



MEETING OF THE CITY COUNCIL  
CITY OF UNIVERSITY CITY  
CITY HALL, Fifth Floor  
6801 Delmar Blvd., University City, Missouri 63130  
Monday, May 13, 2024  
6:30 p.m.

**AGENDA**

**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. APPROVAL OF AGENDA**

**D. PROCLAMATIONS (Acknowledgement)**

none

**E. APPROVAL OF MINUTES**

1. April 8, 2024 Meeting Minutes
2. April 17, 2024 Special Meeting Minutes

**F. APPOINTMENTS to BOARDS AND COMMISSIONS**

1. William Meehan is nominated for appointment to the Civil Service Board by Councilmember Steve McMahon.

**G. SWEARING IN TO BOARDS AND COMMISSIONS**

none

**H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**

***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.***

*The public may also submit 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](mailto: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. COUNCIL COMMENTS**

**J. PUBLIC HEARINGS**

1. Liquor License for JAG Ventures, LLC, d.b.a King's Food Mart 4 - 8341 Olive Blvd. 63132
2. The Establishment Of The 711 And 717 Kingsland Community Improvement District (CID).
3. Community Development Block Grant (CDBG) Reallocation of 2023 Funds

**K. CONSENT AGENDA (1 voice vote required)**

1. Liquor License for JAG Ventures, LLC, d.b.a King's Food Mart 4 - 8341 Olive Blvd. 63132.
2. Ratification of Fund Transfer - Fleet Maintenance (Internal Service Fund).
3. CDBG Reallocation of 2023 Funds
4. LSBF Loan Agreement
5. FY24 Facade Improvement Applications
6. EDRST Funding – Mannequins in the Loop

**L. CITY MANAGER'S REPORT – (voice vote on each item as needed)**

1. City Manager Updates
2. CUP-24-01 - A Conditional Use Permit (CUP) application to allow a banquet hall at 8348 Olive Boulevard in the "GC" General Commercial District.

**M. UNFINISHED BUSINESS (2<sup>nd</sup> and 3<sup>rd</sup> readings – roll call vote required)**  
None

**N. NEW BUSINESS**  
**Resolutions (voice vote required)**  
None

**Bills (Introduction and 1<sup>st</sup> reading - no vote required)**

1. **BILL 9537** - AN ORDINANCE APPROVING A PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE 711 AND 717 KINGSLAND COMMUNITY IMPROVEMENT DISTRICT AS A POLITICAL SUBDIVISION OF THE STATE OF MISSOURI; AND DIRECTING THE CITY CLERK TO NOTIFY THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT OF THE CREATION OF THE DISTRICT.
2. **BILL 9538** - AN ORDINANCE AUTHORIZING THE CITY OF UNIVERSITY CITY, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (711 KINGSLAND AVENUE PROJECT), SERIES 2024, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$21,000,000, 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.
3. **BILL 9539** - AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR THE "LOCAL UNIVERSITY CITY" DEVELOPMENT AT 6630-6654 DELMAR BOULEVARD.
4. **BILL 9540** - AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS "UNIVERSITY CITY GOVERNMENT BUILDING" AND REPEALING ORDINANCE NO. 7189.
5. **Bill 9541** - AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS "MARKET AT OLIVE, PLAT 6".

**O. 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

**P. CITIZEN PARTICIPATION (continued if needed)**

**Q. COUNCIL COMMENTS**

**R. EXECUTIVE SESSION (roll call vote required)**

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.

**S. ADJOURNMENT**

The public may also observe via:

Live Stream via YouTube:

[https://www.youtube.com/channel/UCvN1EJ\\_-Q22918E9EZimWoQ](https://www.youtube.com/channel/UCvN1EJ_-Q22918E9EZimWoQ)

Posted May 10, 2024.

**MEETING OF THE CITY COUNCIL**  
CITY OF UNIVERSITY CITY  
CITY HALL, Fifth Floor  
6801 Delmar Blvd., University City, Missouri 63130  
**Monday, April 8, 2024**  
**6:30 p.m.**

**AGENDA**

**A. MEETING CALLED TO ORDER**

At the Regular Session of the City Council of University City held on Monday, April 8, 2024, Mayor Terry Crow called the meeting to order at 6:32 p.m.

**B. ROLL CALL**

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

Councilmember Stacy Clay  
Councilmember Aleta Klein  
Councilmember Steven McMahon  
Councilmember Jeffrey Hales  
Councilmember Dennis Fuller  
Councilmember Bwayne Smotherson

Also in attendance were City Manager, Gregory Rose, City Attorney, John F. Mulligan, Jr.; Director of Planning & Development, Dr. John Wagner; Deputy City Manager & Director of Economic Development, Brooke Smith, and Director of Public Works, Darin Girdler.

**C. APPROVAL OF AGENDA**

Councilmember Clay requested that Item K (2); Funding Request Permitting Software Update, be removed from the Consent Agenda to the City Manager's Report. It was seconded by Councilmember Hales and the motion to amend carried unanimously.

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

**D. PROCLAMATIONS (Acknowledgement)**

None

**E. APPROVAL OF MINUTES**

1. February 25, 2023, Special Saturday Work Session was moved by Councilmember McMahon, it was seconded by Councilmember Clay.

Councilmember Smotherson asked Mr. Rose if Council could get an update on some of the work plans presented at this meeting? Mr. Rose stated he intends to schedule another Work Session sometime in June to go through all of the projects.

Voice vote on the motion to approve carried unanimously, with the exception of Councilmember Fuller.

2. March 25, 2024, Study Session Meeting Minutes (Pension Fund Overview), was moved by Councilmember Klein, it was seconded by Councilmember Smotherson, and the motion carried unanimously, with the exception of Councilmember McMahon.

3. March 25, 2024, Meeting Minutes was moved by Councilmember Smotherson, it was seconded by Councilmember Clay, and the motion carried unanimously, with the exception of Councilmember McMahon.

**F. APPOINTMENTS TO BOARDS AND COMMISSIONS**

None

**G. SWEARING IN TO BOARDS AND COMMISSIONS**

1. Kevin Taylor was sworn into the Traffic Commission on April 3<sup>rd</sup> in the Clerk's office.

**H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**

***Procedures for submitting comments for Citizen Participation and Public Hearings:***

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. on the day of the meeting.** Comments may be sent via email to: [councilcomments@ucitymo.org](mailto: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 that when submitting your comments, a **name and address must be provided.** Please also note whether your comment is on an agenda or a non-agenda item. If a name and address are not provided, the comment will not be recorded in the official record.

**Citizen Comments**

**Tom Sullivan, 751 Syracuse, U City, MO**

Mr. Sullivan stated anyone looking through the minutes of the February 25, 2023, Special Council Meeting, might wonder what is going on in this City. This is on top of the "We Make U City" group which is an outgrowth of the U City Community Vision 20/40, where there's been a lot of planning and discussions, but little being accomplished. Therefore, he would suggest that an emphasis be placed on more basic matters.

- Issues with streetlights have improved but there are still quite a few lights that are out
- Street sweeping has not improved and even The Loop is not being kept clean
- Landscaping at the entrance of Parking Lot #4 is a mess, as is the side facing Kingsland
- Weeds are taking over the Kingsland median from Delmar to Vernon
- The County repaved Kingsland but Council just approved the repaving of Vernon
- Costco opened eighteen months ago, and the 3rd Ward Revitalization Task Force has not accomplished anything
- Plans for the municipal complex are constantly changing and it seems as though a lot of discussions are being conducted in secret

This explains why 58% of voters opposed Proposition F because they don't trust U City's government.

**Gregory Pace, 7171 Westmoreland Avenue, U City, MO**

Mr. Pace stated recently he, Steven Krebs, and Shelley Welsch sent an email to Council, the City Attorney, and the City Manager, regarding the funding plan for the Annex and old Library renovations, which he would like to read into the record.

*"This email is not an opinion about the proposal; it's strictly about the process. We are aware that the University City Council is considering funding the renovation of the Annex and the old Library with 27 million dollars in Certificate of Participation Bonds (COPs), and we believe that a citizen vote is required before you can proceed with any lease for the above properties.*

*Section 97 of the City Charter is quite clear on that point. City staff has clearly stated that the COPs involve leasing the property and the COP documents confirm that the transaction involves a lease. Article 12, Section 122, describes the required vote for any lease. So, we are asking when you plan to schedule the required vote? Some here may not be as familiar with Section 97 that was Proposition H, which was passed. And I'm guessing that almost everyone, if not everyone on the dais was behind Proposition H, which clearly states that buildings that of the heritage are delineated and include the Annex and the old Library, cannot be sold, or leased, or given away, or otherwise disposed of, without a vote of the folks; that's us."*

Mr. Pace stated if you Google COP, typically what it says is that the idea is to finance a facility that generates revenue; like a ball field, swimming pool, or a hockey rink, where the revenue stream being generated by that facility is used to pay back the bond's principal and interest. Well, somewhere along the line; and it's been a long time, some clerical errors; or John, decided that you don't need a revenue stream to use COPS; you can bypass the State Constitution, which eliminates borrowing without a vote. And that's what has happened.

