

Housing and Third Ward Revitalization Task Force 6801 Delmar Boulevard ·University City, Missouri 63130 ·314-505-8500 ·Fax: 314-862-3168

MEETING OF THE HOUSING AND THIRD WARD REVITALIZATION TASK FORCE VIA VIDEOCONFERENCE Monday, April 15, 2024 6:30 p.m.

IMPORTANT NOTICE REGARDING PUBLIC ACCESS TO THE TASK FORCE MEETING & PARTICIPATION

Housing and Third Ward Revitalization Task Force will Meet Electronically on April 15, 2024 the meeting are below):

Webinar via the link below:

https://us02web.zoom.us/j/83671284791?pwd=QjZ3S3g2VjcxZ1IWTGFNVHRMRXg3QT09

Passcode: 833017

Or One tap mobile :

+13052241968,,83671284791#,,,,*833017# US +13092053325,,83671284791#,,,,*833017# US Or Telephone: Dial(for higher quality, dial a number based on your current location):

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Webinar ID: 836 7128 4791 Passcode: 833017 International numbers available: https://us02web.zoom.us/u/kb78jCIU0Q

Citizen Participation:

Those who wish to provide a comment during the "Citizen Participation" portion as indicated on the agenda; may provide written comments to Deputy City Manager Brooke A. Smith ahead of the meeting.

ALL written comments must be received <u>no later than 12:00 p.m. the day of the meeting</u>. Comments may be sent via email to: bsmith@ucitymo.org or mailed to the City Hall – 6801 Delmar Blvd. – Attention Brooke A. Smith Such comments will be provided to Task Force Members 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 <u>name and address must be provided</u>. Please also note if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.

<u>AGENDA</u>

HOUSING AND THIRD WARD REVITALIZATION TASK FORCE

- 1. Call to Order
- 2. Roll Call
- 3. Minutes October 16, 2023
- **4.** Public Comments (Limited to 3 minutes for individual's comments, 5 minutes for representatives of groups or organizations.)

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: <u>bsmith@ucitymo.org</u> or mailed to the City Hall – 6801 Delmar Blvd. – Attention Brooke A. Smith, Deputy City Manager. Such comments will be provided to the Task Force Members 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 <u>name and address must be provided</u>. Please also note if your comment is on an agenda or non-agenda item, and a name and address are not provided, the provided comment will not be recorded in the official record.

- **5.** Discussion on Funding
- 6. Yard & Co. Update
- 7. Task Force Member Comments
- 8. Next Meeting May 20, 2024 at 6:30 p.m.
- 9. Adjourn

Housing and Third Ward Revitalization Task Force Minutes October 16, 2023 6:30 p.m.

The Housing and Third Ward Revitalization Task Force held virtually on Monday, October 16, 2023 at the Heman Park Community Center. The meeting commenced at 6:30 p.m. and adjourned at 8:57 p.m.

Voting Members Present:

Voting Members Absent: Craig Hughes

Byron Price – Chair Linda Peoples-Jones Patricia McQueen Christina Dancy Susan Murray Mayela Zambrano Christopher Flood Ariel Gardner

Staff Present:

Brooke A. Smith, Deputy City Manager/Dir. of Economic Development Dr. John Wagner, Director of Planning and Development John Mulligan, City Attorney Ed Sharrer and Kevin Wright, Yard & Company

Public Comments

Patrick Fox, 1309 Purdue

Mr. Fox said he was glad to see that attendance was growing for the task force meetings. He stated to Yard & Company that the expectations for this initiative is high and they need to perform. He said he understands it's a slow and considerate process, noting that he understands that they want to make careful and considerate decisions but that something needs to be done. He suggested starting with smaller projects once they have some data available. He said he knows they are further along in the journey but there is still a ways to come.

Chair Byron Price clarified that Yard & Company would not make a decision, noting that the Task Force will make a recommendation and the City Council will ultimately make the final decision.

Flood Information – Dr. John Wagner, Director of Planning and Development

Dr. John Wagner presented information on the July 2022 flood that was requested by the Task Force.

Dr. Wagner answered various questions from the task force members. Discussion was had on how the information was obtained, information available from SEMA and FEMA, and the actual number of people affected by the flood. Christina Dancy asked about media reports of the funding awarded to the city. John Wagner provided information to the best of his knowledge. He discussed the applications that were submitted and the projects they were submitted for. Christina asked if John is the contact for residents who are impacted and may have questions. John confirmed that he is the contact.

Chair Price asked if the buyout on Wilson was on the north side of the street. John Wagner said the homes on the east side of Wilson were bought out in 2009 and the red dots are the west side of Wilson are the ones proposed to be bought out now. Further discussion was had.

Susan Murray asked why all the houses on Wilson aren't being bought out. John Wagner said there are there are empty lots that were previously bought out and there are no houses on those lots. He said there was another property he would have liked to include and he will try to find a way to get it on the next application. Further discussion was had about properties on Birch Lane.

Patricia McQueen said she was looking at the list that was sent out and asked if it was an excel list. John said it was. She said she highlighted all the third ward properties and asked about a property in the second ward and plans for it after the buyout. She also asked if there was a plan for the third ward properties that were on the list and not part of the buyout. John said he would continue to work with those residents to find solutions. Patricia asked if the Stormwater Commission was providing advice. John said they were.

Christopher Flood asked how the city chose the applications they did. John Wagner said they worked with Public Safety, specifically the Fire Chief, to identify properties that flood on a regular basis, noting there were a lot of properties affected. Chris asked how the city process worked, asking if it was the staff that proposed the best fit (John said yes) and if there were criteria that are within the FEMA grant process that favored one type of property over another (John said not that he was aware of). Further discussion was had on this.

Chair Price allowed questions from the audience at this time. John Wagner answered those questions.

Eminent Domain for Single Family Homes – John Mulligan, City Attorney

John Mulligan provided background information on this agenda item. He explained how acquiring dilapidated structures in need of renovation of demolition or clearance is a public purpose and that allows the city to acquire a property by eminent domain. He explained the eminent domain process according to state statute. John Mulligan explained that the city intends to identify properties that are appropriate to initiate this process to acquire. He said the hope was that if the letter is provided to the owner that the city intends to take the property by eminent domain, the owner will either bring the property into compliance or the city will move forward with the eminent domain process. He said the TIF funds would be used to acquire the property and the property, once acquired, can be sold to a development to bring into compliance.

Councilmember Stacy Clay who was in the audience, provided additional information on this initiative and the thinking behind it.

Linda Peoples-Jones asked how this would apply to seniors on fixed incomes that have a hard time maintaining their properties. Councilmember Clay answered that the focus is on vacant properties.

Members from the audience were allowed to speak on this topic.

Christina Dancy asked how the city can be sure they aren't working with developers that will turn around and sell the house for an excessive amount that current residents of the third ward cannot afford. Further discussion was had on this topic.

