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr., and Corey D. Williams, Public Information Officer, Office of Disaster Assistance, Field Operations for the U.S. Small Business Administration.

C. APPROVAL OF AGENDA

Mayor Crow noted that Mr. Rose requested that Item J (1); Ratification of Flood Emergency Expenses be moved to the City Manager's Report.

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

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

D. PROCLAMATIONS

1. Commission on Stormwater Recognition - A Proclamation recognizing and applauding the Commission on Stormwater Issues, the Director of Public Works, and staff upon receiving the 2022 James Lee Witt Local Award for Excellence in Floodplain Management.
2. Redbird Rookies Day in University City - A Proclamation recognizing the City's participation in the Redbird Rookies Program, and proclaiming Friday, September 30, 2022, as Redbird Rookies Day.

E. APPROVAL OF MINUTES

1. July 11, 2022, Study Session Minutes (Trinity/Annex Update); was moved by Councilmember Hales, it was seconded by Councilmember Cusick, and the motion was carried unanimously.
2. August 8, 2022, Study Session Minutes (Active Shooter and Proposed Bike Path); was moved by Councilmember Klein, it was seconded by Councilmember Clay, and the motion was carried unanimously.
3. August 8, 2022, Regular Meeting Minutes was moved by Councilmember McMahon, it was seconded by Councilmember Clay, and the motion was carried unanimously.
4. August 22, 2022, Special Session Minutes was moved by Councilmember Cusick, it was seconded by Councilmember Hales, and the motion was carried unanimously.

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

None.

G. SWEARING IN TO BOARDS AND COMMISSIONS

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

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. Parking Text Amendment

Mayor Crow opened the Public Hearing at 6:35 p.m., and after acknowledging the receipt of written comments, the hearing was closed at 6:36 p.m.

J. CONSENT AGENDA

1. Ratification – Flood Emergency Expenses; *(moved to City Manager's Report)*
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

Councilmember Cusick moved to approve Items 2 through 4 of the Consent Agenda, it was seconded by Councilmember McMahon, and the motion was carried unanimously.

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

1. Historic Flood Recovery Efforts Update

Mr. Rose stated this is an update on the recovery events for the floods that occurred on July 26th and 28th. The Disaster Recovery Center was opened on August 26th, to host several organizations working to assist businesses and residents who were impacted by these floods. And tonight, Corey Williams from the Small Business Administration's Office of Disaster Assistance is here to provide Counsel with information about their program.

Mr. Williams, Public Information Officer with the U.S. Small Business Administration (SBA), thanked the City's administration for allowing him to present this information.

He stated he has been in U City since August 9th, in response to the President's Declaration filed on August 8th for the flooding that occurred in St. Louis County, St. Charles County, and the City of St. Louis. The SBA's Individuals and Households Program (IHP) is a part of this Declaration that provides direct federal assistance to businesses, homeowners, renters, and non-profits.

The first step of this process is to register with FEMA by going to either disasterassistance.gov, calling 1-800-621-3362, downloading the FEMA mobile app, or visiting the Disaster Recovery Center located at Centennial Commons. This Center is open Monday through Friday from 8 a.m. to 6 p.m., and Saturdays from 9 a.m. to 5 p.m. Please note, that these hours may be modified based on the demonstrated need for service.

Once registered, FEMA has the option of referring applicants to the SBA's Office of Disaster Assistance, which administers the (IHP), and offers low-interest disaster assistance loans to the following four entities:

- Businesses can borrow up to 2 million dollars through the Economic Injury Disaster Loan Program that can be used as working capital to sustain their business, and/or repair/replace disaster-damaged real estate, machinery, inventory, and equipment. Interest rates can be as low as 2.935%, and there are no closing costs, application fees, or prepayment penalties. All loans are amortized for up to 30 years, and the first payment is deferred for five months.
- Nonprofits that have experienced an economic impact are treated similarly, in that they can also borrow up to 2 million dollars, with no closing costs, application fees, or prepayment penalties. However, in this instance, there is a fixed interest rate of 1.87%. Even though there is a filing deadline of March 8, 2023, it is important for businesses and nonprofits to be proactive, rather than waiting months to determine all of their economic injuries.
- It's important for homeowners and renters that receive a referral to SBA's program to complete their application because if they are not approved for a loan, they will be referred back to FEMA to see if they are eligible for assistance under the Other Needs Program. Participants in this program can borrow up to \$200,000 to repair or replace disaster-damaged real estate, and up to \$40,000 to repair or replace personal property; which includes vehicles. Interest rates are as low as 1.688%.

Mr. Williams stated this is the key connection for how the SBA partners with FEMA. Therefore, it is absolutely critical that applicants complete their applications as soon as possible once they are referred to the SBA; even if they are not interested in receiving a loan, to be referred back to FEMA for further grant assistance. Applications can also be made by going to disasterloanassistance.sba.gov or calling SBA's customer service number, 1-800-659-2955. Approved applicants are under no obligation to accept the funds.

The deadline to apply for physical damage is October 7, 2022, and the deadline for economic injury is March 8, 2023.

Mr. Rose asked if members of Council had any questions for Mr. Williams.

Councilmember Klein stated she and her husband visited the Disaster Recovery Center last week and in her opinion, some of the components described in this presentation, are not being clearly communicated. So, she hopes residents will be able to get the information presented here tonight because it certainly made things a lot clearer.

Mr. Williams stated he, as well as other customer service representatives from FEMA, are trying to put as much information out to the public as possible. However, one of the most common misperceptions seems to be that once an applicant is referred to the SBA and provided with a fact sheet, is that the process is complete. So, the more these facts can be disseminated, the better off everyone will be because the goal is to make sure that no one misses out on any of the benefits that are available to them.

Councilmember Clay echoed Councilmember Klein's comments about the succinct nature of this presentation, and asked Mr. Rose if the City could add this portion of the meeting to its flood of resources being provided to the public on the City's website? Mr. Rose stated he would work with Mike to see whether it is possible to carve out this presentation and put it on the site.

Councilmember Clay stated he would be interested in getting information about the upcoming deadlines to provide to his constituents.

Mr. Williams stated he believes there is a FEMA press release about these deadlines, which he will provide to Mr. Rose.

Councilmember Cusick stated a couple of residents who applied for a loan through the SBA expressed how confusing it was to complete the application online since some of the forms have to be

downloaded and notarized before being returned.

So, he was curious to know whether representatives at the Recovery Center have the capacity to help residents complete these forms, without going online? Mr. Williams stated the documents these residents are referring to are the loan closing documents that are required after an applicant has been approved. At this stage, the process can be expedited by working with a customer service representative at any Disaster Recovery Center who will walk them through all of the paperwork. These loans require a second mortgage, so U City residents can take any document that needs to be notarized and stamped to the St. Louis County Clerk's office.

Mayor Crow thanked Mr. Williams for this very insightful information.

Mr. Rose stated while staff is sensitive to the fact that some residents have been unable to access their homes and set out items for pickup, they have started their final pass-through for bulky item retrieval. So, at this point, he would like to stress that residents follow the normal standards for the pickup of any non-flood-related items. All of the following information related to pickups can be found on the City's Calendar:

- East Pickup - To be completed by September 16th
- Central Pickup - From September 19th through September 23rd
- West Pickup - From September 26th through September 30th

Mr. Rose stated the next plan is to file a Notice of Intent to participate in FEMA's Buy-Out Program and request funding for the construction of a detention basin. The application is due by September 23rd, so additional information will be forthcoming.

This week, Mr. Rose stated he is scheduled to meet with representatives from MSD to better understand their role relative to the management of River Des Peres, and whether they will be able to provide any financial support in the event FEMA approves the City's applications

Mr. Rose stated while staff is keeping a close watch on these figures, to date, the financial impact on the City's finances as a result of flooding, is approximately 1.65 million dollars. He stated Council's good judgment with respect to the need to be prepared for these kinds of disasters has led to the City being in a very strong financial position. That position should be reinforced by the expectation that some of these funds will be reimbursed by insurance and FEMA.

Councilmember Cusick asked Mr. Rose if he was aware of what the next steps would be once the application is submitted to FEMA? Mr. Rose stated beyond the submission of these applications he has no knowledge of what the next steps will consist of.

2. Ratification – Flood Emergency Expenses

Mr. Rose stated staff is recommending that Council consider the ratification of expenses related to purchases made as a result of the flooding. He stated he would like to add an additional item to these expenses; the purchase of a second trash truck for the amount of \$349,000. The addition of this truck will improve the City's sanitation operations, which are being hampered by equipment failures due to age. He stated Council's report outlines the type of equipment currently available and the age of that equipment.

Councilmember Hales asked Mr. Rose if it was correct, that this will be the second truck purchased this year; one of which was budgeted to be replaced in the next fiscal year? Mr. Rose stated that is correct. His recommendation is to expedite the purchase of that second truck to this year.

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

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. Bill Number 9472 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

2. **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 second and third time.

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

Roll Call Vote Was:

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

Nays: None.

M. NEW BUSINESS

Resolutions (vote required)

None

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

Introduced by Councilmember Hales

1. **Bill 9479** – AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF ELMORE COURT. Bill Number 9479 was read for the first time.

Introduced by Councilmember Clay

2. **Bill 9480** – AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF ORCHARD COURT. Bill Number 9480 was read for the first time.

Introduced by Councilmember Klein

3. **Bill 9481** – AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF RICHARD COURT. Bill Number 9481 was read for the first time.

Introduced by Councilmember Hales

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." Bill Number 9482 was read for the first time.

Introduced by Councilmember Cusick

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. Bill Number 9483 was read for the first time.

Introduced by Councilmember Klein

6. **Bill 9484** – AN ORDINANCE APPROVING A RIGHT-OF-WAY DEDICATION PLAT FOR A PORTION OF TRINITY AVENUE, NORTH OF DELMAR BOULEVARD, ADJACENT TO THE CITY HALL CIVIC COMPLEX. Bill Number 9484 was read for the first time.

Introduced by Councilmember Cusick

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. Bill Number 9485 was read for the first time.

Introduced by Councilmember McMahon

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. Bill Number 9486 was read for the first time.

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

Mayor Crow stated on behalf of himself and his colleagues, he would like to congratulate Blueberry Hill and Joe Edwards on their 50th Anniversary.

Mayor Crow stated he has been advised that there is no need for an Executive Session and therefore, would ask for a motion to adjourn the meeting.

Councilmember Hales moved to adjourn the Regular Council Session, seconded by Councilmember Clay, and the motion carried unanimously.

P. ADJOURNMENT

Mayor Crow adjourned the Regular Council meeting at 7:08 p.m.

LaRette Reese,
City Clerk, MRCC

LaRette Reese

From: Donna Nickum <dsn232@sbcglobal.net>
Sent: Sunday, September 11, 2022 8:36 AM
To: Council Comments Shared
Subject: September 12 City Council Meeting

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

Good Morning,

My name is Donna Nickum. My address is 8717 Teasdale Ave.

I am writing regarding the proposal to issue bonds for the Delmar Boulevard Redevelopment Area Project. I am TOTALLY opposed to issuing these bonds for this project. The city has many issues (timely trash pickup, flood damage, tax reduction, many others) that funds need to be used for, rather than this project. If the developer cannot build the project without city bonds and tax abatement, then they shouldn't build it. Or the residents of University City should have the opportunity to vote on issuing the bonds and providing the tax abatement.

Donna Nickum

LaRette Reese

From: Cindy <spacoach@yahoo.com>
Sent: Sunday, September 11, 2022 10:54 AM
To: Council Comments Shared
Subject: Taxes

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

Dear Council Members,

I have been against the "tax abatement" for the Avenir Project since discovering it was on the council for consideration. However, for materials for this project to be purchased at a tax exemption is totally out of line as well. I have just completed a total renovation for a condo rental property in Brentwood MO and paid all sales taxes on material purchases. Had I not it would have costs 5-8% less in my total materials costs. How do I re-cap that.

For a company who has the money for such a project suck as the Avenir one on Delmar. They should not be excluded in paying their fair share to a neighborhood where I'm Expected to do so.

I strongly object to this and if it passes will show my objection at the ballot box against those council members who support this.

Regards,

Cindy Angelly

Angelly701 LLC
8743 Teasdale Ave
U City, MO 63124

LaRette Reese

From: robert kuhlman <rk-gw467@att.net>
Sent: Sunday, September 11, 2022 11:48 AM
To: Council Comments Shared
Subject: Avenir Project Tax Abatement

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

My name is Robert Kuhlman and I live at 8670 West Kingsbury Ave (which is located right next to the Gatesworth West Wing project completed 2010 and the Assisted Living project completed in about 2015). I have been a resident of U city for over 20 years and I have seen and experienced a lot of questionable decisions made by various boards and the city council over the years. We have also been personally involved with the various Gatesworth development projects and I can attest to anyone who asks that many promises made to residents and the public by the development company involved have not been followed through on.

I am writing specifically about the issue of granting any ANY tax abatement for the Avenir Project. It is unbelievable to me, as a tax payer and resident, that this is even being considered-especially in these difficult financial times. The city cannot afford to pay this developer to build a project that is not even really needed. If the only case the developer is making is that the area is blighted, it is so because he made it that way in order to get what he wants. I firmly believe that NO consideration should be given to granting any kind of financial assistance to this project. If this were to proceed it would cement for me how poorly run and planned out U City has become over the last 20 years and helps to further not just mine but that of many tax paying residents to look for a better city in which to live.

Thank you for considering my comments and point of view.

Robert E. Kuhlman, Jr.
rk-gw467@att.net

LaRette Reese

From: Aryeh Freylicher <aryehfrey@gmail.com>
Sent: Sunday, September 11, 2022 5:22 PM
To: Council Comments Shared
Subject: Attention City Clerk

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

To Our Esteemed City Council,

As a Resident of University City as well as a Real Estate Agent that does a large percentage of my business in University city, I always get excited when a new development is announced in our neighborhood. I have personally witnessed the positive impact that each new project has had on our city. When a developer invests a large amount of money to build something beautiful and useful to the residents of our community, it raises the bar for the rest of the existing buildings and businesses. People seeking a home see our city as an attractive place to live. Smaller investors improve their existing properties and new investors get a boost of confidence to do business in University City because they see so much successful development and growth. This gives them reassurance that they are spending their dollars in the right place. I fully support offering Ch. 353 and Ch. 100 to Avenir. It comes at a very low cost to University City with a major upside to the city and to the neighborhood as a whole. Thank you for your consideration.

My Name is: Aryeh Freylicher
My Address is: 7477 Delmar Blvd, University City, MO 63130
Re: Agenda items for 07/25 City Council meeting

Sincerely,

Aryeh Freylicher

LaRette Reese

From: Rachel Weisman <rpollak127@gmail.com>
Sent: Sunday, September 11, 2022 5:38 PM
To: Council Comments Shared
Subject: Attention city clerk

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

Dear City Council,

Please consider giving Ch. 353 and Ch. 100 to Avenir to help with its development and provide valuable incentives to our city. This project is an asset to University City in many ways. For example, its design and aesthetic will beautify the neighborhood, it will help to further develop our city, and will bring in important funds to both our city and the UCity school district. Thank you for your consideration.

My name is: Rachel Weisman

My address is: 532 Midvale Ave. University City, MO 63130.

Thank you,

Rachel Weisman

LaRette Reese

From: Yosef David <ydavid@aish.edu>
Sent: Sunday, September 11, 2022 5:49 PM
To: Council Comments Shared
Subject: The Avenir project

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

Dear City Council,

I understand that the Avenir Ch. 100 and Ch. 353 is on this weeks agenda. I previously shared a letter of support and would like to reconfirm my support of the Ch. 100/353 for Avenir. I believe this project will be very beneficial to university city.

Thank you,
Joseph David
827 Swarthmore lane, university city MO 63130

Sent from my iPhone

LaRette Reese

From: Arnold Hermelin <arnchi18@icloud.com>
Sent: Sunday, September 11, 2022 6:04 PM
To: Council Comments Shared
Subject: Support for Avenir

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Dear City Council,

I understand that the Avenir Ch. 100 and Ch. 353 is on this weeks agenda. I previously shared a letter of support and would like to reconfirm my support of the Ch. 100/353 for Avenir.

Thank you,
Name: Arnold Hermelin
Address: 8424 Old Bonhomme Rd

LaRette Reese

From: Joel Ehrlich <jemcoflooring@gmail.com>
Sent: Sunday, September 11, 2022 6:12 PM
To: Council Comments Shared
Subject: Avenir -Elevating The Community

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

Subject: Avenir -Elevating The Community

Dear City Council,

I have been driving past the Avenir site for years now and have always envisioned what a new development would look like. After seeing the renderings for Avenir, I was blown away by the elegant design. I am excited for U. City to have this gem in our community! If Ch. 353 and Ch. 100 will allow for Avenir to be built as depicted in the renderings, I am in support of providing these incentives as Avenir will bring in needed City funds and will increase the population who will contribute to U. City by shopping, dining, and paying taxes.

Make U City Great Again!

Joel Ehrlich

JEMCO Flooring, LLC
733A Lepere Ave.
St. Louis, MO 63132
314.724.4344

LaRette Reese

From: SylviaPoe <spoe32jpgr@charter.net>
Sent: Sunday, September 11, 2022 6:12 PM
To: Council Comments Shared
Cc: Billy Poe
Subject: Avenir Development

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

Dear City Council,

We understand that the Avenir Ch. 100 and Ch. 353 is on this week's agenda. I previously shared a letter of support and would like to confirm once again our support of the Ch. 100/353 for Avenir.

Below is our previous letter to you from July:

I have lived in University City almost my entire life and am very familiar with the block on which the Avenir site is proposed. We feel that the only way to keep a vibrant and prosperous community is to continue with new growth and development. The work that this company has done in the past has always been outstanding and far and above first class. After seeing the renderings for Avenir, we are very impressed and excited about the elegant design. We are also excited for University City to have this beautiful and fresh looking project in our community! If Ch. 353 and Ch. 100 will allow Avenir to be built as proposed in the renderings, we are in support of providing these incentives since Avenir will bring in much needed City funds and will increase the population who will contribute to University City by shopping, dining, and paying taxes.

With best regards,
Sylvia and William Poe
851 Lionsgate Drive
University City 63130

LaRette Reese

From: Tova Greenblatt <tgreenblatt@embystl.com>
Sent: Sunday, September 11, 2022 6:26 PM
To: Council Comments Shared
Subject: Request for continued support
Attachments: Greenblatt, Tova.pdf

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Dear City Council,

I understand that the Avenir Ch. 100 and Ch. 353 is on this week's agenda. I previously shared a letter of support and would like to reconfirm my support of the Ch. 100/353 for Avenir.

Thank you,
Tova Greenblatt
8327 Balson Ave.
St. Louis, Mo. 63132

--

Mrs. Tova Greenblatt
Menacheles
Esther Miller Bais Yaakov
314-863-9230

LaRette Reese

From: Tova Greenblatt <tgreenblatt@embystl.com>
Sent: Friday, July 22, 2022 4:22 PM
To: Council Comments Shared
Subject: Avenir project

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

Dear City Council,

I very much support giving Ch. 353 and Ch. 100 to Avenir. This project will benefit University City in many ways, such as promoting continued development in the area and bringing in additional funds for the City and the School District. We hope you can see all the good that can come from such a unique and well-designed building and recommend these incentives for Avenir.

My name is Tova Greenblatt
My address is: 8327 Balson Ave. University St. , Mo., 63132

Thank you for your attention to this matter.

Tova Greenblatt

--

Mrs. Tova Greenblatt
Menahelas
Esther Miller Bais Yaakov
314-863-9230

LaRette Reese

From: Shelley List <sheindel3169@gmail.com>
Sent: Sunday, September 11, 2022 6:45 PM
To: Council Comments Shared
Subject: Avenir 100/353

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

Dear City Council,

I understand that the Avenir Ch. 100 and Ch. 353 is on this week's agenda.

I previously shared a letter of support and would like to reconfirm my support of the Ch. 100/353 for Avenir.

As mentioned in my email sent on July 24, I believe that this project will update the quality of infrastructure in our neighborhood, and bring in increased revenue for the city.

Thank you,
Shelley List
7741 Gannon Avenue
St Louis, MO 63130

LaRette Reese

From: Rob Friedman <friedman.robertj@gmail.com>
Sent: Sunday, September 11, 2022 7:17 PM
To: Council Comments Shared
Subject: Avenir Ch. 100 and Ch. 353 - comments

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

Dear City Council,

I understand that the Avenir Ch. 100 and Ch. 353 is on this week's agenda. I previously shared a letter of support and would like to reconfirm my support of the Ch. 100/353 for Avenir.

We are a military family. While we own the property at 887 Alanson Drive, we host tenants in that property. Our permanent home is in Tampa, FL.

Thank you,
Name: Robert Friedman (Capt, USAFR)
Address: 887 Alanson Drive, St. Louis, MO 63132

--

Rob Friedman
314-283-4094 (c)
friedman.robertj@gmail.com

From: Todd Silverman <silverman.todd@gmail.com>
Sent: Sunday, September 11, 2022 7:21 PM
To: Council Comments Shared
Subject: Design for Avenir

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

Dear City Council,

I have been driving past the Avenir site for over 20 years now and have always envisioned what a new development would look like. After seeing the renderings for Avenir, I was very impressed by the elegant design and overall impact on the site. I am excited for U City to have such a gem in our community! If Ch. 353 and Ch. 100 will allow for Avenir to be built as depicted in the renderings, I am in support of providing these incentives as Avenir will be a real asset that will bring in needed City funds and will increase the population who will contribute to our community.

Dr. Todd B. Silverman
7931 Gannon Avenue
University City, MO 63130

LaRette Reese

From: Jonathan Spetner <jspetner@spetner.com>
Sent: Sunday, September 11, 2022 7:23 PM
To: Council Comments Shared
Subject: Avenir Project

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

Dear City Council,

I understand that the Avenir Ch. 100 and Ch. 353 is on this weeks agenda. I previously shared a letter of support and would like to reconfirm my support of the Ch. 100/353 for Avenir.

Thank you,

Jonathan Spetner
Spetner Associates, Inc.
8220 Delmar Blvd.
St. Louis, MO 63124

Home: 8360 Balson Ave.
University City, MO 63132

314-442-0001 Direct

314-442-0051 Fax

314-363-5522 Cell

800-737-4535 x201 Toll Free

book.spetner.co.il

nozix

LaRette Reese

From: Tzvi Freedman <tzvifreedman@gmail.com>
Sent: Sunday, September 11, 2022 8:26 PM
To: Council Comments Shared
Subject: Avenir Development

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

Dear City Council,

I understand that the Avenir Ch. 100 and Ch. 353 is on this weeks agenda. I previously shared a letter of support and would like to reconfirm my support of the Ch. 100/353 for Avenir.

University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district.

I am a resident of University City for over 50 years and have never witnessed the amount of new construction that is underway in and around our lovely community. We need attractive new housing to be made available for our future growth.

By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

Thank you,

Tzvi Freedman
848 Saxony Court
University City, MO 63130

LaRette Reese

From: Axelbaum, Richard <axelbaum@wustl.edu>
Sent: Sunday, September 11, 2022 9:22 PM
To: Council Comments Shared
Subject: Attention City Clerk: Avenir multifamily development

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

Dear City Council:

My name is Richard Axelbaum and my address is 7918 Gannon Avenue, University City

I grew up in University City, and have lived in my present address for 32 years. Also, I have been a faculty member in the School of Engineering at Washington University this entire time, and so it should be clear that I only want what is best for University City.

I have reviewed the concept for the Avenir development and believe it will be great for our city. University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

Respectfully,
Rich

Richard L. Axelbaum
Jens Professor of Environmental Engineering Science
Department of Energy, Environmental and Chemical Engineering
Washington University in St. Louis

LaRette Reese

From: William Ash <wmash47@gmail.com>
Sent: Sunday, September 11, 2022 9:56 PM
To: William Ash (wmash47); Council Comments Shared
Subject: Fwd: Fw: 2022-09-12 Council Agenda Packet and Tax Abatement pages
Attachments: 2022-09-12-Council-Agenda.pdf; 2022-09-12-Council-Packet-Tax Abatement pages 197-217.pdf

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

Hi All Kingdel U-City Neighbors,

This from our local Architect Valmik Thakore. Note that the comments and requests to speak at this virtual meeting are due by NOON Tomorrow Mon Sep12! Send to Councilcomments@ucitymo.org.

MEETING AT 6:30 PM! See the Agenda here:

[https://apps.ucitymo.org/PublicPortal/0/edoc/206900/2022-09-12%20Council%20Packet%20\(LaRette%20file\).pdf](https://apps.ucitymo.org/PublicPortal/0/edoc/206900/2022-09-12%20Council%20Packet%20(LaRette%20file).pdf)

Webinar via the link below:

<https://us02web.zoom.us/j/86280816680?pwd=SWs3VFZQdEoxK2pjdXFZTzNNbzFHQT09>

Passcode: 985312

Live Stream via YouTube:

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

Let's be heard! All written comments must be received no later than 12:00 p.m. THIS MONDAY September 12. Comments and requests to speak may be sent via email to: councilcomments@ucitymo.org. (Please be clear but cordial in your remarks—we want the City Council members on our side!)

Feel free to forward this to other U-City Residents. Points to make: No need to give Abatements- need money for Flood Relief; Tax Relief/ no tax increase; maintaining City Services; Purchasing aging City Trash Trucks, etc as major points.

William Ash
8690 West Kingsbury Ave.
University City, MO 63124
314 569-3299

----- Forwarded message -----

From: valmik thakore <valmikt@hotmail.com>
Date: Sat, Sep 10, 2022 at 12:47 PM
Subject: Fw: 2022-09-12 Council Agenda Packet and Tax Abatement pages
To: William Bill Ash <wmash47@gmail.com>

Hello All,

I have reviewed the Agenda (attached as PDF) and its Attachments for Bill 9485 - Tax Abatement is buried in this bill which starts at page 197 to page 338 (see link in the email below from the City Clerk). I am attaching selected pages from this (pages 197 to 217 in the Council Packet) which gives info about tax abatement

amounts. ONCE AGAIN AVENIR is not mentioned anywhere. Also, the Agenda does not mention TAX ABATEMENT.

Property Tax Abatement is \$2,185,659 and Sales Tax/ Use Abatement is \$1,264,312 = Total \$3,449,971 for \$87.5 million project. This is about 3.94% of the project cost.

Bill 9486 is for Blighting the Project Area (pages 339 to 416 if you open the linked Council Package).

Bill 9475 is for vacating Right Of Way on McKnight Place.

Please share and forward/ post as necessary. Please send comments for the meeting to City Council. No need to give Abatements- need money for Flood Relief; Tax Relief/ no tax increase; maintaining City Services; Purchasing aging City Trash Trucks, etc as major points.

Thanks.- Valmik

From: City Clerk <listserv@civicplus.com>
Sent: Friday, September 9, 2022 12:28 PM
To: valmikt@hotmail.com <valmikt@hotmail.com>
Subject: 2022-09-12 Council Agenda Packet - Virtual Meeting (large file)

[View this in your browser](#)

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<<https://www.ucitymo.org/DocumentCenter/View/16810/2022-09-12-Council-Packet>> *****

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<http://ucitymo.org/list.asp?mode=del>

Please note, we will not sell or give your e-mail address to any organization without your explicit permission.

You are receiving this message because you are subscribed to Council Agendas on www.ucitymo.org. To unsubscribe, click the following link:

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LaRette Reese

From: mfriedman01@hotmail.com
Sent: Sunday, September 11, 2022 10:05 PM
To: Council Comments Shared
Subject: Comments
Attachments: Friedman, Mark.pdf

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

Dear City Council,

I understand that the Avenir Ch. 100 and Ch. 353 is on this weeks agenda. I previously shared a letter of support and would like to reconfirm my support of the Ch. 100/353 for Avenir.

Thank you,

Name: Mark Friedman

Address: 716 Brittany Ln, St. Louis, MO 63130

Mark Friedman
mfriedman012@outlook.com

LaRette Reese

From: Mark Friedman <mfriedman01@hotmail.com>
Sent: Sunday, July 24, 2022 9:50 PM
To: Council Comments Shared
Subject: comments

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

Dear City Council,

I have reviewed the plans for Avenir apartment complex on Delmar and I and believe it will be great for University City. I absolutely support continued development to upgrade our infrastructure and provide increased funds for our school district. By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

My name is: Mark Friedman
My address is: 716 Brittany Ln, 63130

thank you

Mark Friedman
mfriedman012@outlook.com

LaRette Reese

From: William Ash <wmash47@gmail.com>
Sent: Sunday, September 11, 2022 10:09 PM
To: Council Comments Shared
Subject: Comments on Avenir Tax Abatement

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

Dear Council Members,

On p. 385 of the documents attached to the September 12 Agenda for the U-City City Council Meeting, we see the DEVELOPER'S "BUT FOR" AFFIDAVIT. It reads in part:

'...the implementation of the Redevelopment Project involves unusual and extraordinary expense which make the Redevelopment Project financially infeasible in the market place. As such, but for the tax abatement, the Redevelopment Project is not economically feasible, and cannot be undertaken.'

(Signed and notarized by Charles Deutsch)

Has the developer shared the financial analysis upon which this statement is based with the Plan Commission, or U-City Officials, or Council Members? If so, has it been shared with the public?

If not, shouldn't this be required to be submitted, reviewed by independent authority and shared with the public before voting to pass forward any tax abatement request for final voting?

William Ash
8690 West Kingsbury Ave.
University City, MO 63124

LaRette Reese

From: Asim Thakore <asim.thakore@gmail.com>
Sent: Sunday, September 11, 2022 10:40 PM
To: Council Comments Shared
Subject: citizen comment for 9-12 meeting

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

Dear Councilmembers,

This is a citizen comment on Bill 9485 on the agenda and other bills associated with the Avenir condo project.

We own the property at 8727 W Kingsbury in University City.

I have several concerns about the bill. It appears that what was once a standalone tax abatement is now also a 90 million dollar bond issue.

While I understand that this is accepted practice, this is very risky in the current climate: University City's position and the housing market's uncertain outlook mean that there is a significant chance that citizens are left holding the bag if the economy goes south and construction is halted. This has happened before in other municipalities, both in recent memory and during the Great Recession in 2007. The Council should reject this mechanism; an established developer like Mr Deutsch can find financing for his own project. If he cannot, than the Council should be even more wary: skittish lenders are a sign of an economic downturn.

The abatement itself is also unwise: it amounts to about 4% of the project cost or a 100 dollar tax per citizen. That's a lot of money for U City, which is struggling to provide needed services like trash pickup after recent flooding and doesn't have the cash to build an appropriately sized overflow reservoir on the Seafood City site.

That is not a lot of money for Mr Deutsch, the developer. He can make it up by charging a little bit extra for his luxury units---50 more dollars in rent per month per unit will cover his costs in 10 years.

I urge the Council to take the advice of the member of the Plan Commission that is an economist at the Federal Reserve--he is the most qualified of anyone involved to judge this---and reject the abatement and any other financial considerations requested by the developer.

City finances are based on how much money comes in vs how much goes out. Tax breaks are a form of spending. Public money should be used to help citizens, not line the pockets of developers for building luxury condos. Please stop handing out tax breaks to developers for luxury condos. That money could instead be used for a tax break for ordinary citizens impacted by the flood.

I would also like the Council to know how difficult the substance of the item addressed above was to find; what was previously referred to as Avenir now seems to have been changed to "Delmar Redevelopment" in City communications, even though the name of the project hasn't changed from the developer's end. Please urge whomever is responsible for the agenda to clearly define agenda items with commonly known names in the future.

Thank you,

Asim Thakore

LaRette Reese

From: katia Rosenberg <rosenbergkatia@gmail.com>
Sent: Monday, September 12, 2022 8:42 AM
To: Council Comments Shared
Subject: reconfirm my support

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

Dear City Council,

I understand that the Avenir Ch. 100 and Ch. 353 is on this weeks agenda. I previously shared a letter of support and would like to reconfirm my support of the Ch. 100/353 for Avenir.

Thank you,
Name: Chaya Rosenberg
Address: 7544 Amherst Ave. 63130 St. Louis MO

LaRette Reese

From: Nick Rugen <mrrugen@gmail.com>
Sent: Monday, September 12, 2022 9:20 AM
To: Council Comments Shared
Subject: Public comment for today's meeting

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

Sincerely,

Nick P. Rugen
8812 Washington Ave, St.Louis MO 63124

LaRette Reese

From: Marc Jacob <marcjacob1@gmail.com>
Sent: Monday, September 12, 2022 9:38 AM
To: Council Comments Shared
Subject: City Council Agenda - Avenir Ch. 100 and Ch. 353

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

Dear U City Council Members,

I understand that the Avenir Ch. 100 and Ch. 353 is on this week's agenda. I previously shared a letter of support and would like to reconfirm my support of the Ch. 100/353 for Avenir.

Thank you,
Name: Marc Jacob
Address: 873 Greenshire Court, University City, MO 63130

-Marc Jacob

LaRette Reese

From: rgoldenh@gmail.com
Sent: Monday, September 12, 2022 10:19 AM
To: Council Comments Shared
Subject: Avenir

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

Dear City Council,

I understand that the Avenir Ch. 100 and Ch. 353 is on this week's agenda. I previously shared a letter of support and would like to reconfirm my support of the Ch. 100/353 for Avenir.

Thank you,

Samuel Goldenhersh
819 University Pl
University City, MO 63132

LaRette Reese

From: Yerucham List <yeruchamlist@gmail.com>
Sent: Monday, September 12, 2022 10:38 AM
To: Council Comments Shared
Subject: Avenir Ch 100 and Ch 353

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

Dear City Council,

I understand that the Avenir Ch. 100 and Ch. 353 is on this weeks agenda. I previously shared a letter of support and would like to reconfirm my support of the Ch. 100/353 for Avenir.

Thank you,

Gerald List
7741 Gannon Avenue
University City, MO 63130

LaRette Reese

From: valmik thakore <valmikt@hotmail.com>
Sent: Monday, September 12, 2022 10:43 AM
To: Council Comments Shared; Jeff Hales; Steve McMahon
Cc: Terry Crow; Gregory Rose; Tim Cusick; Bwayne Smotherson; Aleta Klein; Stacy Clay; John Wagner
Subject: Re: Public Comment on City Council Agenda Item for September 12, 2022 Meeting with attachment
Attachments: Attachments for the email to the City Council Members 9-12-22.pdf; September 12, 2022 Council Meetings Comments Email.pdf
Importance: High

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

September 12, 2022, Council Meeting Comments Email:

This is a public comment on City Council Meeting on September 12, 2022;

On Agenda Item M: New Business Item #7 and 8- Bill 8485 & 9486: Taxable Industrial Revenue Bonds (Delmar Boulevard Redevelopment Project) and Blighting Item for the same Project Area.

My wife and I own the property at 8727 W Kingsbury Ave, University City, MO, 63124. Our house is in the neighborhood impacted by the proposed "Facility for An Industrial Development Project" previously known as "Avenir Project".

Tax Abatement and Blighting Related IMPORTANT COMMENTS

Dear City Council Member,
University City, MO

We would like to alert you about the following facts for Delmar Boulevard Redevelopment/ Avenir Project's Tax Abatement and Blighting requests that are on your Agenda.

- Why are we giving away over \$3.44 million as Tax Abatement and sales tax exemptions for Luxury Apartments?
- 1. Construction has started with on-going demolition. Project will be built without any tax abatement. Developer is not going to stop \$89 million project for \$3.5 million.
- 2. 80% of the project area and 13 out of 17 properties* were owned by the Developer for over 5 years- the Developer caused the blight- if any (see attached). Why are we creating a precedent for abusing the Zoning and Tax Abatement process?
- 3. Age and obsolescence arguments are used for "blighting" the project area. This means more than 90% of University City should qualify as "blight-able".
- 4. Developer claimed at the Plan Commission meeting on 7/27/22 that his initial cash flow is short by 2.3% of the project cost that requires Tax Abatement. If true, he can easily raise his rent for his Luxury Apartments by 2.3% from \$1600 to \$1640 and \$3600 to \$3680** (see attached).
- 5. Developer presented Project Budget slide at the Plan Commission meeting on 7/27/22 which showed Land Value as \$12,570,000. But in Developer's own submittal to Plan Commission packet for 3/23/22 meeting Land Appraised Value was shown as \$2,839,200 (see attached). This is over \$9.73 million or about 3 times the tax abatement request. We need independent consultant audit of all cost-benefit assumptions to be re-examined by the Plan Commission and before voting again on the Tax Abatement request.

6. Plan Commission had voted down the Tax Abatement request on 3/31/22. For whatever reason it was sent back to Plan Commission for reconsideration. Why are we creating a precedent that if you don't like the result you can keep going back for reconsideration? **Does this allow us- tax payers- to ask for reconsideration by the Plan Commission of their vote on the Tax Abatement request by the Developer?**
 7. Plan Commission have commented in 7/27/2022 meeting that they did not have enough information to vote and asked for additional analyses made available to them and the City Council prior to any vote by the City Council on Tax Abatement request. We, the Citizens, also need to see the information couple of weeks prior to the City Council meeting. We have requested this from Mr. John Wagner and have not seen this.
- University City has limited tax revenue. We also have other needs- e.g. Flood Victims Relief, Fire Department/ EMS Retirement funding (Prop F), City Reserve Funds for high inflation period, replacement of leaky trash trucks, etc.
 - Also, the Agenda for this meeting **does not mention Tax Abatement or the approved Final Development Plan's name "AVENIR" project**. The agenda hides these facts by saying "AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH". I wonder why? This maybe illegal- or at least unethical in my opinion. As City Council Members you should find out why this was done and stop it.

Please let us know when you are available to discuss our concerns in a call or a Zoom call with you. Please also review attached and let us know if you need any additional details or clarifications.

Thank you.

Valmik Thakore

8727 West Kingsbury Avenue, St. Louis, MO 63124

Attachments: 1- As noted above for points 2 *, 4 ** and in point 5 text above.

2- PDF of this email for Format and highlights.