Recently the Library used COPs for their renovation. Interestingly enough, the lease was not for the facility but for the HVAC equipment. They claimed in the lease document that the HVAC equipment was personal property. But I don't know about that. St. Louis County does not consider HVAC to be personal property; yet, the Library claims it was a part of the building. But I tend to think that any self-respecting engineer, civil engineer, architect, or builder will tell you that the HVAC equipment is not part of a building, it's not personal property. It's not plugged in where you can roll it out. That's a stretch that's too far for me to go. In fact, the Library's lease states that the fair use relativity for the HVAC equipment is equal to the entire amount of the principal and interest payments for the entire renovation; which of course is false. The fair market value of HVAC equipment in the Library is far less. Fair market value means you can pull it out and clean it up, to sell it. It's used equipment and a lot of people out there don't want to buy used HVAC equipment. So, the market value is really close to nothing, but that's not what the lease says, and the Library Board agreed to that statement.

One last note is that the City's COPs will be paid for out of the General Fund, as well as other funds. However, in previous fiscal years, the budget showed the General Fund, Capital Improvement Fund, Public Safety Fund, and Parks and Stormwater Fund with deficits, up until '23 and '24. So, if they're eating into these fund balances where is this money going to come from to pay these COPs off? Mr. Pace stated the City needs these monies to pay for other things like sidewalks, streets, curbs, parks and raises for City employees. That's what people want, and that is why this should be put before the people for a vote. If they're fine with it, then we get a bond issue, and a bond levy that pays for it.

**I. COUNCIL COMMENTS**

None

**J. PUBLIC HEARINGS**

1. Liquor License (Hatchet Haus Axe Throwing) – 6662 Delmar Blvd., Suite C

Mayor Crow opened the Public Hearing at 6:47 p.m., and after acknowledging that there were no oral or written comments the hearing was closed at 6:47 p.m.

**K. CONSENT AGENDA - (1 voice vote required)**

1. Liquor License (Hatchet Haus Axe Throwing) – 6662 Delmar Blvd., Suite C
2. Funding Request – Permitting Software Update (MyGov, Version 5); (removed)
3. Emerald Ash Borer – Removal and Replacement
4. FEMA Flood Restoration – General Works Package
5. Roofing Material and Services Proposal
6. MoDOT Grant Applications (Public Safety)
7. Public Consumption Application

Councilmember McMahon moved to approve Items 1, 3, 4, 5, 6, and 7 of the Consent Agenda, it was seconded by Councilmember Clay, and the motion carried unanimously.

**L. CITY MANAGER'S REPORT – (Voice vote on each item as needed)**

**1. Funding Request – Permitting Software Update (MyGov, Version 5)**

Mr. Rose stated staff is recommending that Council consider a funding request for a software update to MyGov - Version 5.

Dr. Wagner stated he would start by answering any of the Council's pending questions.

Councilmember Clay posed the following questions to Dr. Wagner:

**Q. What technical enhancements are contained in Version 5?**

**A.** *Version 5 is an entirely new operating system that provides a comprehensive online building permit program with digital plan uploads and reviews, a tracking component that provides users with the status or any updates on specific requests, and a GPS component that allows users to look at segments of the City and determine what building permits or violations have been issued in that area.*

**Q. So, from a practical perspective, Version 5 enhances the online experience for residents, your department, and anyone else who uses it?**

**A.** *Yes, that's correct. It provides a more streamlined and user-friendly process.*

Dr. Wagner stated MyGov-5 has been around for almost four years and unlike MyGov-4, it has been built to accommodate continuous updates that eliminate the need for a MyGov-6.

Councilmember Clay stated the need for training not only has the potential to impact the City but also the employment environment as it relates to turnovers. So, will you have an in-house expert to train employees, or will they have to go elsewhere for this training? Dr. Wagner stated instead of spending money on training there will be an in-house project manager who will be able to assist current employees and train any new hires.

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

**2. City Manager Updates**

**Construction Bids**

Staff anticipates receiving bids for the Police Annex and Court Trinity Building on April 16th, and based on the demolition bids received on March 26th, the belief is that they will be favorable. The design of the courtroom has not changed. It was always intended to be a multipurpose building, and no decision about whether Council's chambers will be relocated to this facility has been made at this point.

**Proposition F**

The last tax that went before a vote of the people was Proposition M, which passed, and not Proposition F.

**3. Facade Improvement Applications - FY23**

Mr. Rose stated Council is being asked to receive a presentation regarding these applications and provide direction. Staff is recommending approval.

Ms. Smith stated these two applications were submitted in the Fiscal 2023 round of facade improvements. They were tabled because the properties were vacant, and staff was asked to send the policy back to the EDRST Board for reevaluation. The Board agreed to continue funding, noting that each application should be considered on a case-by-case basis.

As an update, Ms. Smith stated that both properties now have leases. A lease for 8327 Olive was executed on March 14th, and the lease for 7301 Tulane was executed in March of last year.

Councilmember Fuller informed Ms. Smith that the Tulane property had been tabled because it was described as a mixed-use.

Ms. Smith agreed and noted that the EDRST Board had agreed to continue funding for commercial properties with a residential mix at the reduced rate of \$10,000 rather than \$15,000. She stated staff has received copies of both leases and is now asking that they be reconsidered and approved for funding under Fiscal Year 2023.

Councilmember Smotherson asked why the lease for 8327 Olive had not been included in Council's packet? Ms. Smith stated she was unsure of whether it should have been shared since it is not a public document.

Mayor Crow stated while leases are typically not shared with the public, the problem seems to be that the information Council received is from 2022.

Councilmember Smotherson thanked the Mayor for highlighting the problem and stated while he appreciates the oral update, that same information should have been included in Council's packet prior to this item being placed on the Agenda. He stated his main frustration is that unlike Pho Long, where the owner took the initiative to make changes to the building before applying for facade improvement funds, this landlord has done absolutely nothing since 2022. So, the only assumption one can make is that they are waiting on this funding before taking any action.

Ms. Smith stated that while she could not speak to the owner's intentions, they are still responsible for maintaining the property.

Councilmember Smotherson stated the owner's total disregard for this building is what makes him skeptical about what will happen if funding is approved.

Mayor Crow asked Ms. Smith if it was correct that the owner would be required to show staff receipts for any work performed with these funds? Ms. Smith stated that is correct. This is a matching fund program, so the owner must also invest \$15,000. The City only provides reimbursement after the project has been completed and the applicable receipts have been submitted. She stated if Council elects to deny funding, then the condition of the building will become a matter for code enforcement.

Councilmember Smotherson asked if there were any other applications? Ms. Smith stated currently they have applications for Fiscal Year 2024, which are still under review, but these were the only two remaining applications for FY 2023.

Councilmember Hales posed the following questions to Ms. Smith:

**Q. Is there anything you could share publicly about the nature of the new business coming to 8327 Olive?**

**A. It is being leased by an esthetician.**

**Q. The application for Tulane lists a total of \$30,000 rather than \$20,000. So, are they still being funded for the full amount of \$15,000?**

**A. I listed \$15,000 because I was under the impression that it was tabled due to the building being vacant rather than mixed-use. So, you're right, this needs to be amended since the EDRST has recommended funding mixed-use properties at \$10,000.**

Councilmember Clay asked if there was any conversation around the circumstances in which funding should come forward when the EDRST updated its policy on vacant properties? Ms. Smith stated that they did not see a reason to stop funding vacant properties because their position was that an improved facade would enhance the area even if the property is vacant. However, the ultimate goal is for the property to be occupied as soon as possible.

Councilmember Clay stated while he shares his colleague's concerns about this specific property, it seems as though they are doing the right thing, which is positive.

Councilmember Smotherson stated Olive is different than other streets because the buildings are not contiguous. Therefore, making improvements to this specific building will not improve the area, and he wishes they would stop using that as an excuse.

Mayor Crow stated while he would agree that it's not a broad stroke, he tends to agree with investing in your community, especially in this current environment where the City is trying to attract more businesses and keep moving forward. He stated he recognizes that Olive is different, but not investing in a community presents challenges. The City of St. Louis is offering attractive incentives to businesses interested in locating downtown, which puts some pressure on U City. However, if there is a better way to do this he can assure everyone that the EDRST Board would be more than willing to listen.

Councilmember McMahon stated that he also tends to agree with the Board's rationale. Because if the policy decision is to only fund buildings that are leased, rather than improving and maintaining buildings to uphold a certain standard, there would be many more variables to consider. He stated improvements, like the ones made at the BP gas station, help in the long run. And even though they might occur at random locations, residents have expressed how happy they are to see these improvements, and their hope that it becomes contagious. Councilmember McMahon stated improvements give people the belief that things are on the upswing. Plus, what incentive would there be if the City simply denied an owner's application because their building was vacant?