Additional discussion was had with the members of the audience on the eminent domain process and how it would work, if approved.

Discussion was had on the importance of community engagement and hearing from the residents is important in order to advocate for the community and make the appropriate recommendations to the Council. Audience members were encouraged to continuing attending the meetings and providing their input.

Chris Flood said he was not sure of the purpose of this, asking if it was an informational item or if something is being asked of the task force tonight. Deputy City Manager Brooke Smith said it was information and for input as the City Manager does intend to present this item at the next City Council meeting. Smith said the City Manager would like to hear the task force's thoughts on this matter. Chris said he is extremely uncomfortable with the proposal, noting that the city has so far been unwilling to spend the TIF money until a plan is in place and currently there is no plan. He said eminent domain is controversial and that he does not think something so controversial should be used first and prior to a plan being in place and not in advance of other tools that can be implemented.

Mayela Zambrano asked if there was an estimate or budget for this initiative. John Mulligan said no budget has been set and it would be up to the City Council, noting that the value of the properties would have to be determined first. He explained why. Mayela said if she understood correctly, the city does not have the funds to move forward unless they allocate some TIF money. John Mulligan said that it would be up to the City Council to allocate the funds, noting that \$3 million is available from the TIF and other sources may be available as well. Councilmember Clay provided additional input.

Christina Dancy asked how many properties are they talking about. Councilmember Clay said there were two that had been identified. Councilmember Smotherson, who was also in the audience, added that the task force has to understand that before the task force was formed, this was one of the tools that was intended to be used for vacant properties. He provided additional information on this matter. Discussion was had.

Susan Murray said she had a number of a questions. She said the task force has been meeting for a year and a half and this is the first they are hearing of this being part of the plan. She said it sounds like a pretty flushed out plan that is ready to go to Council and she finds that disturbing as she does not want to feel like she has been wasting her evenings once a month for a year and a half. Susan also said that she agrees that eminent domain is a useful tool and sometimes the best tool, but this feels like the cart before the horse because currently there is no plan, priorities have not been identified, and the task force has not identified the areas that can benefit the most from intervention. She said she would

hate to see the money scattered around. Susan also voiced her concerns about spending the money, underlying policies and support systems, with her focusing on the policies for using eminent domain. Susan said everyone wants to improve the quality of life for the homeowners, but stated that she would much prefer to use the funds to assist those that were affected by the flood or seniors that are unable to repair their homes. Susan further discussed why having policies in place is important, stating that she does not think it is time to make decisions yet.

Chair Price clarified that the task force does not make policy, noting that it does not have the legal authority to do so. He stated that the city can move forward regardless. Discussion was had on this.

Patricia McQueen said that she has been very concerned about vacant buildings. She referenced two vacant properties near her own resident and the code violations on those properties. She said there used to be a list of vacant properties kept by the city. She said this might be a good recommendation to make, reinstating the list of vacant properties. She said the timing of the eminent domain request is concerning for a variety of reasons. Patricia said there is a lot to consider but something does need to be done about vacant housing. She stated that vacant houses are ripe for crime and provided examples. Patricia said she is glad to hear the administration and City Council are concerned and noted that they will probably move forward regardless of how the task force feels.

Councilmember Clay stated that the Council wanted the task force's input and they will consider it along with the input of the residents that have been dealing with the derelict properties for years without relief.

Susan Murray said she does not disagree; she just has concerns.

Christina Dancy asked if this was going to Council soon. Deputy City Manager Brooke Smith stated that it would be going to Council at the next meeting on October 23rd.

Susan Murray asked if at that meeting will it be recommended to spend the TIF money on this. Smith answered yes. Susan asked how much, Smith said she did not know the number and Councilmember Clay said they will take into consideration.

Chair Price said both Council members that were present have heard the input. He said he does agree with Susan Murray that this may be premature for the Task Force to consider.

Patricia McQueen stated that they are dealing with this is St. Louis City and she referenced their program.

A member of the audience asked a question and task force members responded.

Chris Flood said for the sake of clarity, he thinks a recommendation should be provided to the Council.

Motioned by Chris Flood, seconded by Ariel Gardner to recommend to the Council that they not use TIF funds for eminent domain to acquire vacant properties.

Chris noted that the task force is not necessarily against it, but that it is premature.

Chair Price called for a roll call vote.

Christopher Flood	Aye
Susan Murray	Aye
Ariel Gardner	Aye
Craig Hughes	Absent
Christina Dancy	Aye
Patricia McQueen	Nay
Mayela Zambrano	Aye
Linda Peoples-Jones	Aye
Chair Byron Price	Aye

Motion carried.

Yard & Co. Update

Ed Sharrer of Yard & Company briefly introduce himself and gave background on Yard & Co. to those present. Kevin Wright introduced himself to those present as well. Ed then presented the DRAFT Summary of Understanding which he said encapsulates everything learned during Phase I. He said this document is intended to present what the consultants think they heard and get feedback from the task force. He said they would also discuss emerging themes and ask the task force to let them know if they are on the right path.

Ed and Kevin went through the presentation and answered questions on the contents with the task force members and those in the audience.

Task Force members were told to submit additional comments on the document to Deputy City Manager Brooke Smith.

Discussion was had on moving forward with this initiative and ensuring that the word gets out about the planning process.

Task Force Member Comments

Christina Dancy thanked those in the audience for coming to the meeting and asked about how the meetings will evolve to have dialogue with those in the public. She asked if there should be separate conversations that allows for the audience to engage with the task force. Deputy City Manager Smith said that should be a separate meeting and not the regular meetings where business is handled. Further discussion was had on this topic and the logistics holding regular meetings versus listening sessions versus regular meetings.

Next Meeting – November 13, 2023 at 6:30 p.m.

Adjourn

Motioned by Linda Peoples-Jones, seconded by Susan Murray and carried by voice vote to adjourn the meeting.

Meeting adjourned at 8:57 p.m.



OFFICE OF THE CITY MANAGER 6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8531

MEMORANDUM

TO: Members of the Housing and Third Ward Revitalization Task Force

FROM: Brooke A. Smith, Deputy City Manager/Dir. of Economic Development

DATE: April 12, 2024

SUBJECT: Agenda Item 5 – Discussion on Funding

This agenda item is intended to discuss the breakdown of Third Ward Revitalization Funds.

Because there continues to be misinformation about the funding intended for the third ward, the funding breakdown is being included on this agenda for the discussion.

As a result of the Market at Olive project, the city will receive \$10 million. The City Council agreed to reinvest those funds in the third ward which has traditionally suffered from disinvestment. These funds are allocated as follows:

- \$3 million upon the sale of the land to Costco
- \$92,000 annually for 23 years from the CID
- \$108,000 annually for 23 years from the Pool Tax
- \$104,300 annually for 23 years from Park and Stormwater

To date, there has been no recorded vote of the City Council agreeing to dedicated \$10 million to housing in the third ward. The Council voted to allocate "at least \$10,000,000 to Redevelopment Project Costs for RPA 2 and \$5,000,000 of Redevelopment Project Costs for RPA 3." (see attached Amended Redevelopment Agreement, page 6). The agreement goes on to identify the funding sources, noting that a portion of the funds will come from the city's park and stormwater tax is a restricted fund and can only be used for certain expenses. Housing is not one. For this reason, the Revitalization Plan that this Task Force will ultimately recommend should not focus solely on housing.