Attachments for the email to the City Council Members

Note # 1:

Avenir Project's Existing Zoning and Square Footage by each parcel of the project

Item No.	Current Address	Lot Area Sq. Ft. based on County Assessor Record	Charlie's Ownership Date From St. Louis County Records
1	8650 Delmar Avenue	11,060	2-Mar-2015
2	8656 Delmar Avenue	10,360	23-May-2018
3	8662 Delmar Avenue	10,360	17-Jan-2006
4	8668 Delmar Avenue	10,434	4-May-2006
5	8674 Delmar Avenue	10,434	2-Mar-2015
6	8680 Delmar Avenue	8,700	17-Aug-2016
7	8686 Delmar Avenue	8,584	10-Jan-2014
8	554 Kingdel	11,371	2-Jun-2009
MR	MR Zoning Sub-Total	81,303	
9	544 Kingdel	11,500	13-Aug-2010
10	538 Kingdel	6,025	28-Apr-2011
11	534 Kingdel	6,150	3-Nov-2017
12	8689 Barby Lane	7,750	13-Apr-2006
13	8687 Barby Lane	12,800	21-Nov-2008
14	8683 Barby Lane	8,500	6-Jun-2007
15	8677 Barby Lane	9,375	9-Jul-2020
SR	SR Zoning Sub-Total	62,100	
16	8630 Delmar-Commercial	27,443	8-Jan-2021
17	Lot 3 (Gatesworth Exp 2)	91,040	1-Jan-2002
	GRAND TOTAL	261,886	

**13 out of 17
Owned for More
Than 5 Years**

Ownership By Number of Years- Current Year June 2022			
Item	Owned by Charlie's Cos.	Area in Sq. Ft.	AS % of Total Project Area
A	Over 5 Years (before 6 /17)	208,558	79.64%
B	Over 4 Years (before 6 /18)	16,510	6.30%
C	4 Yrs or less (after 6/18)	36,818	14.06%
	Total	261,886	100.00%

**About 80% Owned
for More Than 5
Years**

LINKS TO COUNTY ASSESSORS PROPERTY DATA/ REAL ESTATE DATA MAP

<https://stlcozis.maps.arcgis.com/apps/webappviewer/index.html?id=e70f8f1814a34cd7bf8f6766bd950c68>

Note #2: Charles Deutsch and Company's letter dated October 16, 2020 states that the Avenir Project will have "luxury one-bed and two-bed apartments, with rents ranging from \$1,600 to \$3,600 per month". This will be much higher by now due to current inflation.

From University City Plan Commission's 3/23/2022 Meeting Packet from City's Website.

From Development Plan submitted by Charles Deutsch & Company- Section V- Page 12

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 a total of (6.2) +/- acres as follows:

Redevelopment Area Parcel ID	Address	2021 Appraised Value		2022 Adjusted Value	
		Land	Improvements	Land	Improvements
18K43014	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	340,100	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 Barbry Lane	152,300	147,600	28,940	27,990
18L640413	8683 Barbry Lane	190,900	105,900	28,670	21,120
18L640545	8687 Barbry Lane	161,800	132,100	30,740	21,100
18L640468	8689 Barbry 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	180,300	-	72,260	-
Totals		\$ 2,419,200	\$ 4,075,100	\$ 582,940	\$ 897,260

From Presentation at 7/27/2022 Plan Commission Meeting by Charles Deutsch & Company Showing Land Cost as \$12,570,000

Budget



• Since 2020, the total estimated project cost has **INCREASED** to \$89,738,724 due to:

- Increased material costs
- Rising interest rates
- Enhanced aesthetics

• Approximately \$2,548,567* will be used to pay for public infrastructure (e.g. new and upgraded utility facilities, new/regraded roads and curbing, and new sidewalks)

• Note: Budget includes sales tax exemption on construction materials (under Ch. 100) valued at approximately \$1,264,312.

* Construction Materials Exemption

	Estimated Cost
General Contribution	\$2,422,673
Structural Hard Costs	\$80,197,588
Commissions and Fees	\$4,612,583
Construction	\$1,505,880
Total Hard Costs	\$89,738,724
Design and Professional Fees	\$2,651,850
PERM	\$1,693,573
Insurance (see legal title)	\$1,196,857
Construction Loan Fees (interest only reimbursement)	\$6,420,000
Site Acquisition	\$2,081,160
Total Soft Costs	\$11,900,950
Reserve Funds	\$2,641,931
Total Project Cost	\$89,738,724

From Tax Impact Analysis submitted by Charles Deutsch & Company- Section V- Page 8

FIGURE 6: TAA 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	\$ 7,581	\$ 7,232	7,232
County General	\$ 45,209	\$ 13,093	13,093
County Health Fund	\$ 30,316	\$ 8,778	8,778
County Park Maintenance	\$ 10,782	\$ 3,125	3,125
County Bond Retire.	\$ 4,863	\$ 1,413	1,413
Roads and Bridges	\$ 21,605	\$ 6,547	6,547
St. Louis Community College	\$ 36,433	\$ 14,774	14,774
Special School District	\$ 289,577	\$ 82,405	82,405
Metropolitan Zoo Museum District	\$ 65,243	\$ 18,963	18,963
University City Library	\$ 91,101	\$ 27,153	27,153
School - University City	\$ 1,137,232	\$ 327,397	327,397
Metropolitan Sewer District	\$ 27,566	\$ 8,012	8,012
City of University City	\$ 156,294	\$ 45,380	45,380
Dev. Disability - Productive Living Bnd	\$ 10,342	\$ 3,579	3,579
Commercial Surcharge	\$ 27,418	\$ -	-
Total	\$ 1,854,489	\$ 564,852	\$ 564,852

September 12, 2022, Council Meeting Comments Email:

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Tax Abatement and Blighting Related IMPORTANT COMMENTS

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- University City has limited tax revenue. We also have other needs- e.g. Flood Victims Relief, Fire Department/ EMS Retirement funding (Prop F), City Reserve Funds for high inflation period, replacement of leaky trash trucks, etc.
- Also, the Agenda for this meeting **does not mention Tax Abatement or the approved Final Development Plan's name "AVENIR" project.** The agenda **hides these facts** by saying "AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH". I wonder why? This maybe illegal- or at least unethical in my opinion. As City Council Members you should find out why this was done and stop it.

Please let us know when you are available to discuss our concerns in a call or a Zoom call with you. Please also review attached and let us know if you need any additional details or clarifications.

Thank you.

Valmik Thakore
8727 West Kingsbury Avenue, St. Louis, MO 63124

Attachments: As noted above for points 2 🗨️, 4 🗨️ and in point 5 text above.

LaRette Reese

From: David Harris <djharris11@sbcglobal.net>
Sent: Monday, September 12, 2022 10:57 AM
To: Council Comments Shared
Subject: Agenda Item M7 for September 12, 2022 Council Meeting - Bills 9485 and 9486 - Avenir Property Tax Abatement and Sales Tax Exemption

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

I oppose the proposed property tax abatements for the Avenir project and I hope you will also.

There is no reason to grant property tax abatement for a rental development, especially a high-end high-income luxury development.

The developer or the owner can pay the property tax on the actual value without abatement and, if desired, collect some or all of the tax amount from the tenants as part of the rent. Otherwise, with abatement, you are approving a project that is supposed to attract hundreds of new residents and some businesses and the new residents and businesses - who will be using and are supposed to be supporting the same services and institutions as everyone else - will not be paying property tax for those services and institutions based on the actual value of the property they occupy. That is unfair to everyone else, both owners and renters, who pay property tax based on the actual value of their property.

Ultimately, the result of the abatement is to increase the developer's or the owner's profit, subsidized by other taxpayers.

For a high-end high-income luxury development, the owner or the tenants can afford to pay the actual property taxes.

According to the proposed bills, whether through the Chapter 100 abatement (Bill 9485) or the Chapter 353 abatement (Bill 9486), the total expected property tax abatement over five years is about \$2,200,000 so about \$440,000 per year. The project plans 262 residential units and 1,300 sf of commercial space. Current allocation of residential and commercial taxes is about 70% residential, 30% commercial. Assuming the same allocation, the residential abatement is \$308,000 per year ($\$440,000 \times .70$), \$1,185 per unit on average ($\$308,000/260$), or less than \$100 per month per unit ($\$1,185/12$). If the residential tenants paid all the tax, it would be \$140 per month per unit on average. But the commercial tenants will pay a portion. Whatever the allocated amounts, the new tenants, and thus the developer or the owner, can afford to pay that tax without relying on abatement.

I also oppose the proposed sales tax exemption for the same reasons. There is no reason to provide a \$1,264,312 sales tax subsidy on construction materials.

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

LaRette Reese

From: Roger <rocketpolymers@att.net>
Sent: Monday, September 12, 2022 11:11 AM
To: Council Comments Shared
Subject: Avenir Project

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

To whom it may concern,

I am increasingly alarmed at the lack of transparency going on with the tax abatement and bond issue regarding the Avenir development project. This was presented to the neighbors as a Luxury Apartment Complex. Is University City now subsidizing Luxury Properties? This project has already been started and a considerable amount of work done. Since when does the city approve abatements and bond issues on projects AFTER they have been started? There is no question this project will continue to completion and the city does NOT need to be involved in subsidizing a successful developer in a LUXURY apartment complex. Factoring in all the neighborhood opposition to the size and increased density(too the neighborhood) of the project, I can't figure out what the actual benefit to the city is. One other thing I wanted to ask was why are "public" meetings still closed to the public? Why hasn't the public been allowed to see the numbers that make it a necessity for the city(the taxpayers) to support this project? We are being asked to participate in financing this project but not being allowed to see why or how it will benefit us. I'd really appreciate clarification on that as well.

Respectfully,
Roger Cohen
506 Kingdel

LaRette Reese

From: Lyle Weisman <lyleweisman@yahoo.com>
Sent: Monday, September 12, 2022 11:11 AM
To: Council Comments Shared
Subject: Fw: Avenir - For Our Positive Future In University City.

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

Dear Honorable City Council,

I have reviewed the Avenir project and know it will be great for our city.

University City needs continued development to better upgrade our infrastructure and provide increased funds for our school district and city at large.
Continued development is the key to our growth and sustainability.

I am a real estate investor living here in University City for over two years, I'm currently involved in around 30 local properties, and have developed many properties in Los Angeles.

By giving Avenir these minimal incentives in the short term, we will be strengthening the City in the long term for many years to come. I am in support of offering Avenir Ch. 353 and Ch. 100.

Lyle Weisman
7201 Greenway Avenue
University City, MO 63130

LaRette Reese

From: Heschel Raskas <hraskas@gmail.com>
Sent: Monday, September 12, 2022 11:18 AM
To: Council Comments Shared
Subject: Fwd: Avenir project

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

Dear City Council,

Below is a copy of the letter we sent in late July confirming our continuing support of the Avenir project, including support of Avenir Ch. 353 and Ch. 100.

As University City homeowners since 1967, we are very excited about the Avenir project and hope it is approved with City Council support very quickly.

Adinah and Heschel Raskas
722 Brittany Lane
University City

----- Forwarded message -----

From: Heschel Raskas <hraskas@email.com>
Date: Mon, Jul 25, 2022 at 9:02 AM
Subject: Avenir project
To: <councilcomments@ucitymo.org>

Dear City Council,

We have been homeowners in University City since 1967. We very much want University City to continue in the positive direction of recent years. For that to happen we need continued development to upgrade our infrastructure and provide more funds for our school district.

We are pleased to learn that the new Avenir project on Delmar meets those objectives. We support offering Avenir Ch. 353 and Ch. 100.

Adinah and Heschel Raskas

LaRette Reese

From: Diane Davenport <dianedavenport046@gmail.com>
Sent: Monday, September 12, 2022 11:19 AM
To: Council Comments Shared
Subject: Agenda Item comment

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

To: Council Members: City of University City

I received information from one of our active citizens regarding an item to be discussed at tonight's meeting—The Avenir Tax Abatement issue. I feel that this is another example of extreme importance that deserves more transparency. I was speaking to some of my very involved citizens—usually well-informed—and they had never heard of this request from a developer for another site on Olive. I hope that no decision is made on this tonight. Please do not support this until you bring it before a larger number of community members. Our local government has really been out touch with many of our citizens. There should have been more information about this in the recent "Roars" publication. Thanks for listening.

Sincerely,

Diane Davenport
784 Yale Ave
63130

Resident of University City for 56 years

LaRette Reese

From: Ellen Bern <ellendebbiebern@gmail.com>
Sent: Monday, September 12, 2022 11:23 AM
To: Council Comments Shared
Cc: William Ash (wmash47); David Harris
Subject: Abatement

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

I agree with David Harris's points that abatement should NOT be granted on this project. We should look to find every dollar we can to buy out more of our recently condemned homes due to the floods. This will happen again and we need to be prepared.

However, I would consider some level of abatement if 10 or 15 percent of the new units were set aside and rented as affordable housing. This is a topic that should be considered in the very near future.

Ellen Bern

--
Ellen Bern
7001 Washington Ave.
U. City, Mo. 63130
314-721-1841 cell# 314-546-5467

From: mlaz279293@aol.com
Sent: Monday, September 12, 2022 11:24 AM
To: Council Comments Shared
Subject: Avenir, Delmar Redevelopment Area Project, Charles Deutch & Co, Avenir Redevelopment Corp, Delmar View Properties LLC, and whatever else it is called

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

To the City Council-

As I have driven around U City the last few weeks and have seen all those bright colored stickers plastered on people's homes condemning their houses and knowing they have to live through the misery of losing their homes and belongings and either fixing their houses up or moving through no fault of their own but choosing to live in U City, most without insurance, having to go through tons of red tape....

And compare it to the 8600 block of Delmar, where someone deliberately bought properties that had been lived in until 3 months before having them blighted, and letting these properties deteriorate and now wanting to be rewarded by getting tax abatement to build a luxury apartment. It makes me very sad about the priorities and the state of our community if the City Council allows this to happen.

The \$2 plus million dollars that it will cost the city in the next 5 years if tax abatement is granted, could be used for so many other worthwhile expenses in addition to getting the flooding issue more under control, helping these victims, pay police and fire fighters more, purchasing trash trucks that don't leak on our streets, buying an expensive pump for the Heman Park swimming pool so many can use the pool next summer, etc
and helping the entire population, not just a very few.

The DEVELOPERS'S "BUT FOR" AFFIDAVIT (p.385)

'...the implementation of the Redevelopment Project involves unusual and extraordinary expense which make the Redevelopment Project financially infeasible in the market place. As such, but for the tax abatement, the Redevelopment Project is not economically feasible, and cannot be undertaken.'

(signed) Charles Deutsch, Delmar View Properties.

So, basically, if someone cannot get what they want- tax abatement in this case, he will take his toys and go home since it is such an "unusual and extraordinary expense" that is realized after planned and started. No one told anyone to undertake it in the first place- If there was not enough money or contingency funds set aside, why was it started? Tax abatement was not granted earlier this year. It was turned down by a 4-1 vote from the Planning Commission, so why were the apartments torn apart anyway

unless the plans were to continue? They had been told NO. The asbestos abatement had started even before tax abatement was finally passed under various different names and plans. Leaving it in the current shape, when it looked fine before, to make a point, is this the plan so you have to get your way? If the plan does not go through, they should be made to be put back the way they were.

The argument that something worse could go in at this spot is a questionable. You, as elected Council people, would not allow that to happen, as we have faith that you will do the best for your constituency and the community. Maybe, something better will go there that everyone can get behind and be happy about on a smaller scale that won't have as much of an impact on the DelPrice/Kingdel neighborhood with less traffic, noise, congestion, etc. Maybe a smaller apartment building that does not need tax abatement or condos might be an option.

Also, why are there are at least 5 different names involved in paperwork and verbally throughout this process for the name of the project? The Planning Commission was presented a project with one name and the name was different on the confirmed plans they were later sent and voted on, so was really not the same project on paper that they were asked to vote on, only in theory. The same thing is happening here.

We had always been told it is the Avenir- then bonds are trying to be issued to a different name. And the agenda does not mention the Avenir. I realize that some companies have many divisions or shell names, but why aren't we presented with one name everywhere for consistency and transparency?

And where are the Special Conditions that you all passed for the developer to comply with in the several hundred pages submitted to you? Shouldn't they be included in all these documents?

Why would U City, with everything going on, take the risk of having \$90,000,000 in a leasehold interest and hold that lease for the duration of the project for one specific project? What if the project cannot generate that amount of rent to be paid back? Are you going to now start this precedent for other projects too that want to come here that start and then say they don't have enough money to finish? Do you really want to be a landlord? Don't you already have enough on your plates?

Wouldn't all those other homeowners with the bright stickers slapped on their houses wish they had the options afforded this luxury apartment project?

PLEASE do not allow Bills 9485 and 9486 to go forward and don't allow tax abatement whenever the vote comes up for it for whatever name it is listed as.

Thank you.

Margie Lazarus

8808 Washington Ave

LaRette Reese

From: Rebecca Hrustic <rlmunsen@hotmail.com>
Sent: Monday, September 12, 2022 11:26 AM
To: Council Comments Shared
Subject: Bill 9485 Bill 9486

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

Bill 9485
Bill 9486

We are opposed to Bill 9485 and Bill 9486.

In regards to Bill 9485, why is the City of University City providing tax breaks for a development that is not in need of help? There are several other pressing issues that the city is facing that will require a large amount of funding. Instead they are considering welfare for a multimillion dollar development of luxury apartments. This does not seem like a priority. My guess is that the developer will continue with this build regardless of what the city provides.

In regards to Bill 9486, a request for blighting a tract of land associated with this development. The developer has owned the tracts of land associated with this development for several years. During this time, the developer has allowed the area to fall into disrepair. If the developer caused the blight, should they be rewarded with tax incentives?

Thank you,

Haris and Rebecca Hrustic
8586 W. Kingsbury Ave
St. Louis, MO 63124

LaRette Reese

From: William Ash <wmash47@gmail.com>
Sent: Monday, September 12, 2022 11:28 AM
To: Council Comments Shared
Subject: Re the Avenir proposals to be considered

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

Dear U-City Council Members,

It seems clear that Charles Deutsch and Company and our University City Officials are working together with attorneys to create all the necessary documentation for the issuance of industrial bonds and tax abatement in advance of approval from the City Council. The bond issuance in particular, with its stated purpose of allowing the developer to purchase building materials and supplies, appears to be a highly sophisticated legal work-around to benefit the developer at the expense of St. Louis Municipalities who rely on sales taxes to fund their essential services. The tax abatement similarly, with the burden falling directly on U-City residents. Where has the developer justified that these programs are necessary for the Avenir project to occur, justified that is with documentation of project and ongoing operational costs that are insufficient "but for"?

Secondly, I realize tonight's vote is for the first reading only, but nevertheless I feel the public is entitled to hear each of you speak out for the record on what your reasons are for voting for or against forwarding the bond issue and the tax abatement for second and third readings. And similarly if these bills move forward. Please remember that you are representing us, the citizens, and not our City officials or outside developers. The city has many needs, given the failure of Proposition F and the now urgent need to buy our 300 flooded homes along the Des Peres river. And isn't the remodelling of City Hall and similar projects now seen as a lower priority?

Finally, I feel that doing this meeting virtual only--and then without allowing personal comments--is an unacceptable way to do the City's business. Where is the transparency and openness to our personal input? These Avenir bills should be tabled until a financial case for the necessity of tax abatement can be made available to the public, and an open meeting allowing citizens to speak can be subsequently arranged.

Please stand up for a city government that works to the benefit of all of us. We are counting on you!

William Ash
8690 West Kingsbury Avenue
St. Louis, MO 63124

LaRette Reese

From: Tom Sullivan <tsullivan@sullivanadvco.com>
Sent: Monday, September 12, 2022 11:50 AM
To: Council Comments Shared
Subject: Council Comments, Sept. 12, 2022

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



September 12, 2022

COUNCIL COMMENTS

RE: Agenda Item Nos. 7 & 8 (New Business)

I object to the \$3.4 million subsidy for a favored developer. There are so many things that stink about this deal, not the least of which is the development has already begun and there is no demonstrated need for a subsidy. Perhaps that explains why you are so anxious to shut the public out of Council meetings. It seems the developer, who is good buddies with City Hall, can just put the money in his pocket.

Sad to say but we have reached a point where the city government in University City is run by such dishonest and untrustworthy people that nothing any of you say can be trusted. We learned that with the Costco development. Mayor Terry Crow and then-Councilwoman Paulette Carr started lying at the beginning and never stopped. (*"Eminent domain will only be used for Public Storage."*) Everyone else backed up the lies.

It is time to bring this matter to the attention of the U.S. Attorney's office.

Tom Sullivan
751 Syracuse Avenue
University City, MO 63130

LaRette Reese

From: Rose OBrien <obrienrose@sbcglobal.net>
Sent: Monday, September 12, 2022 11:55 AM
To: Council Comments Shared
Subject: Council meeting

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

Why are there no comments allowed for the meeting this evening? I would like to have the opportunity to ask questions.

I believe the meeting is in regard to a very large tax abatement related to the Avenir project. I am opposed to such abatement. I don't think that they should be given preferential treatment to build the site - particularly since other luxury apartments nearby are not full. I am a neighbor to the proposed project and reside at 8706 Teasdale Ave. and am worried about potential increased traffic in my area as well as other hindrances from the project. A tax abatement just encourages that activity.

Rose O'Brien
314-974-3055
obrienrose@sbcglobal.net

LaRette Reese

From: Grace Collins <taylorcollins@att.net>
Sent: Monday, September 12, 2022 12:01 PM
To: William Ash
Cc: Council Comments Shared
Subject: Re: Re the Avenir proposals to be considered

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

Thank you Bill

I got my letter in by 2:13 am this morning- I just checked as I wasn't sure if I acknowledged my address - fortunately I did

Really appreciate your efforts and enormous amount of time

Grace

Sent from my iPhone

> On Sep 12, 2022, at 11:27 AM, William Ash <wmash47@gmail.com> wrote:

>

>

> Dear U-City Council Members,

>

> It seems clear that Charles Deutsch and Company and our University City Officials are working together with attorneys to create all the necessary documentation for the issuance of industrial bonds and tax abatement in advance of approval from the City Council. The bond issuance in particular, with its stated purpose of allowing the developer to purchase building materials and supplies, appears to be a highly sophisticated legal work-around to benefit the developer at the expense of St. Louis Municipalities who rely on sales taxes to fund their essential services. The tax abatement similarly, with the burden falling directly on U-City residents. Where has the developer justified that these programs are necessary for the Avenir project to occur, justified that is with documentation of project and ongoing operational costs that are insufficient "but for"?

>

> Secondly, I realize tonight's vote is for the first reading only, but

> nevertheless I feel the public is entitled to hear each of you speak out for the record on what your reasons are for voting for or against forwarding the bond issue and the tax abatement for second and third readings. And similarly if these bills move forward. Please remember that you are representing us, the citizens, and not our City officials or outside developers. The city has many needs, given the failure of Proposition F and the now urgent need to buy our 300 flooded homes along the Des Peres river. And isn't the remodelling of City Hall and similar projects now seen as a lower priority?

>

> Finally, I feel that doing this meeting virtual only--and then without allowing personal comments--is an unacceptable way to do the City's business. Where is the transparency and openness to our personal input? These Avenir bills should be tabled until a financial case for the necessity of tax abatement can be made available to the public, and an open meeting allowing citizens to speak can be subsequently arranged.

>

> Please stand up for a city government that works to the benefit of all of us. We are counting on you!

>

> William Ash

> 8690 West Kingsbury Avenue

> St. Louis, MO 63124

From: [Alex](#)
To: [Council Comments Shared](#)
Subject: Avenir Development
Date: Monday, September 12, 2022 8:19:42 AM

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

Dear City Council,

I understand that the Avenir Ch. 100 and Ch. 353 is on this week's agenda. I previously shared a letter of support and would like to reconfirm my support of the Ch. 100/353 for Avenir.

Thank you,
Name: Alex Kestenbaum
Address: 7580 Amherst Avenue, Saint Louis, MO 63130

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



NUMBER: <i>For City Clerk Use</i>	PH20220927-01
---	----------------------

SUBJECT/TITLE: 2022 Annual Property Tax Rates			
REQUESTED BY: Keith Cole - Director of Finance		DEPARTMENT / WARD: Finance / All	
AGENDA SECTION: Public Hearing		CAN ITEM BE RESCHEDULED? No	
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Not Applicable			
FISCAL IMPACT: Not Applicable			
AMOUNT:	N/A	ACCOUNT No.:	N/A
FROM FUND:	N/A	TO FUND:	N/A
EXPLANATION:			
STAFF COMMENTS AND BACKGROUND INFORMATION: <ul style="list-style-type: none"> -The Council of the City of University City will hold a public meeting at 6:30pm on Tuesday, September 27, 2022, on the proposed 2022 property tax rates. -The tax rates shall be set to produce substantially the revenue required to be provided from property tax as set forth in the annual adopted budget. This levy is subject to change pending action of the City Council. -The library will hold a separate Zoom(Virtual) public hearing at 5:15pm on Wednesday, September 28, 2022 			
CIP No.			
RELATED ITEMS / ATTACHMENTS: Notice of Public Hearing 2022 Tax Rate			
LIST CITY COUNCIL GOALS (S):			
RESPECTFULLY SUBMITTED: City Manager, Gregory Rose		MEETING DATE: September 27, 2022	



City of University City Notice of Public Hearing 2022 Tax Rate

The Council of the City of University City will hold a **(Virtual)** public hearing at 6:30 p.m. on **Tuesday, September 27, 2022** on the proposed 2022 property tax rates.

The public hearing can be observed via Live Stream on YouTube:

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

Additional details may be found on the City's website: <http://www.ucitymo.org/879/Virtual-Meetings>

Procedure for submitting Public Hearing Comments may be found on page 2 of this notice.

The tax rates shall be set to produce substantially the revenue required to be provided from property tax as set forth in the annual adopted budget. This levy is subject to change pending action of the City Council.

The library will hold a separate public hearing at 5:15 p.m. on **Wednesday, September 28, 2022**. The **(Virtual)** public hearing will be live streamed at the links below:

<https://www.facebook.com/UCityLibrary>

<https://www.youtube.com/channel/UCCZud8C4CmJsxJdY3z-9PVA/>

<u>Assessed Valuation</u>	<u>Current Tax Year 2022</u>	<u>Previous Tax Year 2021</u>
<u>City of University City</u>		
Residential	\$648,988,360	\$651,968,910
Commercial	\$76,636,419	\$76,860,709
Personal Property	\$93,981,135	\$75,737,503
<u>Library</u>		
Residential	\$648,988,360	\$651,968,910
Commercial	\$76,636,419	\$76,860,709
Personal Property	\$94,787,755	\$76,475,023
<u>University City Loop Special Business District</u>		
Residential	\$1,717,800	\$1,720,870
Commercial	\$10,940,380	\$10,328,570
<u>Parkview Gardens Special Business District</u>		
Residential	\$20,795,700	\$22,727,450
Commercial	\$1,947,370	\$1,687,810

	<u>Proposed Tax Rates</u>			<u>Proposed Revenue 2022-2023</u>
	<u>Residential</u>	<u>Commercial</u>	<u>Personal</u>	
City – General Revenue	\$0.448	\$0.487	\$0.680	\$ 3,824,727
City – Pension	\$0.133	\$0.133	\$0.195	\$ 1,120,533
Library	\$0.352	\$0.345	\$0.400	\$ 2,854,623
University City Loop District	\$0.376	\$0.394	\$0.000	\$ 49,564
Parkview Gardens District	\$0.433	\$0.774	\$0.000	\$ 105,118

The proposed 2022 Tax Rates are based upon current information. **The rates are subject to change prior to adoption based upon additional information from St. Louis County Collector or State Auditor concerning the Tax Rate calculation.**

Procedure for submitting Public Hearing Comments:

- 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 a name and address are not provided, the provided comment will not be recorded in the official record.

BY ORDER OF THE CITY COUNCIL OF UNIVERSITY CITY, MISSOURI
LaRette Reese, City Clerk
September 20, 2022 (updated)



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER:
For City Clerk Use PH20220927-02

SUBJECT/TITLE: Public Hearing for Easement Vacation of Briscoe Place.			
REQUESTED BY: John L. Wagner		DEPARTMENT / WARD Planning and Development	
AGENDA SECTION: Public Hearings		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 Easement Vacation of Briscoe Place.			
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 27, 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

1 of 1

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

Notice is hereby given that the City Council of University City will hold a public hearing on Tuesday, September 27, 2022, at 6:30 pm in the 5th Floor Council Chambers of City Hall, 6801 Delmar Boulevard, to consider an Easement Vacation to surrender and vacate the Right-of-Way of Briscoe Place. Please contact John Wagner at 314-505-8501 with questions about the proposed Easement Vacation. Persons with disabilities who require special arrangements to attend the public hearing should contact LaRette Reese at 314-505-8605 at least 5 days prior to the meeting. All interested parties are invited to attend.

12154441 County Sep. 11, 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 #	12154441
Placement	Countian St. Louis (MO) Government Hearings and Minutes
Schedule	9/11/2022 - 9/11/2022
# of Times	1 inserts
Base Charge*	23.20
Add'l Charges/Disc*	0.00
Payment Amount	0.00
TOTAL:	23.20
(Not an Invoice)	

ORDER KEYWORDS:

NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE CITY COUNCIL OF UNIVERSITY
CITY WILL HOLD A PUBLIC
HEARING ON TUESDAY,
SEPTEMBER 27, 2022, AT 6:30 PM
IN THE 5TH FLOOR COUNCIL
CHAMBERS OF CITY HALL, 6801
DELMAR BOULEVARD, TO
CONSIDER AN EASEMENT

Anchor Rate:	\$23.20
Subsequent Rate:	\$0.00

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



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER:
For City Clerk Use PH20220927-03

SUBJECT/TITLE: Public Hearing for Easement Vacation on Barby Lane			
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 Easement Vacation on Barby Lane, south of Delmar Boulevard.			
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, Gregory Rose	MEETING DATE:	September 27, 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

1 of 1

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

Notice is hereby given that the City Council of University City will hold a public hearing on **Tuesday, September 27, 2022, at 6:30 pm in the 5th Floor Council Chambers of City Hall, 6801 Delmar Boulevard**, to consider an Easement Vacation to surrender and vacate a portion of the Barbby Lane Right-of-Way. Please contact John Wagner at 314-505-8501 with questions about the proposed Easement Vacation. Persons with disabilities who require special arrangements to attend the public hearing should contact LaRette Reese at 314-505-8605 at least 5 days prior to the meeting. All interested parties are invited to attend.

12154438 County Sep. 11, 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 #	12154438
Placement	Countian St. Louis (MO) Government Hearings and Minutes
Schedule	9/11/2022 - 9/11/2022
# of Times	1 inserts
Base Charge*	23.20
Add'l Charges/Disc*	0.00
Payment Amount	0.00

TOTAL: 23.20
(Not an Invoice)

ORDER KEYWORDS:

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NOTICE IS HEREBY GIVEN THAT
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CITY WILL HOLD A PUBLIC
HEARING ON TUESDAY,
SEPTEMBER 27, 2022, AT 6:30 PM
IN THE 5TH FLOOR COUNCIL
CHAMBERS OF CITY HALL, 6801
DELMAR BOULEVARD, TO
CONSIDER AN EASEMENT

Anchor Rate:	\$23.20
Subsequent Rate:	\$0.00

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



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER:
For City Clerk Use PH20220927-04

SUBJECT/TITLE: Public Hearing for Easement Vacation on McKnight Place			
REQUESTED BY: John L. Wagner		DEPARTMENT / WARD Planning and Development	
AGENDA SECTION:	Public Hearings	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 Easement Vacation on McKnight Place, south of Delmar Boulevard.			
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 27, 2022

Missouri Lawyers Media

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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

Notice is hereby given that the City Council of University City will hold a public hearing on Tuesday, September 27, 2022, at 6:30 pm in the 5th Floor Council Chambers of City Hall, 6801 Delmar Boulevard, to consider an Easement Vacation to surrender and vacate a portion of the McKnight Place Right-of-Way. Please contact John Wagner at 314-505-8501 with questions about the proposed Easement Vacation. Persons with disabilities who require special arrangements to attend the public hearing should contact LaRette Reese at 314-505-8605 at least 5 days prior to the meeting. All interested parties are invited to attend.

12154430 County Sep. 11, 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 #	12154430
Placement	Countian St. Louis (MO) Government Hearings and Minutes
Schedule	9/11/2022 - 9/11/2022
# of Times	1 inserts
Base Charge*	23.20
Add'l Charges/Disc*	0.00
Payment Amount	0.00
TOTAL:	23.20
(Not an Invoice)	

ORDER KEYWORDS:

NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE CITY COUNCIL OF UNIVERSITY
CITY WILL HOLD A PUBLIC
HEARING ON TUESDAY,
SEPTEMBER 27, 2022, AT 6:30 PM
IN THE 5TH FLOOR COUNCIL
CHAMBERS OF CITY HALL, 6801
DELMAR BOULEVARD, TO
CONSIDER AN EASEMENT

Anchor Rate:	\$23.20
Subsequent Rate:	\$0.00

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



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER:
For City Clerk Use PH20220927-05

SUBJECT/TITLE: Public Hearing for Easement Vacation of Elmore Court.			
REQUESTED BY: John L. Wagner		DEPARTMENT / WARD Planning and Development	
AGENDA SECTION:	Public Hearings	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 Easement Vacation of Elmore Court.			
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, Gregoroy Rose	MEETING DATE:	September 27, 2022

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

Notice of Public Hearing

Notice is hereby given that the City Council of University City will hold a public hearing on Tuesday, September 27, 2022, at 6:30 pm in the 5th Floor Council Chambers of City Hall, 6801 Delmar Boulevard, to consider an Easement Vacation to surrender and vacate the Right-of-Way of Emore Court. Please contact John Wagner at 314-505-8501 with questions about the proposed Easement Vacation. Persons with disabilities who require special arrangements to attend the public hearing should contact Lafayette Reese at 314-505-8605 at least 5 days prior to the meeting. All interested parties are invited to attend.
12154444 County Sep. 11, 2022

Please Read Carefully

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PO #	
Order #	12154444
Placement	Countian St. Louis (MO) Government Hearings and Minutes
Schedule	9/11/2022 - 9/11/2022
# of Times	1 inserts
Base Charge*	23.20
Add'l Charges/Disc*	0.00
Payment Amount	0.00
TOTAL:	23.20
(Not an Invoice)	

ORDER KEYWORDS:

NOTICE OF PUBLIC HEARING
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HEARING ON TUESDAY,
SEPTEMBER 27, 2022, AT 6:30 PM
IN THE 5TH FLOOR COUNCIL
CHAMBERS OF CITY HALL, 6801
DELMAR BOULEVARD, TO
CONSIDER AN EASEMENT

Anchor Rate: \$23.20
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>	PH20220927-06
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SUBJECT/TITLE: Public Hearing for Easement Vacation of Orchard Court.			
REQUESTED BY: John L. Wagner		DEPARTMENT / WARD Planning and Development	
AGENDA SECTION:	Public Hearings	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 Easement Vacation of Orchard Court.			
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, Gregorory Rose	MEETING DATE:	September 27, 2022

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

Notice of Public Hearing

Notice is hereby given that the City Council of University City will hold a public hearing on Tuesday, September 27, 2022, at 6:30 pm in the 5th Floor Council Chambers of City Hall, 6801 Delmar Boulevard, to consider an Easement Vacation to surrender and vacate the Right-of-Way of Orchard Court. Please contact John Wagner at 314-505-8501 with questions about the proposed Easement Vacation. Persons with disabilities who require special arrangements to attend the public hearing should contact LaRette Reese at 314-505-8605 at least 5 days prior to the meeting. All interested parties are invited to attend.

12154453 County Sep. 11, 2022

Please Read Carefully

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PO #	
Order #	12154453
Placement	Countian St. Louis (MO) Government Hearings and Minutes
Schedule	9/11/2022 - 9/11/2022
# of Times	1 inserts
Base Charge*	23.20
Add'l Charges/Disc*	0.00
Payment Amount	0.00
TOTAL:	23.20
(Not an Invoice)	

ORDER KEYWORDS:

NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE CITY COUNCIL OF UNIVERSITY
CITY WILL HOLD A PUBLIC
HEARING ON TUESDAY,
SEPTEMBER 27, 2022, AT 6:30 PM
IN THE 5TH FLOOR COUNCIL
CHAMBERS OF CITY HALL, 6801
DELMAR BOULEVARD, TO
CONSIDER AN EASEMENT

Anchor Rate:	\$23.20
Subsequent Rate:	\$0.00

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



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER:
For City Clerk Use PH20220927-07

SUBJECT/TITLE: Public Hearing for Easement Vacation of Richard Court.			
REQUESTED BY: John L. Wagner		DEPARTMENT / WARD Planning and Development	
AGENDA SECTION:	Public Hearings	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 Easement Vacation of Richard Court.			
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, Gregory Rose	MEETING DATE:	September 27, 2022

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

Notice of Public Hearing

Notice is hereby given that the City Council of University City will hold a public hearing on Tuesday, September 27, 2022, at 6:30 pm in the 5th Floor Council Chambers of City Hall, 6801 Delmar Boulevard, to consider an Easement Vacation to surrender and vacate the Right-of-Way of Richard Court. Please contact John Wagner at 314-505-8501 with questions about the proposed Easement Vacation. Persons with disabilities who require special arrangements to attend the public hearing should contact LaRette Reese at 314-505-8605 at least 5 days prior to the meeting. All interested parties are invited to attend.
12154448 County Sep. 11, 2022

Please Read Carefully

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PO #	
Order #	12154448
Placement	Countian St. Louis (MO) Government Hearings and Minutes
Schedule	9/11/2022 - 9/11/2022
# of Times	1 inserts
Base Charge*	23.20
Add'l Charges/Disc*	0.00
Payment Amount	0.00
TOTAL:	23.20
(Not an Invoice)	

ORDER KEYWORDS:

NOTICE OF PUBLIC HEARING
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CITY WILL HOLD A PUBLIC
HEARING ON TUESDAY,
SEPTEMBER 27, 2022, AT 6:30 PM
IN THE 5TH FLOOR COUNCIL
CHAMBERS OF CITY HALL, 6801
DELMAR BOULEVARD, TO
CONSIDER AN EASEMENT

Anchor Rate:	\$23.20
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>	PH20220927-08
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SUBJECT/TITLE: PUBLIC HEARING FOR PROPOSED DEVELOPMENT PLAN FOR THE DELMAR BOULEVARD REDEVELOPMENT AREA (BILL NO. 9486)			
REQUESTED BY: Keith Cole - Director of Finance		DEPARTMENT / WARD Finance / All	
AGENDA SECTION:	Public Hearings	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: The City Manager recommends that the public hearing on the Development Plan be held.			
FISCAL IMPACT: Not Applicable			
AMOUNT:	N/A	ACCOUNT No.:	N/A
FROM FUND:	N/A	TO FUND:	N/A
EXPLANATION:			
STAFF COMMENTS AND BACKGROUND INFORMATION: Bill No. 9486, on the September 27, 2022 City Council agenda, approves a Development Plan for the Delmar Boulevard Redevelopment Area. State law and the University City Municipal Code require that a public hearing be held on the Development Plan before it may become effective, at which hearing all interested persons and taxing districts shall be given an opportunity to be heard. Notice of the public hearing and the Development Plan has been provided to the taxing districts and the public in the manner prescribed by law.			
CIP No.			
RELATED ITEMS / ATTACHMENTS:			
LIST CITY COUNCIL GOALS (S):			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	September 27, 2022



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

NUMBER: <i>For City Clerk Use</i>	PH20220927-09
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SUBJECT/TITLE: Liquor License for Nobu's Full Service Restaurant - 6253 Delmar Blvd. 63130			
REQUESTED BY: Keith Cole - Director of Finance		DEPARTMENT / WARD Finance / All	
AGENDA SECTION:	Public Hearing	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: N/A			
FISCAL IMPACT: N/A			
AMOUNT:	N/A	ACCOUNT No.:	N/A
FROM FUND:	N/A	TO FUND:	N/A
EXPLANATION: Nobu's Full Service Restaurant has applied for All Kinds of Intoxicating Liquor, By the Drink, Retail liquor license, including Sunday Liquor License.			
STAFF COMMENTS AND BACKGROUND INFORMATION: The Applicant / Managing Officer is George Kidera. A background check / Investigation by the Police Department revealed no disqualifying information. Department Approval has been granted from all necessary departments. Recommendations from University City credible resident citizens were obtained. Petition from business owners within a radius of 200 feet is included. A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business. A waiver of 2021 property tax assessment from St. Louis County was obtained. The waiver is for Liquor License only. Current voter ID Card for the applicant was provided.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: N/A			
LIST CITY COUNCIL GOALS (S): N/A			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	September 27, 2022



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

NUMBER: For City Clerk Use	CA20220927-01
--------------------------------------	----------------------

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 purchase approved by the City Manager as a result of the flood which occurred in our City.			
FISCAL IMPACT: Fiscal impact is \$94,946.30. Funds to come from General Fund Reserves.			
AMOUNT:	\$94,946.30	ACCOUNT No.:	
FROM FUND:	General Fund	TO FUND:	General 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 purchase. Currently, this is the known emergency purchase, 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 09.27.22 - 25 Yd. Leaf Vacuum Trailer Proposal			
LIST CITY COUNCIL GOALS (S):			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	September 27, 2022

City of University City Council Meeting
Agenda Item - Addendum (September 27, 2022)

Subject/Title:
Ratification of Emergency Purchases due to Flooding

<u>Description</u>	<u>Amount</u>
25 Yd. Leaf Vacuum Trailer	94,946.30
	<u>94,946.30</u>



MEMORANDUM

TO: Mr. Gregory Rose, City Manager
FROM: Darren Dunkle, Director of Parks, Recreation and Forestry
Acting Director of Public Works
DATE: September 20, 2022
SUBJECT: Leaf Vacuum Trailer - Recommendation

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

As a result of the storm event, we lost four of our leaf vacuums trailers that were used for our annual leaf pickup activities held in the fall and spring. The CIP budget has identified the replacement of a leaf vacuum box (trailer) for FY23, FY24 and FY25 in the amount of \$40,000.00 each.