Councilmember Smotherson acknowledged that Councilmember McMahon had provided a great example where the owner took the initiative to make improvements on his own. And that's exactly what he's trying to convey because, for decades, the owner in this specific case has done absolutely nothing. He stated it's not the businesses he's frustrated with, it's the owners. Lessees of the Twisted Cafe have been prohibited from making any exterior improvements, so the owner is the one who should be held responsible for making sure this building is up to code.

Mayor Crow stated he believes that the current motion is \$15,000 for 8327 Olive and \$10,000 for 7301 Tulane. Ms. Smith stated that it was correct.

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

Mayor Crow noted that he was a little uncertain about what he heard and called for a roll call vote.

Roll Call Vote Was:

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

**Nays:** Councilmember Smotherson.

**M. UNFINISHED BUSINESS - (Roll call vote required for 2<sup>nd</sup> and 3<sup>rd</sup> readings)**  
None



**N. NEW BUSINESS**

**Resolutions - (Voice vote required)**

**1. Resolution 2024-04 Fiscal Year 2023-2024 Budget Amendment #1**

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

**Bills - (No vote required for introduction and 1<sup>st</sup> reading)**

None

**O. 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

**P. CITIZEN PARTICIPATION (continued if needed)**

**Q. COUNCIL COMMENTS**

Councilmember Smotherson stated that he had asked staff if it was possible to remove the pile of debris that was encumbering the parking lot near the basketball court at Heman Park. So, he would like to thank Mr. Rose for his update informing him that they will be removing this debris in the very near future so that the entire lot can be used for all of the upcoming summer events.

Councilmember Clay stated Chancellor Andrew Martin of Washington University was a guest speaker today on St. Louis on the Air, where he talked about the University's expansion of its "In St. Louis, for St. Louis" initiative, which seeks to encourage collaboration with nonprofits and its neighbors to better serve the region. So, he would humbly suggest that the City Manager and the Mayor use this as an opportunity to strengthen the City's relationship with Wash U. Perhaps, the Chancellor will be willing to become personally engaged in these conversations. You can listen to his podcast by going to the KWMU website at [stlpr.org](http://stlpr.org).

As a follow-up, Councilmember Hales stated that the radio show can also be found on Apple Podcasts and Spotify. He stated it was nice to hear his viewpoint on this issue. So, he would also encourage the City Manager to reach out and perhaps help the Chancellor and others from Wash U connect and interact with the public through a series of events at the Heman Park Community.

Councilmember Hales stated he attended the U Height's Flood Task Force meeting on Tuesday, where he had the opportunity to ask the CEO of MSD how many combined sewer and sanitary over-flows were currently flowing into the River des Peres within U City. The promise was that he would provide us with this information, so he was wondering if the City Manager had received anything.

Mr. Rose asked Mr. Girdler if he had received any information? Mr. Girdler stated while MSD has acknowledged the need to provide us with this information, he has not yet received anything. Mr. Girdler stated that he would reach out to MSD tomorrow.

Councilmember McMahon congratulated everyone who participated in this Month's election activities. And since he may or may not be able to attend the swearing-in ceremony on the sixteenth, he would like to take this opportunity to say that it has been an honor to serve with Councilmember Klein. She was a great colleague and her unique perspective on so many tough issues was always refreshing. She will truly be missed.

Ms. Reese stated that the swearing-in ceremony would be held on the seventeenth of April.

**R. EXECUTIVE SESSION - (Roll call vote required)**

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

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

Roll Call Vote Was:

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

**Nays:** None.

**S. ADJOURNMENT**

Mayor Crow thanked everyone for their participation and closed the Regular Session at 7:21 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 8:05 p.m.

LaRette Reese  
City Clerk, MRCC

SPECIAL MEETING OF THE CITY COUNCIL  
CITY OF UNIVERSITY CITY  
6801 Delmar Blvd.  
Wednesday, April 17, 2024  
6:00 p.m.

**AGENDA**

**A. MEETING CALLED TO ORDER**

At the Special Session of the City Council of University City held virtually on Wednesday, April 17, 2024, Mayor Terry Crow called the meeting to order at 6:00 p.m.

**B. ROLL CALL**

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

Councilmember Jeffrey Hales  
Councilmember Dennis Fuller  
Councilmember Bwayne Smotherson  
Councilmember Stacy Clay (*arrived 6:08*)  
Councilmember Aleta Klein (*Excused*)  
Councilmember Steven McMahon (*Excused*)

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

**C. APPROVAL OF AGENDA**

Hearing no changes to the Agenda, Councilmember Smotherson moved to approve, it was seconded by Councilmember Hales, and the motion carried unanimously.

**D. PROCLAMATIONS (Acknowledgement)**

1. Recognizing and honoring Sandi Colquitt and the non-profit organization Inn From the Storm.

**E. APPROVAL OF MINUTES**

None

**F. APPOINTMENTS to BOARDS AND COMMISSIONS**

1. Councilmember Hales on behalf of Councilmember Klein, nominated Sarah Hanly for appointment to the Traffic Commission as a fill in; it was seconded by Councilmember Dennis Fuller.

**G. SWEARING IN TO BOARDS AND COMMISSIONS**

None

**H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**

The public may also submit 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](mailto: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. COUNCIL COMMENTS**

Mayor Crow reminded everyone that Councilmember Klein first got involved with city government when she had a concern with city hall regarding inspection issues. Shortly thereafter she was introduced to Paulette Carr and the rest is history. We are grateful that she had that interaction with city hall, and she choose to make a difference and started engaging prior to being elected and then elected to run for office and went on to serve on Council for the last four years.

On behalf of his colleagues and the citizens; we appreciate the dedication and effort that Ms. Klein put into her seat and position on the Council. She was always engaged and professional and we thank her for her service to our community

**J. PUBLIC HEARINGS**

None

**K. CONSENT AGENDA (1 voice vote required)**

None

**L. CITY MANAGER’S REPORT – (voice vote on each item as needed)**

None

**M. UNFINISHED BUSINESS (2<sup>nd</sup> and 3<sup>rd</sup> readings – roll call vote required)**

None

**N. NEW BUSINESS**

**Resolutions (voice vote required)**

- 1. Resolution 2024-5** - Certification of April 2, 2024 General Municipal Election Results.

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

Mayor Crow adjourned the meeting SINE DIE at 6:03 p.m. and asked the City Clerk to announce the individuals listed on the Agenda to be sworn in as members of the City Council.

**SWEARING IN OF:**

- JEFF HALES, COUNCILMEMBER WARD ONE (FOUR YEARS)
- DENNIS FULLER, COUNCILMEMBER WARD TWO (TWO YEARS)
- BWAYNE SMOTHERSON, COUNCILMEMBER WARD THREE (FOUR YEARS)
- JOHN TIEMAN, COUNCILMEMBER WARD TWO (FOUR YEARS)

Mayor Crow welcomed Councilmember Tieman to the dais and stated that his willingness to serve was appreciated and that he and his colleagues looked forward to serving with him for the benefit of the citizens of the community. He thanked the City Clerk for her professionalism and reconvened the meeting of the new Council.

Roll Call Vote to Reconvene With The New Council Was:

**Ayes:** Councilmember Clay, Councilmember Tieman, Councilmember Hales, Councilmember Fuller, Councilmember Smotherson, and Mayor Crow.

**NAYS:** NONE

***THE MEETING WAS RECONVENED WITH NEW MEMBERS OF COUNCIL***

**O. 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

**P. CITIZEN PARTICIPATION (continued if needed)**

**Q. COUNCIL COMMENTS**

Councilmember Tieman stated in his first remarks before the City Council he wanted to express gratitude. He thanked all those who supported his journey to this seat; fellow Councilmembers, neighbor’s, family and his wife Phoebe. In this moment, he wanted to especially thank two women who previously occupied this same seat; Aleta Klein, who mentored him with graciousness, kindness, intelligence and insight. And Paulett Carr, whom he first met during his connection with the Storm Water Task Force. Dr. Carr will always be an example of commitment, vision and courage.

**R. EXECUTIVE SESSION (*roll call vote required*)**

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

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

Roll Call Vote to Reconvene Was:

**Ayes:** Councilmember Hales, Councilmember Fuller, Councilmember Smotherson, Councilmember Clay, Councilmember Tieman, and Mayor Crow.

**Nays:** None

**S. ADJOURNMENT**

Mayor Crow thanked everyone for their attendance and closed the Special City Council Meeting at 6:15 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 6:38 p.m.