Attached is a financial report that shows the balance of the Third Ward Revitalization Fund. The total of this fund is \$3,441,008. The fund is broken down into cash on hand (\$886,990) and investment securities (\$2,554,018). \$14,100.50 is set to be returned to St. Louis County as it was distributed to the city in error. That will bring the cash balance to \$872,889.60.

Please do not hesitate to contact me with any questions.

Recommendation: NO VOTE REQUIRED

Attachments: Amended Redevelopment Agreement Balance Sheet as of 4/10/2024 INTRODUCED BY: Councilmember Bwayne Smotherson

DATE: February 13, 2023

BILL NO. 9504

ORDINANCE NO. 7224

AMENDED

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

WHEREAS, the City and U. City, L.L.C. and U. City TIF Corporation (collectively, the "Developer") entered into a Redevelopment Agreement dated June 13, 2019 and a First Amendment to Redevelopment dated June 29, 2020 (collectively, the "Redevelopment Agreement") relating to the redevelopment of Redevelopment Project Area 1 as described in the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan; and

WHEREAS, the City, the Developer and The Markets at Olive Community Improvement District (the "District") entered into a District Project Agreement dated as of August 21, 2020 (the "District Agreement"), setting forth their rights and responsibilities regarding the construction and financing of certain portions of the redevelopment project as described in the Redevelopment Agreement; and

WHEREAS, the City Council finds and determines that it is in the best interests of the City to amend the Redevelopment Agreement and the District Agreement;

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

Section 1. The City Council hereby approves the Second Amendment to Redevelopment Agreement between the City and the Developer in substantially the form of Exhibit A attached hereto and the Amended and Restated District Project Agreement in substantially the form of Exhibit B attached hereto. The City Manager is hereby authorized and directed to execute such documents on behalf of the City in substantially the form attached with such changes therein as shall be approved by the City Manager. The City Clerk is hereby authorized and directed to attest to such documents and to affix the seal of the City thereto.

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

Section 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED and ADOPTED THIS 13th DAY OF March, 2023.

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MAYOR

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(Seal)

ATTEST:

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CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATORNEY

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EXHIBIT A

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SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

[On file in the City Clerk's Office]

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SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

This Second Amendment to Redevelopment Agreement (this "Second Amendment") is made as of March 15, 2023 (the "Effective Date"), by and among the CITY OF UNIVERSITY CITY, MISSOURI (the "City"), an incorporated political subdivision of the State of Missouri, and U. CITY, L.L.C., a Missouri limited liability company, and U. CITY TIF CORPORATION, a Missouri corporation (collectively, the "Developer"). All capitalized terms not otherwise defined herein shall have meanings ascribed to such terms in the below-defined Agreement.

RECITALS:

A. The City and the Developer are parties to that certain Redevelopment Agreement dated as of June 13, 2019, as amended by the First Amendment to Redevelopment Agreement dated June 29, 2020 (the "Original Redevelopment Agreement" and as further amended by this Second Amendment, the "Agreement") relating to the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan and the "RPA 1 Redevelopment Project" described therein.

B. The City and the Developer desire to amend certain provisions of the Original Redevelopment Agreement, as provided herein, which amendments are necessary or desirable to facilitate further implementation of the RPA 1 Redevelopment Project.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants set forth herein, the City and the Developer hereby agree as follows:

1. <u>Acknowledgement of Completion of North Phase</u>. The City and the Developer acknowledge that the North Phase has been substantially completed, as evidenced by the acceptance by the City of the Certificate of Substantial Completion relating to the North Phase, which Certificate was recorded with the St. Louis County Recorder of Deeds as Document Number 2022070700339 on July 7, 2022.

2. <u>Amendments to Exhibits.</u> Concept Site Plan. Exhibit B (Concept Site Plan) to the Original Redevelopment Agreement is hereby deleted in its entirety and replaced with Exhibit B attached to this Second Amendment.

3. Amendments to Definitions.

A. Section 1.1 of the Original Redevelopment Agreement is hereby amended by adding the following definitions:

"North Phase Anchor Site" means the area labeled as North Phase Anchor Site on the Concept Site Plan and including Lot 1 of Market at Olive, a subdivision plat, according to the Plat thereof recorded at Book 369 Page 124 of the St. Louis County Recorder of Deeds. The North Phase Anchor Site is owned in fee by Costco Wholesale Corporation. 2

"Parcel Development Agreement" means a parcel development among the City, the Developer, the Sub-Developer and, if applicable, the District, pursuant to which the Sub-Developer will agree to undertake a portion of the RPA 1 Redevelopment Project and, if applicable, the District Project. "RPA 2/3 Annual Retainage Amount" means: (1) the amount of \$92,000 per calendar year, beginning with calendar year 2023, of TIF Revenues generated within RPA 1 or (2) the amount of \$200,000 per calendar year, beginning with the calendar year in which the South Phase Anchor opens for business, and ending June 9, 2042. The RPA 2/3 Annual Retainage Amount per (1) shall be prorated (on a daily basis using 365 days) for 2023 from and after the Effective Date, and the increased RPA 2/3 Annual Retainage Amount per (2) shall be prorated (on a daily basis using 365 days) in the initial year based on the number of days that the South Phase Anchor is open for business. The RPA 2/3 Annual Retainage Amount will be paid from TIF Revenues on deposit in the Special Allocation Fund and not funded from any District Revenues.

"Second Amendment" means this Second Amendment to Redevelopment Agreement dated as of the Effective Date by and between the City and the Developer.

"South Phase Anchor" means a grocery operator occupying at least 65,000 square feet in the South Phase.

"South Phase Remaining Properties" means, collectively, the following properties: 8608 Mayflower Court; 8609 Mayflower Court; 8612 Mayflower Court; 8615 Mayflower Court; 8618 Mayflower Court; 8619 Mayflower Court; 8625 Mayflower Court; 8628 Mayflower Court; 8633 Mayflower Court; 8637 Mayflower Court; 8638 Mayflower Court; 1157 N. McKnight Road; and 1151 N. McKnight Road.

"Sub-Developer" means an entity designated as "Sub-Developer" in a Parcel Development Agreement for a portion of the RPA 1 Redevelopment Project.

B. Section 1.1 of the Original Redevelopment Agreement is hereby amended by deleting the definitions of City Revenues and City Revenues Account. All references to those terms in the Redevelopment Agreement, including but not limited to the definitions, Section 5.3(b), Section 6.1, Section 6.1(c), Section 6.3(a), Section 6.3(d), Section 6.4(a)(2), and Exhibit E, are hereby stricken.