Although, there may be a need to replace all four of the lost leaf vacuum trailers, staff has been able to locate one Leaf Vacuum Trailer from Key Equipment which is larger than the units that we have used in the past (25 yds. vs. 20yds.). Due to the supply and demand for such vacuum's Key Equipment only has one of these units available and is currently holding it for us, however, if we are not able to move forward within the next couple of days, they will have to remove the hold as they have another city that is ready to purchase it.

Accordingly, I request your approval in the emergency purchase of the Leaf Vacuum Trailer from Key Equipment through a cooperative purchasing agreement with HGAC Buy in the amount of \$94,946.30

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

Approved



September 15, 2022

City of University City
Attn: Mr. Todd Strubhart Public Works
1015 Pennsylvania Ave
University City, MO 63130



Re: Spartan Pro Trailer Mount
HGAC Contract: GR01-20



Todd,

Thank you for the opportunity to supply you with a proposal for a new Titan Spartan Pro Trailer Mount. Please review the features below.

Titan Spartan Pro Trailer Mount

Engine:

- Kubota 3800 Turbo Diesel 4 cylinder rated for 74 HP Tier 4
- Murphy PV450 Engine control Monitor with safety & High-Low shutdown mounted at operators' station
- Magnetic Perforated radiator screen
- Secondary prescreen in front of OEM radiator screen
- 50-gallon Aluminum fuel tank with sight gauge
- 11.5" Clutch assembly with 2-3/16" PTO shaft with 2 greaseable Pillow Block bearings

Fan & Blower Housing:

- Blower Housing: front and back constructed of 7ga. Steel, Outer Skin 10Ga Steel.
- 27" Suction impeller with six 3/8" thick, 12" wide AR-400 steel blades with two gussets per blade
- 5 strand 5VX Power band belt drive for suction impeller

Hose & Boom:

Hydraulic hose boom powered by Hydraulic Gear pump mounted to the engine
Proportional Hydraulics integrated with a Murphy PV450 engine control monitor.
Clear urethane collection hose
LED DOT lights and an oval LED amber flasher light at rear
Curbside pickup with underslung boom
12 volt dc power unit to operate raise/lower of the boom

Container:

25-yard containment box with DA scissor lift hoist
Radiused and tapered no stick dumping
Double hinged tailgate with hydraulic latch

Trailer:

Electric trailer brakes with break away system
HD height adjustable pintle eye
Adjustable pintle hitch rated for trailer capacity
Manual Crank Parking jack with drop foot jack stand 12,000lb
DOT Light Complaint with all LED lighting
24,000 tandem axle and running gear
Rigid heavy duty tongue – non adjustable
Oval Safety flashers at rear of unit
Wheel chocks

Fire Extinguisher



*Sample Photo

Additional Enhancements:

Clean Out Door, At the bottom of the vacuum housing there shall be a top-hinged clean-out door for easy removal of unwanted debris in the vacuum housing. The door shall have a safety interlock that will prevent the engine from starting if the door is open.

Tarp Rods and Tarp

25 yard Self Contain Unit Total Invoice:	\$92,370.00
HGAC Discount:	\$ 923.70
Freight, PDI, and Training:	\$ 3,500.00
Total Invoice:	\$ 94,946.30

This proposal becomes a contract for delivery and payment of the merchandise listed above when signed by the customer or one of its officers

Customer Name City of University City
By [Signature] Date 9/11/12
PO# _____

Kevin Foppe
Kevin Foppe
Territory Manager
Key Equipment & Supply Co.

Thank you for your continued trust in our products, service, and staff. If you have any questions, please don't hesitate to call me at 314-616-9617 or kfoppe@keyequipment.com.

St. Louis
Key Equipment & Quality Rents
13507 Northwest Industrial Drive
Bridgeton, MO 63044
800-325-4323

Kansas City
Key Equipment & Quality Rents
6716 Berger Avenue
Kansas City, KS 66111
800-262-0149

Springfield
Key Equipment & Quality Rents
1315 Ottis Street
Springfield, IL 62703
217-313-7408



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

NUMBER: <i>For City Clerk Use</i>	CA20220927-02
---	----------------------

SUBJECT/TITLE: Liquor License for Nobu's Full Service Restaurant - 6253 Delmar Blvd. 63130			
REQUESTED BY: Keith Cole - Director of Finance		DEPARTMENT / WARD Finance / All	
AGENDA SECTION: Consent		CAN ITEM BE RESCHEDULED? Yes	
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends the approval of the Liquor License.			
FISCAL IMPACT: Liquor License fee \$750.00			
AMOUNT:	N/A	ACCOUNT No.:	N/A
FROM FUND:	N/A	TO FUND:	N/A
EXPLANATION: Nobu's Full Service Restaurant has applied for All Kinds of Intoxicating Liquor, By the Drink, Retail liquor license, including Sunday Liquor License.			
STAFF COMMENTS AND BACKGROUND INFORMATION: The Applicant / Managing Officer is George Kidera. A background check / investigation by the Police Department revealed no disqualifying information. Department Approval has been granted from all necessary departments. Recommendations from University City credible resident citizens were obtained. Petition from business owners within a radius of 200 feet is included. A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business. A waiver of 2021 property tax assessment from St. Louis County was obtained. The waiver is for Liquor License only. Current voter ID Card for the applicant was provided.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: 1. Application for Liquor License 2. Inter-Office Memorandum Report from the Police Department			
LIST CITY COUNCIL GOALS (S): N/A			
RESPECTFULLY SUBMITTED: City Manager, Gregory Rose		MEETING DATE: September 27, 2022	



CITY OF UNIVERSITY CITY
APPLICATION FOR LIQUOR LICENSE
University City Municipal Code, Chapter 600 Section 600.060

INSTRUCTIONS: Read each question carefully. Make certain that each question is answered completely and correctly before you submit this application. If you need additional space, use the additional sheet provided at the end of this application. If a question does not apply to you, write N/A in the space, do not leave any blank fields. Submit all documents as requested. **PLEASE PRINT CLEARLY.**

Please note that this application may only be completed and filed by a sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license.

♦ AN APPLICANT IS NOT PERMITTED TO OPERATE UNTIL LICENSE IS ISSUED ♦

Applications must be accompanied by a non-refundable application filing fee of \$25.00

Type of license requested- separate license shall be obtained for each of the following classes of sales:
(Please check each classification that applies)

<input checked="" type="checkbox"/>	2-	All kinds of intoxicating liquor, by the drink, retail	\$450.00
<input type="checkbox"/>	4-	CLUB: All kinds of intoxicating liquor, by the drink, retail	200.00
<input type="checkbox"/>	5-	Malt liquor not in excess of 5% alcohol wholesaler to wholesaler	75.00
<input type="checkbox"/>	6-	Intoxicating liquor not in excess of 22% alcohol wholesaler to wholesaler	150.00
<input type="checkbox"/>	7-	Malt liquor not in excess of 5% alcohol wholesaler to retailer	150.00
<input type="checkbox"/>	8-	Intoxicating liquor not in excess of 22% alcohol wholesaler to retailer	300.00
<input type="checkbox"/>	9-	Malt liquor in excess of 3.2% and not in excess of 5% alcohol, by the package, retail	75.00
<input type="checkbox"/>	10-	Malt liquor in excess of 3.2% and not in excess of 5% alcohol, by the drink, retail	75.00
<input type="checkbox"/>	11-	Malt liquor not in excess of 5% beer and 14% wine, by the drink, retail	75.00
<input type="checkbox"/>	12-	Intoxicating liquor not more than 22%, by the package, retail	75.00
<input type="checkbox"/>	13-	Intoxicating liquor of all kinds, wholesaler to wholesaler	375.00
<input type="checkbox"/>	14-	Intoxicating liquor of all kinds, wholesaler to retailer	750.00
<input type="checkbox"/>	15-	Intoxicating liquor of all kinds, by the package, retail	150.00
<input checked="" type="checkbox"/>		Sunday Liquor License	300.00

I. BUSINESS APPLYING FOR LICENSE:		
A. BUSINESS NAME AND TYPE		<input type="checkbox"/> Sole Owner
Nobu's Full Service Restaurant		<input type="checkbox"/> Partnership
		<input checked="" type="checkbox"/> Corporation
		<input type="checkbox"/> Limited Liability Company
B. DESCRIPTION OF PREMISES AND ADDRESS:		C. PHONE:
DESCRIPTION: Sushi Restaurant		314.997.2303
ADDRESS: 6253 Delmar Rd. Saint Louis, MO 63130		
HOURS OF OPERATION: Tue-Th 5:00-9:00pm Fri & Sat 5:00-10:00pm		
II. MANAGING OFFICER:		
A. NAME: (LAST)	(FIRST)	(MIDDLE INITIAL)
KIDERA	GEORGE	S
B. ADDRESS, CITY & ZIP CODE:		C. PHONE:
1110 INDIAN CIRCLE DRIVE APT H. SAINT LOUIS, MO 63132		314.370.3781
D. DATE OF BIRTH:	F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)	
	314.323.9147	
G. PREVIOUS ADDRESS: (IF NOT AT PRESENT ADDRESS FOR 5 YEARS OR MORE)		
1159 OLIVE LAKE DRIVE APT. A. SAINT LOUIS, MO 63132		
H. IF FOREIGN BORN, PLEASE STATE COUNTRY, PLACE AND STATE OF NATURALIZATION:		
I. MISSOURI RESIDENT SINCE: (MONTH & YR)	K. TOWNSHIP:	L. COUNTY:
02/1983	OLIVETTE	SAINT LOUIS COUNTY
M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:		
OWNER OPERATOR 20%		
N. NAME OF CORPORATION, PARTNERSHIP OR CLUB: (IF APPLICABLE)		
NOBU'S INC.		
FOR PARTNERSHIP OR LIMITED PARTNERSHIP:		NUMBER OF MEMBERS:
A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY)		
FOR CORPORATION OR LIMITED LIABILITY COMPANY		NUMBER OF MEMBERS:
A3. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL OFFICERS, DIRECTORS AND STOCKHOLDERS OWNING 1% OR MORE INTEREST IN THE CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY. (USE PAGE 7 IF NECESSARY)		
TAEKO & NOBORU KIDERA - #6 LINDBERGH PLACE TERRACE SAINT LOUIS, MO 63146		
TAEKO KIDERA -	NOBORU KIDERA -	80%
OTHER PERSONS		NUMBER OF MEMBERS:
A4. LIST NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH FOR ALL OTHER PERSONS WHO HAVE AN INTEREST IN THE BUSINESS FOR WHICH LICENSE IS REQUESTED. (USE PAGE 7 IF NECESSARY)		
B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED: (USE PAGE 7 IF NECESSARY)		

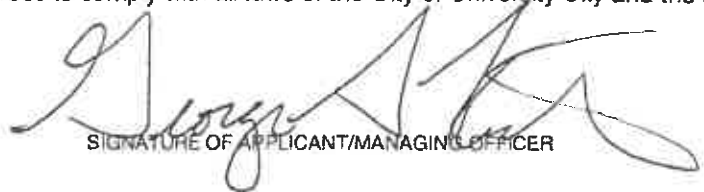
III. OTHER INFORMATION

<p>A. IS APPLICANT A QUALIFIED VOTER IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p>B. IS APPLICANT AN ASSESSED, TAX PAYING CITIZEN IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>												
<p>C. HAS APPLICANT PREVIOUSLY HELD A LIQUOR LICENSE OF ANY TYPE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM D)</p>	<p>D. EXPLAIN (WHEN, WHERE?) </p>												
<p>E. HAS APPLICANT, OR ANY EMPLOYEE, OR PROPOSED EMPLOYEES, EVER BEEN DENIED A LIQUOR LICENSE, OR HAD A LICENSE TO SELL LIQUOR REVOKED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM F)</p>	<p>F. EXPLAIN (WHEN, WHERE?) </p>												
<p>G. HAS APPLICANT EVER BEEN EMPLOYED IN ANY CAPACITY BY A BUSINESS WITH A BEER, WINE OR LIQUOR LICENSE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM H)</p>	<p>H. EXPLAIN (WHEN, WHERE?) Nobu's Japanese Restaurant 2018-2021 8643 Olive Blvd</p>												
<p>I. HAS THE APPLICANT, EMPLOYEE, OR PROPOSED EMPLOYEE EVER BEEN CONVICTED OF A VIOLATION OF ANY LAW REGULATING, CONTROLLING, OR PROHIBITING THE SALES OR MANUFACTURING OF INTOXICATING LIQUOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)</p>													
<p>J. HAS ANY DISTILLER, WHOLESALER, WINE MAKER, BREWER OR ANY EMPLOYEE, OR AGENT THEREOF, HAVE OR PROPOSE TO HAVE, ANY FINANCIAL INTEREST IN THE BUSINESS TO WHICH THIS APPLICATION APPLIES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)</p>													
<p>K. INDICATE THE TYPE OF BUSINESS, IF ANY, APPLICANT PROPOSES TO CONDUCT ON PREMISES IN ADDITION TO SALE OF INTOXICATING LIQUOR:</p> <p><input checked="" type="checkbox"/> RESTAURANT _____</p> <p><input type="checkbox"/> HOTEL DINING ROOM _____</p> <p><input type="checkbox"/> OTHER (PLEASE EXPLAIN) _____</p>													
<p>L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ _____ OTHER (INCLUDING LIQUOR) \$ _____</p>													
<p>M. IS THERE A SCHOOL, CHURCH, SYNAGOGUE, PUBLIC PARK OR PLAYGROUND WITHIN ONE HUNDRED FIFTY (150) FEET OF THE PROPOSED BUSINESS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, STATE THE NAME AND APPROXIMATE DISTANCES):</p>													
<p>N. IS THE APPLICANT INDEBTED TO ANY PERSON FOR MONEY OR PROPERTY, TO BE USED IN THE LICENSED BUSINESS? (IF YES, STATE AMOUNT OF INDEBTEDNESS AND TO WHOM IT IS OWED.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">AMOUNT OWED:</td> <td style="width:30%;">NAME:</td> </tr> <tr> <td>\$ _____</td> <td>_____</td> </tr> <tr> <td colspan="2">ADDRESS, CITY, STATE, & ZIP:</td> </tr> <tr> <td colspan="2">_____</td> </tr> <tr> <td>PHONE:</td> <td>OCCUPATION:</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	AMOUNT OWED:	NAME:	\$ _____	_____	ADDRESS, CITY, STATE, & ZIP:		_____		PHONE:	OCCUPATION:	_____	_____
AMOUNT OWED:	NAME:												
\$ _____	_____												
ADDRESS, CITY, STATE, & ZIP:													

PHONE:	OCCUPATION:												
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STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

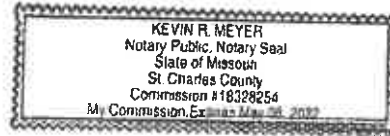
Comes now George Kidera of lawful age, being first duly sworn upon oath, deposes and says that he or she: (1) is the sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license, (2) is authorized to make this application, (3) has read this application and understands same, (4) knows the contents of this application, (5) swears that the answers and statements contained in this application are true and correct, and (6) on behalf of the applicant, agrees to comply with all laws of the City of University City and the State of Missouri relevant to the applicant's business.


SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 23 OF July 2021


NOTARY PUBLIC

MY COMMISSION EXPIRES: 05/08/2022



THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief _____	Date: _____
Comments: _____	
Community Development _____	Date: _____
Comments: _____	
City Manager _____	Date: _____
Comments: _____	

IV. SUNDAY LIQUOR LICENSE

If application is for Sunday liquor license, complete the following section:

Under the provisions of Chapter 600, Section 600.260 of the Municipal code of the City of University City, application is hereby made for a license to sell intoxicating liquor between the hours of 9:00 A.M. and midnight on Sundays.

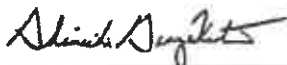
A. APPLICANT NAME: (LAST)	(FIRST)	(MIDDLE INITIAL)
KIDERA	GEORGE	S.

B. BUSINESS NAME: Nobu's	PHONE NUMBER: 314.323.9147
-----------------------------	-------------------------------

Type of Liquor License held or applied for:

- 1-2 All kinds of intoxicating liquor, by the drink, retail
- 9 Malt liquor in excess of 3.2% not in excess 5% alcohol, by the package, retail
- 10 Malt liquor in excess of 3.2% not in excess 5% alcohol, by the drink, retail
- 11 Malt liquor not in excess of 5% beer and 14% wine, by the drink, retail
- 12 Intoxicating liquor not more than 22%, by the package, retail
- 15 Intoxicating liquor of all kinds, by the package, retail

For the purpose of obtaining said Sunday Liquor license: applicant states that at least fifty percent (50%) of the gross income of the restaurant bar at the above location is derived from the sale of prepared meals or food consumed on the premises, or which has an annual gross income of at least two hundred seventy-five thousand dollars (\$275,000.00) from the sale of prepared meals or food.



Signature of Applicant

MANAGING OFFICER & OWNER OPERATOR

Title of Applicant

Date

July 23, 2021

V. RECOMMENDATIONS- COMPLETE IF APPLYING FOR LICENSE TYPE 2, 10, OR 11

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 600.060 of University City Municipal Code.

Each of the following recommendations is to be filled in and signed by a credible resident citizen of University City, vouching for the character of the applicant.

1) Date: Aug 20 2021 Na me: Jennifer Kaslow
Location of University City real property taxed in your name: Mashuggah Cafe
How long have you known applicant? N/A Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? NO
Phone Number: 314-386-363-346 Signature: [Signature]

2) Date: Aug 20/21 Na me: Bing Zhu
Location of University City real property taxed in your name: perfect taste
How long have you known applicant? N/A Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? NO
Phone Number: 314-833-5187 Signature: [Signature]

3) Date: Aug 20 Na me: Mohammed ~~Qachdeh~~ (American Filatel)
Location of University City real property taxed in your name: 6314 Delmar
How long have you known applicant? N/A Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? NO
Phone Number: 314 720 4321 Signature: [Signature]

4) Date: 8-20 Na me: Ryan Pinkston ~~Ryan~~ (Three Kings)
Location of University City real property taxed in your name: 6307 Delmar
How long have you known applicant? N/A Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? NO
Phone Number: 314-721-3388 Signature: [Signature]

5) Date: 8-20-21 Na me: Joe Edwards (Peacock Loop Pina)
Location of University City real property taxed in your name: 6261 Delmar
How long have you known applicant? N/A Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? YES
Phone Number: 314-727-0110 Signature: Joe Edwards



6801 Delmar Blvd University City,
MO 63130 Tel: (314) 505-8544
Fax: (314) 863-0921

VI. PETITION- COMPLETE IF APPLYING FOR LICENSE TYPE 2, 10, OR 11

Under Chapter 600, Section 600.080, a petition must be submitted in favor of the license. **Please Note:** In the absence of valid petitions, the city council must have a five-sevenths vote to approve the license.

The undersigned taxpaying citizens, record owners of property within a radius of 200 feet of the primary public entrance of the premises in which the applicant proposes to sell intoxicating liquor, and owners occupying or conducting a business on the main or surface floor of buildings within such radius, hereby approve the foregoing application, and consent to the issuance to the applicant of a license to sell intoxicating liquor by the drink, to be consumed on the premises where sold:

NAME

ADDRESS

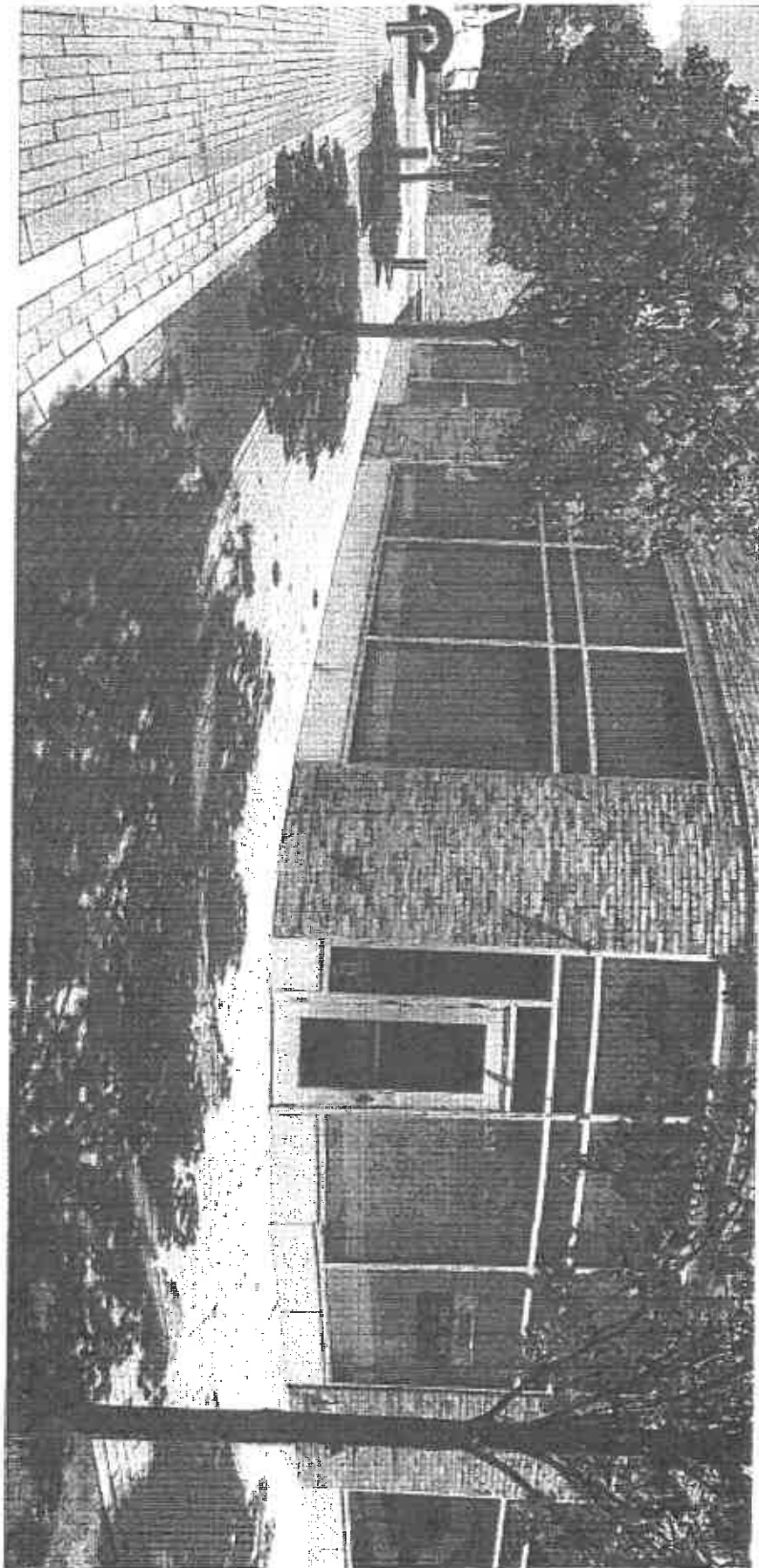
Bob Madden <i>Bob Madden</i>	Blicks Art Materials 6300 Delmar 63130

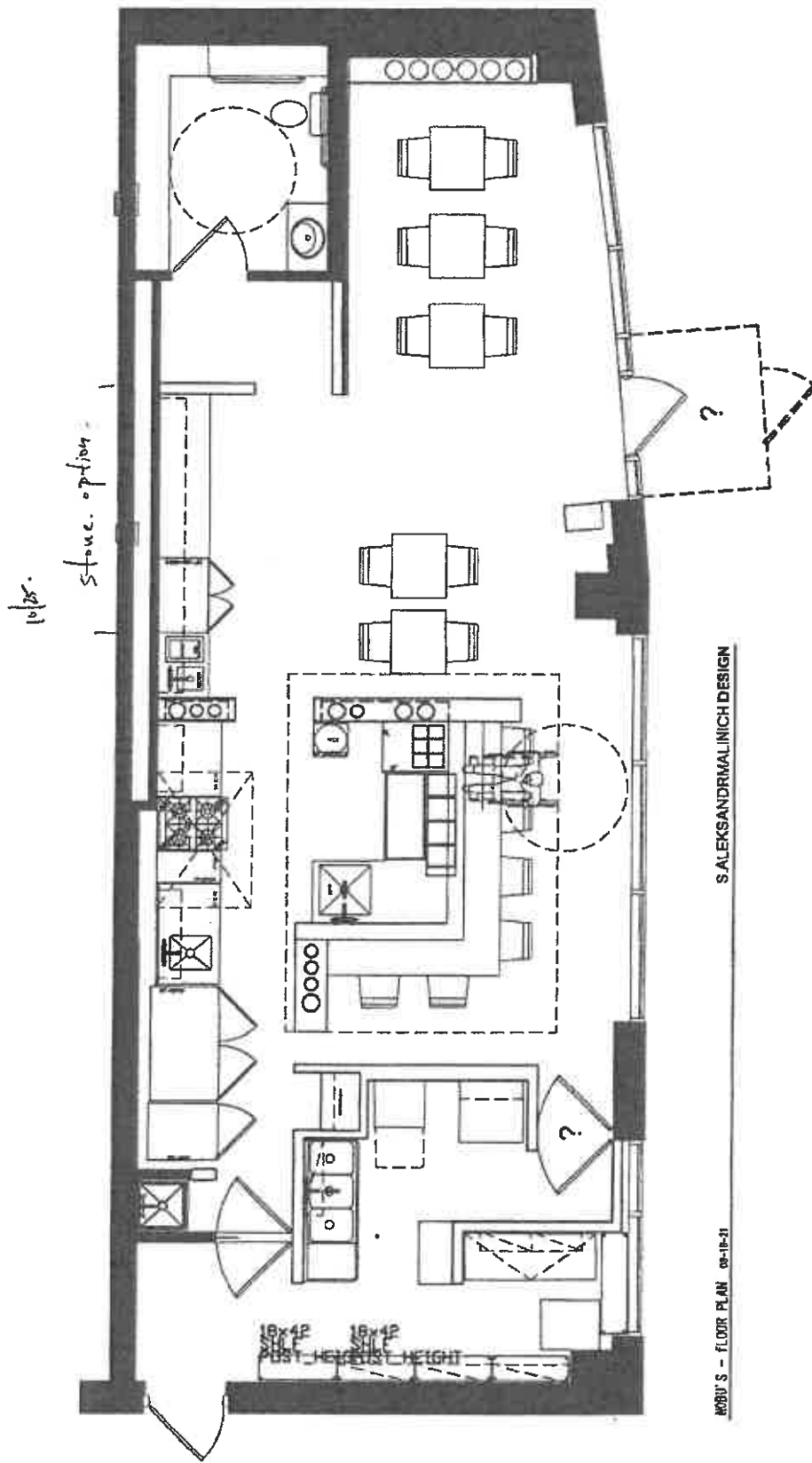
(Attach additional sheet if necessary)

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NOBU'S INC.

Nobu's

Prepared for: University City

Prepared by: George S. Kidera, curator & part owner

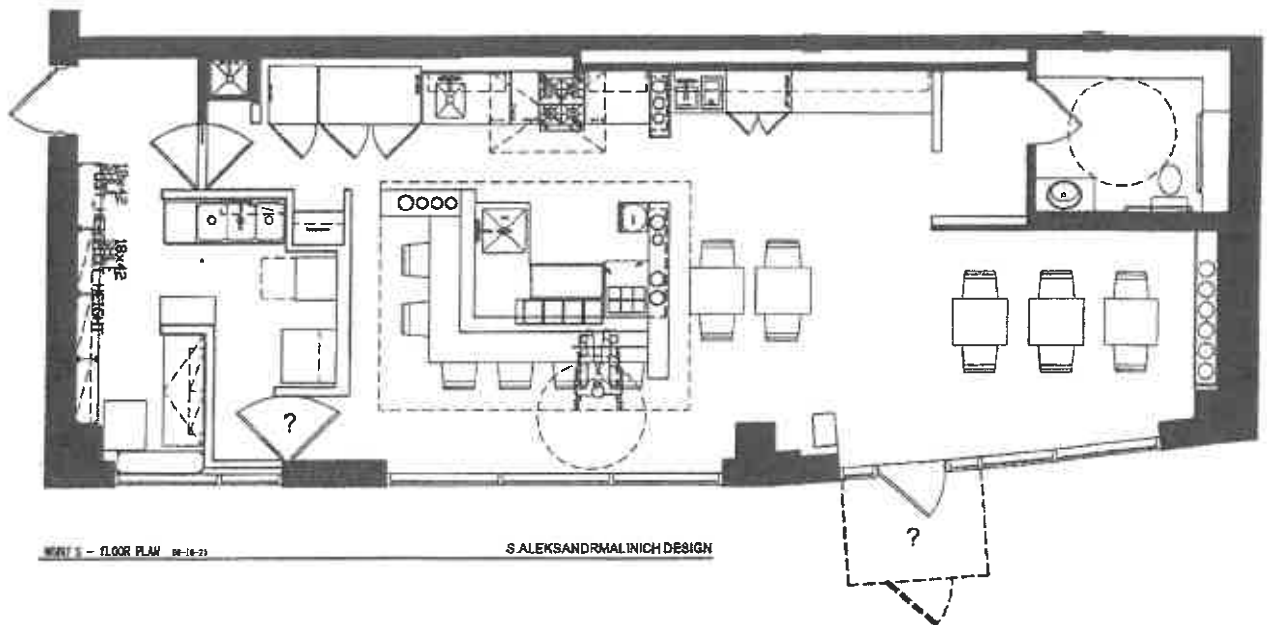
November 4, 2021

Address:

6253 Delmar Blvd

Saint Louis, MO 63130

nobustl.com



NOBU'S

DESCRIPTIVE SUMMARY

- A full service Japanese food establishment focusing on sushi and seafood based cuisines
- Former Subway space (964 sqft.) conversion
- 6 counter stool seating area sushi bar & 12 dining seats comprised of 6 tables
- Wooden floors in main dining area
- Tiles in BOH (back of house)
- Drop down ceiling soffit in sushi counter area
- ADH fully compliant walkway and restroom area
- 1 sandwich prep refrigerator at sushi counter
- 1 48" sushi case
- 1 under mount sink at sushi counter area
- 1 double compartment freezer
- 1 four compartment glass door refrigerator
- 1 under counter beverage cooler
- 1 mob sink area & 1 water heater above 60 gallon above
- 48" stainless steel island with hand washing sink left side
- 1 serve hand washing area with ice bin
- 1 storage 6ft deep freezer unit BOH (back of House)
- Multiple stainless steel storage shelves throughout BOH
- Adding gas line & Exhaust system to accommodate: 4 burner stove / single oven / 1 salamander / 1 fryer
- 3 compartment sink w/ single door dishwasher unit with grease trap
- Initial operation: 5 days a week Tuesday - Saturday 17:00-21:00
- Outdoor dining additions TBD later for spring & summer seasons

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: (573) 751-9268
Fax: (573) 522-1265
E-mail: taxclearance@dor.mo.gov

NOBUS INC
6 LINBERGH PLACE TERRACE
SAINT LOUIS, MO 63146

SEARCH DATE: September 02, 2022
DATE CLEARED THROUGH: 10/04/2022
UNIVERSITY CITY

MISSOURI ID: 12980447
Notice Number: 2032791064

CERTIFICATE OF NO TAX DUE

The Department of Revenue, State of Missouri, certifies that this taxpayer/account has filed all required returns and paid all sales or withholding tax due, including penalties and interest, or does not owe any sales, use, and withholding tax, according to the records of the Missouri Department of Revenue. These records do not include returns that are not required to be filed as of this date for taxes previously collected or that have been filed but not yet processed by the Department.

This statement only applies to sales and withholding tax due and is not to be construed as limiting the authority of the Director of Revenue to assess, or pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE
TAXATION DIVISION

CC.042 - Creve Coeur

73375498



Saint Louis
COUNTY
ELECTION BOARD

IDC2019



*****ECRWSH**C 080

George S Kidera

6 Lindbergh Place Ter

Saint Louis MO 63146-5903

Voter Identification Card



WAIVER

DATE 8-25-2022

STATE OF MISSOURI
COUNTY OF SAINT LOUIS
41 SOUTH CENTRAL AVE.
SAINT LOUIS, MISSOURI 63105
314-615-5500

THIS IS TO CERTIFY THAT:

George Kidera S.
1110 Indian Circle Dr Apt H
St. Louis, Mo. 63132

THE TANGIBLE PERSONAL
PROPERTY SHOWN ON THIS
FORM WAS NOT SUBJECT TO
PERSONAL PROPERTY TAX
ASSESSMENT FOR THE YEAR OF

2021 AND XX

YEAR	MAKE	MODEL
<u>X</u>	<u>Liquor License only</u>	

AUTHORIZED BY Mark Montarone
DEPUTY FOR ST. LOUIS COUNTY DEPARTMENT OF REVENUE
MARK R. DEVORE
COLLECTOR

STATE LICENSE OFFICES: PLEASE PLACE STAMP ON REVERSE SIDE TO INDICATE SALE OF LICENSE PLATES.



Inter-office Memo



Date: 09/15/2022

TO: Colonel Hampton, Chief of Police DSN 391
FROM: Lieutenant Shawn Whitley DSN 372
SUBJECT: 6253 Delmar Blvd (Liquor License Application)
CC:

Business

Nobu's Full Service Restaurant
6253 Delmar Blvd
University City MO. 63130

Applicant/Owner

Applicant: George S. Kidera
Home Address: 1159 Olive Lake Dr. Apt #A, Olivette MO. 63132
D.O.B.
SSN: N/A
Phone: 314-370-3781

Sir,

I have reviewed the findings of the investigation completed by Detective Nodari concerning the liquor license application submitted by, **George Kidera, located at 6253 Delmar Blvd, University City, MO 63130.** Det. Nodari's investigation was thorough and revealed no cause for a denial for a City of University Liquor License as applied for by George Kidera of Nobus Full Service Restaurant.

Respectfully Submitted,

Lieutenant Shawn Whitley DSN 372
Handwritten signature of Shawn Whitley with "372" written below it.

Chief Larry Hampton DSN 391
Handwritten signature of Larry Hampton.

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



NUMBER: <i>For City Clerk Use</i>	CA20220927-03
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SUBJECT/TITLE: Westgate Supplemental Engineering Services Contract			
REQUESTED BY: Darren Dunkle		DEPARTMENT / WARD Public Works Ward 2	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	no
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: Move to approve the Supplemental agreement with CMT Engineers and authorizes the City Manager to execute the contract contained in Council's packet.			
FISCAL IMPACT: \$27,681.20			
AMOUNT:	\$27,681.20	ACCOUNT No.:	12-40-90-8080
FROM FUND:		TO FUND:	
EXPLANATION: Additional work as authorized by the Engineering Division to perform title work, ROW acquisition services, and additional final plans and bidding phase services.			
STAFF COMMENTS AND BACKGROUND INFORMATION: Council originally approved a contract agreement with CMT in the amount of \$236,250.00 for design, ROW, and construction engineering services. One hundred eighty-nine thousand of that was to be funded by a Federal STP grant with the remaining amount of \$47,250.00 to be paid by the city. This supplement would increase the city's share up to \$74,931.20.			
CIP No.	PWST22-02		
RELATED ITEMS / ATTACHMENTS: 1. Supplement Agreement			
LIST CITY COUNCIL GOALS (S):			
RESPECTFULLY SUBMITTED:	Gregory Rose, City Manager	MEETING DATE:	September 27, 2022

**CITY OF UNIVERSITY CITY
STP-5402 (616)
WESTGATE AVENUE IMPROVEMENTS

SUPPLEMENTAL AGREEMENT NO. 1
TO
ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of an agreement dated April 11th, 2019 between the City of University City and Crawford, Murphy & Tilly, Inc (CMT), for professional services of the Westgate Avenue Improvements Project STP-5402 (616). The purpose of this Supplemental Agreement is to:

- 1) Order additional title work by CMT's subconsultant, EDSI, resulting in additional direct costs.
- 2) Perform additional ROW acquisition services at the request of the City.
- 3) Perform additional final plans and bidding phase services.