LaRette Reese  
City Clerk, MRCC

DRAFT



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



<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>PH20230513-01</b>
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<b>SUBJECT/TITLE:</b> Liquor License for JAG Ventures, LLC, d.b.a King's Food Mart 4 - 8341 Olive Blvd. 63132			
<b>PREPARED BY:</b> Keith Cole - Director of Finance		<b>DEPARTMENT / WARD:</b> Finance / All	
<b>AGENDA SECTION:</b>	Public Hearing	<b>CAN ITEM BE RESCHEDULED?</b>	Yes
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b> N/A			
<b>FISCAL IMPACT:</b> N/A			
<b>AMOUNT:</b>	N/A	<b>ACCOUNT No.:</b>	N/A
<b>FROM FUND:</b>	N/A	<b>TO FUND:</b>	N/A
<b>EXPLANATION:</b> King's Food Mart 4 has applied for Intoxicating Liquor Not More Than 22%, by the Package, Retail liquor license, including Sunday Liquor License.			
<b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b> The Applicant / Managing Officer is Herman Singh. A background check / investigation by the Police Department revealed no disqualifying information. Department Approval has been granted from all necessary departments. Since the application is by the package, retail, the five recommendations from University City citizens are not required. Petition from business owners within a radius of 200 feet is not required due to applying by package, retail. A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business. 2023 personal property tax record for the applicant indicates payment of taxes. Current voter registration documentation for the applicant was provided.			
<b>CIP No.</b>			
<b>RELATED ITEMS / ATTACHMENTS:</b> N/A			
<b>LIST CITY COUNCIL GOALS (S):</b> N/A			
<b>RESPECTFULLY SUBMITTED:</b>	City Manager, Gregory Rose	<b>MEETING DATE:</b>	May 13, 2024





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



<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>PH20240513-02</b>
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<b>SUBJECT/TITLE:</b> PUBLIC HEARING ON THE ESTABLISHMENT OF THE 711 AND 717 KINGSLAND COMMUNITY IMPROVEMENT DISTRICT (CID).			
<b>PREPARED BY:</b> Keith Cole - Director of Finance		<b>DEPARTMENT / WARD</b> Finance / All	
<b>AGENDA SECTION:</b>	Public Hearing	<b>CAN ITEM BE RESCHEDULED?</b>	yes
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b> N/A			
<b>FISCAL IMPACT:</b> N/A			
<b>AMOUNT:</b>	N/A	<b>ACCOUNT No.:</b>	N/A
<b>FROM FUND:</b>	N/A	<b>TO FUND:</b>	N/A
<b>EXPLANATION:</b> On April 18, 2024, Delmar Harvard LLC submitted a Petition to University City seeking creation of the 711 and 717 Kingsland Community Improvement District (CID). An Amended and Restated Petition was submitted to University City on May 9, 2024, clarifying that two of the CID directors shall be designated by the City Manager and at least one of those two directors shall meet the requirements of Section 67.1451.2(3) RSMo of the Community Improvement District Act (i.e., a resident of University City, qualified and registered to vote, no financial interest in any real property or business in the CID, and not related to an owner of such property or business), and that the costs of the CID Project and reimbursement of the such costs will be over the term of the CID, which shall not exceed 27 years			
<b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b> Pursuant to Section 67.1421.1 RSMo, upon receipt of a petition to create a community improvement district, the City Council must hold a public hearing concerning the proposed community improvement district. The public hearing is scheduled to occur at the May 13, 2024 City Council meeting. Following the public hearing, the City Council may, by ordinance, approve the petition and create the district. The proposed community improvement district includes 1.65 acres of property located at 711 and 717 Kingsland Avenue. If created, the proposed community improvement district intends to impose a 1% sales and use tax. The CID's tax revenues will be used to finance certain site work, utility work and public improvements within the proposed district. The proposed ordinance approves the creation of the proposed community improvement district and appoints the initial, five-member board of directors of the district. City Manager Gregory Rose and Finance Director Keith Cole and three representatives of Delmar Harvard LLC are proposed to be the initial board of directors.			
<b>CIP No.</b>			
<b>RELATED ITEMS / ATTACHMENTS:</b> Petition for the Creation of a Community Improvement District.			
<b>LIST CITY COUNCIL GOALS (S):</b> N/A			
<b>RESPECTFULLY SUBMITTED:</b>	City Manager, Gregory Rose	<b>MEETING DATE:</b>	May 13, 2024



**AMENDED AND RESTATED PETITION FOR THE CREATION OF A  
COMMUNITY IMPROVEMENT DISTRICT**

To the City of University City, Missouri:

The undersigned petitioner (the “**Petitioner**”) is the owner or representative of the owners of record of more than fifty percent (50%) (a) by assessed value of all real property within the hereinafter described community improvement district, and (b) per capita of all owners of real property within the hereinafter described community improvement district. Petitioner hereby petitions and requests that the City of University City, Missouri (the “**City**”), create a community improvement district as described herein, to be known as **711 AND 717 KINGSLAND COMMUNITY IMPROVEMENT DISTRICT** (the “**District**”), pursuant to the authority of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”).

1. The proposed District is contiguous and located entirely within the City.
2. A legal description of the proposed District is set forth as Exhibit A, attached hereto and incorporated herein by reference. A map illustrating the boundaries of the proposed District is set forth as Exhibit B, attached hereto and incorporated herein by reference.
3. The name of the proposed District is the 711 and 717 Kingsland Community Improvement District.
4. The proposed District consists of approximately 1.65 acres of land, as more particularly described in Exhibit A and Exhibit B, attached hereto and incorporated by reference herein.
5. The proposed District consists of approximately 1.65 acres and all real property located within the proposed District has a total current assessed value of \$620,800.
6. The Petitioner represents 100% per capita of all owners of the real property located within the boundaries of the District, and 100% of all real property within the boundaries of the proposed District by assessed value, as more particularly described in the signature block of the Petitioner and as follows:

<u>Owner</u>	<u>Location</u>	<u>Parcel Identification Number</u>	<u>Acres</u>	<u>Assessed Value</u>
<i>DELMAR HARVARD LLC</i>	711 Kingsland Ave.	18J621308	0.92	\$321,790
<i>DELMAR HARVARD LLC</i>	717 Kingsland Ave.	18J621298	0.73	\$299,010

7. The Petitioner is not seeking a determination that the proposed District, or any legally described portion thereof, is a blighted area.
8. The proposed District shall be formed as a political subdivision governed by a board of directors composed of five directors appointed by the Mayor of the City, with the consent of the

City Council. Each director shall, during his or her term, meet the qualifications of Section 67.1451.2 of the CID Act, provided that two of the directors shall be designated by the City Manager and at least one of those two directors shall meet the requirements of Section 67.1451.2(3) of the CID Act. In addition, so long as Delmar Harvard LLC owns any real property within the District, three of the five directors shall be legally authorized representatives of Delmar Harvard LLC. Successor directors shall be appointed in the same manner. Successor directors shall serve for a term of four years.

9. The initial directors and their respective terms of office shall be as follows:

Name	Initial Term
Rodney Thomas	2 years
Gene Manis	2 years
Gregory Rose	2 years
Keith Cole	4 years
Matt Towerman	4 years

10. Petitioner does not seek limitations on the borrowing capacity of the District.

11. Petitioner does not seek limitations on the revenue generation of the District.

12. The District shall have all powers provided in the CID Act, except as otherwise provided in this Petition.

13. The proposed District may, upon approval by the qualified voters of the District, impose a sales and use tax at a rate of up to one percent (1%) (the “Sales Tax”) on all eligible retail sales made in the proposed District in accordance with Section 67.1545 of the CID Act, for the duration permitted by the CID Act.

14. Notwithstanding anything in the CID Act or this Petition to the contrary, the proposed District shall have no power to levy a special assessment.

15. The Petitioner does not intend to submit real property taxes or business license taxes to the qualified voters for approval and, therefore, the maximum rates of real property taxes and business license taxes proposed in this Petition are zero.

16. A five-year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make (as further described in the five-year plan, the “CID Project”), an estimate of costs of these services and improvements to be incurred, the anticipated sources of funds to pay the costs and the anticipated term of the sources of funds to pay the costs, is set forth in Exhibit C, attached hereto and incorporated herein by reference. It is anticipated that the District will use the CID Revenues to finance and reimburse those eligible CID Project costs incurred on its behalf.

17. The estimated cost of the CID Project is \$1,357,361 (excluding costs of financing, underwriters’ fees and discounts, costs of printing any notes, bonds or other obligations and any official statements relating thereto, costs of credit enhancement, if any, interest, capitalized interest, debt service reserves and the fees of any rating agency, placement fees, or other costs of

issuance of any obligations issued by the proposed District), as further defined in Exhibit C, attached hereto and incorporated herein by reference.

18. The term of the District shall be from the date of establishment by the City until all of the obligations that the District issues to finance and reimburse all of the eligible CID Project costs incurred within the boundaries of the District have been fully redeemed in accordance with the terms of the CID Act, provided that the term of the District shall in no event be longer than 27 years.

19. The signatures of the signers to this Petition may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

20. Petitioner respectfully requests that the proposed District be established pursuant to the CID Act.

Dated this 9<sup>th</sup> day of May, 2024.