C. Section 1.1 of the Original Redevelopment Agreement is hereby amended by deleting the definitions of Available Revenues, District, District Project Agreement and Initial Work, and inserting the following definitions in lieu thereof:

"Available Revenues" means (a) all money on deposit from time to time (including investment earnings thereon, but not including any moneys needed to fund the RPA 2/3 Annual Retainage Amount), in (1) the PILOTS Account and (2) subject to annual appropriation, the EATS Account and the District Revenues Account, and (b) any money in any other account of the Special Allocation Fund that has been appropriated to the repayment of the TIF Obligations, excluding in each case (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, or (ii) any sum received by the City or the District that is the subject of a suit or other claim communicated to the City or the District which suit or claim challenges the collection of such sum.

"District" means the Markets at Olive Community Improvement District formed in connection with the RPA 1 Redevelopment Project pursuant to the CID Act and Section 3.12.

"District Project Agreement" means the Amended and Restated District Project Agreement dated as of March 15, 2023, by and among the City, the Developer and the District, as may be amended from time to time. "Initial Work" means:

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(a) with respect to the North Phase:

 acquiring approximately 16 acres of Property for the North Phase Anchor Site, and

(2) the Developer's sale or lease to an end-user or tenant of the North Phase Anchor Site, as shown on the Concept Site Plan (i.e., an end-user or tenant that will occupy at least 140,000 square feet), and

(b) with respect to the South Phase:

(1) acquisition by the Developer or a Sub-Developer of all Property necessary. for the South Phase (which need not include the South Phase Remaining Properties), and

(2) the Developer or a Sub-Developer undertaking all Work required to commence the construction of at least 25,000 square feet of commercial space in the South Phase (which may include space to be constructed by or on behalf of third party end users pursuant to an executed sale contract or lease), and <u>either</u>.

(A) the Developer has entered into a purchase and sale agreement to sell at least seven acres of property in the South Phase to a Sub-Developer to construct facilities for the South Anchor Tenant, or

(B) the Developer or a Sub-Developer undertakes all Work required to commence the construction of at least an additional 55,000 square feet of commercial space within RPA 1 (which may include space to be constructed by or on behalf of third-party end users pursuant to an executed sale contract or lease).

4. Funding of RPA 2 and RPA 3 Costs. Section 2.3 of the Original Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

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

(a) The City acknowledges prior receipt of the RPA 2/3 Advance Amount (\$3,000,000) to be used to fund Redevelopment Project Costs associated with RPA 2, as described in the Redevelopment Plan.

(b) The City expects to receive and make available for payment of Redevelopment Project Costs for RPA 2 the sum of \$368,000 from the proceeds of the TIF Bonds referenced in Section 9 hereof, which represents \$92,000 per fiscal year from the date of this Agreement through June 30, 2023.

(c) The City expects to receive and make available for payment of Redevelopment Project Costs for RPA 2 at least \$6,632,000 between July 1, 2023 and June 9, 2042, through a combination of (i) the total RPA 2/3 Annual Retainage Amounts

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and (ii) funds from the City's parks and stormwater sales tax (which do not constitute TIF Revenues).

(d) RPA 3, net of a 50% PILOTS surplus declaration, is expected to generate in excess of \$5,000,000 of TIF Revenues that will be available for payment of Redevelopment Project Costs for RPA 3.

5. Ownership and Acquisition of Property. Sections 3.1(a), (b), (d), (e)(1), (f) and (g) of the Original Redevelopment Agreement are hereby deleted and replaced with the following:

3.1. Ownership and Acquisition of Property.

(a) Control of Property. As of the date of this Second Amendment, the Developer represents that it, a Related Entity, or with respect to the North Phase Anchor Site, the end-user of such property, has acquired all parcels within RPA 1 except for the South Phase Remaining Properties.

(b) Acquisition of South Phase Remaining Properties.

(1) - The Developer will continue its efforts to acquire the South Phase Remaining Properties by negotiation. If the Developer is unable to acquire the South Phase Remaining Properties or any portion thereof by negotiation, it may request in writing that the City initiate condemnation proceedings for the acquisition of one or more of those parcels; provided, however, that the City may, in its sole discretion, refuse to initiate condemnation proceedings if the request to initiate condemnation proceedings is received after December 31, 2023.

(2) Notwithstanding the time limit set forth in (1) above, the parties acknowledge and agree that condemnation may be required to clear title on certain parcels or condemn easements and that the Developer may request that the City initiate condemnation proceedings pursuant to subsection (c) below for the purpose of clearing title or condemning easements at any time (subject to the limitations set forth in Section 99.810.1(3) of the TIF Act).

(3) Notwithstanding any provision of this Agreement to the contrary, no eminent domain of owner-occupied single-family residential structures will be permitted, except for the purposes of clearing title or condemning easements unless otherwise consented to by the City Council in its sole and absolute discretion.

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

(d) Actions to Clear Title, Condemn Easements, etc. Upon written request from the Developer and subject to the limitations set forth in Section 99.810.1(3) of the TIF Act, the City will cooperate in and participate in any actions necessary to clear title, condemn an easement, vacate right-of-way or similar activity or encumbrance, as may be necessary for the orderly acquisition and redevelopment of the property necessary for the RPA 1 Redevelopment Project. However, notwithstanding anything to the contrary contained herein, the City will not initiate condemnation proceedings until the Developer complies with subsection (c) to the extent possible with respect to the property interest sought to be condemned.

(e) Security for Developer's Condemnation Obligations.

(1) The City acknowledges that the Developer has posted an irrevocable letter of credit, naming the City as beneficiary, in an amount equal to \$1,000,000, as security for its obligations under this Agreement. The previously provided irrevocable letter of credit shall be released and returned to Developer on the Effective Date. Notwithstanding any provision of the Agreement to the contrary, after the letter of credit is released, the City will not initiate any new condemnation actions unless and until the City and the Developer enter into an agreement regarding security for the Developer's obligations under the Agreement.

 Construction Schedule. Section 3.3(a) of the Original Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

(a) The City acknowledges that a Certificate of Substantial Completion has been approved for the North Phase. The Developer shall complete the Initial Work (as evidenced by the City's acceptance or deemed acceptance of a Certificate of Substantial Completion for the Initial Work) for the South Phase no later than December 31, 2024.

7. Special Development Conditions. Section 3.9 of the Original Redevelopment Agreement is hereby amended by adding the following as Section 3.9(a)(5):

(5) Any ordinance passed after June 10, 2019 that is in conflict with any of the foregoing special development conditions shall supersede to the extent thereof.