These additional services shall be in an amount not to exceed (twenty-seven thousand, six hundred and eighty-one dollars and twenty cents) (\$27,681.20) without further authorization. The total engineering and right-of-way services (original and supplement #1) shall be in an amount not to exceed one hundred seventy-three thousand, four hundred and thirty-four dollars and thirty-three cents (\$173,434.33).

This supplement agreement shall be used for design services and right of way services, which results in the following not to exceed values for the three phases of the project:

- A. For design services, including work through the construction contract award stage, the total engineering design services (original and supplement #1) shall not exceed one hundred forty-eight thousand, four hundred thirty-seven dollars and fifty-five cents (\$148,437.55).
- B. For right-of-way services, the total right-of-way services (original and supplement #1) shall not exceed twenty-four thousand, nine hundred ninety-six and seventy-eight cents (\$24,996.78).
- C. For construction inspection services, the total construction inspection services (original) shall not exceed eighty four thousand, nine hundred eighty-seven and thirty cents (\$84,987.30). This is the original contract amount and is not changed with this supplement #1.

Attachment A outlines the cost breakdown for this Supplemental Agreement.

Original Contract Ceiling	\$230,740.43
Supplemental Agreement No. 1	\$27,681.20
TOTAL	\$258,421.63

Supplement Agreement No. 1 accepted as defined herein:

OWNER: City of University City, Missouri ENGINEER: Crawford, Murphy & Tilly, Inc.

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

ATTEST:

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

Executed by the City on the _____ day of _____, 2022.

ATTACHMENT A CMT HOUR DATA AND FEE ESTIMATE (University City Westgate Ave Improvements)

Task No	Task Description	Principal	Project Engineer II	Project Engineer I	Senior Engineer I	Engineer I	Senior Planner	Senior Technician I	Technician II	Technician I	Administrative/Accounting Assistant	Total Hours	Labor Costs
PE-7	FINAL PLANS AND BIDDING PHASE (100%)												
1	Finalize PS&E			10	10	40						60	
2	Revise PS&E based upon City/MoDOT comments			2	2	2						4	
3	Submit 100% sealed bid package			2	2	2						6	
	Sub Total CMT Hours	0	0	12	14	44	0	0	0	0	0	70	
	Hourly Salary	\$89.91	\$72.91	\$57.89	\$42.00	\$32.09	\$41.64	\$40.40	\$35.18	\$26.87	\$20.77		
	Sub Total CMT Labor Cost	\$0.00	\$0.00	\$692.28	\$587.24	\$1,438.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,727.68
	Task Hours Check												
ROW-1	RIGHT OF WAY ACQUISITION												
1	Assist the City in drafting letters for T.C.E. easements			18	0	0	0	0	0	0	0	18	
2	Assist the City in donation requests			3	0	0	0	0	0	0	0	3	
	Sub Total CMT Hours	0	0	21	0	0	0	0	0	0	0	21	
	Hourly Salary	\$89.91	\$72.91	\$57.89	\$42.00	\$32.09	\$41.64	\$40.40	\$35.18	\$26.87	\$20.77		
	Sub Total CMT Labor Cost	\$ -	\$ -	\$ 2,076.84	\$ -	\$ -	\$ 3,331.20	\$ -	\$ -	\$ -	\$ -		\$ 5,408.04
	Task Hours Check												

CMT FEE SUMMARY

Task	Labor Costs	Payroll Overhead	GENERAL & ADMIN.			Direct Costs	Total Cost	DIRECT COSTS			Total
			General & Admin. Overhead	Profit	Service By Others			Mileage	Misc.		
PE-7 Final Plans and Bidding Phase (100%)	\$2,727.68	\$1,658.62	\$3,060.14	\$971.89	\$0.00	\$8,448.54	\$0.00	\$0.00	\$0.00	\$0.00	\$8,448.54
ROW-1 Right of Way Acquisition	\$5,408.04	\$3,288.03	\$6,126.23	\$1,929.98	\$2,482.49	\$19,232.36	\$0.00	\$0.00	\$2,482.49	\$0.00	\$24,714.85
TOTAL	\$8,135.92	\$4,947.45	\$9,216.37	\$2,898.67	\$2,482.49	\$27,881.20					

Direct cost of \$2,482.49 is the additional file work (out of scope) that EDISI had to order. It is included on their sub invoice #4 dated 11/16/2020 and is included on CMT's Invoice 0219195 dated 1/20/2021.



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER: <i>For City Clerk Use</i>	CM20220927-01
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SUBJECT/TITLE: Annex Trinity Update - Trivers			
REQUESTED BY: Brooke A. Smith, Deputy City Manager		DEPARTMENT / WARD City Manager's Office	
AGENDA SECTION:	City Manager's Report	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends the Council receive this presentation.			
FISCAL IMPACT: TBD			
AMOUNT:	TBD	ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: Representatives from Trivers will be present to provide the Council with updates on the renovation projects.			
STAFF COMMENTS AND BACKGROUND INFORMATION: N/A			
CIP No.			
RELATED ITEMS / ATTACHMENTS: Presentation			
LIST CITY COUNCIL GOALS (S):			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	September 27, 2022

**U City Annex + Trinity Renovation
Cost Estimate Update – Construction Documents**

September 27, 2022 – City Council Meeting



Scope of Work – Construction Documents Overall Updates

- Renovations for the Annex+Connector and Trinity Buildings for Police and Courts include:
 - Provide a new Main Entry point for the City Hall Campus
 - *Development of New Entries and detailing at Annex + Connector*
 - Restore remaining historic architectural features in the Annex and Trinity buildings
 - *Material Selections*
 - *Restoration of third floor skylight at Annex*
 - Provide accessible entries and security check points for the Annex Connector and Trinity buildings at new public front entries; new elevator for the Trinity Building
 - *Elevator variance GRANTED for existing Annex elevator*
 - Updated/added restrooms to meet accessibility requirements
 - Create a one-stop window for public facing City Hall services in the Connector; amenities in the Connector to support Community Programs
 - Structural retrofit as required for essential services
 - *Annex Seismic Retrofit priced as alternate for cost visibility*
 - *FFE excluded from Construction Costs but estimates provided for Project Cost planning (shooting range, police lockers/high-density storage, metal detection and package scanners)*
- Site Improvements include (fence changes):
 - Remove temporary police structures (by others)
 - Provide secure parking areas for police parking and sallyport
 - *Secure fence perimeter reduced and fence type revised*
 - Provide new Public and Accessible Parking and drop-offs, entry plazas and landscaping
 - Provide new generator for Police Facility

Construction Cost Estimate Summary

Comparison from Schematic Design to Design Development to Construction Documents

January 5, 2022 (SD)	April 26, 2022 (DD)	August 30, 2022 (CD)	DEVIATIONS FROM DD to CD
Annex \$13,367,158	Annex \$14,102,024	Annex \$15,868,683	Annex +\$1,766,659
Trinity \$ 3,517,536	Trinity \$ 3,968,245	Trinity \$ 4,308,896	Trinity + \$340,651
Site Work \$ 2,936,054	Site Work \$ 3,154,730	Site Work \$ 2,995,443	Site Work - \$159,287
SUB TOTAL \$19,820,748	SUB TOTAL \$21,225,000	SUB TOTAL \$23,173,022	SUB TOTAL +\$1,948,023
Seismic Retrofit \$ 438,639	Seismic Retrofit \$ 851,749	Seismic Retrofit \$ 769,742	Seismic Retrofit - \$82,007
TOTAL \$20,259,441	TOTAL \$22,076,749	TOTAL \$23,942,764	TOTAL +\$1,866,016

Escalation continues to trend high due to current supply chain climate

- Specific design items of note:
 - Steel volatility
 - Detention Truss Walls (\$1.2M installed, vendor pricing)
 - Repointing allowance defined, 50% (+165K)
- Mechanical final detailing, routing and controls design
- Electrical power/data final distribution and back-up power UPS requirements
- Dry-pipe sprinkler system for critical infrastructure areas (Annex)
- Site Work reduced secure fence extents and type of fencing

Previous Cost Estimate

From Design Development Documents

+\$1,817,308 from SD estimate (9%)

University City - Annex & Trinity Buildings Design Development						
	Base Estimate Cost	General Conditions 6.00%	Escalation 4.44%	Design Contingency 10.00%	GC Overhead & Profit 12.00%	Total Cost
A01 Annex + Connector Bldg.	\$10,339,464	\$620,368	\$486,617	\$1,144,645	\$1,510,931	\$14,102,024
B01 Trinity Building	\$2,909,478	\$174,569	\$136,932	\$322,098	\$425,169	\$3,868,245
C01 Sitework - City Hall Campus	\$2,313,017	\$138,781	\$108,880	\$256,068	\$338,007	\$3,154,730
Total Costs	\$15,561,959	\$933,718	\$732,408	\$1,722,808	\$2,274,107	\$21,225,000
	Base	6.00%	4.44%	10.00%	12.00%	Total
D01 Annex Seismic Retrofit	\$624,494	\$37,470	\$29,391	\$69,135	\$91,259	\$851,749
						+\$1,404,252
						\$443,110

1895 South Mayes Road
Suite 407B
Oakwood Terrace, L 88881
630 477-6666
www.ccs.com

- Estimates based on drawings dated March 31, 2022
- Escalation assumes construction start of Fall 2022
- Design fees not included
- FFE not included



Current Cost Estimate

From Construction Documents

+\$1,866,016 from DD estimate (8.5%)

Annex + Connector and Trinity Building

September 19, 2022 Rev 2
Recommended Owner Contingencies

Estimated Bid Costs	Raw Cost	GC O & P 18.00%	Escalation 4.44%	Total Cost	Phasing/Complexity Factor 2.00%	Construction Contingency 10.00%
A01 Annex & Connector	\$12,876,327	\$2,317,739	\$674,617	\$15,868,683 +\$1,766,659	\$303,881	\$1,586,868
A02 Trinity	\$3,496,368	\$629,346	\$183,182	\$4,308,896 +\$340,651	\$82,514	\$430,890
A03 Sitework	\$2,430,593	\$437,507	\$127,344	\$2,995,443 -\$159,287	\$57,362	\$299,544
Total Costs	\$18,803,288	\$3,384,592	\$985,142	\$23,173,022 +\$1,948,023	\$443,758	\$2,317,302
A04 Alt # 1- Struct Seismic OFOI Items not included in Estimate **	\$624,592	\$112,427	\$32,724	\$769,742 -\$87,007	\$14,740	\$76,974
Annex	\$540,981			\$540,981		
Trinity	\$48,000			\$48,000		

1615 North Myrtle Road
Suite 1079
Olathe, Kansas, 66041
816.241.2000
www.trivers.com

- NOTE: ** Owner Furnished/Owner Installed Items are the following, Shooting Range, Bradford Systems, X-Ray Machine & Metal Detector
- Estimates based on drawings dated August 5, 2022
 - Escalation assumes construction start of Fall 2022
 - Drawings Complete, no longer carrying Design Contingency
 - Recommend Owner/Construction Contingencies
 - FFE not included** see OFOI equipment estimates
 - Design fees not included

Bidding and Construction: Next Steps

MOVING THROUGH APPROVALS & CONTRACTING PROCESSES

SEPTEMBER 2022

- Building Permits – signed/sealed sets submitted 8/31
- City Council Meeting Agenda 9/27
 - Site Development Plan Approval
 - City Council Budget Update
- City Solicitation for Bidder Pre-Qualification and/or Bids

OCTOBER 2022

- Procurement
 - Bidding & Contractor Selection
 - Value Engineering Considerations
 - Contract Award & Financing

ADDITIONAL CONSULTING RECOMMENDATIONS (FY2024)

- Wayfinding Scope
- Furniture Fixtures & Equipment Scope (FFE, OFOI needs assessment)

Project Schedule

- Regular Meeting Schedule
 - a) Construction OAC's, TBD
- Bidding & Construction – 9/2022 thru 2023/24
 - a) Building Prep/Move-out & Abatement + Related Capital Improvement Projects
 - b) Permitting – 9/2022
 - c) Bidding + Contractor Selection – 9/2022-10/2022
 - d) Construction Begins – 10/2022
 - e) Final Completion** – 12/2023 (**Estimate Phase 1)

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



NUMBER: <i>For City Clerk Use</i>	CM20220927-02
--------------------------------------	---------------

SUBJECT/TITLE: SPR 22-03 - Application for Site Plan Review and Approval for the University City Annex and Trinity Building renovation.			
REQUESTED BY: John L. Wagner		DEPARTMENT / WARD: Community Development/Ward 2	
AGENDA SECTION: City Manager's Report		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			
STAFF COMMENTS AND BACKGROUND INFORMATION: The Applicant's request is for Site Plan approval for the development and renovation of University City's Annex for the Police Department and the Trinity Building for the Courts.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: Attached are the Staff Report, Applicant Memo, Site Development Plan, Landscape Plan and Architectural Renderings and the Site Plan Review Application.			
LIST CITY COUNCIL GOALS (S):			
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	September 27, 2022



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: SPR 22-03
COUNCIL DISTRICT: 2
Type of Review: Site Plan
Location: 6801 Delmar Boulevard
Property Owner: City of University City
Applicant: City of University City
Requested Action: Site Plan approval for the proposed Annex and Trinity Building Renovation in the "PA" Public Activity District.

STAFF RECOMMENDATION

Approval Approval with Conditions Denial

Existing Zoning: "PA" Public Activity District.
Existing Land Use: City Hall, Police Department
Proposed Zoning: No change – "PA" Public Activity District.
Proposed Land Use: City Hall, Police Department, Municipal Courts

Surrounding Zoning:

North: SR – Single-family Residential District, HRO – High-density Residential/Office
East: CC – Core Commercial District
South: PA – Public Activity District, HR – High-density Residential
West: SR – Single-family Residential District

COMPREHENSIVE PLAN CONFORMANCE

Yes No No reference

ATTACHMENTS:

1. Applicant Memorandum
2. Site Plan
3. Landscape Plan
4. Architectural Renderings

Existing Property and History

The subject property is approximately 5.52 acres in size and is occupied by the existing City Hall, Annex Building and Trinity Building. This lot was consolidated into one lot from three earlier this year and includes the University City Library. The requested site plan approval does not contemplate improvements to the City Hall and Library.

Applicant's Request

University City seeks to renovate the Annex and Trinity buildings in the existing City Hall Plaza Historic District for the purposes of creating greater internal efficiencies for the Police Department and Municipal Courts, as well increasing security and public access to departments in a shared one-stop location in the building connecting City Hall and the Annex.

Process – Required City Approvals

City Council: Sections 400.2590 and 400.2630 of the Zoning Code require that site plans for new non-residential additions be reviewed and approved by City Council. In conducting its review, City Council shall consider the staff report and the application to determine if the proposed site plan application meets the requirements of the Zoning Code. No public hearing is required.

Analysis

Review of this application focused on two aspects of Site Plan: the overall site, including the building, landscape plan and the parking requirements. The other facet of my review involved adherence to the 1985 Civic Plaza Historic District Master Plan. The Applicant has also submitted a Memorandum that addresses site plan and project specifics.

The site plan adheres to all requirements for Site Plan Review, as does the Landscape Plan. The proposed improvements meet all applicable setback and parking requirements.

Compliance with 1985 Civic Plaza Historic District Master Plan

The Site Plan was presented to the Historic Preservation Commission twice: on March 17, 2022 for an information review, and again on July 28, 2022 for a more thorough analysis. The main purpose of the July meeting was to determine the plan's adherence to the 1985 Civic Plaza Historic District Master Plan. After the discussion, the HPC unanimously determined (4 – 0) that the plan and design comply with the Civic Plaza Historic District Master Plan.

One issue that received considerable attention during this review has been the fence that will surround most of the site: the location as well as the height of the fence. Secured parking is proposed for much of the site, including the entrance off Trinity Avenue and another accessible from Mike King Drive. An eight-foot fence is proposed around the secured parking and around the northern, public parking lot. The design of the fence is yet to be determined.

Public parking will be available in front of the Annex for the "one-stop-shopping" customers. Additional public spaces will be available further north on Mike King Drive, where the Police HQ trailers are currently located. There will also be 12 public parking spaces immediately off Trinity Avenue that are not enclosed by the security fence.

Staff Recommendation

The proposal complies with all applicable provisions of the Zoning Code and with the Site Plan Review findings of fact as set forth in the Zoning Code. Accordingly, staff recommends approval of the proposed Site Plan.

June 20, 2022

John L. Wagner, Ph.D.
Director of Planning and Development
City of University City
6801 Delmar Boulevard
University City, Missouri 63130

Trivers

RE: Site Development Plan - MEMO
PROJECT: University City Annex + Trinity Renovations

Common Street Address of the Properties proposed for Site Plan Review Permit
Connector/Annex Building: 6801 Delmar Boulevard, University City, MO 63130
Trinity Building: 630 Trinity Avenue, University City, MO 63130

Site Plan Review Narrative:

University City seeks to renovate its collection of under-utilized buildings in the existing City Hall Plaza Historic District for the purposes of creating greater internal efficiencies for Police (Annex Building, historic name "Magazine Press Building") and Municipal Courts (Trinity Building), as well as increasing security and public access to departments in a shared one-stop location in the building connecting City Hall and the Annex (Connector Building).

Trivers has been leading the design efforts to renovate the existing buildings and surrounding site since August of 2021, following a Building Assessment of the Annex in 2018, and a Space Needs Study in 2020-21 studying multiple City departments. Through all of these various methods of investigation, the study determined two major things; 1) that University City has more than enough existing building stock that is right-sized and appropriate to support current and future public and departmental program needs with a focus on renovations and upgrades as required to accommodate and improve the proposed uses, and 2) that the City Hall Annex and Trinity buildings are the best fit for the Police and Municipal Courts, keeping them together on the Civic Campus but separated physically as recommended by the Ferguson Commission Report.

Site Improvements include:

Hardscape and Landscape improvements, walking paths and accessible route improvements, parking lot improvements for both public and secured Police vehicles including anti-climb fencing and access controls with dark-sky compliant lighting upgrades, and water reduction strategies as required by MSD.

Number of Employees working at the Site:

Per programming documents from the Space Needs Study conducted in Spring of 2020, 127 staff projected for Police and Municipal Courts in the Annex and Trinity; a total of 71 staff projected for City Hall and the Connector one-stop service area.

Trivers

Hours of Operation:

24-hours (Annex, Police), 8am-5pm (Connector, City Hall Accessible Entrance), 8am-5pm (Trinity, Court Clerks with select evening public meetings and Court dates per City Calendar and potential shared uses with other Commissions and City Council)

Estimated impact of the use on the surrounding properties and adjacent streets:

Average daily and peak hour traffic generation: no traffic study conducted, no change anticipated during business hours (existing employee and public access frequency anticipated to remain unchanged)

Existing traffic volumes of adjacent streets: no traffic study conducted, anticipate reduction of traffic volumes along the neighboring residential streets at Princeton, Trinity, and Cornell Avenues.

Use of outdoor intercoms: none

Operational characteristics of proposed use that may have impacts on other adjacent or nearby properties: By re-orienting all public vehicular and pedestrian access to the City Hall Plaza site via Sgt. Mike King Drive, this project aims to reduce traffic and parking along the neighboring residential streets at Princeton, Trinity, and Cornell Avenues.

Sincerely,



Amanda Truemper, AIA, NCARB, LEED AP BD+C
Senior Project Manager | Associate



Shea Krotz, PE
Site

Trivers

100 North Broadway, Suite 1800
St. Louis, Missouri 63102
mobile 310 874 5474
direct dial 314 446 5027

Civil Design, Inc.

5220 Oakland Avenue
St. Louis, Missouri 63110
mobile 618 980 7548
direct dial 314 881 5468

UNIVERSITY CITY ANNEX + TRINITY

6801 DELMAR BLVD
ST. LOUIS, MO, 63130

OWNER:

University City Police Department and City Management
Owner's Address
OWNER'S PROJECT #:
TRIVERS PROJECT #: 21028.00



ARCHITECT:
TRIVERS

100 North Broadway, Suite 1800, St. Louis, MO 63102
314.241.2980
Project Manager: Amanda Truemper
Project Architect: Maggie Hayden

atruempa@trivers.com
mhayden@trivers.com

Justice Architect

HOK
10 S Broadway, Suite 200 St. Louis, MO 63102
314.754.4252
Scott Anderson

Scott.Anderson@hok.com

Structural Engineer

KPFF
1630 Des Peres Road, Suite 100, St. Louis, MO 63131
314.375.4580
Joe Carpenter

Joseph.Carpenter@kpf.com

MEP/PT Engineer

IMEG
15 Sumner Drive, Suite 104
314.951.2522
Matt Kahn

Matthew.j.kahn@imgcomp.com

Civil Engineer

Civil Design, INC.
5220 Oakland Ave
314.880.4427
Shea Krotz

St. Louis, MO 63110
skrotz@cvdidesigninc.com

Landscape Architect

DG2 Design
4835 MO - 109 Suite 102
636.249.9007
Kristy DeGaine

Eneta, MO 63025
kequire@dg2design.com

Lighting Consultant

H2LTG
1016 Grupp Rd #31483
314.531.5200
Amy Niehaus Hughes

amy@h2ltg.com



Location Map



CONSTRUCTION DOCUMENTS

2022.08.01 SITE DEVELOPMENT PLAN SUBMISSION

"UNIVERSITY CITY GOVERNMENT BUILDING" PART OF BLOCKS 1 & 4 OF "UNIVERSITY HEIGHTS" ALONG WITH PART OF SGT. MIKE KING DRIVE U.S. SURVEY 378, TOWNSHIP 45 NORTH, RANGE 6 EAST, 5TH P.M. UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI



LOCATION MAP
NOT TO SCALE

ORIGINAL LOCATOR NUMBERS 19,829,978, 19,829,979 AND 19,829,979
 CITY OF UNIVERSITY CITY
 8851 DELMAR BOULEVARD
 ST. LOUIS, MISSOURI 63130
 (314) 962-9107

DATE:	APRIL 2022
CONTRACT NO.:	2022-0001
DESIGNED BY:	PKC
CHECKED BY:	PKC



CITY OF UNIVERSITY CITY 8108 DELMAR BOULEVARD ST. LOUIS, MISSOURI 63130

**BOUNDARY ADJUSTMENT
PLAT**

SHEET NO. 1 OF 22

OWNER'S CERTIFICATION:
 I, TRINITY AEWAL, WITH DELMAR BOULEVARD A FIVE HUNDRED AND FIFTY SEVEN (577) SQUARE FEET TRACT OF LAND PLATTED AND FURTHER DESCRIBED IN THE FOREGOING PLAT AND WHOSE INTEREST I HAVE ACQUIRED BY PURCHASE, HAVE CAUSED THE SAME TO BE SURVEYED AND DESCRIBED IN THE MANNER SHOWN ON THIS PLAT, WHICH SURVEY I HAVE CAUSED TO BE CONDUCTED BY THE SURVEYOR IN THE CITY OF UNIVERSITY CITY, MISSOURI.

ALL DEPOSITING EVIDENCES ARE SHOWN.
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ 2022,
 IN UNIVERSITY CITY,
 MISSOURI.

STATE OF MISSOURI)
 COUNTY OF ST. LOUIS) SS:
 I, _____, CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING PLAT WAS FILED FOR RECORD IN MY OFFICE IN THE CITY OF ST. LOUIS, MISSOURI, THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC _____ BY COMMISSION EXPIRES _____
 CITY OF UNIVERSITY CITY CLERK AND BRINA ALKALAN, THE PUBLIC WORKS DIRECTOR FOR THE CITY OF UNIVERSITY CITY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT SHOWN ON THIS PAGE OF UNIVERSITY CITY GOVERNMENT BUILDING, BOUNDARY ADJUSTMENT PLAT, IS IN ACCORDANCE WITH THE CITY OF UNIVERSITY CITY ORDINANCE # _____ ON THIS _____ DAY OF _____ 2022.

BRINA ALKALAN, THE PUBLIC WORKS DIRECTOR
 CITY OF UNIVERSITY CITY, MISSOURI

SURVEYOR'S CERTIFICATION:
 I, DAVID J. BROWN, A LICENSED SURVEYOR IN THE STATE OF MISSOURI, HAVE BEEN EMPLOYED BY THE CITY OF UNIVERSITY CITY, MISSOURI, TO SURVEY THE TRACT OF LAND SHOWN ON THIS PLAT AND TO PREPARE THIS PLAT. I HAVE PERSONALLY RECONSIDERED THE SURVEY AND THE PLAT AND I HEREBY CERTIFY THAT THE SURVEY AND THE PLAT ARE ACCURATE AND CORRECT AND THAT THE PLAT IS IN ACCORDANCE WITH THE CITY OF UNIVERSITY CITY ORDINANCE # _____ ON THIS _____ DAY OF _____ 2022.

DAVID J. BROWN
 8224 OAKLAND AVENUE
 ST. LOUIS, MISSOURI 63110

PHILIP A. GRIFF, P.L.S., S.D. 1992
 DATE _____

PROPERTY DESCRIPTION:
 THE DELMAR BOULEVARD BLOCK 1, RANGE 6 EAST, TOWNSHIP 45 NORTH, RANGE 6 EAST, 5TH P.M., ST. LOUIS COUNTY, MISSOURI, AS SHOWN ON THE PLAT RECORDED IN BOOK 198, PAGE 115, AND IN THE CITY OF UNIVERSITY CITY GOVERNMENT BUILDING PLAT RECORDED IN BOOK 198, PAGE 115, AND IN THE CITY OF UNIVERSITY CITY GOVERNMENT BUILDING PLAT RECORDED IN BOOK 198, PAGE 115.

ADJACENT DESCRIPTION:
 TO THE NORTH, THE BOUNDARY OF THE CITY OF UNIVERSITY CITY, MISSOURI, AS SHOWN ON THE PLAT RECORDED IN BOOK 198, PAGE 115, AND IN THE CITY OF UNIVERSITY CITY GOVERNMENT BUILDING PLAT RECORDED IN BOOK 198, PAGE 115, AND IN THE CITY OF UNIVERSITY CITY GOVERNMENT BUILDING PLAT RECORDED IN BOOK 198, PAGE 115. TO THE SOUTH, THE BOUNDARY OF THE CITY OF UNIVERSITY CITY, MISSOURI, AS SHOWN ON THE PLAT RECORDED IN BOOK 198, PAGE 115, AND IN THE CITY OF UNIVERSITY CITY GOVERNMENT BUILDING PLAT RECORDED IN BOOK 198, PAGE 115, AND IN THE CITY OF UNIVERSITY CITY GOVERNMENT BUILDING PLAT RECORDED IN BOOK 198, PAGE 115.

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GENERAL NOTES:
 1. THIS PLAT IS A BOUNDARY ADJUSTMENT PLAT.
 2. THE PLAT IS SUBJECT TO ALL APPLICABLE ZONING ORDINANCES AND REGULATIONS.
 3. THE PLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS AND ENCUMBRANCES.
 4. THE PLAT IS SUBJECT TO ALL APPLICABLE TAXES AND FEES.
 5. THE PLAT IS SUBJECT TO ALL APPLICABLE RECORDING FEES AND CHARGES.
 6. THE PLAT IS SUBJECT TO ALL APPLICABLE LEGAL REQUIREMENTS AND PROCEDURES.

ZONING INFORMATION:
 THE AREA SHOWN ON THIS PLAT IS WITHIN ZONING DESIGNATION "UNIVERSITY CITY GOVERNMENT BUILDING" AS SHOWN ON THE ZONING MAP OF THE CITY OF UNIVERSITY CITY, MISSOURI, AS ADOPTED BY THE CITY OF UNIVERSITY CITY COMMISSION ON FEBRUARY 4, 2015.

ADJACENT DESCRIPTION:
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**BOUNDARY ADJUSTMENT PLAT OF
"UNIVERSITY CITY GOVERNMENT BUILDINGS"
PART OF BLOCKS 1 & 4 OF "UNIVERSITY HEIGHTS"
ALONG WITH PART OF SGT. MIKE KING DRIVE
U.S. SURVEY 378, TOWNSHIP 45 NORTH, RANGE 6 EAST, 5TH P.M.
UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI**

LOCATION MAP
NOT TO SCALE

ORIGINAL LOCATOR NUMBERS TRANSFERRED, 18,021,012 AND 18,021,078

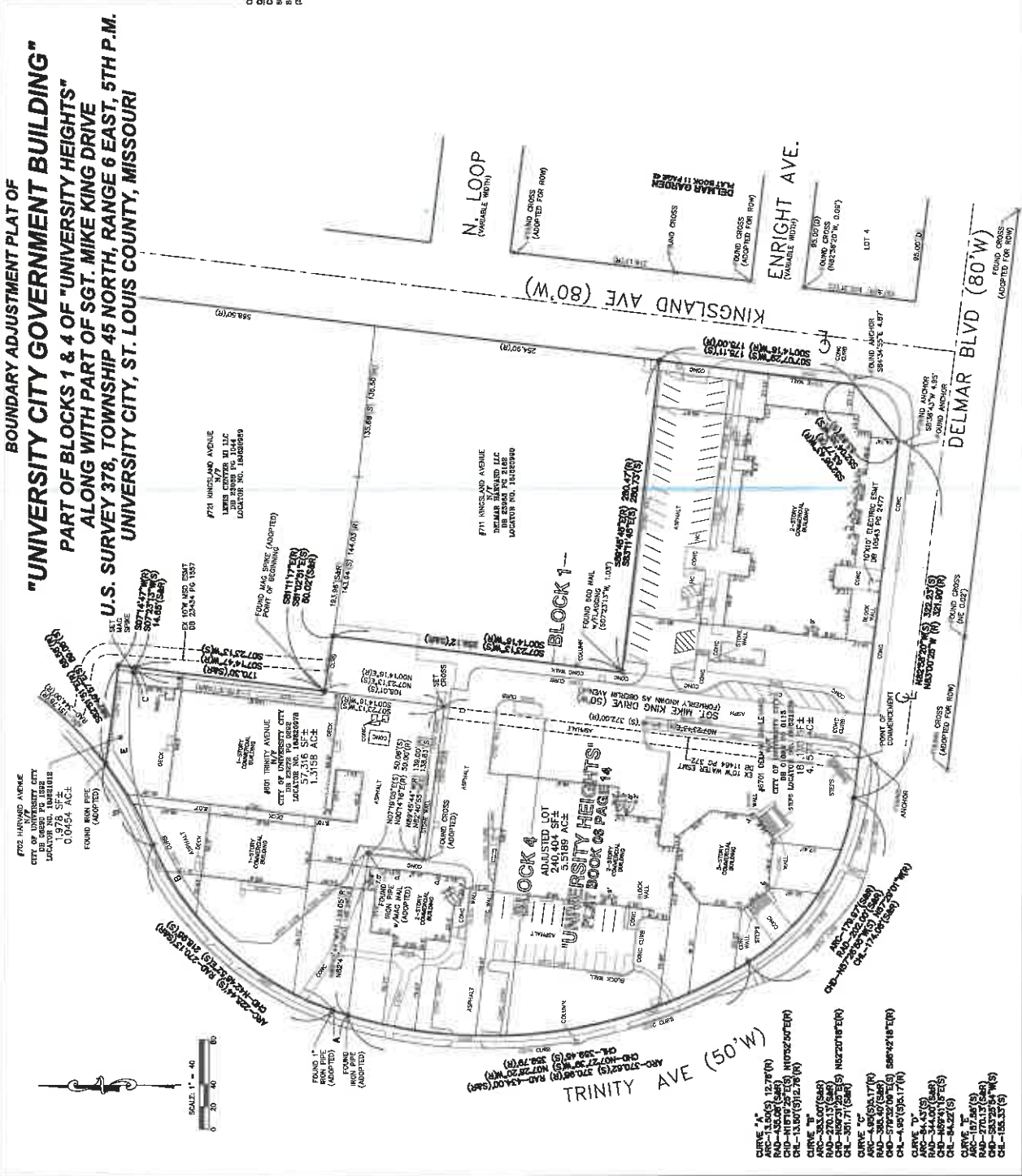
OWNER:
CITY OF UNIVERSITY CITY
1801 DELMAR BOULEVARD
UNIVERSITY CITY, MISSOURI 63130
(314) 862-4787

APPROVED FOR THE CITY OF UNIVERSITY CITY
DATE: APRIL 2022
DRAWN BY: CJK
CHECKED BY: PAJ

CITY OF UNIVERSITY CITY
6108 DELMAR BOULEVARD
ST. LOUIS, MISSOURI 63130

BOUNDARY ADJUSTMENT PLAT

SHEET NO. 2 OF 2



SYMBOLS & ABBREVIATIONS:

AC	ACRES
CALC	CALCULATED
DB	DEED BOOK
L	LENGTH
WH	WHOLE
PL	PLAT BOOK
TR	TOWNSHIP
RS	RANGE
S	SOUTH
sq ft	SQUARE FEET
W	WEST
W/	WIDENED WITH
X	CORNER WITH
Y	SET IRON ROD W/ PLASTIC CAP
Z	PLUS OR MINUS AS NOTED

SCALE: 1" = 40'

FOUND IRON PIPE (ADOPTED)
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UNIVERSITY CITY
ANNEX + TRINITY

NOT FOR
CONSTRUCTION

2022 08/01 SITE DEVELOPMENT PLAN SUBVISION

6801 DELMAR BLVD
ST. LOUIS, MO. 63130

105 North Broadway, Suite 100
St. Louis, MO 63102
314.241.2890

Andrew Mathews
1818 Broadway, Suite 202
St. Louis, MO 63102
314.241.2890

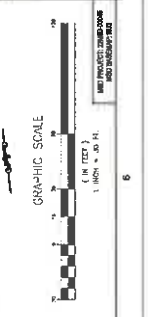
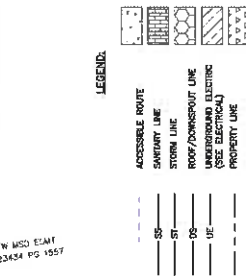
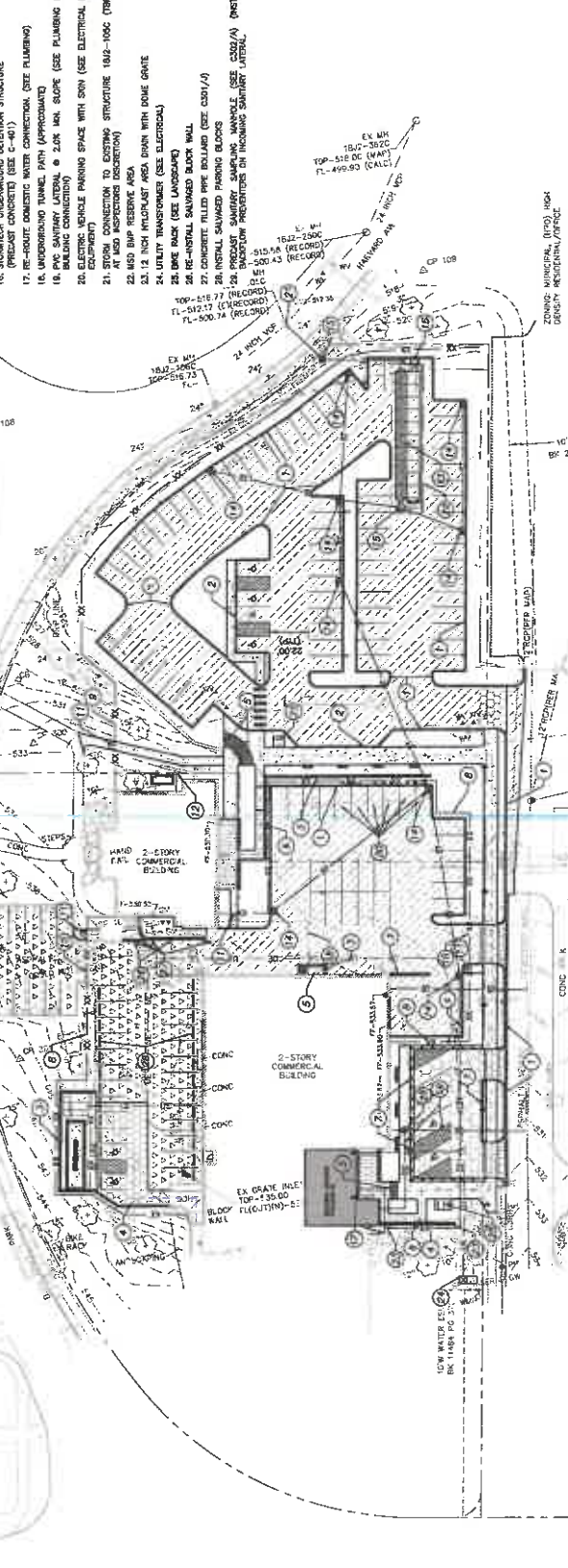
Strategic Engineer
1818 Broadway, Suite 202
St. Louis, MO 63102
314.241.2890

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- KEYED NOTES:**
- CONCRETE REMOVAL CURB (SEE C301/P)
 - CONCRETE FILLISH CURB (SEE C301/P)
 - CAST-IN-PLACE CONCRETE WALL (BACK VOUCHER) (SEE C303)
 - CAST-IN-PLACE CONCRETE WALL (SEE C303)
 - CONCRETE STAMP (LANDSCAPE)
 - ACCESSIBLE PAVEMENT
 - BOLLARDS (SEE LANDSCAPE AND ELECTRICAL)
 - SECURE PERIMETER FENCE (SEE LANDSCAPE)
 - METAL FENCE TO MATCH EXISTING METAL FENCE
 - 25 FT SLOPING TORUSULAR DATE (SEE LANDSCAPE)
 - PRECAST STAINMATERIALS TO BE CLEANED AND CRIP LIND
 - 15 UNDERGROUND STORMSEWER SYSTEM (SEE C-41)
 - PRECAST 2-WHITE STORM RILET WITH SEE-HIPVAE (SEE C302/A AND C)
 - PRECAST STORM MANHOLE (SEE C302/A)
 - UNDERGROUND DETENTION STRUCTURE (PRECAST CONCRETE) (SEE C-41)
 - RE-HOUST DOMESTIC WATER CONNECTION (SEE PLUMBING)
 - UNDERGROUND TUNNEL PATH (APPROXIMATE)
 - RE-INSTALL SANDWICH PANEL ROOFING (SEE PLUMBING FOR BOLLARD CONNECTION) @ 2.0% MIN. SLOPE (SEE PLUMBING FOR BOLLARD CONNECTION)
 - ELECTRIC VEHICLE PARKING SPACE WITH SOVI (SEE ELECTRICAL FOR EQUIPMENT)
 - STORM CONNECTION TO EXISTING STRUCTURE 1842-105C (RIBBAR 1842/105)
 - ASD RUP RESERVE AREA (SECTION)
 - 12 INCH PROPOSED AREA DRAIN WITH BOLLARD GRATE
 - 24 UTILITY TRANSFORMER (SEE ELECTRICAL)
 - 24 ONE BACK (SEE LANDSCAPE)
 - 24 RE-INSTALL SANDWICH PANEL WALL
 - 24 RE-INSTALL FILLER PIPE BOLLARD (SEE C301/A)
 - 24 PRECAST SANDWICH PANEL WALLS
 - 24 PRECAST SANDWICH PANEL MANHOLE (SEE C302/A) INSTALL UNDERGROUND DETENTION STRUCTURE