**PETITIONER:**

NAME OF OWNER: DELMAR HARVARD LLC

TELEPHONE NUMBER: (314) 292-5317

MAILING ADDRESS: 12647 Olive Blvd, Suite 510  
Creve Coeur, MO 64141

NAME OF SIGNER: Rodney H. Thomas  
BASIS OF LEGAL AUTHORITY TO SIGN: Principal  
SIGNER'S TELEPHONE NUMBER: (314) 852-7000  
SIGNER'S MAILING ADDRESS: 12647 Olive Blvd, Suite 510  
Creve Coeur, MO 64141

TYPE OF ENTITY: Missouri Limited Liability Company

MAP: See Exhibit B

PARCEL IDENTIFICATION NUMBER: Parcel No. 18J621308 and 18J621298

ASSESSED VALUE: \$620,800

By executing this Petition on this 9<sup>th</sup> day of May, 2024, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above.

By: *Rodney H. Thomas*  
Rodney H. Thomas, Principal

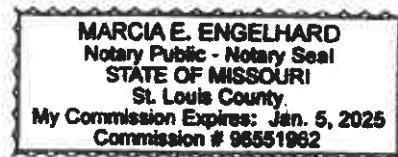
STATE OF MISSOURI     )  
  )     ss.  
COUNTY OF ST. LOUIS    )

Before me personally appeared Rodney H. Thomas, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 9<sup>th</sup> day of May, 2024.

*Marcia E. Engelhard*  
Notary Public

My Commission Expires: 1/5/2025



## EXHIBIT A

### Legal Description of Proposed District

#### LOT 1

Part of Lot 9 of Eliza Clemens Estate Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 2 page 42 and Lots 5 through 6 and part of Lots 4 and 9 of Block 1 of University Heights a Subdivision according to the plat thereof recorded in Plat Book 6 page 14 of the St. Louis County Records located In U.S. Survey 378, Township 45 North, Range 6 East of the Fifth Principal Meridian, University City, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northeast corner of a tract of land as conveyed to the City of University City by instrument recorded in Book 6333, Page 2313 of above said records, said point also being located on the west line of Kingsland Avenue, 80 feet wide, thence along the north line of said City of University City tract; North 89 degrees 45 minutes 45 seconds West, 156.50 feet thence departing said south line North 00 degrees 00 minutes 00 seconds East, 255.52 feet to the south line of a tract of land as conveyed to Washington University by instrument recorded in Book 11923, Page 041 of above said records; thence along said south line, South 89 degrees 45 minutes 44 seconds East, 136.50 feet to the southeast corner thereof, also being located on the west right-of-way line of above said Kingsland Avenue; thence along said west right-of-way line, South 00 degrees 14 minutes 16 seconds West, 254.90 feet to the POINT OF BEGINNING.

Containing 40,033 square feet or 0.919 acres, more or less

#### LOT 2

A tract of land being part of Lots 4 and 9 and Lots 5 thru 8 of block 1 of University Heights, as recorded in Plat Book 6, Page 14 and part of Lot 9 of Eliza Clemens Estate Subdivision as recorded in Plat Book 2, Page 42 of the St. Louis County Records, located in U.S. Survey 378, Township 45 North, Range 6 East of the Fifth Principal Meridian, University City, St. Louis County, Missouri, more particularly described as follows:

Commencing at the northeast corner of attract of land as conveyed to the City of University City by instrument recorded in Book 6333, Page 2313 of above said records, said point also being located on the west right-of-way line of Kingsland Avenue, 80 feet wide; thence along the north line of said City of University City tract, North 89 degrees 45 minutes 45 seconds West, 156.50 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along last said north line, North 89 degrees 45 minutes 45 seconds West, 123.97 feet to east right-of-way line of Sgt. Mike King Drive, 50 feet wide; thence along said right-of-way line and the east line of a tract of land as conveyed to the City of University City by instrument recorded in Book 6290, Page 1393, North 00 degrees 14 minutes 16 seconds East, 259.12 feet to the south line of a tract of land as conveyed to Washington University by instrument recorded in Book 11923, Page 041 of above said records; thence along said south line, South 88 degrees 05 minutes 02 seconds East, 144.03 feet; then departing said north line, South 00 degrees 00 minutes 00 seconds West, 255.52 feet to the POINT OF BEGINNING

Containing 31,763 square feet or 0.729 acres, more or less.

**EXHIBIT B**

**Boundary Map of the Proposed District**





**EXHIBIT C**  
**FIVE YEAR PLAN**  
**711 AND 717 KINGSLAND**  
**COMMUNITY IMPROVEMENT DISTRICT**  
**DATED: April 15, 2024**

**Introduction**

Delmar Harvard LLC (the "*Petitioner*") proposes to create the 711 and 717 Kingsland Community Improvement District (the "*District*") pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended, (the "*CID Act*"). Section 67.1421 of the CID Act requires that the petition for the creation of the District be accompanied by a five-year plan which includes a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of the costs of these services and improvements to be incurred. This Five-Year Plan (the "*Plan*") is presented in order to comply with the statutory requirement referenced above.

Generally, a community improvement district is a statutory tool a municipality may implement in order to allow a specific area or section of the municipality to fund (either in part or in whole) certain improvements and services within certain defined boundaries by securing a portion of the area's own economic activity.

This Plan contains the following: (A) a description of the location and formation of the proposed District; (B) a description of the anticipated District revenues over a five-year period; (C) a summary of the improvements and services to be provided by the District over a five-year period; (D) an estimate of costs of the services and improvements to be incurred over a five-year period (including, without limitation, the anticipated sources of funds to pay the costs and the terms of term of the sources used to pay the costs); and (E) an anticipated schedule for the District's improvements, activities and services over a five-year period. This Plan is an integral and composite part of the Petition for the Creation of a Community Improvement District to which it is attached.

**A. District Location and Formation**

The proposed District consists of approximately 1.65 acres of land located at 711 and 717 Kingsland Avenue in the City of University City, Missouri (the "*City*"). The proposed District is contiguous.

The District is proposed to be a political subdivision of the State of Missouri. The District, pursuant to the CID Act, is empowered to provide a variety of public services and to finance a number of different public improvements within its boundaries, which services and improvements will be paid for from revenues from taxes imposed within its boundaries.

**B. District Revenues**

The District is proposed to raise revenues by imposing an additional sales and use tax (the "*District Sales Tax*") at the rate of one percent (1%) on all taxable retail sales within its boundaries which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as

amended, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable or video services and such other exclusions as may be applicable under Missouri law. The imposition of the District Sales Tax is subject to approval by the qualified voters within the District. To the extent that there are no registered voters within the District, the CID Act provides that the qualified voters are the owners of one or more parcels of real property located within the District per the county tax records as of the thirtieth day before the date of the applicable election. Once the District is established by ordinance of the City, the District’s Board of Directors will submit the question of whether it shall be authorized to impose the District Sales Tax to the qualified voters for approval.

**C. Summary of Improvements and Services to be Provided**

The purpose of the proposed District is to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip certain public improvements within its boundaries, and to support business activity and economic development in the District and to provide services and activities as allowed under Section 67.1461 of the CID Act. The District will impose the District Sales Tax to finance and administer these improvements and services as provided under the CID Act.

To fund any or all of its activities in connection with the exercise of any of the above or any other powers of the District under Section 67.1461 of the CID Act, the District may borrow money from any public or private source and issue obligations and provide security for repayment of the same as provided in the CID Act.

Specifically, the District is proposed to provide funding for various public improvements (as further described below) within the District boundaries, which public improvements are anticipated to be made in connection with the development, operation and maintenance of a new hotel within the District (together with any related public improvements, activities or services outlined in this Section C., the “CID Project”). The estimated cost of the CID Project is \$1,357,361, as described below:

Item	Amount*
Site Work (saw cutting, storm water pollution prevention, demolition of asphalt/hardscape/utilities, tree removal/protection, cut and fill, grading)	\$18,505
Utility Work (sanitary, storm sewer, water)	\$254,260
Construction of Public Improvements (asphalt paving, concrete paving, street patching, curb & gutter, parking lot signs and lights, sidewalks, monument signs, retaining walls, fencing, landscaping, general conditions)	\$1,084,596
<b>Total**</b>	<b>\$1,357,361</b>

\* The amount in each budget category is an estimate. Savings in one budget category may be applied to additional costs incurred in other budget categories.

\*\* Excludes costs of issuance and accrued interest on obligations issued by the District to finance the CID Project.

The District may fund any portion of the costs of acquisition, design, construction, operation and maintenance of the CID Project. District Sales Tax revenues may be used to fund in part either direct costs of the CID Project or financing costs of the CID Project, or both, although it is anticipated that the District will issue obligations to finance the costs of the CID Project.

On an annual basis, the District Sales Tax revenues will be applied as follows: (a) first, to fund the on-going administrative costs of the District, the amount of which will be determined by the District's Board of Directors in connection with the adoption of the annual budget of the District, and (b) second, to fund the costs of the CID Project or any obligations issued by the District to finance the costs of the CID Project. This formula will be applied throughout the term of the District.