8. Community Improvement District. Section 3.12 of the Original Redevelopment Agreement is hereby amended by adding a new subsection (g) as follows:

(g) The City and the Developer may enter into one or more Parcel Development Agreements with Sub-Developers and the District to complete portions of the RPA 1 Redevelopment Project. Notwithstanding anything to the contrary in this Agreement, the Parcel Development Agreements may provide for the use of District Revenues generated from a portion of RPA 1 described in the applicable Parcel Development Agreement, to the extent those District Revenues are not captured by tax increment financing by operation of the TIF Act and are not otherwise pledged to the payment of bonds or other obligations, to be used to reimburse the Sub-Developer for eligible costs of the District Project. The terms of any such reimbursement will be described in the applicable Parcel Development Agreement.

1.1

9. Amended Certificates of Reimbursable Redevelopment Project Costs. Section 4.2 of the Original Redevelopment Agreement is hereby amended by adding a new subsection (d) as follows:

(d) Notwithstanding the foregoing, the Developer may, from time to time, amend previously approved Certificates of Reimbursable Redevelopment Project Costs for the purpose of increasing the amount of Reimbursable Redevelopment Project Costs associated with the District Project so long as the total amount of Reimbursable Redevelopment Project Costs represented by approved Certificates of Reimbursable Project Costs, as may be amended pursuant to this subsection, does not exceed sum of the Maximum Reimbursement Amount and the RPA 2/3 Advance Amount. An amended Certificate of Reimbursable Redevelopment Project Costs (1) shall be subject to the procedures described in subsection (b) above with respect to submittal and approval and (2) shall clearly identify (i) which Reimbursable Redevelopment Project Costs on the previously approved Certificate of Reimbursable Redevelopment Project Costs are being deleted or revised, (ii) which Reimbursable Redevelopment Project Costs are being substituted in lieu of the deleted or revised Reimbursable Redevelopment Project Costs, and (iii) the amount of substituted Reimbursable Redevelopment Project Costs that were incurred in connection with the District Project.

10. TIF Notes Holdback. Section 5.1(d) of the Original Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

(d) Holdback. Except as otherwise set forth below, the principal amount of the TIF Notes shall not be endorsed above \$58,500,000 plus Issuance Costs until:

(1) the Developer has closed or, simultaneously with the endorsement of the TIF Notes, will close, on the private financing for the construction of at least 25,000 square feet of commercial space in the South Phase (which may include space to be constructed by or on behalf of third-party end users pursuant to an executed sale contract or lease); and

(2) the Developer has completed the Initial Work (as evidenced by the City's acceptance or deemed acceptance of a Certificate of Substantial Completion).

11. TIF Bonds. Section 5.2 of the Original Redevelopment Agreement is hereby amended by inserting the following:

(c) Refinding of TIF Notes with TIF Bonds. The parties intend to cause the issuance of TIF Bonds by The Industrial Development Authority of University City, Missouri (the "IDA"). The parties expect the TIF Bonds to be issued in two series: a series of senior TIF Bonds that are publicly offered and a series of subordinate TIF Bonds that will be owned by or at the direction of the Developer. The TIF Bonds collectively will refund all of the TIF Notes. If the TIF Bonds are issued as contemplated by this paragraph, the following provisions shall apply:

 the TIF Bonds may have a final maturity of not later than June 15, 2053;

(2) the Developer will allow the TIF Notes to be refunded simultaneous with the issuance of the TIF Bonds at par, without premium;

(3) the TIF Bonds held by or at the direction of the Developer will be fully subordinate to the publicly-offered TIF Bonds, but otherwise will have the same terms as the TIF Notes that are being refinded, except the maturity date will match the publicly-offered TIF Bonds as set out above;

(4) the provisions of the Redevelopment Agreement applicable to the TIF Notes (including but not limited to Sections 5.1(d) and 7.2) will apply to the subordinate TIF Bonds; (5) proceeds of the TIF Bonds in the amount of \$368,000 shall be paid to the City and used for payment of Redevelopment Project Costs for RPA 2; and

(6) any portion of the subordinate TIF Bonds that are initially issued with a final maturity of earlier than June 15, 2053, may, upon request of the Developer, be amended or reissued to extend the maturity date to not later than June 15, 2053, without further action by the City.

12. Termination of South Phase. Section 7.2(c)(v) of the Original Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

> (v) the City may terminate this Agreement with respect to the South Phase if the Developer (and/or a Sub-Developer operating pursuant to a Parcel Development Agreement) does not complete the Initial Work (as evidenced by the City's acceptance or deemed acceptance of a Certificate of Substantial Completion for the Initial Work) for the South Phase by December 31, 2024.

13. Notice to Developer. Section 7.8(b) of the Original Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

(b) If to the Developer:

U. City, L.L.C. and U. City TIF Corporation c/o Seneca Commercial Real Estate 1401 S. Brentwood Boulevard, Suite 625 St. Louis, Missouri 63144 Attn: Larry Chapman Ichapman d seneca-cre.com

With a copy to:

Schott Hamilton 1610 Des Peres Road, Suite 385 St. Louis, Missouri 63131 Attn: Caroline Saunders caroline a schotthamilton.com

14. Reimbursement to City. Simultaneous with the execution of this Second Amendment, the Developer will pay \$20,000 to or at the direction of the City to pay or reimburse the City for costs associated with the negotiation and execution of this Agreement and associated activities, including, without limitation, the expansion of the District and the negotiation and execution of this Second Amendment.

15. Effect of Amendment. Except as expressly modified hereby, the provisions of the Original Redevelopment Agreement shall remain unaltered and in full force and effect.

16. Counterparts. This Second Amendment may be executed simultaneously 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.

[Remainder of Page Intentionally Left Blank]

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

CITY OF UNIVERSITY CITY, MISSOURI

By: Gregory E. Rose ity Manager

Attest:

LaRette Reese, City Clerk

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

1.2

On this 3 day of Apr , 2023, before me appeared GREGORY E. ROSE, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the CITY OF UNIVERSITY CITY, MISSOURI, an incorporated political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said GREGORY E. ROSE acknowledged said instrument to be the free act and deed of said City.

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

Lindo Name: D Notary Public - State of Missouri Commissioned in St. Louis County



LINDA R. SCHAEFFER Notary Public, Notary Seal State of Missouri St. Louis County Commission # 14516814 My Commission Expires 12-02 2026

8

U. CITY, L.L.C. By: CRG Services Management, LLC, its Manager

By Name: Lawrence R. Chapman, Jr.

Title: Vice-President

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

- .

On this 15th day of March, 2023, before me appeared Lawrence R. Chapman, Jr., to me personally known, who, being by me duly sworn, did say that he is the Vice-President of CRG Services Management, the Manager of U. CITY, L.L.C., a Missouri limited liability company, and that he is authorized to sign the foregoing instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument as said limited liability company's free act and deed.

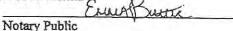
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)

My Commission Expires:

01-02-2027

1



EMMA BUTLER Notary Public, Notary Seal State of Missouri St. Louis City Commission # 23126131 Commission Expires 01-02-2027

U. CITY TIF CORPORATION

awrence R. Chapman, Jr. Name

Litle: President

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

. . .