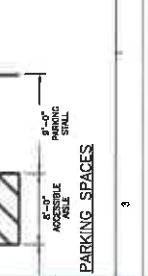
PROPERTY INFORMATION

INFORMATION BELOW PER ST. LOUIS COUNTY ASSESSOR'S WEBSITE:

PROPERTY OWNER: CITY OF UNIVERSITY CITY
 PROPERTY ADDRESS: 6801 DELMAR BOULEVARD
 PARCEL NUMBER: 4333030000
 ZONING: MANUFACTUR. PUBLIC UTILITY (PA)
 AREA OF PROPERTY: 240,000 SQ. FT. (5.52 ACRES)
 COUNTY OF PROPERTY: ST. LOUIS COUNTY
 PHONE NUMBER: 314-205-2838
 APPLICANT INFO: SEBA KRSTIC, PE
 5720 OLIVAND AVENUE
 ST. LOUIS, MO 63110
 314-882-5870

PARKING CALCULATIONS

EXISTING PARKING SPACES - 113 (INCLUDING 6 ACCESSIBLE SPACES)
 PROPOSED PARKING SPACES - 191 (INCLUDING 6 ACCESSIBLE SPACES)
 (+ 4 SECURE AND 99 PUBLIC)



161 North Broadway, Suite 1000
 St. Louis, MO 63102
 314.241.2200

Justin Archibald
 10 E. Broadway Suite 200
 St. Louis, MO 63102
 314.241.2200

Structural Engineer
 8890 One Penn State Blvd, Suite 402
 St. Louis, MO 63114
 314.237.6880

MEP
 8217 Olive St, Suite 104
 St. Louis, MO 63114
 314.581.2222

Chief Engineer
 8222 Delmar Ave
 St. Louis, MO 63110
 314.280.4222

Landscape Architect
 2453 N.W. 10th St, Suite 102
 St. Louis, MO 63108
 314.241.2200

Lighting Consultant
 14217 G
 St. Louis, MO 63143
 314.581.2230

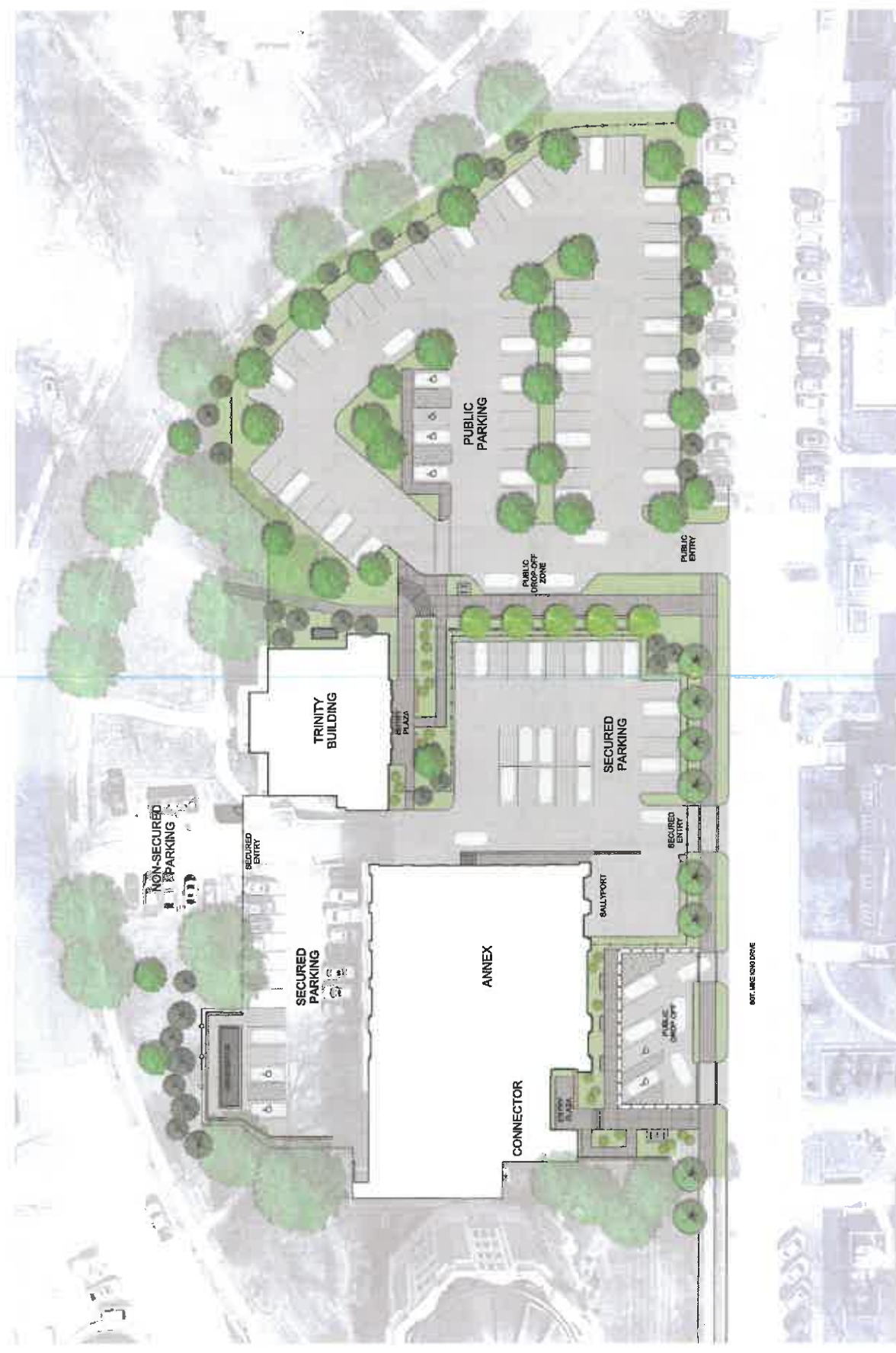
22228th SITE DEVELOPMENT PLAN SUBMISSION
**UNIVERSITY CITY
 ANNEX + TRINITY**
 8801 DELMAR BLVD
 ST. LOUIS, MO, 63130

PERSONAL
 NOT FOR
 CONSTRUCTION

TRIVERS ARCHITECTS, P.C.
 161 NORTH BROADWAY, SUITE 1000
 ST. LOUIS, MO 63102
 TEL: 314.241.2200
 FAX: 314.241.2201
 WWW.TRIVERSARCHITECTS.COM

PROJECT #	DATE
21022-00	

ILLUSTRATIVE
 SITE PLAN
L-001 - 2 - 12

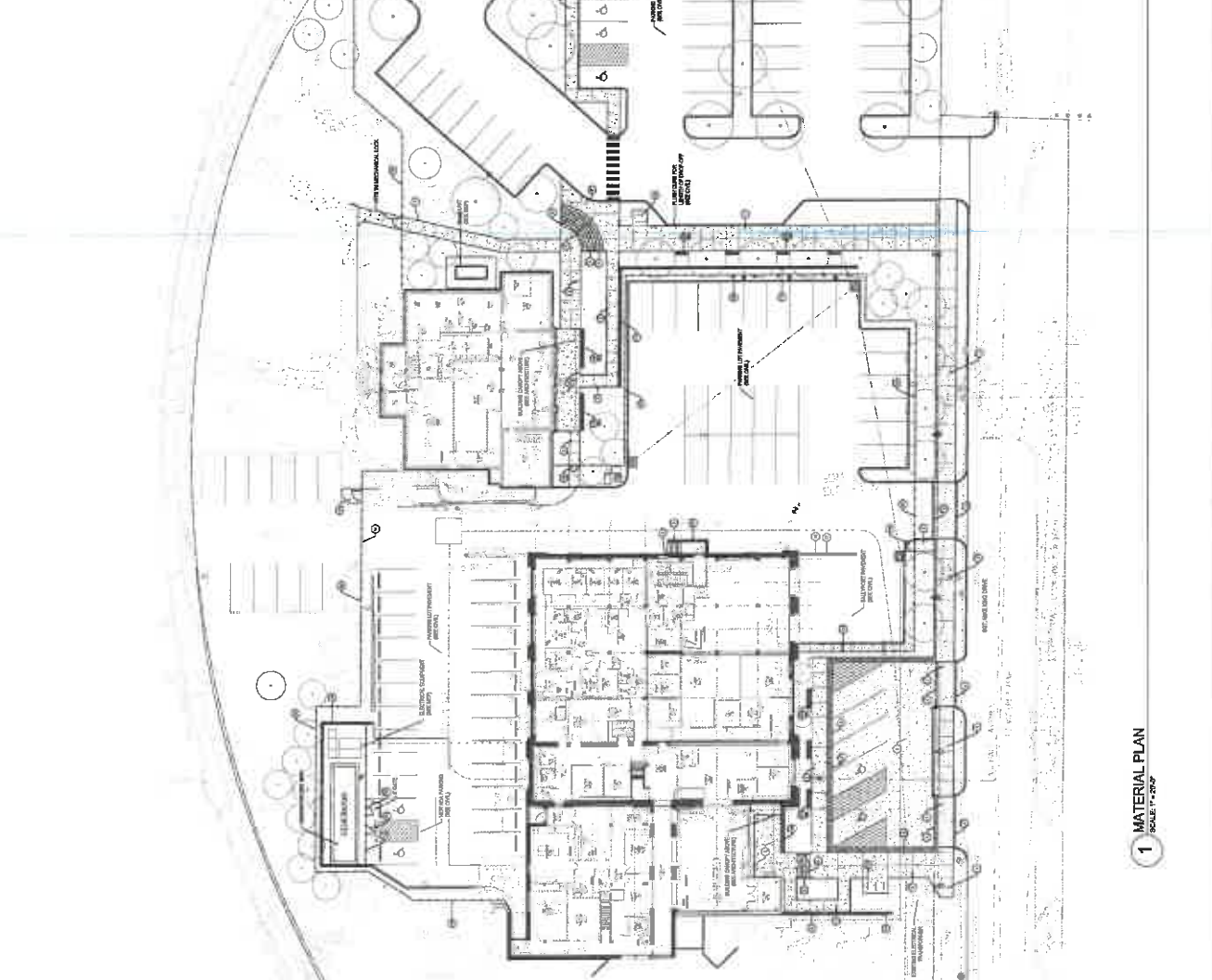


1 ILLUSTRATIVE SITE PLAN
 SCALE: 1" = 80'-0"

MATERIALS LEGEND

- PA PLANTING AREA
- TRSB TRSB-SEE L120

1. UNIVERSITY CITY STATIONS BROWLAK PAVING AND CURB ASPHALTE PAVING AND CURB ASPHALTE SEE DETAIL 11.1 AND SPECIFICATIONS
2. COVERED BROWLAK SEE DETAIL 11.1 AND SPECIFICATIONS
3. VERGELAN CONCRETE SEE CIVIL DRAWINGS AND SPECIFICATIONS
4. CONCRETE ACCENT BAND SEE DETAIL 11.1 AND SPECIFICATIONS
5. CONCRETE STAIRS SEE DETAIL 11.1 AND SPECIFICATIONS
6. CONCRETE LIME PAVERS SEE DETAIL 11.1 AND SPECIFICATIONS
7. NOT USED
8. HAMBURG 11.1 AND SPECIFICATIONS
9. SECURITY WALLS SEE DETAIL 4.6.1 AND SPECIFICATIONS
10. MATERIAL SEE DETAIL 11.1 AND SPECIFICATIONS
11. TO BE CAST IN PLACE CONCRETE WITH CIVIL DRAWINGS AND SPECIFICATIONS AND DETAIL 11.1 AND SPECIFICATIONS
12. SEE DETAIL 11.1 AND SPECIFICATIONS
13. CONCRETE FENCE RESTORATION SEE DETAIL 11.1 AND SPECIFICATIONS
14. TO MATCH EXISTING FENCE RESTORATION SEE DETAIL 11.1 AND SPECIFICATIONS
15. RECREATION ACCESS GATE ALL GATES TO HAVE FRINGE DETAIL SYSTEM - SEE TECHNOLOGY DRAWINGS
16. RECREATION ENCLOSURE SEE DETAIL 11.1 AND SPECIFICATIONS
17. FENCE SEE DETAIL 11.1 AND SPECIFICATIONS
18. TRASH RECYCLING RECEPTACLES SEE SPECIFICATIONS
19. BENCH BARS SEE SPECIFICATIONS



1 MATERIAL PLAN
SCALE 1" = 20'

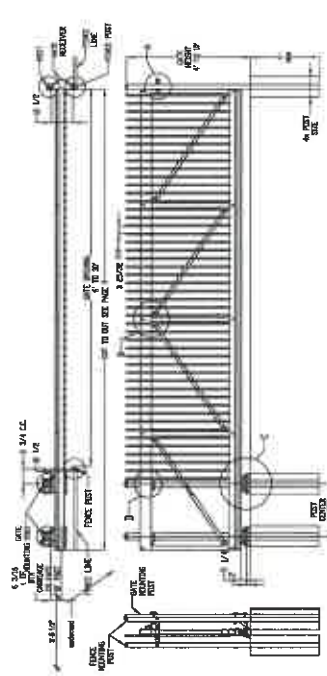
UNIVERSITY CITY
ANNEX + TRINITY
6801 DELMAR BLVD
ST. LOUIS, MO, 63130

UNIVERSITY CITY
UNIVERSITY CITY ENGINEERS
2022.06.01 SITE DEVELOPMENT PLAN SUBMISSION

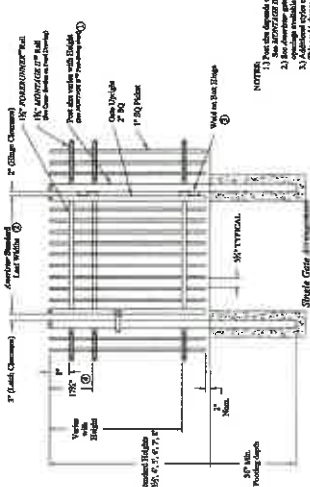
NOT FOR CONSTRUCTION

TRINITY ASSOCIATES, INC.
2022.06.01

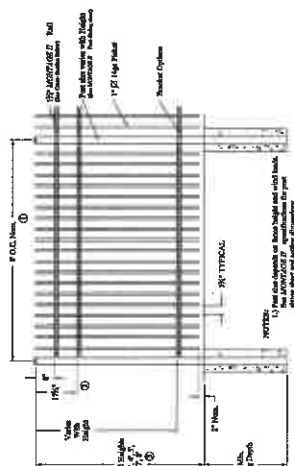
PROJECT NO. 21033.03



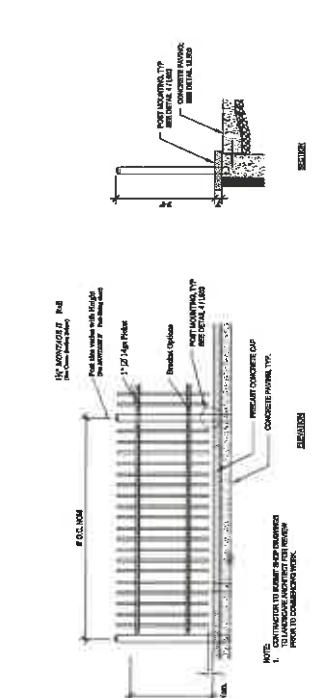
3 SECURITY FENCE VEHICULAR GATE
1/2" = 1'-0"



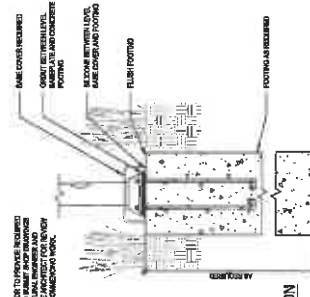
2 SECURITY FENCE PEDESTRIAN GATE
1/2" = 1'-0"



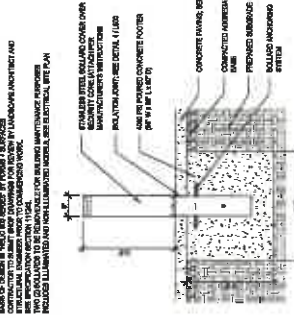
1 SITE SECURITY FENCE
1/2" = 1'-0"



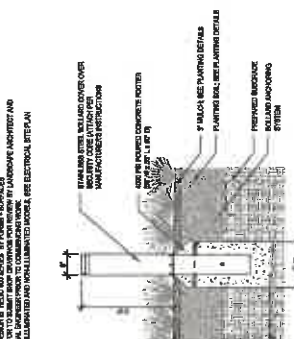
8 FENCE RAILING
1/2" = 1'-0"



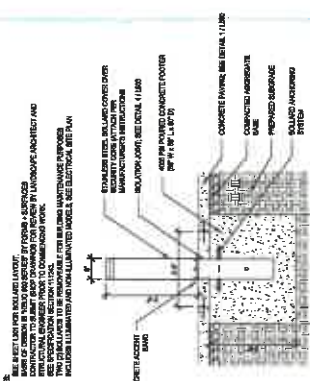
7 LIGHT POLE BASE IN LANDSCAPE
3/8" = 1'-0"



5 SECURITY BOLLARD AT DROP-OFF
1/2" = 1'-0"



6 NON-SECURITY ILLUMINATED BOLLARD
1/2" = 1'-0"



4 SECURITY BOLLARD IN SIDEWALK
1/2" = 1'-0"

NOTES:
1) Post size depends on fence height, weight and wind loads.
2) See Appendix 2 for details on post and cap.
3) Additional types of gates are available on request.
4) This is a standard option.

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2) See Appendix 2 for details on post and cap.
3) Additional types of gates are available on request.
4) This is a standard option.

110 North Dowdman, Suite 1000
St. Louis, MO 63102
314.437.4200
1100 North Dowdman, Suite 100
St. Louis, MO 63102
314.437.4200
Professional Engineer
1100 North Dowdman, Suite 100
St. Louis, MO 63102
314.437.4200
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314.437.4200
Professional Engineer

UNIVERSITY CITY
ANNEX + TRINITY
6801 DELMAR BLVD
ST. LOUIS, MO, 63139
PROJECT NO. 21023.00
DATE 08/20/2018

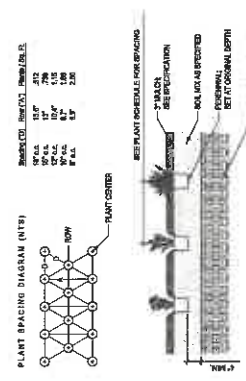
NOT FOR CONSTRUCTION
PREPARED BY: TRIVERS ASSOCIATES, INC.
CHECKED BY: TRIVERS ASSOCIATES, INC.
DATE: 08/20/2018

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08/20/2018
2	ISSUED FOR CONSTRUCTION	08/20/2018
3	ISSUED FOR CONSTRUCTION	08/20/2018
4	ISSUED FOR CONSTRUCTION	08/20/2018
5	ISSUED FOR CONSTRUCTION	08/20/2018
6	ISSUED FOR CONSTRUCTION	08/20/2018
7	ISSUED FOR CONSTRUCTION	08/20/2018
8	ISSUED FOR CONSTRUCTION	08/20/2018
9	ISSUED FOR CONSTRUCTION	08/20/2018
10	ISSUED FOR CONSTRUCTION	08/20/2018
11	ISSUED FOR CONSTRUCTION	08/20/2018
12	ISSUED FOR CONSTRUCTION	08/20/2018



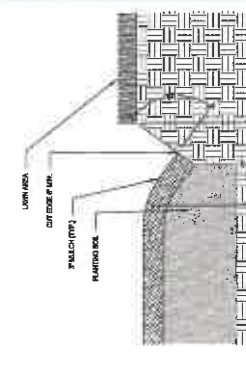
1 TREE PROTECTION DETAIL
1/2" = 1'-0"

1. No storage of any materials shall be allowed inside the protection fence.
2. No vehicles shall be allowed inside the protection fence.
3. No equipment shall be allowed inside the protection fence.
4. No work shall be performed inside the protection fence.



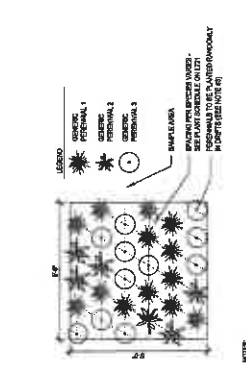
2 EVERGREEN TREE PLANTING
1/2" = 1'-0"

1. Plant quantities were determined by multiplying area (sq ft) by number of plants per sq ft for required spacing.
2. Allow 10% extra for an unknown planting rate.
3. See plant schedule for plant quantities and variety.



3 DECIDUOUS TREE PLANTING
1/2" = 1'-0"

1. Plant quantities were determined by multiplying area (sq ft) by number of plants per sq ft for required spacing.
2. Allow 10% extra for an unknown planting rate.
3. See plant schedule for plant quantities and variety.



4 PERENNIAL PLANTING
1/2" = 1'-0"

1. Plant quantities were determined by multiplying area (sq ft) by number of plants per sq ft for required spacing.
2. Allow 10% extra for an unknown planting rate.
3. See plant schedule for plant quantities and variety.



5 SHRUB PLANTING
1/2" = 1'-0"

1. Plant quantities were determined by multiplying area (sq ft) by number of plants per sq ft for required spacing.
2. Allow 10% extra for an unknown planting rate.
3. See plant schedule for plant quantities and variety.

6 SPADE CUT EDGE
1/2" = 1'-0"

1. Plant quantities were determined by multiplying area (sq ft) by number of plants per sq ft for required spacing.
2. Allow 10% extra for an unknown planting rate.
3. See plant schedule for plant quantities and variety.

7 TREE AERATION SYSTEM
1/2" = 1'-0"

1. Plant quantities were determined by multiplying area (sq ft) by number of plants per sq ft for required spacing.
2. Allow 10% extra for an unknown planting rate.
3. See plant schedule for plant quantities and variety.

8 BELOW GRADE ROOTBALL ANCHORING
1/2" = 1'-0"

1. Plant quantities were determined by multiplying area (sq ft) by number of plants per sq ft for required spacing.
2. Allow 10% extra for an unknown planting rate.
3. See plant schedule for plant quantities and variety.

9 SOIL TYPE 2 PROFILE - 18" DEPTH
1/2" = 1'-0"

1. Plant quantities were determined by multiplying area (sq ft) by number of plants per sq ft for required spacing.
2. Allow 10% extra for an unknown planting rate.
3. See plant schedule for plant quantities and variety.

10 SOIL TYPE 1 PROFILE - 18" DEPTH
1/2" = 1'-0"

1. Plant quantities were determined by multiplying area (sq ft) by number of plants per sq ft for required spacing.
2. Allow 10% extra for an unknown planting rate.
3. See plant schedule for plant quantities and variety.

11 INTERMIXED PERENNIAL PLANTING
1/2" = 1'-0"

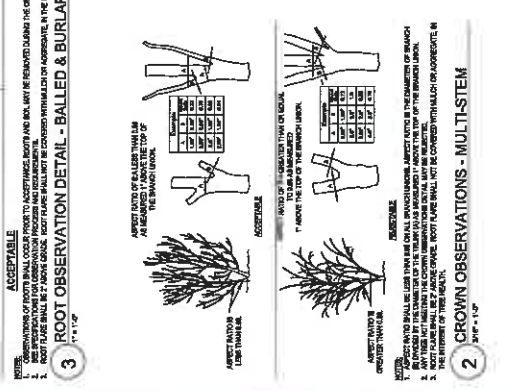
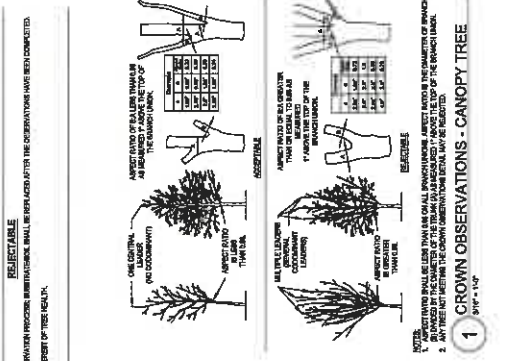
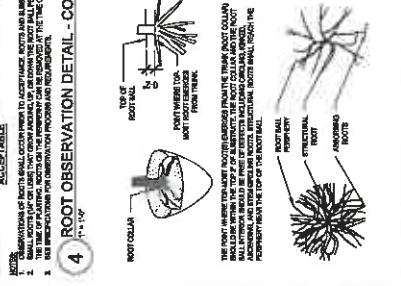
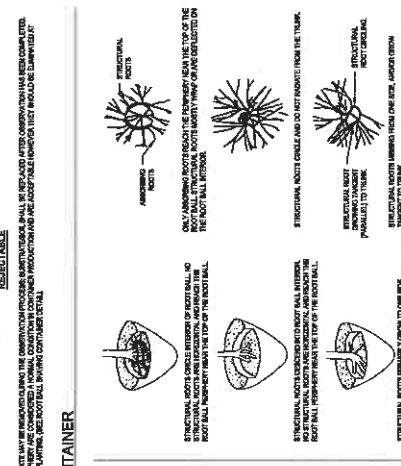
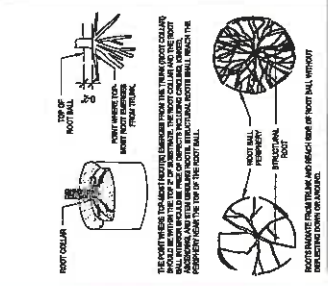
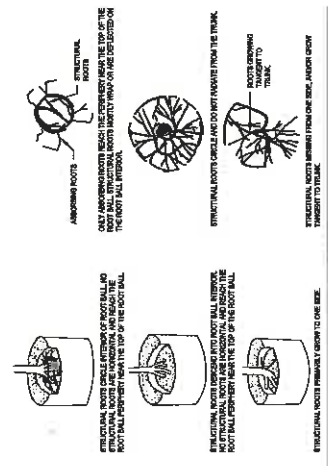
1. Plant quantities were determined by multiplying area (sq ft) by number of plants per sq ft for required spacing.
2. Allow 10% extra for an unknown planting rate.
3. See plant schedule for plant quantities and variety.

12 SPADE CUT EDGE
1/2" = 1'-0"

1. Plant quantities were determined by multiplying area (sq ft) by number of plants per sq ft for required spacing.
2. Allow 10% extra for an unknown planting rate.
3. See plant schedule for plant quantities and variety.

PLANTING DETAILS

NO.	Description	DATE
1	1	
2	1	
3	1	
4	1	
5	1	
6	1	
7	1	
8	1	
9	1	
10	1	
11	1	
12	1	
13	1	
14	1	
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37	1	
38	1	
39	1	
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41	1	
42	1	
43	1	
44	1	
45	1	
46	1	
47	1	
48	1	
49	1	
50	1	



1 CROWN OBSERVATIONS - CANOPY TREE
DATE: 1/23/23

2 CROWN OBSERVATIONS - MULTI-STEM
DATE: 1/23/23

3 ROOT OBSERVATION DETAIL - BALLED & BURLAP
DATE: 1/23/23

4 ROOT OBSERVATION DETAIL - CONTAINER
DATE: 1/23/23

REJECTABLE

ONLY ANCHORAGE ROOTS SHOULD BE LOCATED NEAR THE TOP OF THE ROOT BALL. STRUCTURAL ROOTS SHOULD NOT BE LOCATED NEAR THE TOP OF THE ROOT BALL.

ACCEPTABLE

THE POINT WHERE THE ROOTS ENTER THE CONTAINER SHALL BE AT LEAST 1/4" BELOW THE TOP OF THE ROOT COLLAR. THE ROOTS SHALL BE AT LEAST 1/4" BELOW THE TOP OF THE ROOT COLLAR. THE ROOTS SHALL BE AT LEAST 1/4" BELOW THE TOP OF THE ROOT COLLAR. THE ROOTS SHALL BE AT LEAST 1/4" BELOW THE TOP OF THE ROOT COLLAR.

REJECTABLE

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ACCEPTABLE

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REJECTABLE

ONLY ANCHORAGE ROOTS SHOULD BE LOCATED NEAR THE TOP OF THE ROOT BALL. STRUCTURAL ROOTS SHOULD NOT BE LOCATED NEAR THE TOP OF THE ROOT BALL.

University City
ANNEX + TRINITY

2022.06.01 SITE DEVELOPMENT PLAN SUBMISSION

UNIVERSITY CITY
ANNEX + TRINITY
5801 DELMAR BLVD
ST. LOUIS, MO, 63130

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timothy@timothyanderson.com
www.timothyanderson.com

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mep@mepercorp.com
www.mepercorp.com

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meffert@meffert.com
www.meffert.com

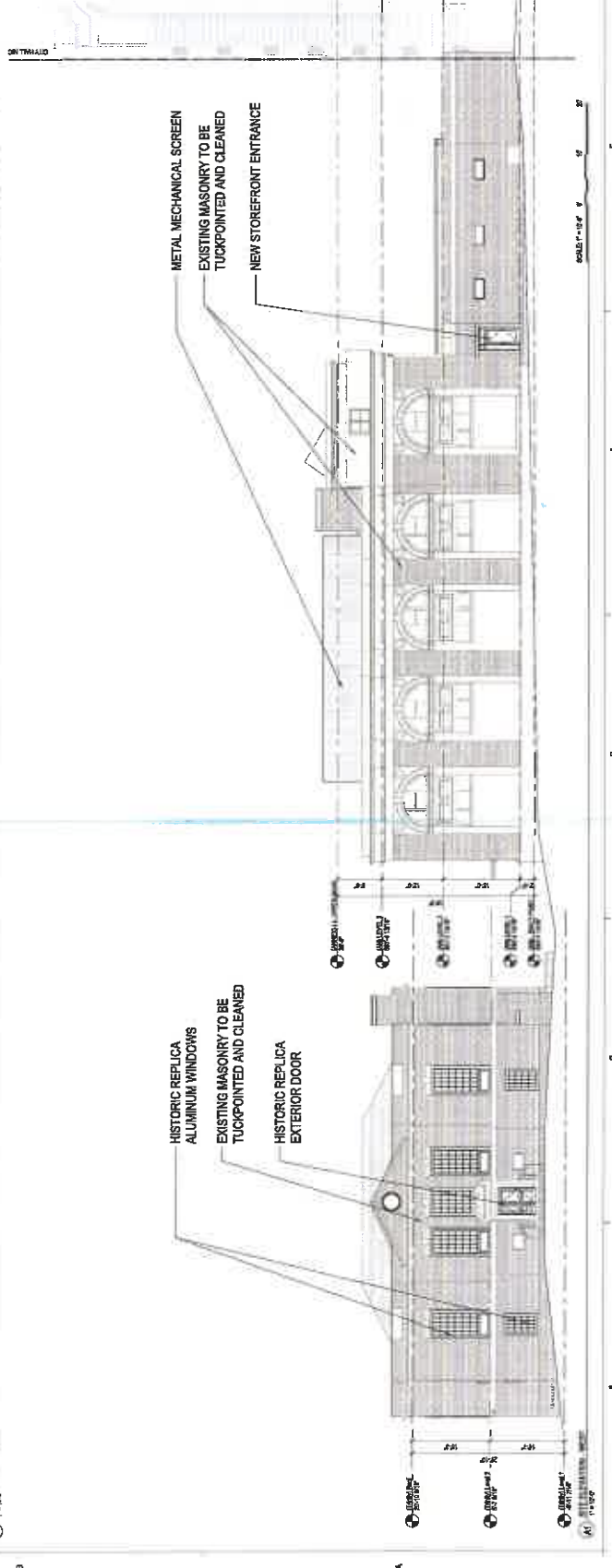
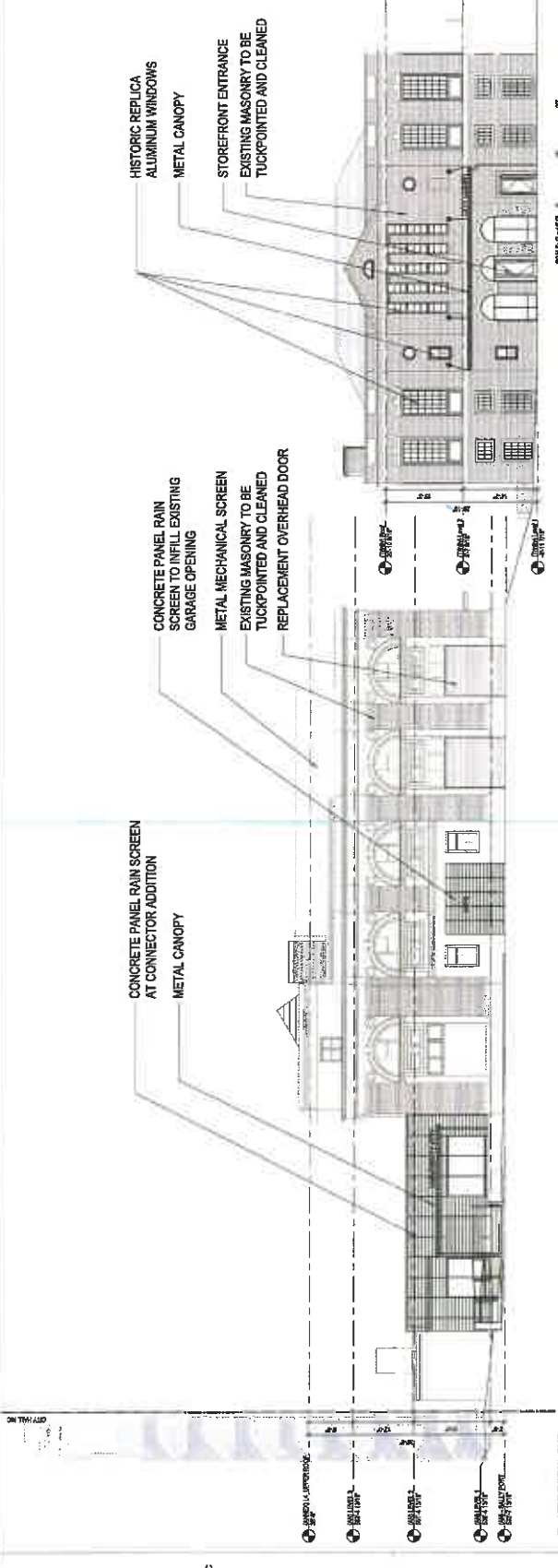
MECHANICAL ENGINEER
1600 One Prairie Road, Suite 100
St. Louis, MO 63103
314.376.4100
meffert@meffert.com
www.meffert.com

PLANTING NOTES

- 1. See sheets 1750 and 1760 for all planting details.
- 2. Trees subject to a minimum of existing anchors to include a safety grade anchor using one of the following:
- 3. Provide RT 22 type grade anchors for each tree not subject to an alternate soil nailing surface as noted on sheet 1710
- 4. All trees to have a fiber grade anchor system consisting of 4" PVC piping and a 1" anchor channels, see detail 160719
- 5. All trees to be watered and mulched immediately upon planting.
- 6. All trees to be watered and mulched immediately upon planting.
- 7. All trees to be watered and mulched immediately upon planting.

UNIVERSITY CITY
ANNEX + TRINITY
5801 DELMAR BLVD
ST. LOUIS, MO, 63130

NO.	CODE	SIZE	DIRECTIONAL CLASSIFICATION	CODE	DEPTH	REMARKS
1	010	18" x 18"	UNIDIRECTIONAL	010	18" x 18"	
2	020	18" x 18"	BIDIRECTIONAL	020	18" x 18"	
3	030	18" x 18"	TRIDIRECTIONAL	030	18" x 18"	
4	040	18" x 18"	QUADRIDIRECTIONAL	040	18" x 18"	
5	050	18" x 18"	PENTADIRECTIONAL	050	18" x 18"	
6	060	18" x 18"	HEXADIRECTIONAL	060	18" x 18"	
7	070	18" x 18"	HEPTADIRECTIONAL	070	18" x 18"	
8	080	18" x 18"	OCTADIRECTIONAL	080	18" x 18"	
9	090	18" x 18"	NON-DIRECTIONAL	090	18" x 18"	
10	100	18" x 18"	NON-DIRECTIONAL	100	18" x 18"	
11	110	18" x 18"	NON-DIRECTIONAL	110	18" x 18"	
12	120	18" x 18"	NON-DIRECTIONAL	120	18" x 18"	
13	130	18" x 18"	NON-DIRECTIONAL	130	18" x 18"	
14	140	18" x 18"	NON-DIRECTIONAL	140	18" x 18"	
15	150	18" x 18"	NON-DIRECTIONAL	150	18" x 18"	
16	160	18" x 18"	NON-DIRECTIONAL	160	18" x 18"	
17	170	18" x 18"	NON-DIRECTIONAL	170	18" x 18"	
18	180	18" x 18"	NON-DIRECTIONAL	180	18" x 18"	
19	190	18" x 18"	NON-DIRECTIONAL	190	18" x 18"	
20	200	18" x 18"	NON-DIRECTIONAL	200	18" x 18"	
21	210	18" x 18"	NON-DIRECTIONAL	210	18" x 18"	
22	220	18" x 18"	NON-DIRECTIONAL	220	18" x 18"	
23	230	18" x 18"	NON-DIRECTIONAL	230	18" x 18"	
24	240	18" x 18"	NON-DIRECTIONAL	240	18" x 18"	
25	250	18" x 18"	NON-DIRECTIONAL	250	18" x 18"	
26	260	18" x 18"	NON-DIRECTIONAL	260	18" x 18"	
27	270	18" x 18"	NON-DIRECTIONAL	270	18" x 18"	
28	280	18" x 18"	NON-DIRECTIONAL	280	18" x 18"	
29	290	18" x 18"	NON-DIRECTIONAL	290	18" x 18"	
30	300	18" x 18"	NON-DIRECTIONAL	300	18" x 18"	



2022.08.10 SITE DEVELOPMENT PLAN SUBMISSION
 PROJECT
 UNIVERSITY CITY
 ANNEX + TRINITY
 8801 DELMAR BLVD
 ST. LOUIS, MO, 63130
 AND A3000000000

NOT FOR CONSTRUCTION

TRIVERS ASSOCIATES, INC.
 10000 DELMAR BLVD
 ST. LOUIS, MO 63130
 TEL: 314.433.3333
 FAX: 314.433.3334
 WWW.TRIVERSASSOCIATES.COM

PROJECT # 210208.00



ANNEX BUILDING EXTERIOR IMPROVEMENTS

- Exterior materials at the Annex building will be restored and cleaned.
- The existing Annex windows will remain in place and will be finished on the interior.
- New windows will match existing windows.
- The existing large firetruck bay garage door will be removed. The opening will be infilled with Ultra-High Performance Concrete Panels.
- The similar garage doors will be replaced with new operable garage doors.
- Where windows or doors need to be removed, the openings will be infilled with brick to match the historic facade.