The CID Act mandates that existing City services will continue to be provided within a proposed District at the same level as before the District was created (unless services are decreased throughout the City) and that any District services shall be in addition to existing City services. The Petitioner anticipates that City services will continue to be provided within the District at the same level as before the District was created, and the District will not cause the level of City services within the District to diminish. Without the additional funding provided by the District, the Petitioner would not be able to adequately develop, operate and maintain the CID Project.

**D. Estimate of Costs of Services and Improvements to be Incurred**

The total estimated cost of the CID Project over the initial five-year period is approximately \$1,357,361. As stated above, District Sales Tax revenues may be used to fund in part either direct costs of the CID Project or financing costs of the CID Project, or both, although it is anticipated that the District will issue obligations to finance the costs of the CID Project. It is anticipated that the Petitioner will advance costs of the CID Project and the District will reimburse Petitioner for such costs over the term of the District.

**E. Anticipated Schedule**

Below is a summary of the improvements, activities and services to be provided over the initial five-year period:

<u>Year</u>	<u>Improvements, Activities and Services</u>
2024	<ul style="list-style-type: none"> <li>• Establish District</li> <li>• District's Board of Directors Authorizes Imposition of District Sales Tax</li> <li>• District Holds Mail-In Election to Impose District Sales Tax</li> <li>• District Provides Financing for a Portion of the Costs of the CID Project</li> </ul>
2025	<ul style="list-style-type: none"> <li>• District Provides Financing for a Portion of the Costs of the CID Project</li> <li>• District Provides for the collection of District Sales Tax</li> <li>• District provides for its On-Going Administration</li> </ul>

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<b><u>Year</u></b>	<b><u>Improvements, Activities and Services</u></b>
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- |             |  |
|-------------|--|
| <b>2026</b> | <ul style="list-style-type: none"><li>• District Provides Financing for a Portion of the Costs of the CID Project</li><li>• District Provides for the collection of District Sales Tax</li><li>• District provides for its On-Going Administration</li></ul> |
|-------------|--|
- 

- |             |  |
|-------------|--|
| <b>2027</b> | <ul style="list-style-type: none"><li>• District Provides Financing for a Portion of the Costs of the CID Project</li><li>• District Provides for the collection of District Sales Tax</li><li>• District provides for its On-Going Administration</li></ul> |
|-------------|--|
- 

- |             |  |
|-------------|--|
| <b>2028</b> | <ul style="list-style-type: none"><li>• District Provides Financing for a Portion of the Costs of the CID Project</li><li>• District Provides for the collection of District Sales Tax</li><li>• District provides for its On-Going Administration</li></ul> |
|-------------|--|
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**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>PH20240513-03</b>
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<b>SUBJECT/TITLE:</b> Public Hearing - CDBG Reallocation of 2023 Funds			
<b>REQUESTED BY:</b> Brooke A. Smith, Deputy City Manager		<b>DEPARTMENT / WARD</b> Public Works	
<b>AGENDA SECTION:</b>	Public Hearings	<b>CAN ITEM BE RESCHEDULED?</b>	No
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b> N/A			
<b>FISCAL IMPACT:</b> \$87,890 in CDBG Funds from St. Louis County will be reallocated to a different Public Works Project			
<b>AMOUNT:</b>	\$87,890	<b>ACCOUNT No.:</b>	n/a
<b>FROM FUND:</b>	n/a	<b>TO FUND:</b>	n/a
<b>EXPLANATION:</b> This public hearing is intended to provide citizens with the opportunity to provide input on the reallocation of Program Year 2023 CDBG funding.			

**STAFF COMMENTS AND BACKGROUND INFORMATION:**  
On August 8, 2022, the City Council voted to allocate \$87,890 to CDBG funds to street improvements on Braddock Drive. Because the the funds were not released in a timely matter by St. Louis County, the repaving of Braddock was placed in last year's CIP and the work has been completed. As such, staff is asking to have those funds reallocated for the Kempland Place, Polk Avenue, and Greensfelder parking repaving project.

<b>CIP No.</b>	
<b>RELATED ITEMS / ATTACHMENTS:</b> 1. Public Hearing Handout	

<b>LIST CITY COUNCIL GOALS (S):</b>			
<b>RESPECTFULLY SUBMITTED:</b>	City Manager, Gregroy Rose	<b>MEETING DATE:</b>	May 13, 2024

**St. Louis County Department of Planning  
Office of Community Development  
Community Development Block Grant (CDBG) OVERVIEW**

**WHAT IS CDBG?**

The U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- to moderate-income persons.

**NATIONAL OBJECTIVES**

All activities funded by the CDBG program must meet one of the following National Objectives:

1. Primarily benefit low- and moderate-income residents.
2. Eliminate slums and blight.
3. Alleviate urgent, serious, and critical community needs that are of recent origin.

**ELIGIBLE ACTIVITIES**

- **Infrastructure & Public Facilities Improvements** - Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, such as streets, sidewalks, parks, water and sewer facilities, sanitary sewers, neighborhood centers, parking lots, fire stations, and ADA accessibility enhancements.
- **Clearance Activities** - Clearance, demolition, and removal of buildings.
- **Public Services** - Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, homebuyer down payment assistance, utility payments, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government.
- **Rehabilitation & Preservation Activities** - CDBG funds may be used to finance the rehabilitation of:
  - Privately owned buildings and improvements for residential purposes.
  - Low-income public housing and other publicly owned residential buildings and improvements.
  - Publicly or privately owned commercial or industrial buildings, except that the rehabilitation of such buildings owned by a private for-profit business is limited to improvements to the exterior of the building and the correction of code violations.
  - Nonprofit-owned nonresidential buildings and improvements.

**INELIGIBLE ACTIVITIES**

- Improvements to buildings used for conduct of government such as a city hall.  
Exceptions: Police/fire stations, community centers, ADA improvements to government buildings.
- General government expenses such as regular trash pickup.
- Political activities such as campaigns, voter registration drives.
- Activities that support religious worship or proselytizing.



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

<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>CA20240513-01</b>
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<b>SUBJECT/TITLE:</b> Liquor License for JAG Ventures, LLC, d.b.a King's Food Mart 4 - 8341 Olive Blvd. 63132			
<b>PREPARED BY:</b> Keith Cole - Director of Finance		<b>DEPARTMENT / WARD:</b> Finance / All	
<b>AGENDA SECTION:</b> Consent	<b>CAN ITEM BE RESCHEDULED?:</b> Yes		
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b> City Manager recommends the approval of the Liquor License			
<b>FISCAL IMPACT:</b> Liquor License fee - \$375			
<b>AMOUNT:</b>	N/A	<b>ACCOUNT No.:</b>	N/A
<b>FROM FUND:</b>	N/A	<b>TO FUND:</b>	N/A
<b>EXPLANATION:</b> King's Food Mart 4 has applied for Intoxicating Liquor Not More Than 22%, by the Package, Retail liquor license, including Sunday Liquor License.			
<b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b> The Applicant / Managing Officer is Herman Singh. A background check / investigation by the Police Department revealed no disqualifying information. Department Approval has been granted from all necessary departments. Since the application is by the package, retail, the five recommendations from University City citizens are not required. Petition from business owners within a radius of 200 feet is not required due to applying by package, retail. A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business. 2023 personal property tax record for the applicant indicates payment of taxes. Current voter registration documentation for the applicant was provided.			
<b>CIP No.</b>			
<b>RELATED ITEMS / ATTACHMENTS:</b> 1. Application for Liquor License 2. Inter-Office Memorandum Report from the Police Department			
<b>LIST CITY COUNCIL GOALS (S):</b> Economic Development			
<b>RESPECTFULLY SUBMITTED:</b>	City Manager, Gregory Rose	<b>MEETING DATE:</b>	May 13, 2024



**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 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 checked="" 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   |



<b>I. BUSINESS APPLYING FOR LICENSE:</b>		
<b>A. BUSINESS NAME AND TYPE</b> Kingsford Mart 4 JAG Ventures LLC		Gas Station Retail
		<input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company
<b>B. DESCRIPTION OF PREMISES AND ADDRESS:</b>		<b>C. PHONE:</b>
DESCRIPTION: Shell Gas Station		314-716-
ADDRESS: 8341 Olive Blvd		3580
HOURS OF OPERATION: 6AM - 12AM Everyday		
<b>II. MANAGING OFFICER:</b>		
<b>A. NAME: (LAST)</b> Singh		(FIRST) Herman
		(MIDDLE INITIAL) P
<b>B. ADDRESS, CITY &amp; ZIP CODE:</b> 4356 Walker Ln Apt A		<b>C. PHONE:</b> 314-304-3594
<b>D. DATE OF BIRTH:</b>	<b>F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)</b> 314-304-3594	
<b>G. PREVIOUS ADDRESS: (IF NOT AT PRESENT ADDRESS FOR 5 YEARS OR MORE)</b> 1060 Old Ave, 41 Fenton, MO 63020		
<b>H. IF FOREIGN BORN, PLEASE DATE COUNTRY, PLACE AND STATE OF NATURALIZATION:</b>		
<b>I. MISSOURI RESIDENT SINCE: (MONTH &amp; YR)</b> JAN 1998	<b>K. TOWNSHIP:</b> Fenton, Valley Park, Florissant	<b>L. COUNTY:</b> St. Louis
<b>M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:</b> AIA Ventures LLC, Conoco Gas Station		
<b>N. NAME OF CORPORATION, PARTNERSHIP OR CLUB: (IF APPLICABLE)</b> AIA Ventures LLC, BHS Ventures LLC, ABS Limited LLC		
<b>FOR PARTNERSHIP OR LIMITED PARTNERSHIP</b>		<b>NUMBER OF MEMBERS:</b>
<b>A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY)</b> N/A		
<b>FOR CORPORATION OR LIMITED LIABILITY COMPANY</b>		<b>NUMBER OF MEMBERS:</b>
<b>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)</b> N/A		
<b>OTHER PERSONS</b>		<b>NUMBER OF MEMBERS:</b>
<b>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)</b> N/A		
<b>B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED: (USE PAGE 7 IF NECESSARY)</b> Retail Sales / Gas Station		