On this 15th day of March, 2023, before me appeared Lawrence R. Chapman, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of U. CITY TIF CORPORATION. a Missouri corporation, and that he is authorized to sign the foregoing instrument on behalf of said corporation, and acknowledged to me that he executed the within instrument as said corporation's free act and deed.

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

Notary Public

(SEAL)

My Commission Expires:

01-02-2027

EMMA BUTLER Notary Public, Notary Seal State of Missouri St. Louis City Commission # 23126131 My Commission Expires 01-02-2027

1.4

[Second Amendment to Redevelopment Agreement]

Third Ward Revitalization Balance Sheet as of 04/10/24 FY2024

		Current YTD	Prior Year	
Account	Account Description	Balance	YTD Total	Net Change
	31 - Third Ward Revitalization RPA2T3			
	SETS			
	and Equivalents			
1001	Cash on Deposit	\$ 886,990	\$ 3,047,094	\$ (2,160,103)
	Cash and Equivalents Totals	886,990	3,047,094	(2,160,103)
	stments			
1050	Investment Securities	2,554,018	-	2,554,018
	Investments Totals	2,554,018	-	2,554,018
	From Other Funds			
1300.01	Due from General Fund	-	368,110	(368,110)
1300.11	Due from Econ Dev Sales Tax Fund	-	389	(389)
1300.14	Due From Park and Storm Water	-	997	(997)
	Due From Other Funds Totals	-	369,496	(369,496)
	ASSETS TOTALS	\$ 3,441,008	\$ 3,416,589	\$ 24,419
	ABILITIES AND FUND EQUITY			
L	LIABILITIES			
Due	to Other Funds			
2200.11	Due to Economic Devel Sales Tax	-	499	(499)
2200.30	Due To Olive I-170 TIF Fund (T2) RPA-1	-	93,490	(93,490)
	Due to Other Funds Totals	-	93,989	(93,989)
	LIABILITIES TOTALS	-	93,989	(93,989)
	FUND EQUITY			
Fund	l Balance			
3380	Fund Balance Undesignated	3,696,928	3,696,928	
	Fund Balance Totals	3,696,928	3,696,928	
	FUND EQUITY TOTALS Prior to Current Year Changes	3,696,928	3,696,928	-
	Prior Year Fund Equity Adjustment	374,327	-	
	Fund Revenues	(266,478)	(371,332)	
	Fund Expenses	 148,071	 745,659	
	FUND EQUITY TOTALS	 3,441,008	 3,322,601	 118,407
	LIABILITIES AND FUND EQUITY TOTALS	3,441,008	3,416,589	24,419
	Fund 31 - Third Ward Povitalization PDA2T3 Totals			

Fund 31 - Third Ward Revitalization RPA2T3 Totals



OFFICE OF THE CITY MANAGER 6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8531

MEMORANDUM

- TO: Members of the Housing and Third Ward Revitalization Task Force
- FROM: Brooke A. Smith, Deputy City Manager/Dir. of Economic Development
- DATE: April 12, 2024
- SUBJECT: Agenda Item 6 Yard & Co. Update

This agenda item is intended for Yard & Co. to provide an update to the Task Force.

Representatives from Yard & Co. will be present at Monday night's meeting to discuss their trip and the community outreach that took place March 20th – March 22nd. They will also provide an update on the engagement work by the Ambassadors and present some ideas for an activation/engagement trip in early June.

Please do not hesitate to contact me with any questions.

Staff Recommendation: No recommendations at this time.





TASK FORCE UPDATE

15 APRIL 2024 YARD & COMPANY COLLABO

AGENDA

ENGAGEMENT RESULTS REMAINING PROJECT SCHEDULE

FINAL ENGAGEMENT/ACTIVATION EVENT

ENGAGEMENT RESULTS



ENGAGEMENT RESULTS Stakeholder Meetings

- » Dr. Sharonica Hardin-Bartley, U City Schools
- » Chief Larry Hampton, U City Police
- » Chief Bill Hinson, U City Fire
- » James Bowens & Diarra Morris, Well U Cafe Owners
- » Darin Girdler, Dir of Public Works/ Int Dir of Parks
- » Mike Reid + SHED STL Board Members
- » David Spewak, United Hebrew Board of Trustees
- » Jack & Mike Ehlers, Williams James Capital
- » John Wagner & Mary Kennedy, U City Planning



ENGAGEMENT RESULTS Pop-Up Engagement

Wednesday, March 20

» ALDI, 7701 Olive

Thursday, March 21 » Pete's Market, 7434 Olive

Friday, March 22

» Loop Laundry/Mi Ranchito, 887 Kingsland

» Millar Park



ENGAGEMENT RESULTS Public Open House





Thursday, March 21, 4:00 - 8:00pm » Heman Park Community Center

» Approx 40-50 attendees



ENGAGEMENT RESULTS Housing Toolkit

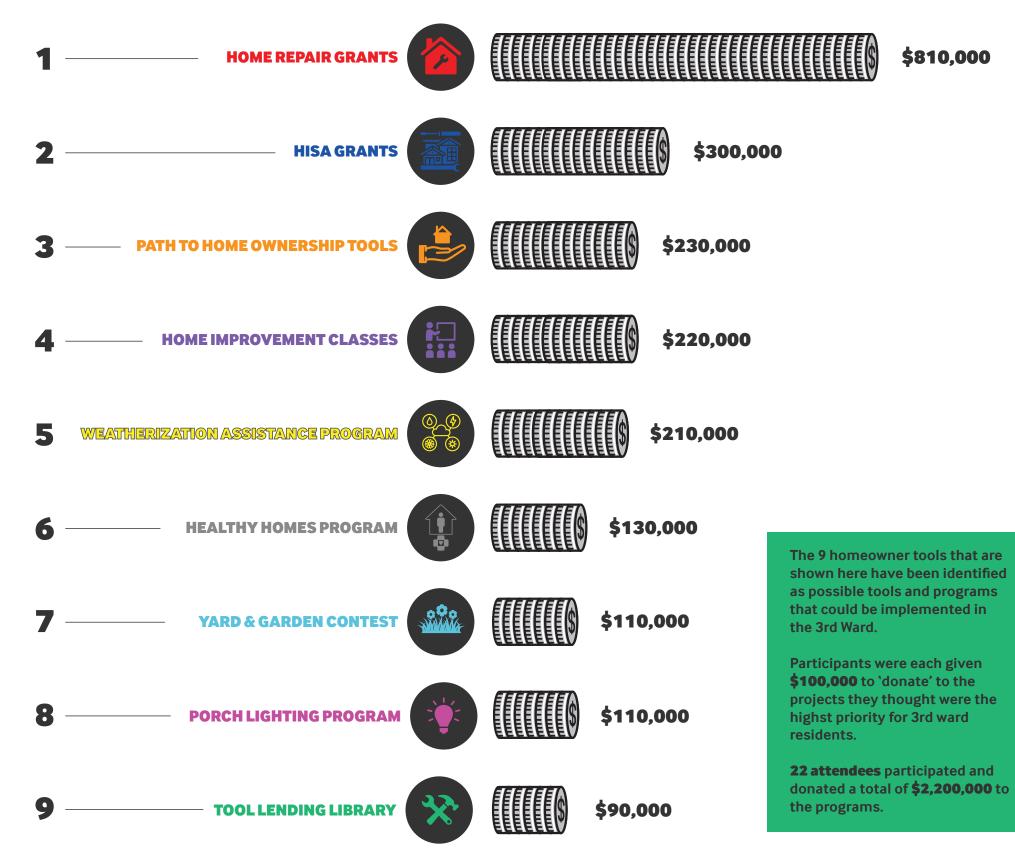
- » Paricipants were given \$100,000 in play money to allocate among nine housing programs according to their priorities
 - Healthy Homes Program
 - Home Repair Grants
 - Yard and Garden Contests
 - Porch Lighting Program
 - Path to Home Ownership Tools
- HISA Grants
- Home Improvement Classes
- Weatherization Assistance
- Tool Lending Library