ANNEX CONNECTOR ADDITION & EXTERIOR IMPROVEMENTS

- A new, accessible entrance to City Hall and UCPD will be constructed to replace the deteriorating structure on the east portion of the existing connector building.
- Cream-colored Ultra-High Performance Concrete Panels will clad the exterior of the new building.
- New windows into the vestibule and waiting area will provide visibility and daylighting.
- A large metal canopy will be provided outside the main entrances.



PROPOSED ULTRA-HIGH PERFORMANCE CONCRETE PANELS FOR CONNECTOR ADDITION FACADE



Department of Community Development

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

APPLICATION FOR SITE PLAN REVIEW FOR: 6801 Delmar Boulevard
Address / Location / Site of Building

1. Zoning District (Check one):
 CC GC HR HRO IC LC LR MR PA PD SR

2. State proposed use: City Hall, Police Department and Municipal Courts

3. Describe existing premises: Existing property has the same proposed use with temporary buildings housing the police department

4. Describe proposed construction (please attach additional narrative): See attached memo

5. State applicant's name, address and daytime telephone number: Shea Krotz, 5220 Oakland Avenue,
St. Louis, MO 63110 314-881-5468 skrotz@civildesigninc.com

6. Applicant's interest in the property (check one):
 Owner Tenant Under contract to purchase Under contract to lease
 Other (specify): Owners representative

7. State name and address and daytime telephone number of owner, if other than applicant:
City of University City, 6801 Delmar Boulevard, St. Louis, MO 63130 Attn: Brooke A. Smith (314-505-8536) (bsmith@ucitymo.org)

8. Check type of authorization(s) required:
 New Development: This does not include single or two-family dwellings.
 Substantial Addition: Additions to buildings, or new accessory buildings, when 1) the addition or new accessory building is greater than 25% of the existing principal building; 2) the addition or new accessory building exceeds 1,000 square feet in gross floor area; 3) curb cuts are required; or 4) when such new construction reduces existing parking or significantly modifies existing on-site circulation (this does not include single or two-family dwellings).

Canopies: Canopies constructed over existing walkways, loading docks, or pump islands, where such new construction reduces existing parking or significantly modifies existing on-site circulation.

Tax Exemption: Person, association, corporation, religious institution, charity or foundation that has been designated by any governmental entity as exempt from payment of any tax levied by the city seeking to purchase or occupy real property in University City per Municipal Code ' 5.04.210.

Olive Boulevard Design Guideline Review.

Amendment: Amendment to any of the above.

Other (specify): _____

The undersigned hereby makes application for a Site Plan Review and requests the authorization of the City Council to proceed with the activities described in this application.

06/20/2022
Date

Applicant's Signature and Title

Project Manager

FOR OFFICE USE ONLY

Date: _____ Application first received of _____

Application fee in the amount of \$ _____ Receipt # _____

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



NUMBER: <i>For City Clerk Use</i>	CM20220927-03
---	----------------------

SUBJECT/TITLE:
CUP 22-07 Application for a Conditional Use Permit at 7001 Olive Boulevard. The proposed use is to allow a food truck to operate temporarily at 7001 Olive Boulevard in the GC - General Commercial District.

REQUESTED BY: John Wagner	DEPARTMENT / WARD Community Development/Ward 3
-------------------------------------	--

AGENDA SECTION: City Manager's Report	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

STAFF COMMENTS AND BACKGROUND INFORMATION:
Staff is of the opinion that the proposed use of this would not be detrimental to the surrounding area and recommends approval of the request, subject to the following conditions:
1. The food truck hours of operation shall not extend past 12:00 a.m. (Midnight)
2. The food truck shall be parked so as not to interfere with construction and shall maintain at least two (2) customer parking spaces."
3. The CUP shall be valid for one (1) year from Plan Commission approval, August 24, 2022, with a potential six (6)-month extension to be approved by the zoning administrator. Under no circumstances shall the food truck be operating on site after the restaurant is opened."

CIP No.

RELATED ITEMS / ATTACHMENTS:
Attached are the Staff Report from the August 24, 2022 Plan Commission meeting - amended to include for the City Council the Commission's recommendation - the Plan Commission Transmittal Letter, Applicant Narrative and photos of the Food Truck.

LIST CITY COUNCIL GOALS (S):

RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose	MEETING DATE: September 27, 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: Application for Conditional Use Permit CUP 22-07 – The proposed use is to allow a food truck to operate temporarily at 7001 Olive Boulevard in the GC – General Commercial District.

Dear Ms. Reese,

At a regularly scheduled meeting on August 24, 2022, at 6:30 p.m. via videoconference, the Plan Commission considered the above-referenced application by Bougie Bites STL, LLC for a Conditional Use Permit to allow a food truck to operate temporarily at 7001 Olive Boulevard in the GC – General Commercial District.

By a vote of 5 for and 1 against, the Plan Commission recommended approval of an amended application subject to the following conditions:

1. The food truck hours of operation shall not extend past 12:00 a.m. (Midnight)
2. The food truck shall be parked so as not to interfere with construction and shall maintain at least two (2) customer parking spaces."
3. The CUP shall be valid for one (1) year from Plan Commission approval, August 24, 2022, with a potential six (6)-month extension to be approved by the zoning administrator. Under no circumstances shall the food truck be operating on site after the restaurant is opened."

Sincerely,

Margaret Holly, Chairperson
University City Plan Commission



Department of Planning and Development

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

STAFF REPORT

City Council

MEETING DATE: September 12, 2022

FILE NUMBER: CUP 22-07

COUNCIL DISTRICT: 3

Location: 7001 Olive Boulevard

Applicant: Bougie Bites STL, LLC

Property Owner: Bougie Bites STL, LLC

Request: Conditional Use Permit (C.U.P.) The proposed use is to allow a food truck to operate temporarily at 7001 Olive Boulevard.

COMPREHENSIVE PLAN CONFORMANCE

Yes No No reference

STAFF RECOMMENDATION

Approval Approval with Conditions Denial

Attachments:

- A. Application for Conditional Use Permit

Existing Zoning: GC – General Commercial

Existing Land Use: Vacant – Soon-to-be demolished building

Proposed Zoning: No change – "GC" District

Proposed Land Use: Temporary food truck

Surrounding Zoning and Current Land Use:

North: SR "SR" Single-family Residential District

East: GC "GC" General Commercial District

South: GC "PA" Public Activity District (*South side of Olive Boulevard*)

West: GC "GC" General Commercial District

Existing Property

The existing property at 7001 Olive Boulevard, at the intersection of Olive and Pennsylvania Avenue. The site is triangular in shape, making development on the site difficult. The existing building is only 484 square-feet in size and is located right in the middle of the property, adding to the redevelopment difficulties.

The location and surrounding zoning of the property, as well as an aerial view of the site, are illustrated in Figure 1 below.



Figure 1. 7001 Olive Boulevard.

Applicant's Request

Ms. Latoya Thompson has purchased the property with the intention of having a restaurant on the site. As the building is not in the best location for a restaurant on this lot, she decided to demolish the existing building and erect a building better suited to the shape of the lot. Please see Ms. Thompson's narrative for details on the kind of restaurant she plans to open. Demolition of the existing building is scheduled for occur in the next couple of weeks.

While the permanent restaurant is being built, Latoya would like to temporarily open her restaurant in a food truck she has purchased. As food trucks are not permitted in

University City, one way to accommodate her request is through a Conditional Use Permit. Conditions of the C.U.P. will govern the location of the food truck, the hours of operation and the duration that the food truck will be allowed to operate. These conditions are addressed in the Analysis below. A photo of the food truck can be found below in Figure 2.

Analysis

A Conditional Use Permit in this instance is required per the General Commercial District regulations, section §400.500 – Permitted Uses, note the highlighted section:

In addition to the land uses permitted in this district, certain other uses may be conditionally allowed per Section 400.510. Other uses not listed, which are determined by the Zoning Administrator to be identical or similar to one (1) or more of the following uses, are permitted as well. *When an unlisted use is proposed, which appears to meet the intent of this district but its potential impact is uncertain, then such use shall be considered a conditional use.*



Figure 2. Food truck proposed to temporarily locate at 7001 Olive Boulevard.

Staff Recommendation

Staff is of the opinion that the proposed use of a temporary food truck would not be detrimental to the surrounding area.

Staff is recommending approval of the request, subject to the following conditions:

1. The food truck may be parked on location only for the duration of the construction of the new restaurant.
2. The food truck hours of operation shall not extend past 9:00 p.m. (*Ms. Thompson has asked for hours up to midnight.*)
3. The food truck shall be parked so as not to interfere with construction and shall maintain at least two (2) customer parking spaces.

Plan Commission Meeting

At the Plan Commission meeting on August 24, 2022, the Plan Commission voted by a vote of five (5) yes and one (1) no to approve the Conditional Use Permit to allow a food truck to operate temporarily at 7001 Olive Boulevard.

The Conditional Use Permit was approved with the following conditions:

1. The food truck hours of operation shall not extend past 12:00 a.m. (Midnight)
2. The food truck shall be parked so as not to interfere with construction and shall maintain at least two (2) customer parking spaces."
3. The CUP shall be valid for one (1) year from Plan Commission approval, August 24, 2022, with a potential six (6)-month extension to be approved by the zoning administrator. Under no circumstances shall the food truck be operating on site after the restaurant is opened."

1) Description of the proposed Conditional Use, in narrative form. Please include historical information about the applicant, the company and/or the organization. Explain why this particular site was chosen for the proposal, state the number of employees that will be working at the site, state the hours of operation, explain other features unique to the proposed use and submit any other information that will help the Plan Commission and City Council in their decisions. 2) Estimated impact of the conditional use on the surrounding properties and adjacent streets, including, but not limited to, average daily and peak hour traffic generation, existing traffic volumes of adjacent streets, if available, use of outdoor intercoms, and any other operational characteristics of the proposed use that may have impacts on other adjacent or nearby properties. 3) Legal description of the property(s) proposed for the Conditional Use Permit, when the proposed use involves a substantial addition or new construction.

I Latoya Thompson, owner of Bougie Bites STL LLC recently purchased commercial property located at 7001 Olive Blvd University City, MO 63130.

Bougie Bites STL LLC is a plant based restaurant. Bougie Bites will provide plant based food and snacks to customers who are looking for meat alternatives to eat. There is a gap in the St. Louis, Missouri food market for late night options that are also healthy. Meat alternatives will include, but not limited to, vegan options such as: impossible burgers, french fries, salads, tofu, & etc. Some St. Louis area neighborhoods lack assessable healthy food options. Forcing citizens to travel miles beyond their zip codes to shop for fresh food. If said citizen does not have transportation to travel to a grocery store that sells fresh food, the only option is to partake in eating unhealthy, fatty, processed fast food. Obesity in America is a major health concern that can cause an increase in diseases such as: certain types of cancer, coronary artery disease, type 2 diabetes, stroke, cardiovascular disease, as well as significant increases in early mortality.

Bougie Bites will focus on making a contribution to the market place leaving an impact on the lives of others, providing vegan food that actually taste good while economical opportunities for others.

In order to bring the current property (7001 Olive Blvd) up to code and handicap accessible I will have to demolish the current structure and rebuild a new structure thats up to code.

I request a conditional usage permit to be able to operate a temporary food truck on the property while the new structure is being built out.

The food truck will have a range of 2 to 4 employees at any given time frame.

The site hours of operation are 11am to 12pm daily

The current property structure is 484 square fee but is not up to code so new construction is required.

Used
Vending



USEM
Vending





USEN
vending



MOBILE FOOD KITCHEN

USED

We Cater!



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER:
For City Clerk Use UB20220927-01

SUBJECT/TITLE: Application to vacate an easement known as Briscoe Place.			
REQUESTED BY: John L. Wagner		DEPARTMENT / WARD Community Development/3	
AGENDA SECTION:	Unfinished Business Bill 9476	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			
STAFF COMMENTS AND BACKGROUND INFORMATION: This request for an easement vacation is for the Market at Olive development, Phase II, south of Olive Boulevard, west of McKnight Road Specifically, the request is to vacate Briscoe Place.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: A draft ordinance is attached.			
LIST CITY COUNCIL GOALS (S):			
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	Sept 27, 2022

INTRODUCED BY: _____

DATE: _____

BILL NO. 9476

ORDINANCE NO.

AN ORDINANCE VACATING AND SURRENDERING THE RIGHT-OF-WAY OF BRISCOE PLACE.

WHEREAS, Briscoe Place is a public street located in St. Patrick Place, a subdivision within the City of University City, in St. Louis County, Missouri and recorded in Plat Book 89 Page 10 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 12, 2022 at 6:30 p.m., was duly published in the St. Louis Countian, a newspaper of general circulation within said City, on August 28, 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 Briscoe Place 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 CITY, 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 BRISCOE PLACE, A PUBLIC RIGHT-OF-WAY AS DEDICATED BY ST. PATRICK PLACE, A SUBDIVISION FILED FOR RECORD IN PLAT BOOK 89 PAGE 10 OF THE LAND RECORDS OF SAID ST. LOUIS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERN RIGHT-OF-WAY LINE OF BRISCOE PLACE AND THE SOUTHERN RIGHT-OF-WAY OF OLIVE BOULEVARD, AS WIDENED, SAID INTERSECTION ALSO BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO CEB REAL ESTATE ENTERPRISES AS RECORDED IN BOOK 9633 PAGE 2111 OF THE LAND RECORDS OF ST. LOUIS COUNTY, MISSOURI; THENCE ALONG THE EASTERN LINE OF SAID CEB REAL ESTATE TRACT AND ALONG THE EASTERN LINE OF LOT 1 OF SAID ST. PATRICK PLACE, SOUTH 00 DEGREES 15 MINUTES 25 SECONDS WEST, A DISTANCE OF 225.92 FEET; THENCE CONTINUING ALONG SAID EASTERN LINE OF LOT 1, 25.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET,

THOUGH A CENTRAL ANGLE OF 73 DEGREES 23 MINUTES 54 SECONDS, WITH A

CHORD THAT BEARS SOUTH 36 DEGREES 57 MINUTES 22 SECONDS WEST, A DISTANCE OF 23.90 FEET; THENCE CONTINUING ALONG SAID EASTERN LINE OF LOT 1, AND ALONG THE EASTERN LINES OF LOTS 2, 3, AND 4, THE NORTHERN LINES OF LOTS 5 AND 6, AND THE WESTERN LINES OF LOTS 7 AND 8 OF SAID ST. PATRICK PLACE SUBDIVISION, 221.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 253 DEGREES 23 MINUTES 54 SECONDS, WITH A CHORD THAT BEARS SOUTH 53 DEGREES 02 MINUTES 38 SECONDS EAST, A DISTANCE OF 80.18 FEET; THENCE ALONG THE WEST LINES OF LOTS 8, 9, 10, AND 11 OF SAID ST. PATRICK PLACE, NORTH 00 DEGREES 15 MINUTES 25 SECONDS EAST, A DISTANCE OF 280.00 FEET; THENCE 14.16 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 40 DEGREES 34 MINUTES 32 SECONDS, WITH A CHORD THAT BEARS NORTH 20 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 13.87 FEET TO SAID SOUTHERN RIGHT-OF-WAY LINE OF OLIVE BOULEVARD, AS WIDENED; THENCE ALONG SAID SOUTHERN RIGHT-OF-WAY LINE, NORTH 89 DEGREES 45 MINUTES 09 SECONDS WEST, A DISTANCE OF 54.81 FEET TO THE POINT OF BEGINNING, CONTAINING 0.473 ACRES, BY GRIMES CONSULTING, INC., LS-343-D, DATED FEBRUARY 2022.

Section 2. Said right-of-way is 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:

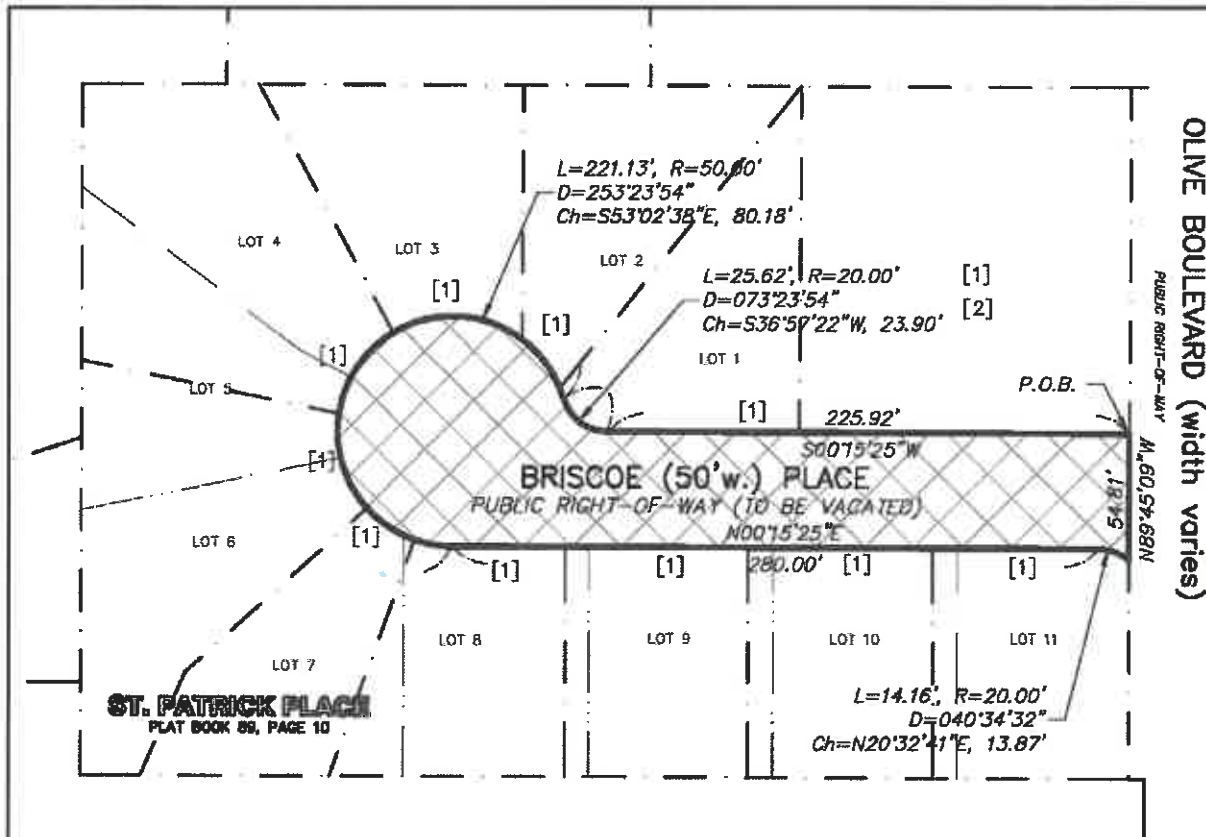
CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

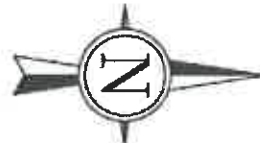
"EXHIBIT A"

BRISCOE PLACE



[1] N/F
U. CITY LLC
D.B. _____ Pg. _____

[2] N/F
CEB REAL ESTATE ENTERPRISES
D.B. 9633 Pg. 2111



GRAPHIC SCALE



(IN FEET)
1 inch = 70 ft.

EXHIBIT 'A' (SHEET 1 of 2)

INITIAL:

RIGHT-OF-WAY VACATION

A TRACT OF LAND BEING PART OF BRISCOE PLACE,
A PUBLIC RIGHT-OF-WAY AS DEDICATED BY ST.
PATRICK PLACE, A SUBDIVISION FILED FOR RECORD
IN PLAT BOOK 89 PAGE 10 OF THE LAND RECORDS
OF ST. LOUIS COUNTY, MISSOURI



NAME R. CORY SPENCE
LIC # PLS NO. 2015017842

02/21/22

MRL

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



NUMBER: <i>For City Clerk Use</i>	UB20220927-02
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SUBJECT/TITLE: Application to vacate an easement along Barby Lane, south of Delmar Boulevard, east of Kingdel Drive.			
REQUESTED BY: John L. Wagner		DEPARTMENT / WARD Community Development/1	
AGENDA SECTION:	Unfinihsed Business Bill 9477	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 Avenir development along Barby Lane, south of Delmar Boulevard, east of Kingdel Drive.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: A draft ordinance is attached.			
LIST CITY COUNCIL GOALS (S):			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	Sept. 27, 2022

INTRODUCED BY: _____

DATE: _____

BILL NO. 9477

ORDINANCE NO.

**AN ORDINANCE VACATING AND SURRENDERING A PORTION OF THE
BARBY LANE RIGHT-OF-WAY.**

WHEREAS, Barby Lane is a public street located within the City of University City, in St. Louis County, Missouri; and

WHEREAS, due notice of a public hearing on the vacation of a portion of said public street, to be held by the City Council of the City of University City on September 12, 2022 at 6:30 p.m., was duly published in the St. Louis Countian, a newspaper of general circulation within said City, on August 28, 2022; and

WHEREAS, said public hearing was held at the time and place specified in said notices, 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. A portion of the Barby Lane right-of-way 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 LOCATED WITHIN THE EXISTING RIGHT-OF-WAY OF BARBY LANE (VARIABLE WIDTH), 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 SOUTHEASTERN CORNER OF LOT 5 IN BLOCK 5 OF "DELPRICE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 41, PAGE 20 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, SAID CORNER BEING LOCATED ON THE NORTHERN RIGHT-OF-WAY OF BARBY LANE (VARIABLE WIDTH); THENCE PROCEEDING ALONG THE EASTERN LINE OF LOTS 4 AND 5 IN BLOCK 5 OF SAID "DELPRICE" SUBDIVISION, NORTH 00°56'50" EAST, 53.25 FEET TO THE SOUTHWESTERN CORNER OF A TRACT OF LAND CONVEYED TO CHARLES DEUTSCH & COMPANY BY INSTRUMENT RECORDED IN DEED BOOK 17126 PAGE 1719 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS; THENCE CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF SAID BARBY LANE, AND THE SOUTHERN LINE OF SAID CHARLES DEUTSCH & COMPANY TRACT, SOUTH 89°37'08" EAST, 49.78 FEET TO A POINT OF CURVATURE LOCATED ON THE SOUTHEASTERN CORNER OF SAID CHARLES DEUTSCH & COMPANY TRACT, SAID CORNER ALSO BEING THE SOUTHWESTERN CORNER OF LOT 15 OF "BARBY LANE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT

BOOK 61, PAGE 30 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS; THENCE CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF SAID BARBY LANE, AND THE SOUTHERN LINES OF LOTS

14 AND 15 OF SAID "BARBY LANE" SUBDIVISION, THE FOLLOWING COURSES, DISTANCES, AND CURVES: THENCE ALONG AN ARC TO THE RIGHT, AN ARC LENGTH OF

61.55 FEET, A RADIUS OF 50.00 FEET, THE CHORD OF WHICH BEARS SOUTH 54°21'16" EAST, 57.74 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC TO THE LEFT, AN ARC LENGTH OF 30.77 FEET, A RADIUS OF 25.00 FEET, THE CHORD OF WHICH BEARS SOUTH 54°21'16" EAST, 28.87 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°37'08" EAST, 90.69 FEET TO THE SOUTHEASTERN CORNER OF SAID LOT 14, SAID CORNER BEING LOCATED ON THE WESTERN LINE OF ADJUSTED LOT 4 OF "McKNIGHT PLACE ASSISTED LIVING BOUNDARY ADJUSTMENT PLAT 2", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 365, PAGE 7 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS; THENCE ALONG THE WESTERN LINE OF ADJUSTED LOT 3 AND ADJUSTED LOT 4 OF SAID "McKNIGHT PLACE ASSISTED LIVING BOUNDARY ADJUSTMENT PLAT 2", SOUTH 00°22'52" WEST, 50.00 FEET TO A POINT LOCATED ON THE NORTHERN LINE OF LOT 26 OF "BOSCHERT'S ADDITION TO CLAYTON", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 37 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, SAID POINT BEING LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF SAID BARBY LANE; THENCE ALONG THE SOUTHERN RIGHT-OF-WAY OF SAID BARBY LANE AND THE NORTHERN LINE OF SAID LOT 26, NORTH 89°37'08" WEST, 26.31 FEET TO A POINT; THENCE LEAVING SAID SOUTHERN RIGHT-OF-WAY AND THE NORTHERN LINE OF SAID LOT 26 THE FOLLOWING COURSES AND DISTANCES: NORTH 00°22'52" EAST, 38.65 FEET TO A POINT; THENCE NORTH 89°37'08" WEST, 15.00 FEET TO A POINT; THENCE NORTH 00°22'52" EAST, 8.10 FEET TO A POINT; THENCE NORTH 89°37'08" WEST, 170.40 FEET TO THE POINT OF BEGINNING, AND CONTAINING 6,579 SQUARE FEET OR 0.151 ACRES MORE OR LESS.

Section 2. Said right-of-way is further described and shown hachured on the attached Right-of-Way Vacation Plat, 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

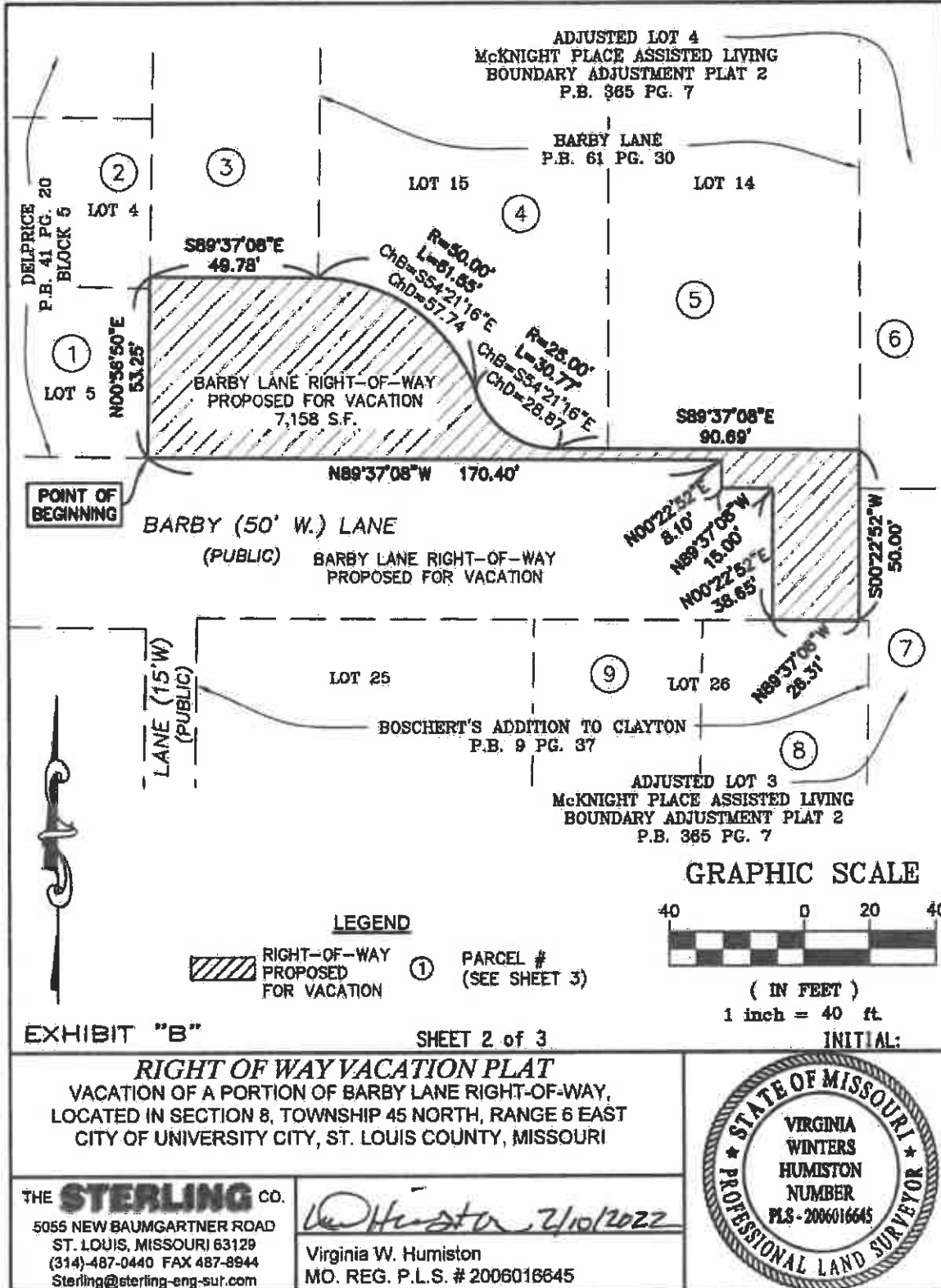
CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

"EXHIBIT A"

DATE: 02/10/2022

ORDER NUMBER: 19-09-308



Drawing name: V:\11607220 Delmar Mixed Use Development\Drawings\Surveying\Easements\BARBY LANE ROW VACATION.dwg Plotted on: Feb 10, 2022 - 12:28pm Plotted by: garronh



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

NUMBER: <i>For City Clerk Use</i>	UB20220927-03
---	----------------------

SUBJECT/TITLE: Application to vacate an easement along McKight Place, south of Delmar Boulevard.			
REQUESTED BY: John L. Wagner		DEPARTMENT / WARD Community Development/1	
AGENDA SECTION:	Unfinished Business - Bill 9478	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 Avenir development, south of Delmar Boulevard, east of McKnight Place.
--

CIP No.	
RELATED ITEMS / ATTACHMENTS: A draft ordinance is attached.	

LIST CITY COUNCIL GOALS (\$):			
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	Sept. 27, 2022

INTRODUCED BY: _____

DATE: _____

BILL NO. 9478

ORDINANCE NO.

**AN ORDINANCE VACATING AND SURRENDERING A PORTION OF
MCKNIGHT PLACE RIGHT-OF-WAY.**

WHEREAS, McKnight Place is a public street located within the City of University City, in St. Louis County, Missouri, and recorded in Deed Book 21472, Page 1990 of the St. Louis County Recorder of Deeds in Clayton, Missouri; and

WHEREAS, due notice of a public hearing on the vacation of a portion of said public street, to be held by the City Council of the City of University City on September 12, 2022 at 6:30 p.m., was duly published in the St. Louis Countian, a newspaper of general circulation within said City, on August 28, 2022; and

WHEREAS, said public hearing was held at the time and place specified in said notices, 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. A portion of the McKnight Place right-of-way 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 BEING PART OF THE MCKNIGHT PLACE RIGHT-OF-WAY, WIDTH VARIES, BEING ADJACENT TO THE WEST LINE OF A TRACT OF LAND CONVEYED TO BRENTMOOR HOLDINGS, LLC BY INSTRUMENT RECORDED IN DEED BOOK 21472 PAGE 1990 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, 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 THE ABOVEMENTIONED BRENTMOOR HOLDINGS, LLC TRACT, SAID CORNER BEING LOCATED AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF DELMAR BOULEVARD (WIDTH VARIES) AND THE EAST RIGHT-OF-WAY LINE OF MCKNIGHT PLACE (WIDTH VARIES); THENCE PROCEEDING ALONG THE WEST LINE OF SAID BRENTMOOR HOLDINGS, LLC TRACT AND THE EAST RIGHT-OF-WAY LINE OF SAID MCKNIGHT PLACE, THE FOLLOWING COURSES, DISTANCES, AND CURVES: SOUTH 00°32'17" WEST, 9.89 FEET TO A POINT OF CURVATURE; ALONG AN ARC TO THE LEFT, AN ARC LENGTH OF 13.59 FEET, A RADIUS OF 38.00 FEET, THE CHORD OF WHICH BEARS SOUTH 09°42'27" EAST, 13.52 FEET TO A POINT OF REVERSE CURVATURE; ALONG AN ARC TO THE RIGHT, AN ARC LENGTH OF 33.04 FEET, A RADIUS OF 93.00 FEET, THE CHORD OF WHICH BEARS SOUTH 09°46'30" EAST, 32.87 FEET TO A POINT

OF TANGENCY; SOUTH 00°24'12" WEST, 52.39 FEET TO A POINT OF CURVATURE; ALONG AN ARC TO THE RIGHT, AN ARC LENGTH OF 46.48 FEET, A RADIUS OF 118.00 FEET, THE CHORD OF WHICH BEARS SOUTH 11°41'15" WEST, 46.18 FEET TO A POINT OF TANGENCY; AND SOUTH 22°58'17" WEST, 16.00 FEET TO A POINT; THENCE LEAVING SAID EAST RIGHT-OF-WAY AND THE WEST LINE OF SAID BRENTMOOR HOLDINGS, LLC TRACT AND PROCEEDING THE FOLLOWING COURSES, DISTANCES, AND CURVES: NORTH 00°24'26" EAST, 45.70 FEET TO A POINT OF CURVATURE; ALONG AN ARC TO THE RIGHT, AN ARC LENGTH OF 24.43 FEET, A RADIUS OF 484.00 FEET, THE CHORD OF WHICH BEARS NORTH 01°51'11" EAST, 24.42 FEET TO A POINT OF TANGENCY; AND NORTH 03°17'56" EAST, 98.02 FEET TO A POINT LOCATED ON THE WESTWARDLY PROLONGATION OF THE SOUTH RIGHT-OF-WAY LINE OF THE ABOVEMENTIONED DELMAR BOULEVARD RIGHT-OF-WAY; THENCE ALONG SAID WESTWARDLY RIGHT-OF-WAY LINE PROLONGATION, SOUTH 89°23'32" EAST, 1.45 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION AND CONTAINING 1,687 SQUARE FEET (0.039 ACRES MORE OR LESS).