III. OTHER INFORMATION	
A. IS APPLICANT A QUALIFIED VOTER IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	B. IS APPLICANT AN ASSESSED, TAX PAYING CITIZEN IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
C. HAS APPLICANT PREVIOUSLY HELD A LIQUOR LICENSE OF ANY TYPE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM D)	D. EXPLAIN (WHEN, WHERE?) ATA - Liquor License HBS - Liquor License
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)	F. EXPLAIN (WHEN, WHERE?)
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)	H. EXPLAIN (WHEN, WHERE?) HBS - Cashier Jai Gameshall - Cashier
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)	
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)	
K. INDICATE THE TYPE OF BUSINESS, IF ANY, APPLICANT PROPOSES TO CONDUCT ON PREMISES IN ADDITION TO SALE OF INTOXICATING LIQUOR: <input type="checkbox"/> RESTAURANT <input type="checkbox"/> HOTEL DINING ROOM <input type="checkbox"/> OTHER (PLEASE EXPLAIN) <u>N/A</u>	
L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ <u>40,000</u> OTHER (INCLUDING LIQUOR) \$ _____	
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)	
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	AMOUNT OWED: <u>N/A</u>
	ADDRESS, CITY, STATE, & ZIP:
PHONE:	OCCUPATION:


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

Comes now Herman P. Singh 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 20<sup>th</sup> OF March 2024.

  
\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 4/19/2027

LARETTE REESE  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
MY COMMISSION EXPIRES APRIL 18, 2027  
ST. LOUIS COUNTY  
COMMISSION #15634888

**THIS SECTION FOR CITY USE ONLY**

**APPROVALS:**

<b>Police Chief</b> _____	<b>Date:</b> _____
<b>Comments:</b>	
<b>Community Development</b> _____	<b>Date:</b> _____
<b>Comments:</b>	
<b>City Manager</b> _____	<b>Date:</b> _____
<b>Comments:</b>	

**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) Singh (FIRST) Herman (MIDDLE INITIAL) P

B. BUSINESS NAME: JAG Ventures LLC, dba King's Food Mart 4 PHONE NUMBER: 314-304-3594

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

Title of Applicant Owner

Date 3/5/24

**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.

*N/A*

1) Date: \_\_\_\_\_ Na me: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

2) Date: \_\_\_\_\_ Na me: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

3) Date: \_\_\_\_\_ Na me: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

4) Date: \_\_\_\_\_ Na me: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

5) Date: \_\_\_\_\_ Na me: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_



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

N/A

**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**

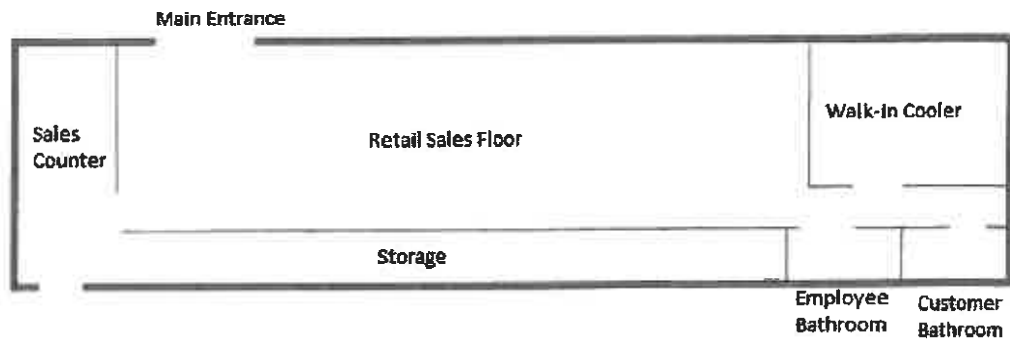
(Attach additional sheet if necessary)

**VII. ADDITIONAL INFORMATION**

USE THIS SHEET FOR ANY ADDITIONAL INFORMATION. LIST PAGE, SECTION, AND LETTER TO WHICH THE INFORMATION APPLIES.

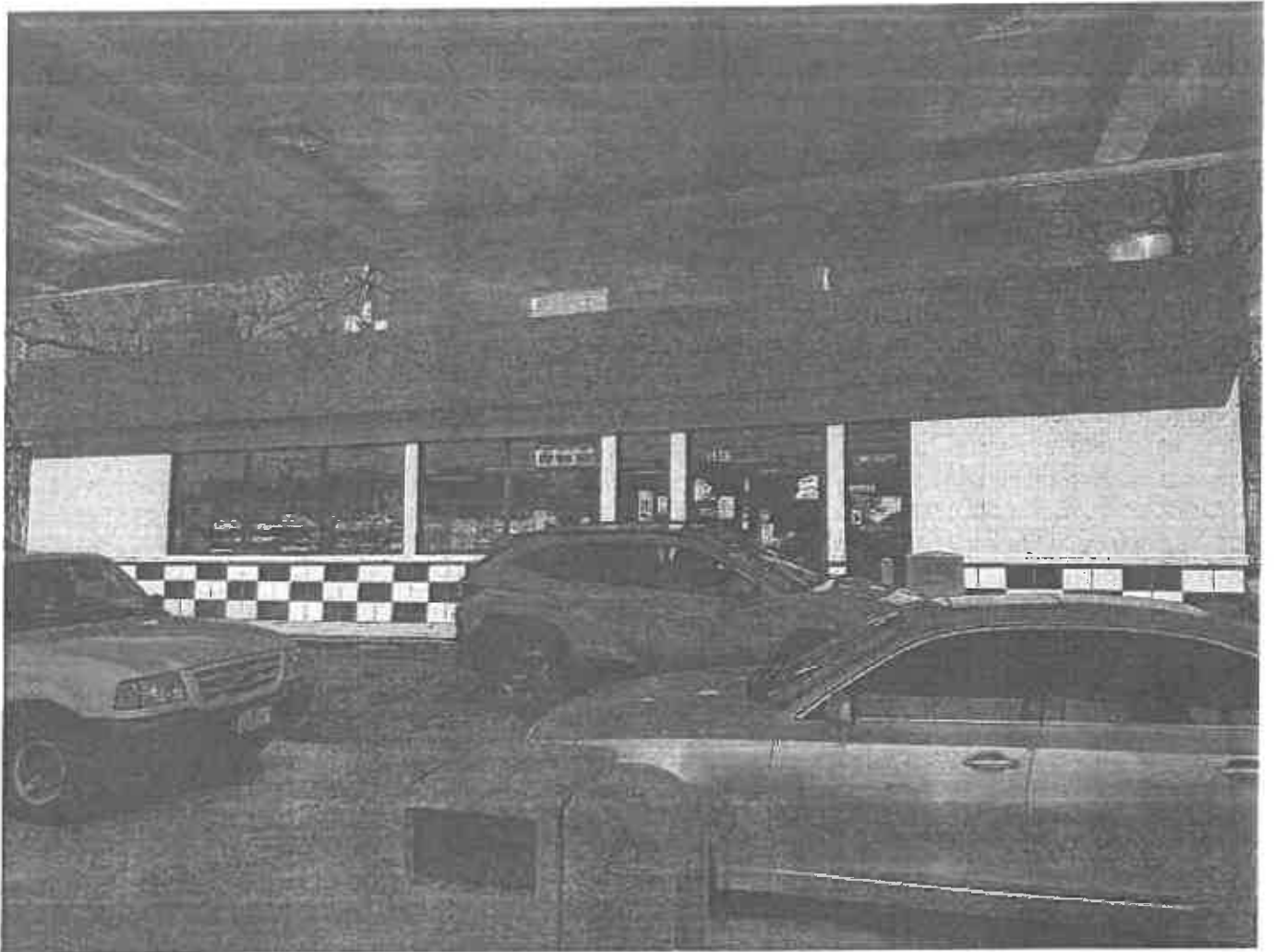
PAGE	SECTION	LETTER	ADDITIONAL INFORMATION