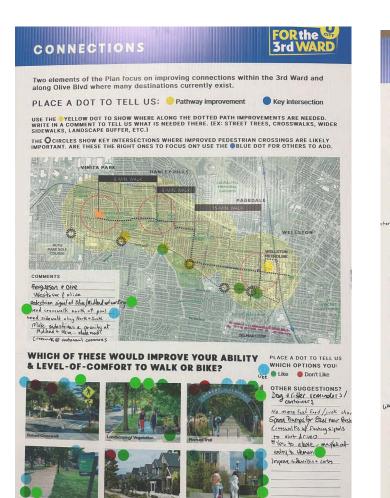
HOMEOWNER TOOLKIT ACTIVITY

3/21 Open House Summary

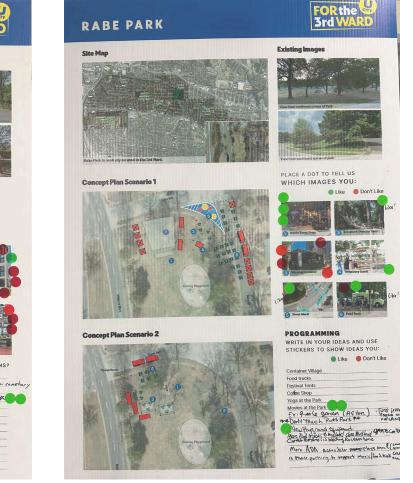


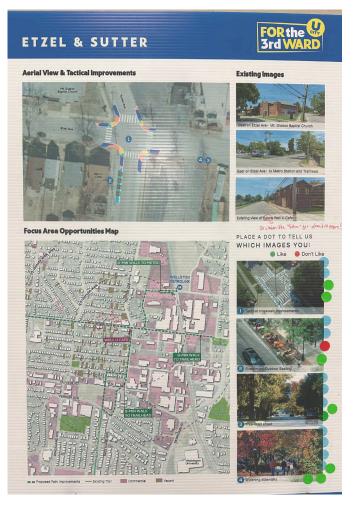
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ENGAGEMENT RESULTS Engagement Boards





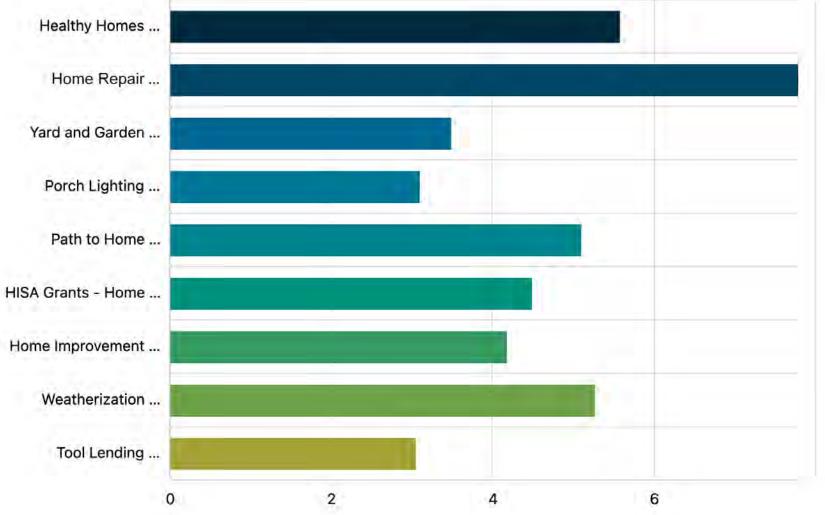




RESULTS TO DATE (28 responses so far)

» How would you prioritize the investment of TIF dollars into 3rd Ward housing initiatives in order to do the most good?

- 1. Home Repair Grants
- 2. Healthy Homes Program
- 3. Weatherization Assistance
- 4. Path to Home Ownership Tools
- 5. HISA Grants
- 6. Home Improvement Classes
- 7. Yard and Garden Contests
- 8. Porch Lighting Programs
- 9. Tool Lending Library



- » What housing types would best address the 3rd Ward's housing needs? (multiple selections allowed)
 - 1. Single-family (restored older home) 82%
 - 2. Single-family (new starter home) 57%
 - 3. Townhomes attached (brick) 36%
 - 4. Multi-family (small scale) 29%
 - 5. Cottage court homes 25% (small, shared green space)
 - 6. Accessory Dwelling Unit 21% (a.k.a. Granny Flat)
 - 7. Live/Work Units 18%
 - 8. Townhomes attached (painted) 14%
 - 9. Multi-family (medium scale) 11%

- » How would you rank the following approaches to providing and maintaining housing in the neighborhood?
 - 1. Provide financial assistance and tax relief
 - 2. Improve public infrastructure
 - 3. Promote affordable or mixed income housing construction
 - 4. Encourage historic preservation/adaptive reuse
 - 5. Promote a deiversity of housing types
 - 6. Develop new city policies, programs, partnerships
 - 7. Change zoning code to address housing concerns
 - 8. Create rental and landlord programs

- » We have heard that being able to walk to more retail businesses in the 3rd Ward would be desirable. What type of retail would you like to see in the 3rd Ward?
 - 1. Food/Beverage 93% (coffee shop, cafe, ice cream)
 - 2. Specialty Retail 74% (pet shop, bookstore, music store)
 - 3. Neighborhood Services 44% (hair salon, dry cleaner, gym)
 - 4. Hospitality and Entertainment 33% (comedy or music venue, arcade)
 - 5. Clothing Store (shoe stores, boutiques) 19%
 - 6. Creative/Professional Office 19%
 - 7. Co-working/Business Incubator 11%