Section 2. Said right-of-way is further described and shown hachured on the attached Right-of-Way Vacation Plat, 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"

DATE: 03/25/2022

ORDER NUMBER: 19-09-308

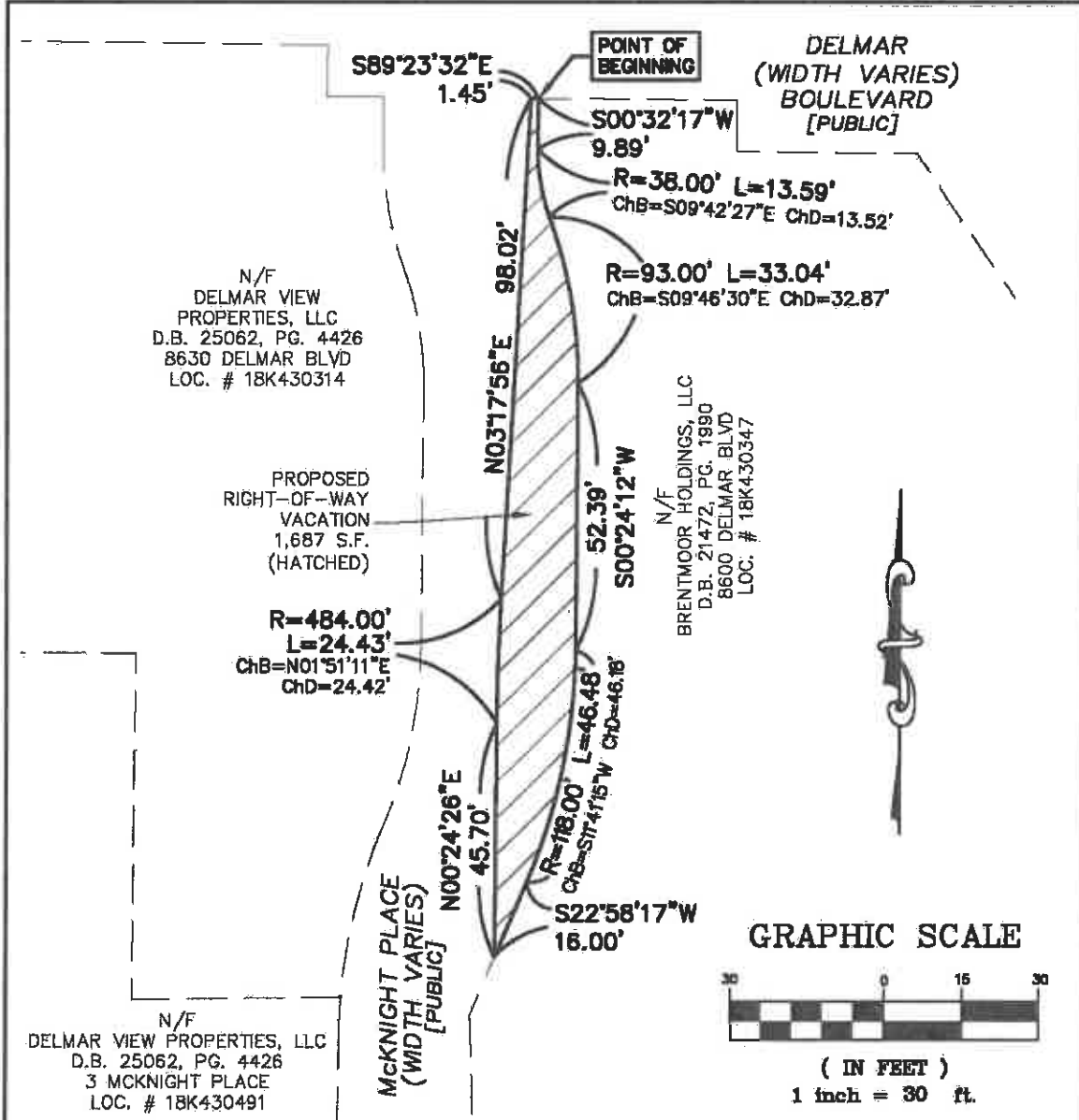


EXHIBIT "B"

SHEET 1 of 1

INITIAL:

RIGHT OF WAY VACATION PLAT

VACATION OF A PORTION OF MCKNIGHT PLACE RIGHT-OF-WAY,
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
MO. REG. P.L.S. # 2006016645

Drawing name: V:\1807220 Delmar Mixed Use Development\Drawings\Surveying\Easements\ROW Vacation - 8600 Delmar Blvd.dwg Plotted on: Mar 25, 2022 - 11:08am Plotted by: gsemon

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



NUMBER: <i>For City Clerk Use</i>	UB20220927-04
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SUBJECT/TITLE: Application to vacate an easement known as Elmore Court.			
REQUESTED BY: John L. Wagner		DEPARTMENT / WARD Community Development/3	
AGENDA SECTION:	Unfinished 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, Gregory Rose	MEETING DATE:	September 27, 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

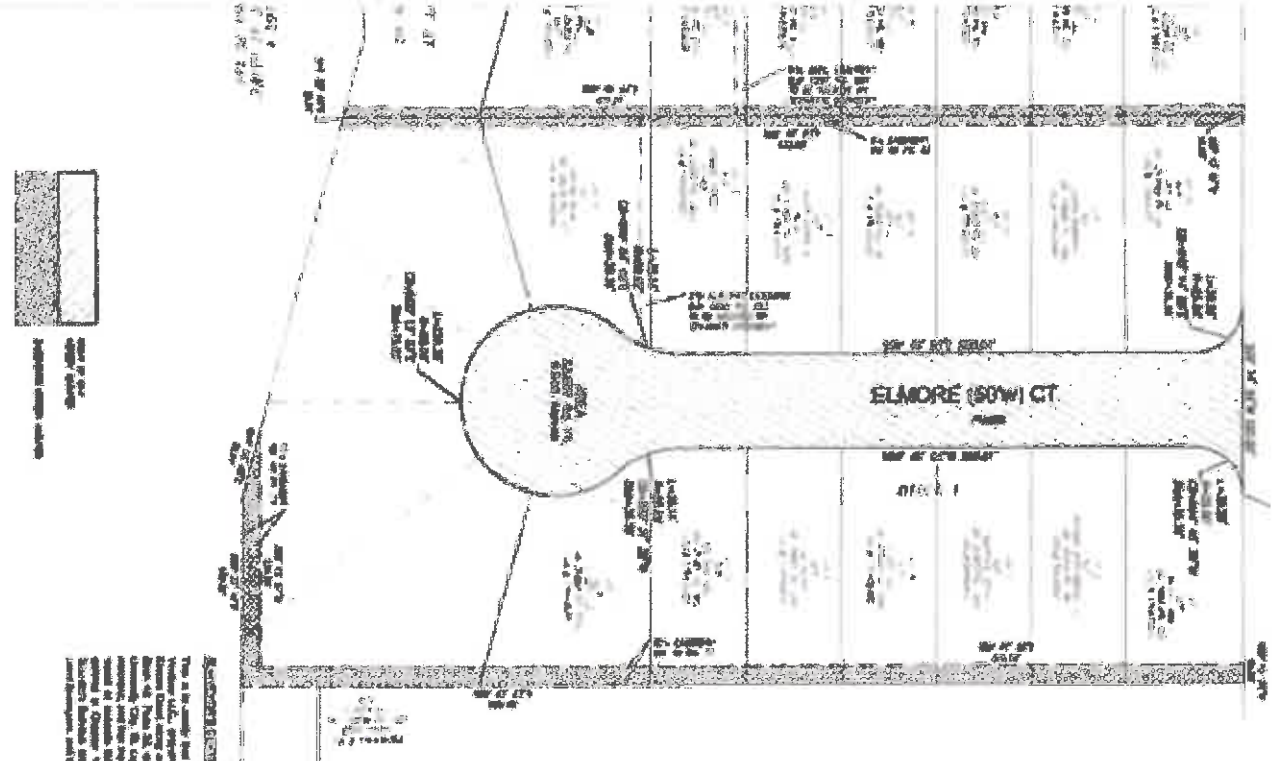
ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

“EXHIBIT A”



LANDSCAPE DESCRIPTION

This is the study that has been done for the site. It shows the location of all trees and shrubs that are to be planted on the site. The trees and shrubs are shown in the plan with their names and sizes. The trees are shown with a circle and the shrubs with a square. The sizes are given in feet and inches. The trees are to be planted in the landscape area and the shrubs in the planting areas. The trees are to be planted in the landscape area and the shrubs in the planting areas. The trees are to be planted in the landscape area and the shrubs in the planting areas.

STREET AND LANDSCAPE CONSULTING ENGINEERS, INC.
 1000 N. GARDEN CITY ROAD
 GARDEN CITY, MISSOURI 64401
 BY: [Signature]

GENERAL NOTES

1. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARDEN CITY, MISSOURI, AND THE MISSOURI DEPARTMENT OF REVENUE, AND FOR PAYING ALL FEES AND COSTS ASSOCIATED THEREWITH.

2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARDEN CITY, MISSOURI, AND FOR PAYING ALL FEES AND COSTS ASSOCIATED THEREWITH.

3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARDEN CITY, MISSOURI, AND FOR PAYING ALL FEES AND COSTS ASSOCIATED THEREWITH.

4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARDEN CITY, MISSOURI, AND FOR PAYING ALL FEES AND COSTS ASSOCIATED THEREWITH.

5. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARDEN CITY, MISSOURI, AND FOR PAYING ALL FEES AND COSTS ASSOCIATED THEREWITH.

6. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARDEN CITY, MISSOURI, AND FOR PAYING ALL FEES AND COSTS ASSOCIATED THEREWITH.

7. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARDEN CITY, MISSOURI, AND FOR PAYING ALL FEES AND COSTS ASSOCIATED THEREWITH.

8. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARDEN CITY, MISSOURI, AND FOR PAYING ALL FEES AND COSTS ASSOCIATED THEREWITH.

9. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARDEN CITY, MISSOURI, AND FOR PAYING ALL FEES AND COSTS ASSOCIATED THEREWITH.

10. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARDEN CITY, MISSOURI, AND FOR PAYING ALL FEES AND COSTS ASSOCIATED THEREWITH.

STREET AND LANDSCAPE VACATION PLAN

ST PATRICK COURTS VACATION

ORCHARD COURT, AND ELMORE COURT
 UNIVERSITY CITY ST. LOUIS COUNTY MISSOURI

1 of 1

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



NUMBER: <i>For City Clerk Use</i>	UB20220927-05
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SUBJECT/TITLE: Application to vacate an easement known as Orchard Court.			
REQUESTED BY: John L. Wagner		DEPARTMENT / WARD Community Development/3	
AGENDA SECTION:	Unfinished 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 (5):			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	September 27, 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 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:

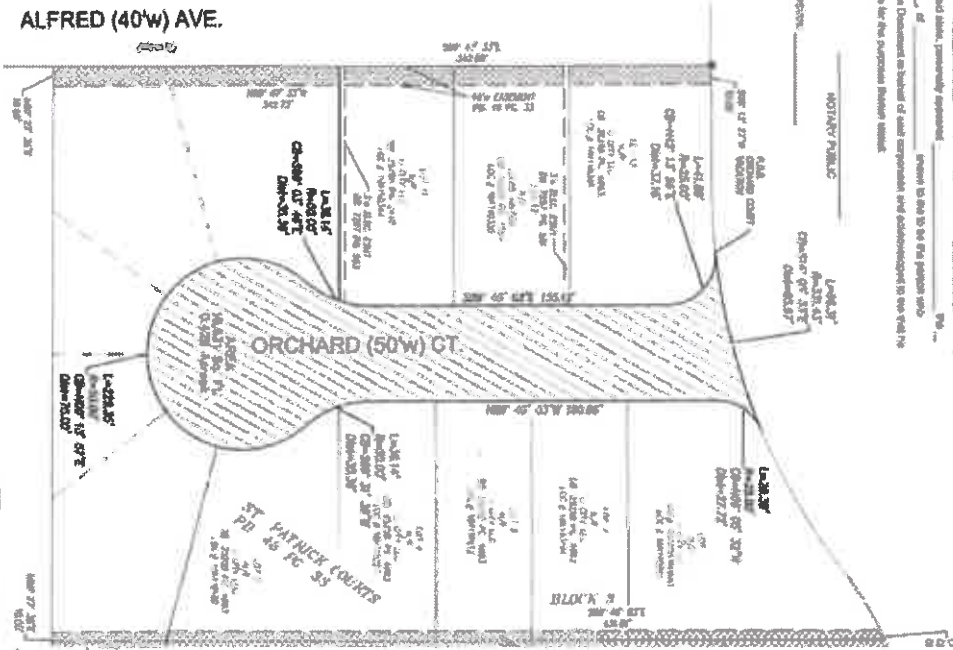
CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

“EXHIBIT A”

Notary Public, my commission expires on _____ 20____
 I, the undersigned, a Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the person who presented it to me for this purpose.
 My Commission Expires on _____ 20____



NOTICE TO CONTRACTORS
 This is to certify that the above plan, showing the streets of Alfred (40W) Ave., Orchard (50W) Ct., and St. Patrick Courts, was prepared by the undersigned, a Notary Public, on the basis of a plan submitted to me by the person who presented it to me for this purpose. The plan shows the location of the streets and easements, and the location of the buildings and other structures on the property. The plan also shows the location of the easements and the location of the buildings and other structures on the property. The plan is a true and correct copy of the original as shown to me by the person who presented it to me for this purpose. My Commission Expires on _____ 20____

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
 LIC. NO. 2222
 BY: [Signature]
 Notary Public, My Commission Expires on _____ 20____

STREET AND EASEMENT VACATION PLAN
ST PATRICK COURTS VACATION
 ORCHARD COURT, AND ELMORE COURT
 UNIVERSITY CITY ST. LOUIS COUNTY MISSOURI



NO.	DATE	DESCRIPTION
1	10/1/2010	STREET AND EASEMENT VACATION PLAN



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER:
For City Clerk Use UB20220927-06

SUBJECT/TITLE:
Application to vacate an easement known as Richard Court.

REQUESTED BY: John L. Wagner DEPARTMENT / WARD: Community Development/3

AGENDA SECTION: Unfinished 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, Gregroy Rose MEETING DATE: September 27, 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 CITY, 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"

RICHARD COURT

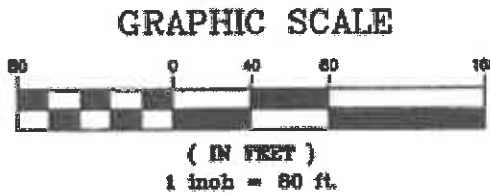
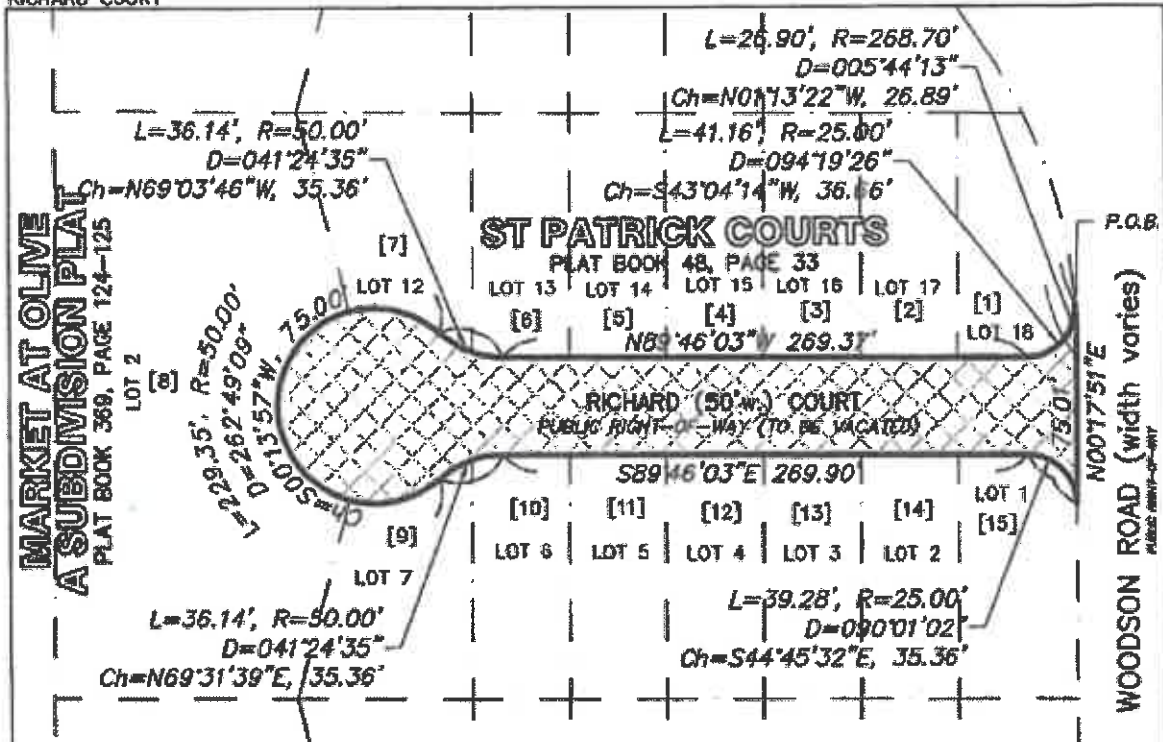


EXHIBIT 'A' - (SHEET 1 of 3)

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>	UB20220927-07
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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:	Unfinished 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 (S):			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	September 27, 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

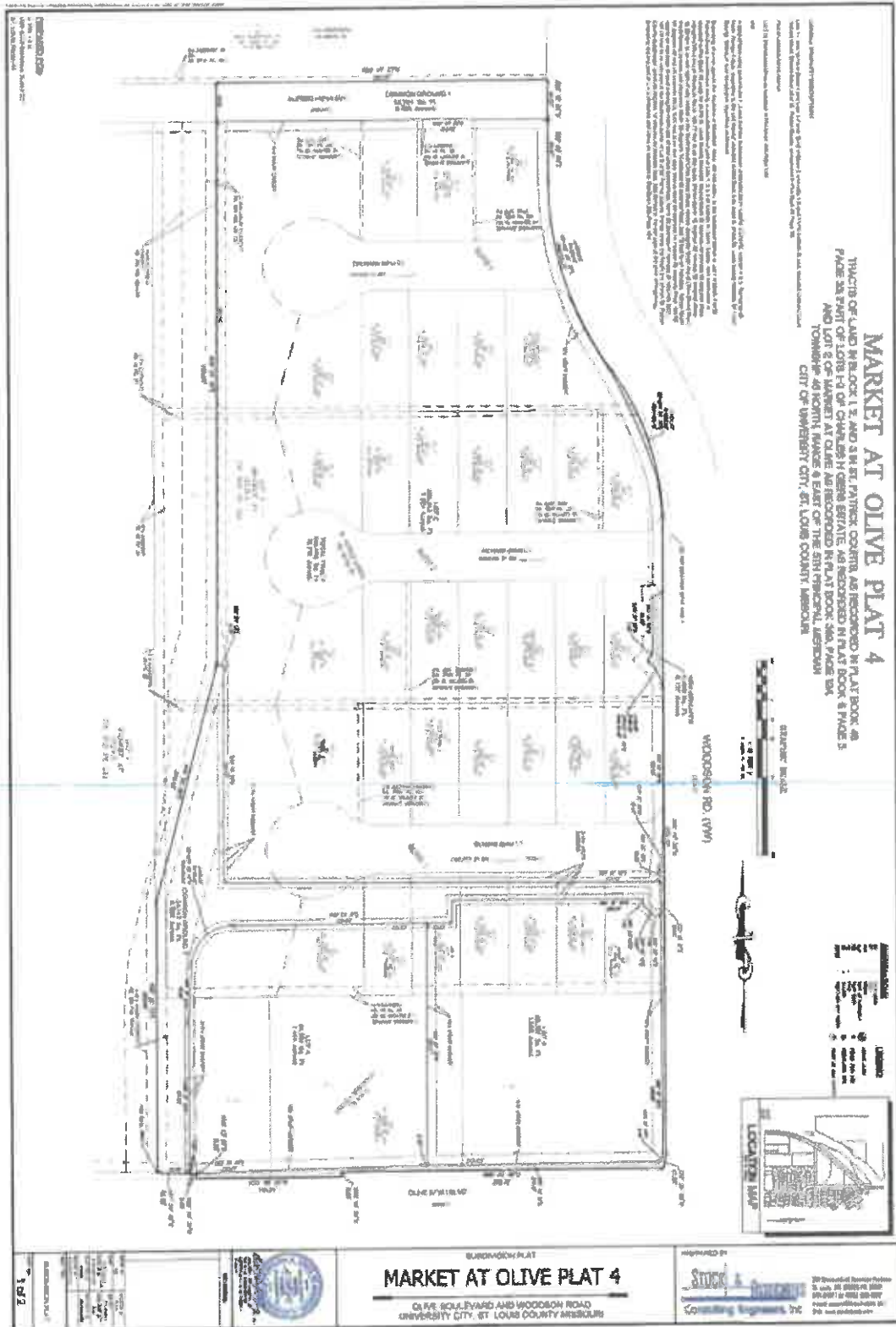
ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

Exhibit A



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



NUMBER: <i>For City Clerk Use</i>	UB20220927-08
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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
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AGENDA SECTION: Unfinished Business Bill 9483	CAN ITEM BE RESCHEDULED? Yes
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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 (5):

RESPECTFULLY SUBMITTED: City Manager, Gregory Rose	MEETING DATE: September 27, 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,

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.

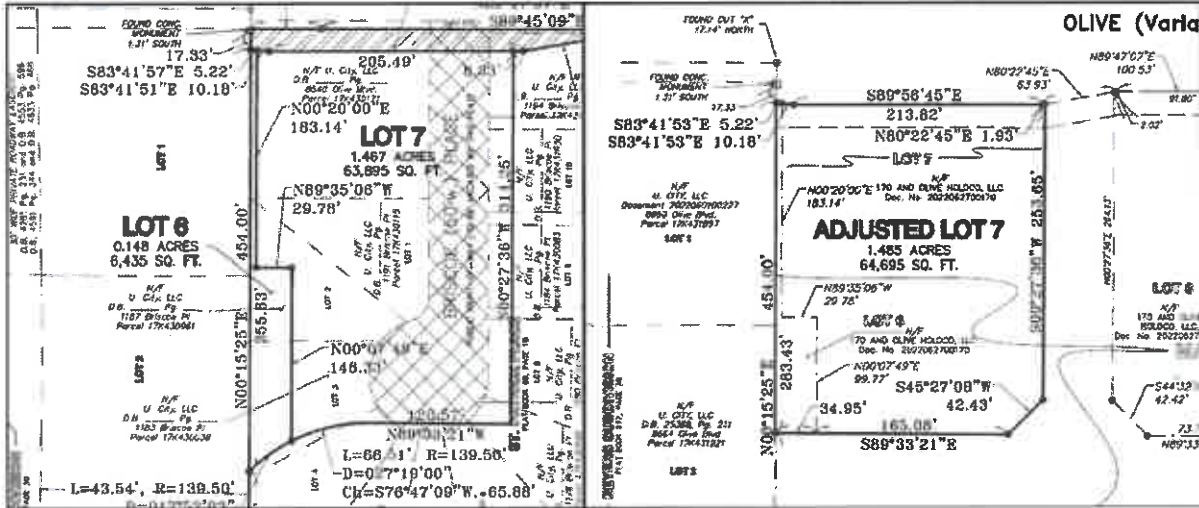


Figure 1. Market at Olive, Phase II: Original Lots 6 and 7 (left) and Adjusted Lot 7 (right).

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



Showing the location of the Market at Olive Plat 3R in relation to the surrounding streets.

MARKET AT OLIVE PLAT 3R

A CONSOLIDATION PLAN

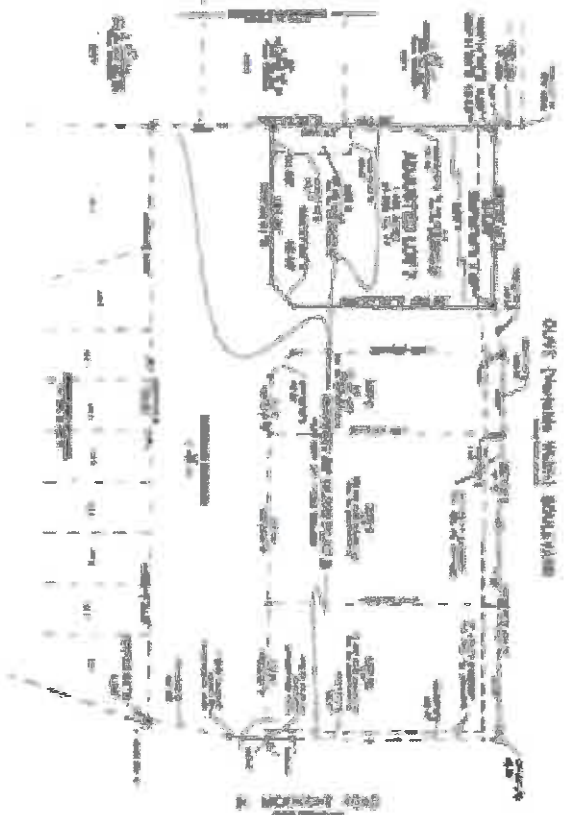
ALL OF LOTS 6 AND 7 OF MARKET AT OLIVE PLAT 3R
 INTERSECTION OF ST. JOHN STREET, WINDSOR
 INTERSECTION OF ST. JOHN STREET, WINDSOR

LEGEND

PLAN OF MARKET

LEGEND

- 1. Lot 6
- 2. Lot 7
- 3. Lot 8
- 4. Lot 9
- 5. Lot 10
- 6. Lot 11
- 7. Lot 12
- 8. Lot 13
- 9. Lot 14
- 10. Lot 15
- 11. Lot 16
- 12. Lot 17
- 13. Lot 18
- 14. Lot 19
- 15. Lot 20
- 16. Lot 21
- 17. Lot 22
- 18. Lot 23
- 19. Lot 24
- 20. Lot 25
- 21. Lot 26
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- 89. Lot 94
- 90. Lot 95
- 91. Lot 96
- 92. Lot 97
- 93. Lot 98
- 94. Lot 99
- 95. Lot 100



Scale: 1 inch = 10 feet

MARKET AT OLIVE PLAT 3R

This plan is submitted for the purpose of consolidating the lots shown on the attached plan and is subject to the approval of the City Council and the Board of Public Works. The plan is based on the following assumptions:

1. The lots shown on the attached plan are the only lots in the area.

2. The lots shown on the attached plan are of the same area as shown on the original plan.

3. The lots shown on the attached plan are of the same shape and size as shown on the original plan.

4. The lots shown on the attached plan are of the same location as shown on the original plan.

5. The lots shown on the attached plan are of the same ownership as shown on the original plan.

6. The lots shown on the attached plan are of the same use as shown on the original plan.

7. The lots shown on the attached plan are of the same zoning as shown on the original plan.

8. The lots shown on the attached plan are of the same height as shown on the original plan.

9. The lots shown on the attached plan are of the same width as shown on the original plan.

10. The lots shown on the attached plan are of the same depth as shown on the original plan.

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6. The lots shown on the attached plan are of the same use as shown on the original plan.

7. The lots shown on the attached plan are of the same zoning as shown on the original plan.

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2. The lots shown on the attached plan are of the same area as shown on the original plan.

3. The lots shown on the attached plan are of the same shape and size as shown on the original plan.

4. The lots shown on the attached plan are of the same location as shown on the original plan.

5. The lots shown on the attached plan are of the same ownership as shown on the original plan.

6. The lots shown on the attached plan are of the same use as shown on the original plan.

7. The lots shown on the attached plan are of the same zoning as shown on the original plan.

8. The lots shown on the attached plan are of the same height as shown on the original plan.

9. The lots shown on the attached plan are of the same width as shown on the original plan.

10. The lots shown on the attached plan are of the same depth as shown on the original plan.

The plan is submitted for the purpose of consolidating the lots shown on the attached plan and is subject to the approval of the City Council and the Board of Public Works. The plan is based on the following assumptions:

1. The lots shown on the attached plan are the only lots in the area.

2. The lots shown on the attached plan are of the same area as shown on the original plan.

3. The lots shown on the attached plan are of the same shape and size as shown on the original plan.

4. The lots shown on the attached plan are of the same location as shown on the original plan.

5. The lots shown on the attached plan are of the same ownership as shown on the original plan.

6. The lots shown on the attached plan are of the same use as shown on the original plan.

7. The lots shown on the attached plan are of the same zoning as shown on the original plan.

8. The lots shown on the attached plan are of the same height as shown on the original plan.

9. The lots shown on the attached plan are of the same width as shown on the original plan.

10. The lots shown on the attached plan are of the same depth as shown on the original plan.

1 of 1



MARKET AT OLIVE PLAT 3R

CONSOLIDATION PLAN

1 of 1



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER: <i>For City Clerk Use</i>	UB20220927-09
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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:	Unfinished 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.	
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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.
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LIST CITY COUNCIL GOALS (S):

RESPECTFULLY SUBMITTED:	City Manager, Gregorory Rose	MEETING DATE:	September 27, 2022
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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 A RIGHT-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

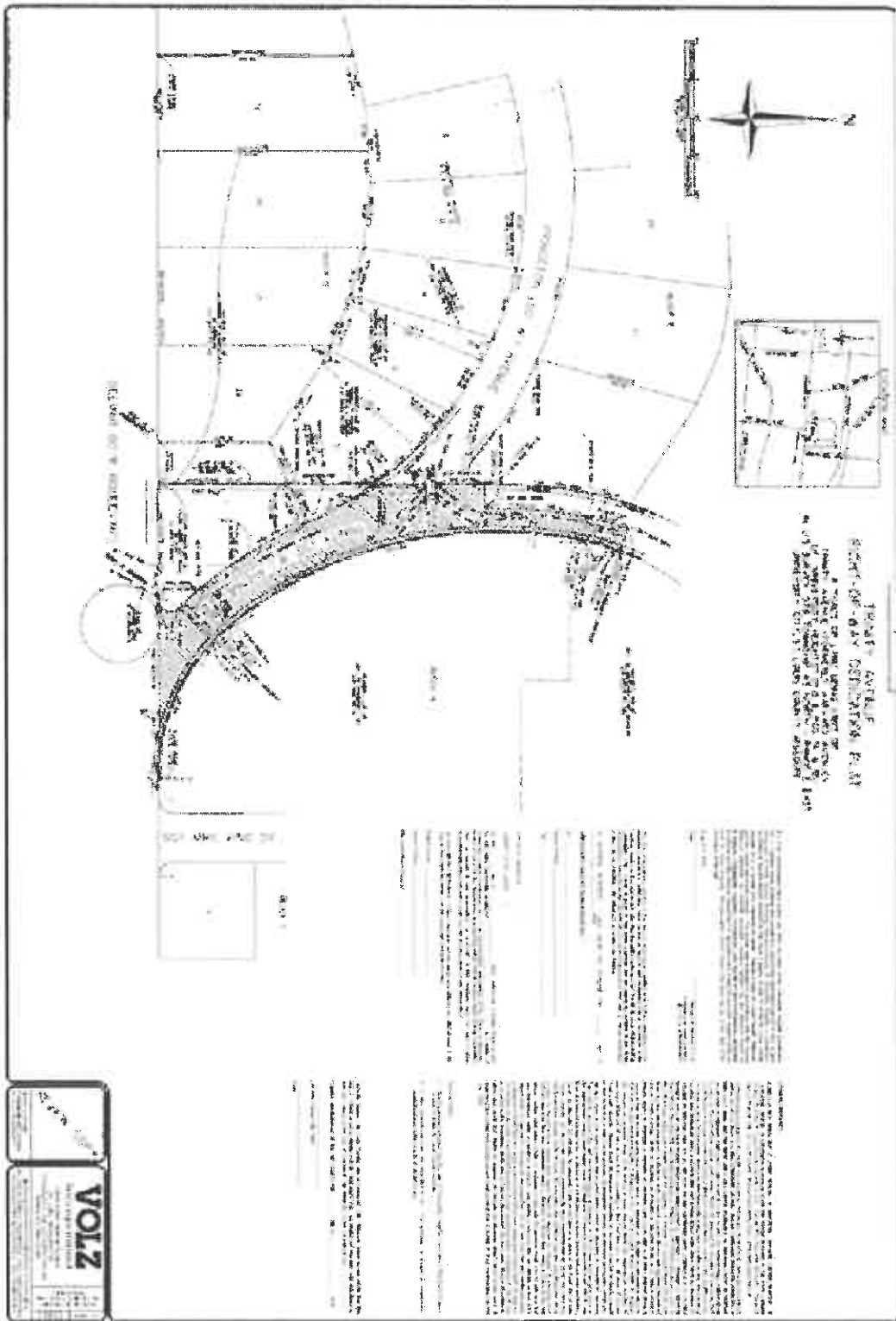
“EXHIBIT A”

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"





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

NUMBER: <i>For City Clerk Use</i>	UB20220927-10
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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:	Unfinished 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 (5):			
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	September 27, 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.

MAYOR

(Seal)

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

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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University City, Missouri	2
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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)

	2025	2026	2027	2028	2029	Total (2025 - 2029)
Residential Assessed Value	\$ 1,071,740	\$ 6,979,063	\$ 7,048,854	\$ 7,048,854	\$ 7,119,342	
Commercial Assessed Value	407,460	320,000	323,200	323,200	326,432	
Total Assessed Value	1,479,200	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	
Incremental Assessed Value	\$ -	\$ 5,819,863	\$ 5,892,854	\$ 5,892,854	\$ 5,966,574	

Taxing Jurisdiction	Total Residential Tax Rate per \$100	Total Commercial Tax Rate per \$100	Base Year (2021)	2025	2026	2027	2028	2029	Total
				\$	\$	\$	\$	\$	(2025 - 2029)
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
University 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
	7.4680	9.6674	119,428	552,132	552,132	557,653	557,653	563,230	2,782,801

EXHIBIT 3

PROJECTED REAL PROPERTY PAYMENTS IN LIEU OF TAXES

	\$	1,071,740	\$	6,979,063	\$	6,979,063	\$	7,048,854	\$	7,048,854	\$	7,119,342
Residential Assessed Value		407,460		320,000		320,000		323,200		323,200		326,432
Commercial Assessed Value												
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		Base Year (2021)		2025		2026		2027		2028		2029		Total (2025 - 2029)
	Residential Tax Rate per \$100	Commercial Tax Rate per \$100	Residential Tax Rate per \$100	Commercial Tax Rate per \$100	Residential Tax Rate per \$100	Commercial Tax Rate per \$100	Residential Tax Rate per \$100	Commercial Tax Rate per \$100	Residential Tax Rate per \$100	Commercial Tax Rate per \$100	Residential Tax Rate per \$100	Commercial Tax Rate per \$100	Residential Tax Rate per \$100	Commercial Tax Rate per \$100	Total
State of Missouri	0.0300	0.0300	0.0300	0.0300	444	444	444	444	444	444	444	444	444	444	2,219
St. Louis County - General	0.1650	0.1860	0.1860	0.1860	2,526	2,526	2,526	2,526	2,526	2,526	2,526	2,526	2,526	2,526	12,631
St. Louis County - Health	0.1110	0.1250	0.1250	0.1250	1,699	1,699	1,699	1,699	1,699	1,699	1,699	1,699	1,699	1,699	8,495
St. Louis County - Parks	0.0400	0.0440	0.0440	0.0440	608	608	608	608	608	608	608	608	608	608	3,040
St. Louis County - Bond Retirement	0.0190	0.0190	0.0190	0.0190	281.05	281.05	281.05	281.05	281.05	281.05	281.05	281.05	281.05	281.05	1,405
St. Louis County - Road & Bridge	0.0830	0.0930	0.0930	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	0.2787	0.2787	4,123	4,123	4,123	4,123	4,123	4,123	4,123	4,123	4,123	4,123	20,613
Special School District	1.0158	1.0158	1.0158	1.0158	15,026	15,026	15,026	15,026	15,026	15,026	15,026	15,026	15,026	15,026	75,129
Zoo - Museum District	0.2455	0.2455	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	0.3450	0.3450	5,157	5,157	5,157	5,157	5,157	5,157	5,157	5,157	5,157	5,157	25,784
University City School District	4.3049	4.6963	4.6963	4.6963	65,273	65,273	65,273	65,273	65,273	65,273	65,273	65,273	65,273	65,273	326,364
Metropolitan Sewer District	0.1041	0.1041	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
Deer Creek Sewer District	0.0660	0.0810	0.0810	0.0810	1,037	1,037	1,037	1,037	1,037	1,037	1,037	1,037	1,037	1,037	5,187
University City	0.5840	0.6200	0.6200	0.6200	8,785	8,785	8,785	8,785	8,785	8,785	8,785	8,785	8,785	8,785	43,926
Productive Living Board	0.0710	0.0840	0.0840	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	n/a	1.7000	1.7000	1.7000	6,927	6,927	6,927	6,927	6,927	6,927	6,927	6,927	6,927	6,927	34,634
	7.4680	9.6674	9.6674	9.6674	119,428	119,428	119,428	119,428	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
University 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:

<u>Date of Project Costs</u>	<u>Amount Submitted in this Requisition</u>	<u>Requisitions Submitted to Date (Including this Requisition)</u>

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. Nonpresentation 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(l)**, 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(f)**, 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(f)**.