- » What types of businesses appeal to you when deciding where to eat or shop?
 - 1. Locally-owned 78%
 - 2. Minority-owned 59%
 - 3. Women-owned 41%
 - 4. Eco-friendly 33%
 - 5. National chains 26%
 - 6. Veteran-owned 15%
 - 7. No preference 11%

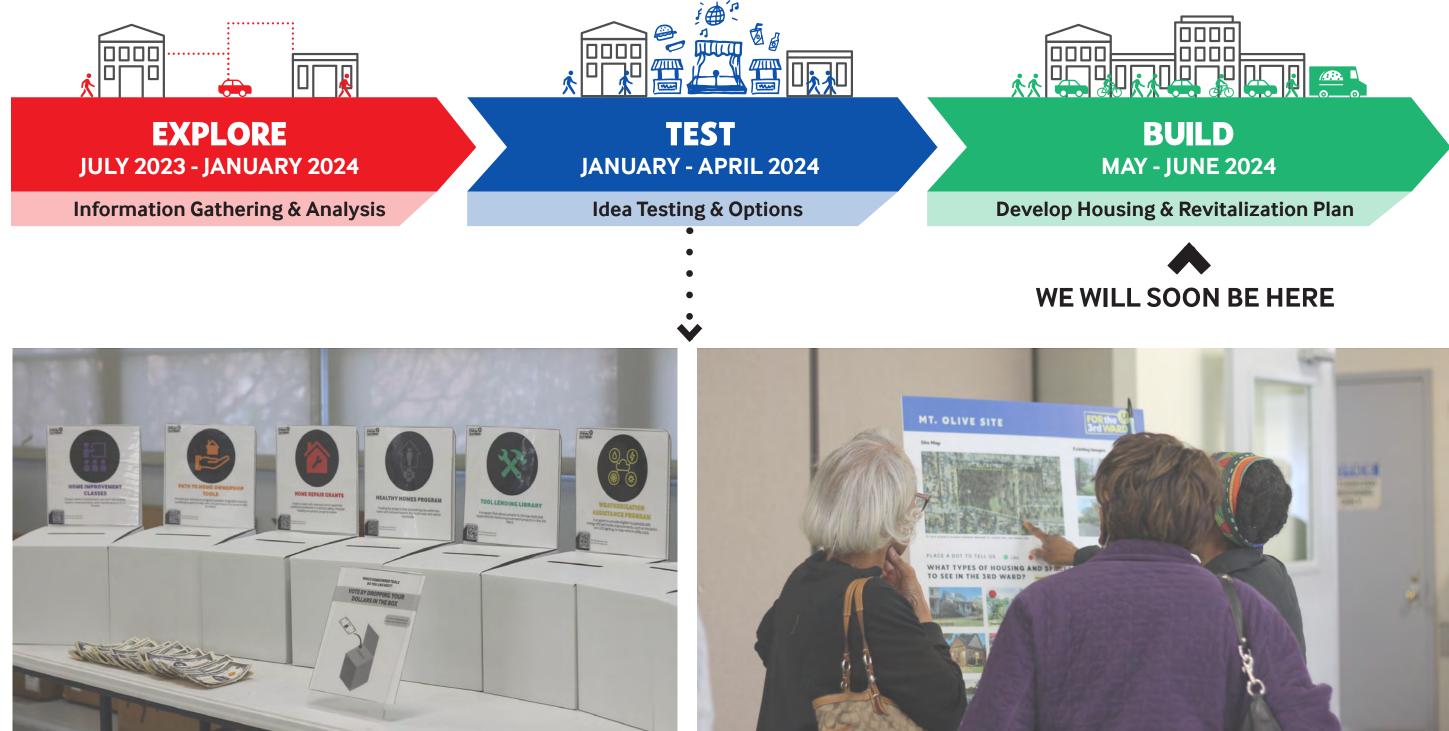
- » What would make walking around the 3rd Ward more comfortable?
 - 1. Lighting 80%
 - 2. Landscaping/vegetation 68%
 - 3. Slower vehicle speeds 52%
 - 4. Wide pathways 48%
 - 5. Eyes on the street (people nearby) 44%
 - 6. Marked trail 44%
 - 7. Wayfinding signage 32%
 - 8. Raised crosswalks 28%

- » What would make crossing Olive Boulevard on foot more comfortable?
 - 1. User-activated crossing signal
 - 2. Pedestrian refuge medians
 - 3. Crosswalk lighting
 - 4. Corner bump-out extensions
 - 5. Raised crosswalks
 - 6. Street art crosswalks

REMAINING PROJECT SCHEDULE



Schedule



Proposed Schedule

Week of April 15

» Task Force Meeting

• Review Phase 2 Engagement to date

Week of April 22

» Continue Phase 2 Engagement

Week of April 29

» Finalize Phase 2

» Start developing recommendations

Week of May 6

» Develop recommendations

Week of May 13

» Announce June Event

Week of May 20

- » Task Force Meeting
 - Review Draft Recommendations/early Draft Plan
- » Promote Event

Week of May 27

- » Finalize Draft Plan and Exhibits
- » Promote Event

Week of June 3

- » Final Engagement/Activiation Event
- Saturday, June 8, Rabe Park
- Sunday, June 9, Etzel & Sutter
- Present Draft Plan to public for feedback

Week of June 10

» Process data/feedeback

Week of June 17

- » Task Force Meeting
 - Review feedback from Final Engagement/ Activation Event

Week of June 24

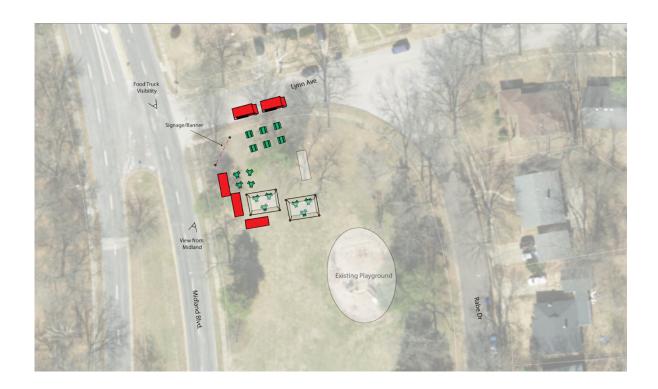
» Deliver final plan

FINAL ENGAGEMENT/ ACTIVATION EVENT

FINAL ENGAGEMENT/ACTIVATION EVENT Purpose

Weekend of June 8-9

- » Host outdoor Open House(s) to show the Draft Plan to the public for feedback on:
 - Housing Toolbox
 - Connections/Walkability
 - Neighborhood Retail
 - Olive Boulevard Improvements
- » In addition, the event(s) would be a test activation:
- Small-scale retail in Rabe Park
- Improvements to Etzel & Sutter





YARD & COMPANY

buildwithyard.com