(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(l)**, 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**

Interest Rate

5.0%

Maturity Date

December 1, 2026

Dated Date

_____, 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

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>	UB20220927-11
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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:	Unfinished 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. 9486 with Exhibits: Development Plan for Delmar Boulevard Redevelopment Area (Exhibit A) and Development and Performance Agreement (Exhibit B).			
LIST CITY COUNCIL GOALS (S):			
RESPECTFULLY SUBMITTED:	City Manager, Gregrory Rose	MEETING DATE:	September 27, 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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APPENDICES

- A. LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA
- B. REDEVELOPMENT AREA BLIGHT ANALYSIS
- C. REDEVELOPMENT AREA TAX IMPACT STATEMENT
- D. PRELIMINARY SITE PLAN;
- E. PRELIMINARY ELEVATIONS;
- 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 Properties, 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 Deutsch President & 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

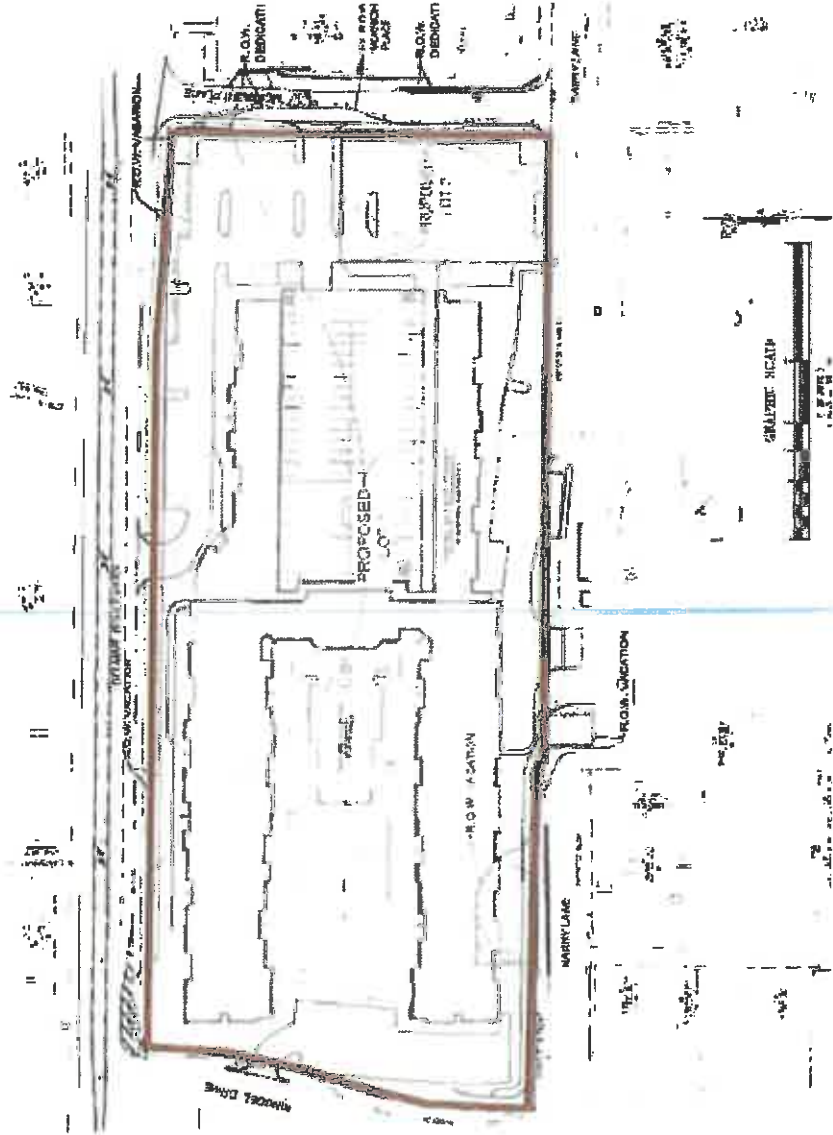
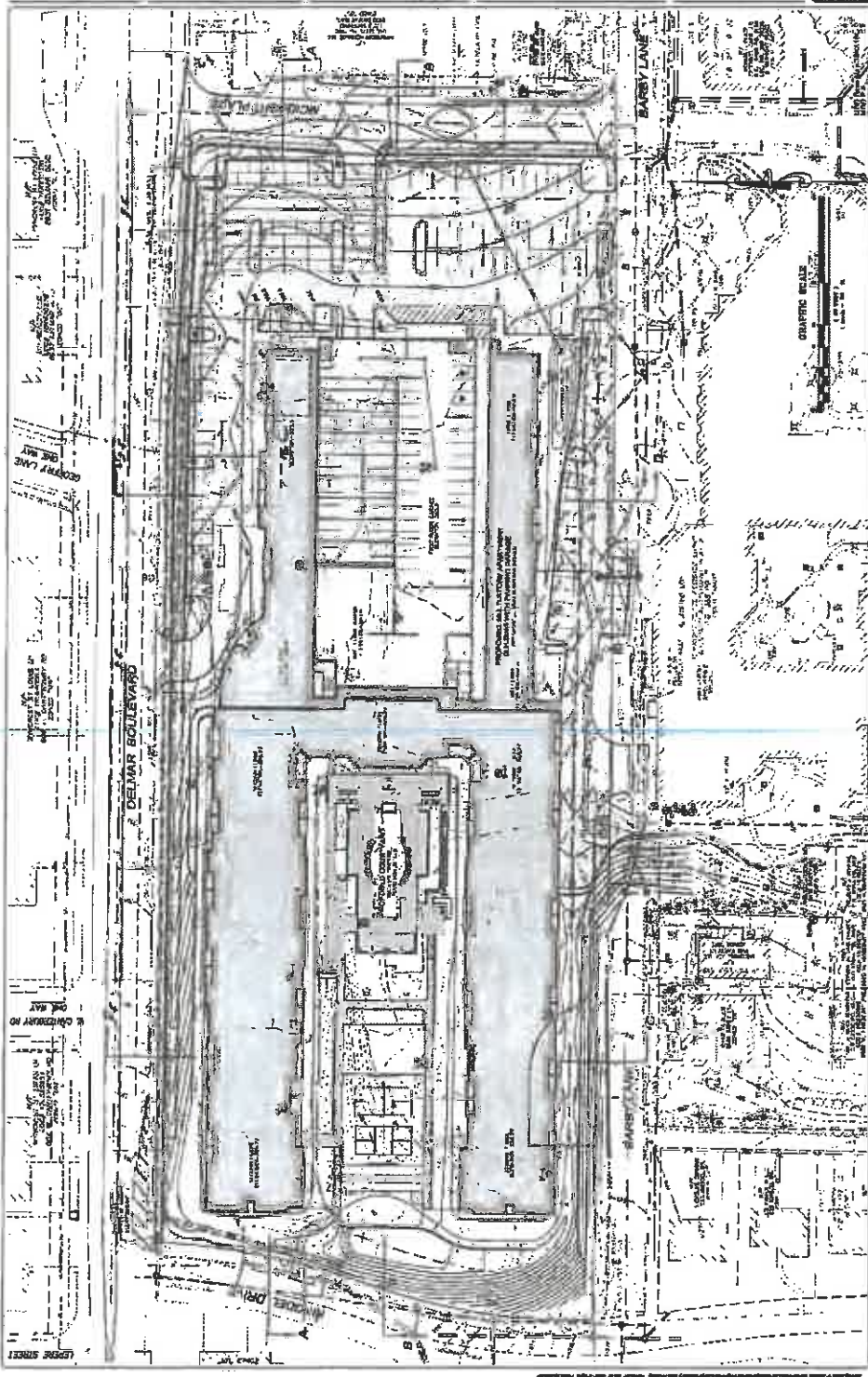


Figure 3: Preliminary Redevelopment Area Site Plan



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	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	\$ 322	\$ 2,094	\$ 2,094	\$ 2,115	\$ 2,115	\$ 2,136	\$ 10,553
County General	0.1650	\$ 1,768	\$ 11,515	\$ 11,515	\$ 11,631	\$ 11,631	\$ 11,747	\$ 58,039
County Health Fund	0.1110	\$ 1,190	\$ 7,747	\$ 7,747	\$ 7,824	\$ 7,824	\$ 7,902	\$ 39,044
County Park Maintenance	0.0400	\$ 429	\$ 2,792	\$ 2,792	\$ 2,820	\$ 2,820	\$ 2,848	\$ 14,070
County Bond Retire	0.0190	\$ 204	\$ 1,326	\$ 1,326	\$ 1,339	\$ 1,339	\$ 1,353	\$ 6,683
Roads and Bridges	0.0830	\$ 890	\$ 5,793	\$ 5,793	\$ 5,851	\$ 5,851	\$ 5,909	\$ 29,195
St. Louis Community College	0.2787	\$ 2,987	\$ 19,451	\$ 19,451	\$ 19,645	\$ 19,645	\$ 19,842	\$ 98,033
Special School District	1.0158	\$ 10,887	\$ 70,893	\$ 70,893	\$ 71,602	\$ 71,602	\$ 72,318	\$ 357,309
Metropolitan Zoo Museum District	0.2455	\$ 2,631	\$ 17,134	\$ 17,134	\$ 17,305	\$ 17,305	\$ 17,478	\$ 86,355
University City Library	0.3500	\$ 3,751	\$ 24,427	\$ 24,427	\$ 24,671	\$ 24,671	\$ 24,918	\$ 123,113
School - University City	4.3049	\$ 46,137	\$ 300,442	\$ 300,442	\$ 303,446	\$ 303,446	\$ 306,481	\$ 1,514,256
Metropolitan Sewer District	0.1041	\$ 1,116	\$ 7,265	\$ 7,265	\$ 7,338	\$ 7,338	\$ 7,411	\$ 36,617
Sewers - Deer Creek	0.0660	\$ 707	\$ 4,606	\$ 4,606	\$ 4,652	\$ 4,652	\$ 4,699	\$ 23,216
City of University City	0.5840	\$ 6,259	\$ 40,758	\$ 40,758	\$ 41,165	\$ 41,165	\$ 41,577	\$ 205,423
Dev. Disability- Productive Living Brd	0.0710	\$ 761	\$ 4,955	\$ 4,955	\$ 5,005	\$ 5,005	\$ 5,055	\$ 24,974
Totals	7.4680	\$ 80,037	\$ 521,196	\$ 521,196	\$ 526,408	\$ 526,408	\$ 531,672	\$ 2,626,882

FIGURE 4: TAX IMPACT – COMMERCIAL REAL PROPERTY NO ABATEMENT

	Tax Rate	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	\$ 136	\$ 137	\$ 800
County General	0.1860	\$ 758	\$ 833	\$ 833	\$ 842	\$ 842	\$ 850	\$ 4,958
County Health Fund	0.1250	\$ 509	\$ 560	\$ 560	\$ 566	\$ 566	\$ 571	\$ 3,332
County Park Maintenance	0.0440	\$ 179	\$ 197	\$ 197	\$ 199	\$ 199	\$ 201	\$ 1,173
County Bond Retire	0.0190	\$ 77	\$ 85	\$ 85	\$ 86	\$ 86	\$ 87	\$ 506
Roads and Bridges	0.0930	\$ 379	\$ 417	\$ 417	\$ 421	\$ 421	\$ 425	\$ 2,479
St. Louis Community College	0.2787	\$ 1,136	\$ 1,249	\$ 1,249	\$ 1,261	\$ 1,261	\$ 1,274	\$ 7,429
Special School District	1.0158	\$ 4,139	\$ 4,551	\$ 4,551	\$ 4,596	\$ 4,596	\$ 4,642	\$ 27,075
Metropolitan Zoo Museum District	0.2455	\$ 1,000	\$ 1,100	\$ 1,100	\$ 1,111	\$ 1,111	\$ 1,122	\$ 6,544
University City Library	0.3450	\$ 1,406	\$ 1,546	\$ 1,546	\$ 1,561	\$ 1,561	\$ 1,577	\$ 9,196
School - University City	4.6963	\$ 19,135	\$ 21,039	\$ 21,039	\$ 21,250	\$ 21,250	\$ 21,462	\$ 125,176
Metropolitan Sewer District	0.1041	\$ 424	\$ 466	\$ 466	\$ 471	\$ 471	\$ 476	\$ 2,775
Sewers - Deer Creek	0.0810	\$ 330	\$ 363	\$ 363	\$ 367	\$ 367	\$ 370	\$ 2,159
City of University City	0.6200	\$ 2,526	\$ 2,778	\$ 2,778	\$ 2,805	\$ 2,805	\$ 2,833	\$ 16,526
Dev. Disability- Productive Living Brd	0.0840	\$ 342	\$ 376	\$ 376	\$ 380	\$ 380	\$ 384	\$ 2,239
Commercial Surcharge	1.7000	\$ 6,927	\$ 7,616	\$ 7,616	\$ 7,692	\$ 7,692	\$ 7,769	\$ 45,312
Totals	9.6574	\$ 39,390	\$ 43,310	\$ 43,310	\$ 43,743	\$ 43,743	\$ 44,180	\$ 257,677

FIGURE 5: TAX IMPACT – REAL PROPERTY WITH ABATEMENT

Tax Abatement Amount	Residential Tax Rate		Commercial Tax Rate		Base Year		Year 1	Year 2	Year 3	Year 4	Year 5	Total
	0.0300	0.1650	0.0300	0.1860	0%	100%	100%	100%	100%	100%	100%	
State of Missouri			\$ 444	\$ 444	\$ 444	\$ 444	\$ 444	\$ 444	\$ 444	\$ 444	\$ 444	\$ 2,219
County General			2,526	2,526	2,526	2,526	2,526	2,526	2,526	2,526	2,526	12,631
County Health Fund			1,699	1,699	1,699	1,699	1,699	1,699	1,699	1,699	1,699	8,495
County Park Maintenance			608	608	608	608	608	608	608	608	608	3,040
County Bond Retire			281	281	281	281	281	281	281	281	281	1,405
Roads and Bridges			1,268	1,268	1,268	1,268	1,268	1,268	1,268	1,268	1,268	6,342
St. Louis Community College			4,122	4,122	4,122	4,122	4,122	4,122	4,122	4,122	4,122	20,612
Special School District			15,026	15,026	15,026	15,026	15,026	15,026	15,026	15,026	15,026	75,128
Metropolitan Zoo Museum District			3,631	3,631	3,631	3,631	3,631	3,631	3,631	3,631	3,631	18,157
University City Library			5,157	5,157	5,157	5,157	5,157	5,157	5,157	5,157	5,157	25,784
School - University City			65,272	65,272	65,272	65,272	65,272	65,272	65,272	65,272	65,272	326,362
Metropolitan Sewer District			1,540	1,540	1,540	1,540	1,540	1,540	1,540	1,540	1,540	7,699
Sewers - Deer Creek			1,037	1,037	1,037	1,037	1,037	1,037	1,037	1,037	1,037	5,187
City of University City			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			1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	5,516
Commercial Surcharge			6,927	6,927	6,927	6,927	6,927	6,927	6,927	6,927	6,927	34,634
Totals	7,4680		\$ 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		Term of Abatement	
Tax Impact Analysis Summary		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					Delmar Boulevard Redevelopment Area						
State of Missouri					St. Louis County General						
Tax Revenue Comparison					Tax Revenue Comparison						
Before/After Development					Before/After Development						
Base	Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)	Base	Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)	Base	Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)
Tax Year				Tax Year				Tax Year			
Year 1	2,228	444	444	Year 1	12,349	2,526	2,526	Year 1	12,349	2,526	2,526
Year 2	2,228	444	444	Year 2	12,349	2,526	2,526	Year 2	12,349	2,526	2,526
Year 3	2,250	444	444	Year 3	12,472	2,526	2,526	Year 3	12,472	2,526	2,526
Year 4	2,250	444	444	Year 4	12,472	2,526	2,526	Year 4	12,472	2,526	2,526
Year 5	2,273	444	444	Year 5	12,597	2,526	2,526	Year 5	12,597	2,526	2,526
\$	11,230	2,219	2,219	\$	62,239	12,631	12,631	\$	62,239	12,631	12,631
Delmar Boulevard Redevelopment Area					Delmar Boulevard Redevelopment Area						
County Health Fund					County Park Maintenance						
Tax Revenue Comparison					Tax Revenue Comparison						
Before/After Development					Before/After Development						
Base	Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)	Base	Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)	Base	Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)
Tax Year				Tax Year				Tax Year			
Year 1	8,307	1,699	1,699	Year 1	2,989	608	608	Year 1	2,989	608	608
Year 2	8,307	1,699	1,699	Year 2	2,989	608	608	Year 2	2,989	608	608
Year 3	8,390	1,699	1,699	Year 3	3,019	608	608	Year 3	3,019	608	608
Year 4	8,390	1,699	1,699	Year 4	3,019	608	608	Year 4	3,019	608	608
Year 5	8,474	1,699	1,699	Year 5	3,049	608	608	Year 5	3,049	608	608
\$	41,667	8,495	8,495	\$	15,064	3,040	3,040	\$	15,064	3,040	3,040
Delmar Boulevard Redevelopment Area					Delmar Boulevard Redevelopment Area						
County Bond Retirement					County Roads and Bridges						
Tax Revenue Comparison					Tax Revenue Comparison						
Before/After Development					Before/After Development						
Base	Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)	Base	Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)	Base	Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)
Tax Year				Tax Year				Tax Year			
Year 1	1,411	281	281	Year 1	6,209	1,268	1,268	Year 1	6,209	1,268	1,268
Year 2	1,411	281	281	Year 2	6,209	1,268	1,268	Year 2	6,209	1,268	1,268
Year 3	1,425	281	281	Year 3	6,271	1,268	1,268	Year 3	6,271	1,268	1,268
Year 4	1,425	281	281	Year 4	6,271	1,268	1,268	Year 4	6,271	1,268	1,268
Year 5	1,440	281	281	Year 5	6,354	1,268	1,268	Year 5	6,354	1,268	1,268
\$	7,112	1,405	1,405	\$	31,295	6,342	6,342	\$	31,295	6,342	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					
Base	Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)	Base	Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)
Tax Year	Base		Tax Year	Base		Tax Year	Payments in Lieu of Taxes (PILOT)
Year 1	Year 1	Year 1	Year 1	Year 1	Year 1	Year 1	Year 1
20,599	4,122	4,122	4,122	75,444	15,026	75,444	15,026
20,599	4,122	4,122	4,122	75,444	15,026	75,444	15,026
20,906	4,122	4,122	4,122	76,199	15,026	76,199	15,026
20,906	4,122	4,122	4,122	76,199	15,026	76,199	15,026
21,115	4,122	4,122	4,122	76,951	15,026	76,951	15,026
\$ 104,326	\$ 20,612	\$ 20,612	\$ 20,612	\$ 380,245	\$ 75,128	\$ 380,245	\$ 75,128
Delmar Boulevard Redevelopment Area University City Library Tax Revenue Comparison Before/After Development							
Base	Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)	Base	Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)
Tax Year	Base		Tax Year	Base		Tax Year	Payments in Lieu of Taxes (PILOT)
Year 1	Year 1	Year 1	Year 1	Year 1	Year 1	Year 1	Year 1
3,631	3,631	3,631	3,631	25,972	5,157	25,972	5,157
3,631	3,631	3,631	3,631	25,972	5,157	25,972	5,157
3,631	3,631	3,631	3,631	26,232	5,157	26,232	5,157
3,631	3,631	3,631	3,631	26,232	5,157	26,232	5,157
3,631	3,631	3,631	3,631	26,494	5,157	26,494	5,157
\$ 18,157	\$ 18,157	\$ 18,157	\$ 18,157	\$ 130,903	\$ 25,784	\$ 130,903	\$ 25,784
Delmar Boulevard Redevelopment Area Metropolitan Zoo/Museum District Tax Revenue Comparison Before/After Development							
Base	Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)	Base	Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)
Tax Year	Base		Tax Year	Base		Tax Year	Payments in Lieu of Taxes (PILOT)
Year 1	Year 1	Year 1	Year 1	Year 1	Year 1	Year 1	Year 1
18,233	3,631	3,631	3,631	7,732	1,540	7,732	1,540
18,233	3,631	3,631	3,631	7,732	1,540	7,732	1,540
18,416	3,631	3,631	3,631	7,809	1,540	7,809	1,540
18,416	3,631	3,631	3,631	7,809	1,540	7,809	1,540
18,600	3,631	3,631	3,631	7,887	1,540	7,887	1,540
\$ 91,098	\$ 18,157	\$ 18,157	\$ 18,157	\$ 38,968	\$ 7,699	\$ 38,968	\$ 7,699
Delmar Boulevard Redevelopment Area University City School District Tax Revenue Comparison Before/After Development							
Base	Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)	Base	Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)
Tax Year	Base		Tax Year	Base		Tax Year	Payments in Lieu of Taxes (PILOT)
Year 1	Year 1	Year 1	Year 1	Year 1	Year 1	Year 1	Year 1
321,481	65,272	65,272	65,272	7,332	1,540	7,332	1,540
321,481	65,272	65,272	65,272	7,332	1,540	7,332	1,540
324,596	65,272	65,272	65,272	7,809	1,540	7,809	1,540
324,596	65,272	65,272	65,272	7,809	1,540	7,809	1,540
327,943	65,272	65,272	65,272	7,887	1,540	7,887	1,540
\$ 1,620,297	\$ 326,362	\$ 326,362	\$ 326,362	\$ 38,968	\$ 7,699	\$ 38,968	\$ 7,699

**DELMAR BOULEVARD REDEVELOPMENT AREA
TAX IMPACT ANALYSIS**

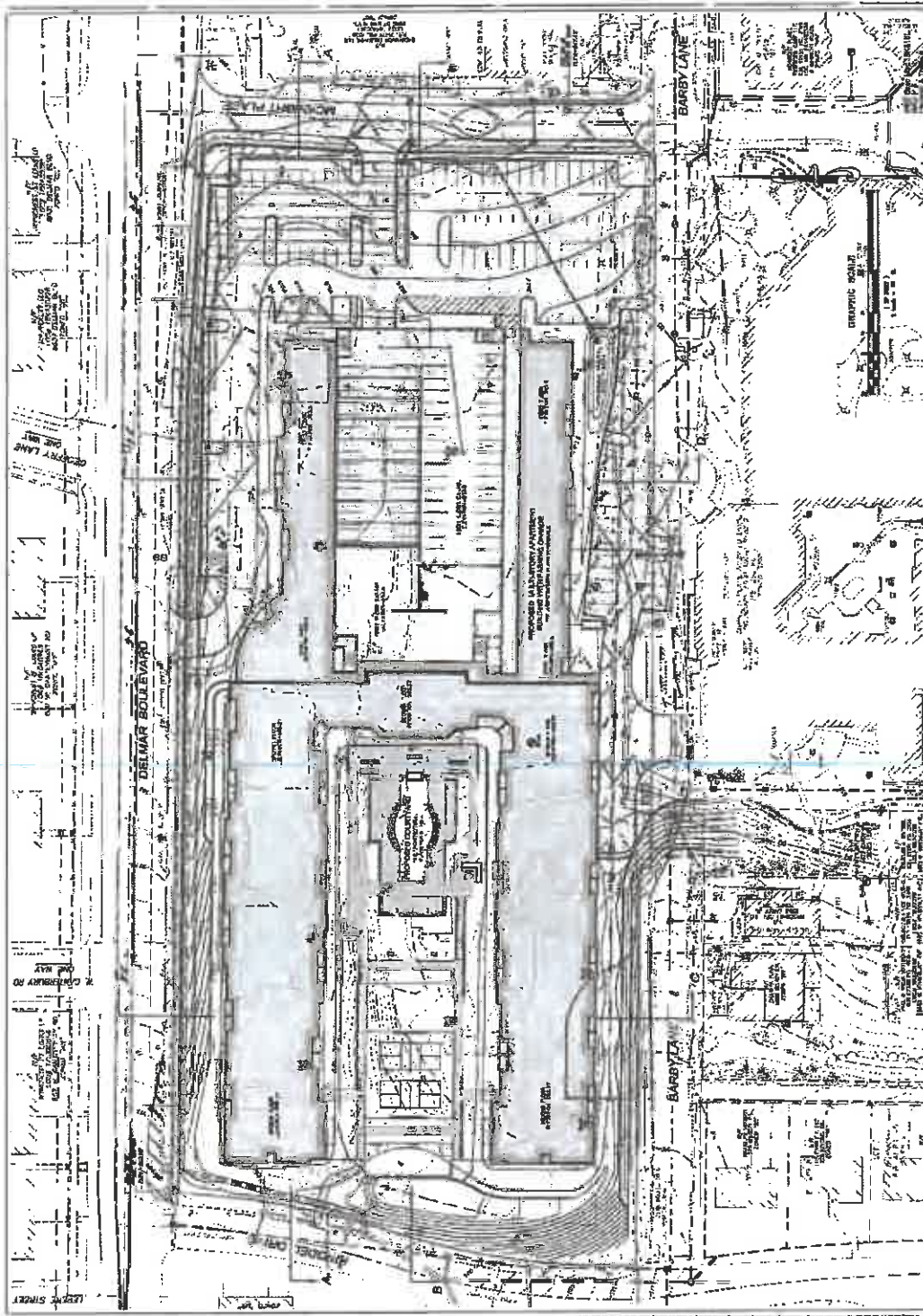
FIGURE 7: TAX IMPACT BY TAXING DISTRICT (CONTINUED)

		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				
Base 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		Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)	Base		
				Year 1	Year 2				Year 1	Year 2	Year 3
Year 1	43,535	8,785	8,785	8,785	8,785	5,331	1,103	8,785	8,785	5,331	1,103
Year 2	43,535	8,785	8,785	8,785	8,785	5,331	1,103	8,785	8,785	5,331	1,103
Year 3	43,971	8,785	8,785	8,785	8,785	5,345	1,103	8,785	8,785	5,345	1,103
Year 4	43,971	8,785	8,785	8,785	8,785	5,385	1,103	8,785	8,785	5,385	1,103
Year 5	44,410	8,785	8,785	8,785	8,785	5,439	1,103	8,785	8,785	5,439	1,103
	\$ 219,422	\$ 41,926	\$ 41,926	\$ 43,926	\$ 43,926	\$ 26,871	\$ 5,516	\$ 43,926	\$ 43,926	\$ 26,871	\$ 5,516
<p>Delmar Boulevard Redevelopment Area Commercial Surcharge Tax Revenue Comparison Before/After Development</p>											
Base 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		Est. Real Property Taxes After Development (Without Abatement)	Est. Real Property Taxes After Development (With Abatement)	Payments in Lieu of Taxes (PILOT)	Base		
				Year 1	Year 2				Year 1	Year 2	Year 3
Year 1	7,616	6,927	6,927	6,927	6,927	4,969	1,037	6,927	6,927	4,969	1,037
Year 2	7,616	6,927	6,927	6,927	6,927	4,969	1,037	6,927	6,927	4,969	1,037
Year 3	7,692	6,927	6,927	6,927	6,927	5,019	1,037	6,927	6,927	5,019	1,037
Year 4	7,692	6,927	6,927	6,927	6,927	5,069	1,037	6,927	6,927	5,069	1,037
Year 5	7,769	6,927	6,927	6,927	6,927	5,069	1,037	6,927	6,927	5,069	1,037
	\$ 45,312	\$ 34,634	\$ 34,634	\$ 34,634	\$ 34,634	\$ 25,045	\$ 5,187	\$ 34,634	\$ 34,634	\$ 25,045	\$ 5,187

APPENDIX D

PRELIMINARY SITE PLAN

[Attached]

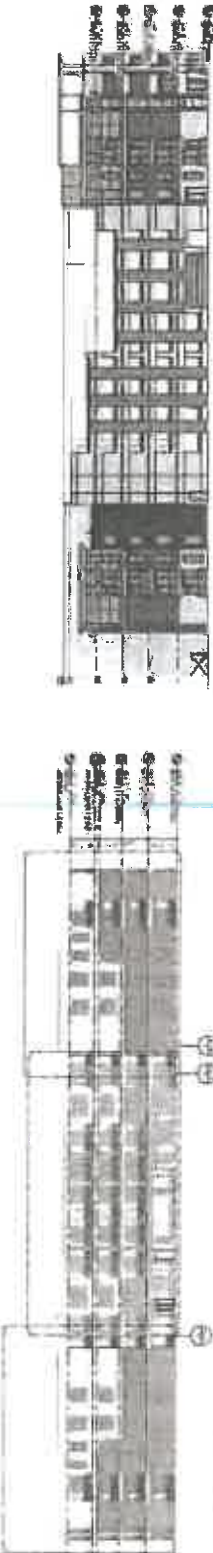
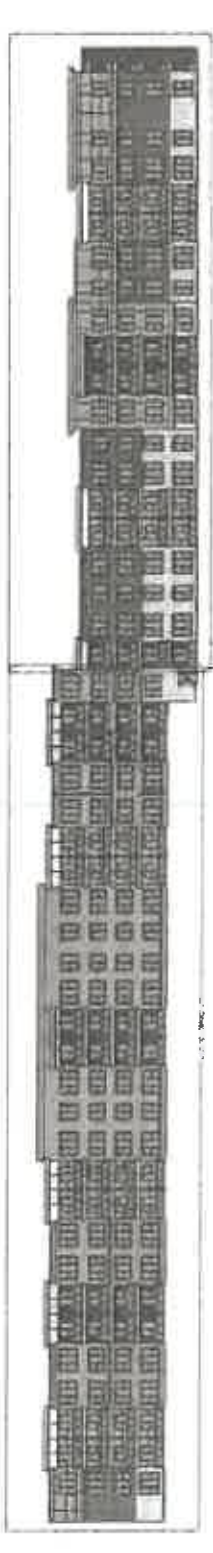
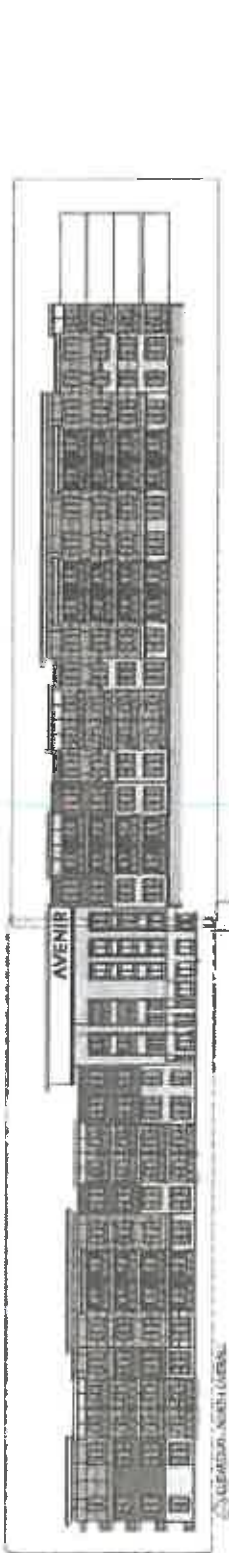


APPENDIX E

PRELIMINARY ELEVATIONS

[Attached]

AVENIR APARTMENTS
 Design Development/Design For
 Construction
 University, HO 63124



EXTERIOR FINISH SPECIFICATIONS

CONCRETEWORK	FORMWORK	EXTERIOR WALLS	ROOFING
1. ALL CONCRETE SHALL BE CAST IN PLACE AND CURED PROPERLY.	1. FORMWORK SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION TO PREVENT DEFECTS.	1. EXTERIOR WALLS SHALL BE CONSTRUCTED ACCORDING TO THE ARCHITECT'S INTENT.	1. ROOFING SHALL BE INSTALLED ACCORDING TO THE ARCHITECT'S INTENT.
2. ALL CONCRETE SHALL BE TESTED AND REPORTED TO THE ARCHITECT.	2. FORMWORK SHALL BE REMOVED AT THE PROPER TIME TO AVOID DAMAGE TO THE CONCRETE.	2. EXTERIOR WALLS SHALL BE FINISHED WITH THE SPECIFIED MATERIALS AND METHODS.	2. ROOFING SHALL BE INSTALLED OVER THE STRUCTURAL ROOFING.
3. ALL CONCRETE SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.	3. FORMWORK SHALL BE CLEANED AND MAINTAINED THROUGHOUT CONSTRUCTION.	3. EXTERIOR WALLS SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.	3. ROOFING SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.
4. ALL CONCRETE SHALL BE FINISHED WITH THE SPECIFIED FINISH.	4. FORMWORK SHALL BE REMOVED AT THE PROPER TIME TO AVOID DAMAGE TO THE CONCRETE.	4. EXTERIOR WALLS SHALL BE FINISHED WITH THE SPECIFIED MATERIALS AND METHODS.	4. ROOFING SHALL BE INSTALLED ACCORDING TO THE ARCHITECT'S INTENT.

EXTERIOR ELEVATION KEYED NOTES

1. ALL ELEVATIONS SHALL BE CONSTRUCTED ACCORDING TO THE ARCHITECT'S INTENT.
2. ALL ELEVATIONS SHALL BE FINISHED WITH THE SPECIFIED MATERIALS AND METHODS.
3. ALL ELEVATIONS SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.
4. ALL ELEVATIONS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
5. ALL ELEVATIONS SHALL BE CLEANED AND MAINTAINED THROUGHOUT CONSTRUCTION.
6. ALL ELEVATIONS SHALL BE REMOVED AT THE PROPER TIME TO AVOID DAMAGE TO THE CONCRETE.
7. ALL ELEVATIONS SHALL BE TESTED AND REPORTED TO THE ARCHITECT.
8. ALL ELEVATIONS SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.
9. ALL ELEVATIONS SHALL BE FINISHED WITH THE SPECIFIED FINISH.
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12. ALL ELEVATIONS SHALL BE REMOVED AT THE PROPER TIME TO AVOID DAMAGE TO THE CONCRETE.
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17. ALL ELEVATIONS SHALL BE CLEANED AND MAINTAINED THROUGHOUT CONSTRUCTION.
18. ALL ELEVATIONS SHALL BE REMOVED AT THE PROPER TIME TO AVOID DAMAGE TO THE CONCRETE.
19. ALL ELEVATIONS SHALL BE TESTED AND REPORTED TO THE ARCHITECT.
20. ALL ELEVATIONS SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.

EXT. ELEVATION GENERAL NOTES

1. ALL ELEVATIONS SHALL BE CONSTRUCTED ACCORDING TO THE ARCHITECT'S INTENT.
2. ALL ELEVATIONS SHALL BE FINISHED WITH THE SPECIFIED MATERIALS AND METHODS.
3. ALL ELEVATIONS SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.
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19. ALL ELEVATIONS SHALL BE TESTED AND REPORTED TO THE ARCHITECT.
20. ALL ELEVATIONS SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.



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: [Signature]
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.

[Signature: 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.


Notary Public

My Commission Expires: 3/19/22

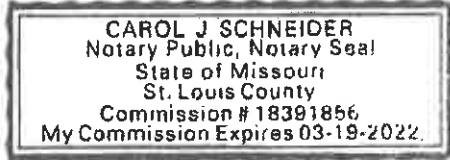


EXHIBIT B
DEVELOPMENT AND PERFORMANCE AGREEMENT

(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

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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-acre 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:

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

[TRANSFEEE]

By: _____
Name: _____
Title: _____

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



NUMBER: <i>For City Clerk Use</i>	NB20220927-01
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SUBJECT/TITLE: Approving 2022 Annual Property Tax Rates (Resolution 2022-10)			
REQUESTED BY: Keith Cole - Director of Finance		DEPARTMENT / WARD: Finance / All	
AGENDA SECTION:	New Business - Resolution 2022-10	CAN ITEM BE RESCHEDULED?	No
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval of the 2022 final tax rates as presented.			
FISCAL IMPACT: University City - General Revenue - \$3,824,727; University City - Pension - \$1,120,533 Library - \$2,854,623; University City SBD Loop - \$49,564; Parkview Gardens SBD - \$105,118			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: The city has received the final assessed valuations from St. Louis County on August 25, 2022 after the Board of Equalization completed the assessment appeal process. The rates have been calculated and reviewed by the Missouri State Auditor's Office. The finalized rates are due to St. Louis County by October 1st.			
STAFF COMMENTS AND BACKGROUND INFORMATION: Each year the city must approve property tax levies which are then submitted to St. Louis County for billing. Calendar year 2022 is NOT a re-assessment year. The city is only allowed to receive additional revenue up to the Consumer Price Index (CPI) of 5.0% and for the value of new construction which was approximately \$1.5 million for residential.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: -Property Tax Rate History -Resolution 2022-10			
LIST CITY COUNCIL GOALS (S): 			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	September 27, 2022

City of University City Property Tax Rate History

	2017	2018	2019	2020	2021	-----2022-----		
						Residential	Commercial	Personal
City - General Revenue								
Residential	0.533	0.532	0.471	0.471	0.451	0.448		
Commercial	0.508	0.520	0.487	0.487	0.487		0.487	
Personal	0.680	0.680	0.680	0.680	0.680			0.680
City - Pension (Police & Fire)								
Residential	0.157	0.157	0.139	0.139	0.133	0.133		
Commercial	0.139	0.142	0.133	0.133	0.133		0.133	
Personal	0.195	0.195	0.195	0.195	0.195			0.195
TOTAL CITY RATE	0.690	0.689	0.610	0.610	0.584	0.581	0.620	0.875
Library								
Residential	0.246	0.245	0.365	0.365	0.350	0.352		
Commercial	0.220	0.225	0.345	0.345	0.345		0.345	
Personal	0.280	0.280	0.408	0.408	0.400			0.400
Loop Special Business Dist.								
Residential	0.407	0.404	0.445	0.445	0.372	0.376		
Commercial	0.454	0.455	0.403	0.403	0.395		0.394	
Parkview Gardens Special Dist.								
Residential	0.524	0.525	0.431	0.431	0.399	0.433		
Commercial	0.850	0.850	0.850	0.850	0.850		0.774	

RESOLUTION NO. 2022 – 10

A RESOLUTION ORDERING THE LEVY AND FIXING THE RATE OF PROPERTY TAXES TO BE COLLECTED IN THE CITY OF UNIVERSITY CITY FOR THE YEAR 2022 TO PROVIDE FOR GENERAL REVENUE, POLICE AND FIREFIGHTER RETIREMENT PLAN, AND THE UNIVERSITY CITY LOOP SPECIAL BUSINESS DISTRICT AND THE PARKVIEW GARDEN SPECIAL TAXING DISTRICT

WHEREAS, RSMo. 67.110. requires political subdivisions such as the City of University City to fix its ad valorem property tax rates not later than October second for entry in the tax books; and

WHEREAS, the City of University City received the finalized assessed property valuations from St. Louis County on August 25, 2022 and subsequently calculated the proposed tax rates; and

WHEREAS, the City of University City conducted a Public Hearing on the proposed tax rates on September 27, 2022 after due and proper notification in the St. Louis Countian (Missouri Lawyers Media), a newspaper of general circulation.

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

Section 1. There is hereby levied for the year 2022 upon all real and personal property, subject to taxation, in the City of University City, Missouri, the following taxes for the following purposes, to wit:

- A. For general revenue purposes a tax of \$0.448 on residential property, a tax of \$0.487 on commercial property and a tax of \$0.680 on personal property, on each one hundred dollars (\$100.00) of assessed valuation.
- B. For Police and Firefighter Retirement purposes a tax of \$0.133 on residential property, a tax of \$0.133 on commercial property and a tax of \$0.195 on personal property, on each one hundred dollars (\$100.00) of assessed valuation.

Section 2. There is hereby levied for the year 2022 upon all real property, subject to taxation, in the University City Loop Special Business District, an additional tax of said district of \$0.376 for residential property and \$0.394 for commercial property, on each one hundred dollars (\$100.00) of assessed valuation.

Section 3. There is hereby levied for the year 2022 upon all real property, subject to taxation, in the Parkview Gardens Special Taxing District, an additional tax of \$0.433 for residential property and \$0.774 for commercial property, on each one hundred dollars (\$100.00) of assessed valuation.

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

PASSED this _____ day of September 2022.

Mayor

ATTEST:

City Clerk



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

NUMBER: <i>For City Clerk Use</i>	NB20220927-02
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SUBJECT/TITLE: A RESOLUTION DECLARING CERTAIN PROPERTY TAX REVENUES GENERATED WITHIN REDEVELOPMENT PROJECT AREAS 2 AND 3 OF THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT AREA TO BE SURPLUS FUNDS UNDER THE TIF ACT AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS			
REQUESTED BY: Keith Cole - Director of Finance		DEPARTMENT / WARD Finance / All	
AGENDA SECTION:	New Business - Resolution 2022-11	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: The City Manager recommends approval.			
FISCAL IMPACT:			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION:			
STAFF COMMENTS AND BACKGROUND INFORMATION: See attached staff report.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: - Staff Report - Resolution 2022-11			
LIST CITY COUNCIL GOALS (S):			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	September 27, 2022

AGENDA ITEM – STAFF REPORT

MEETING DATE: September 27, 2022

DEPARTMENT: City Manager's Office

AGENDA ITEM TITLE: Resolution 2022-11

A RESOLUTION DECLARING CERTAIN PROPERTY TAX REVENUES GENERATED WITHIN REDEVELOPMENT PROJECT AREAS 2 AND 3 OF THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT AREA TO BE SURPLUS FUNDS UNDER THE TIF ACT AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS.

ADDITIONAL BACKGROUND INFORMATION:

Pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the "TIF Act"), and Ordinance No. 7104 passed on June 10, 2019, the City Council approved the "Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan" (the "Redevelopment Plan"). The Redevelopment Plan has three redevelopment project areas ("RPA 1," "RPA 2" and "RPA 3," respectively).

Pursuant to Ordinance Nos. 7106 and 7107, both passed on June 10, 2019, the City Council approved the redevelopment projects for RPA 2 and RPA 3, respectively. The cost-benefit analyses for RPA 2 and RPA 3 prepared in connection with the Redevelopment Plan assumed that 100% of the incremental property taxes ("PILOTS") generated in RPA 2 and 50% of the PILOTS generated in RPA 3 would not be needed for the redevelopment projects in such RPAs and would instead be declared as surplus under the TIF Act and returned to the applicable taxing districts. Accordingly, this Resolution declares such PILOTS to be surplus funds.

RESOLUTION NO. 2022-11

A RESOLUTION DECLARING CERTAIN PROPERTY TAX REVENUES GENERATED WITHIN REDEVELOPMENT PROJECT AREAS 2 AND 3 OF THE OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT AREA TO BE SURPLUS FUNDS UNDER THE TIF ACT AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS.

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the "TIF Act"), and Ordinance No. 7104 passed on June 10, 2019, the City Council of the City of University City, Missouri (the "City") approved the "Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan" (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan has three redevelopment project areas ("RPA 1," "RPA 2" and "RPA 3," respectively); and

WHEREAS, pursuant to Ordinance Nos. 7106 and 7107, both passed on June 10, 2019, the City Council approved the redevelopment projects for RPA 2 and RPA 3, respectively; and

WHEREAS, the cost-benefit analyses for RPA 2 and RPA 3 prepared in connection with the Redevelopment Plan assumed that 100% of the incremental property taxes ("PILOTs") generated in RPA 2 and 50% of the PILOTs generated in RPA 3 would not be needed for the redevelopment projects in such RPAs and would instead be declared as surplus under the TIF Act and returned to the applicable taxing districts.

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

Section 1. 100% of the PILOTs generated within RPA 2 and 50% of the PILOTs generated within RPA 3 are hereby declared to be surplus funds under the TIF Act. The aforementioned declaration shall be effective for each year in which PILOTs are generated within RPA 2 or RPA 3, as applicable. The City's Finance Director and such other applicable officers, agents and employees of the City are hereby authorized and directed to take such further action as may be necessary and desirable to carry out and comply with the intent of this Resolution, including, without limitation, remitting surplus PILOTs to the St. Louis County Collector's for distribution to the applicable taxing districts in accordance with the TIF Act.

Section 2. This Resolution shall be in full force and effect from and after its adoption by the City Council.

PASSED and RESOLVED this ____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