## Liquor License Diagram



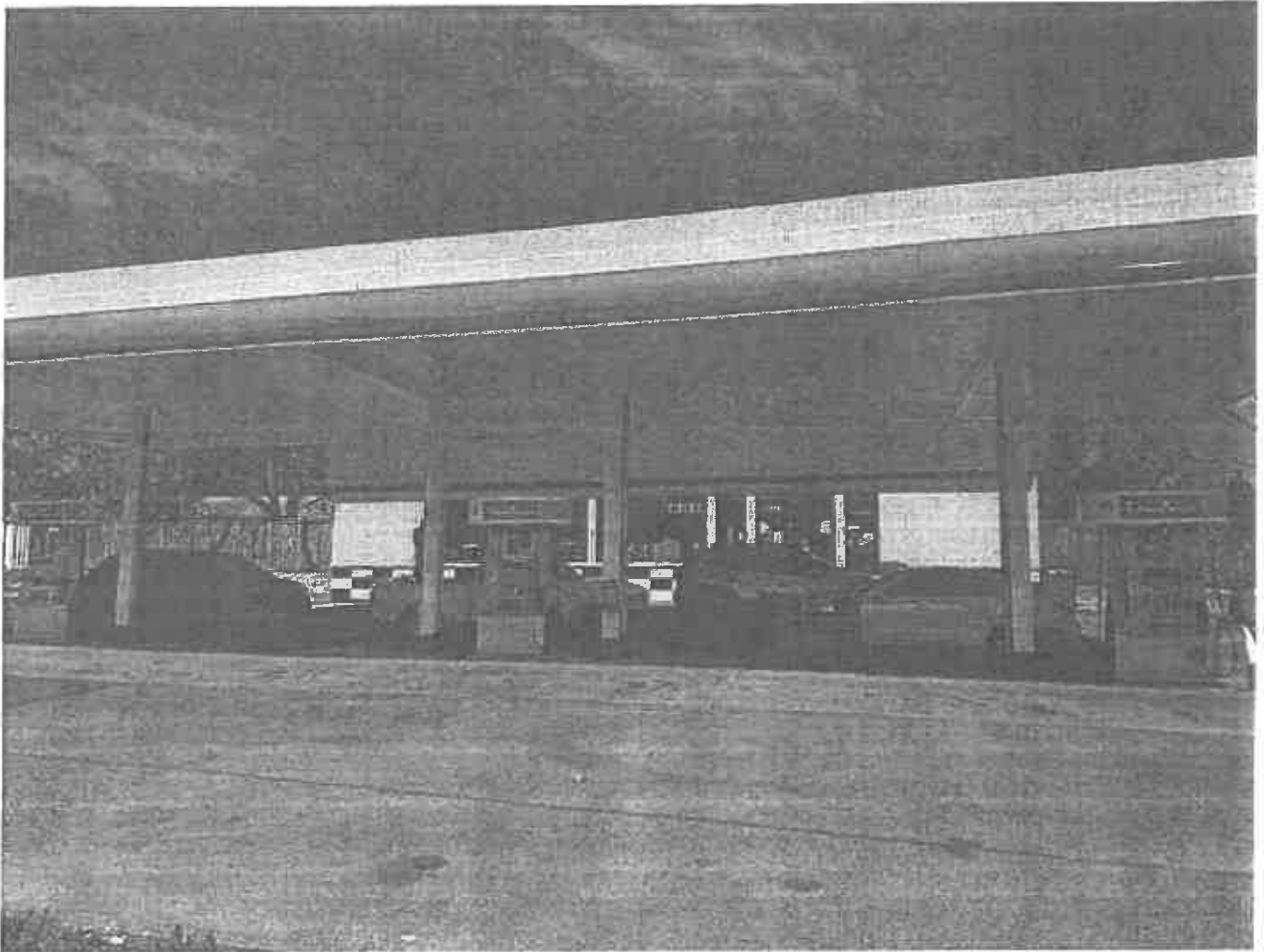
Description: All Beer products will be placed in the walk-in cooler, and any wine related items will be placed on the sales floor. Specifically the wine will be placed in the 3rd aisle of the sales floor which is across from storage. All liquor items will be placed in the sales counter area. Specifically, on the back wall facing the retail sales floor.





3/20/24, 12:25 PM

image1.jpeg



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

JAG VENTURES LLC  
CAROL SHARKEY  
11710 ADMIN DR STE 12  
SAINT LOUIS, MO 63146-3419

DATE: 03/20/2024  
VALID THROUGH: 06/18/2024  
UNIVERSITY CITY

**CERTIFICATE OF NO TAX DUE**

MISSOURI ID: 28160720  
Notice Number 2046335498

To Whom It May Concern: The Department of Revenue, State of Missouri, certifies the above listed taxpayer has filed all required returns and paid all sales or withholding tax due, including penalties and interest, and does not owe any sales and withholding tax, as of March 19, 2024. This review does not include returns that are not required to be filed as of this date 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



University City Police Department

**Inter-office Memo**



Date: 4/1/2024

**TO:** Colonel Hampton, Chief of Police DSN 391  
**FROM:** Lieutenant Shawn Whitley DSN 372  
**SUBJECT:** Kings Food Mart 8341 Olive BLVD (Liquor License Application)  
**CC:**

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**Business**

JAG Ventures LLC, DBA  
King's Food Mart 4  
8341 Olive Blvd.  
University City MO, 63132

**Applicant/Owner**

**Applicant:** Herman Singh  
**Home Address:** 4356 Walk Lane  
St. Louis MO. 63121

**D.O.B:**  
**SSN:** N/A  
**Phone:** 314-304-3594

Sir,

I have reviewed the findings of the investigation completed by Detective Nodari concerning the liquor license application submitted by, **JAG Venture LLC, DBA; Kings Food Mart, 8341 Olive Blvd, University City, MO 63132.** Det. Nodari's investigation was thorough and revealed no cause for a denial for a City of University Liquor License as applied for by Herman Singh of Kings Food Mart.

Respectfully Submitted,

Lieutenant Shawn Whitley DSN 372

Chief Larry Hampton DSN 391

Chief Larry Hampton 391



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

<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>CA20240513-02</b>
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<b>SUBJECT/TITLE:</b> Ratification of Fund Transfer - Fleet Maintenance (Internal Service Fund)			
<b>REQUESTED BY:</b> Keith Cole, Director of Finance		<b>DEPARTMENT / WARD:</b> Finance / All	
<b>AGENDA SECTION:</b> Consent	<b>CAN ITEM BE RESCHEDULED?:</b> Yes		
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b> City Manager recommends ratifying the fund transfer from General Fund to the Internal Service Fund (Fleet Maintenance).			
<b>FISCAL IMPACT:</b> General Fund cash reduced by \$190,000 and Internal Service Fund cash increases by \$190,000.			
<b>AMOUNT:</b>	\$190,000	<b>ACCOUNT No.:</b>	1001
<b>FROM FUND:</b>	General Fund (01-1001)	<b>TO FUND:</b>	IS Fund (02-1001)
<b>EXPLANATION:</b> As part of the budget process, the General Fund transfers funds into the Internal Service Fund for their operations. Over the next couple months, remaining fiscal year, estimated expenses will be roughly \$66,000 in payroll, \$75,000 in outstanding invoices, and \$49,000 in operations for a total of \$190,000.			
<b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b> Of the \$190,000, majority of the costs will be used towards operations, roughly 65%. The City is still down 2 Mechanics, so the City is using on-site services from Peterbilt-St. Louis to assist the 2 mechanics when necessary.			
<b>CIP No.</b>			
<b>RELATED ITEMS / ATTACHMENTS:</b> N/A			
<b>LIST CITY COUNCIL GOALS (S):</b> Prudent Fiscal Management			
<b>RESPECTFULLY SUBMITTED:</b>	City Manager, Gregory Rose	<b>MEETING DATE:</b>	May 13, 2024





CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM

NUMBER:  
For City Clerk Use CA20240513-03

<b>SUBJECT/TITLE:</b> CDBG Reallocation of 2023 Funds			
<b>PREPARED BY:</b> Brooke A. Smith		<b>DEPARTMENT / WARD:</b> Public Works	
<b>AGENDA SECTION:</b> Consent	<b>CAN ITEM BE RESCHEDULED?:</b> No		
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b> City Manager			
<b>FISCAL IMPACT:</b> \$87,890 in CDBG Funds from St. Louis County will be reallocated to a different Public Works Project			
<b>AMOUNT:</b>	\$87,890	<b>ACCOUNT No.:</b>	N/A
<b>FROM FUND:</b>	N/A	<b>TO FUND:</b>	N/A
<b>EXPLANATION:</b> Staff is submitting an application to St. Louis County to have the CDBG funds for program year 2023 reallocated to a different project.			
<b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b> On August 8, 2022, the City Council voted to allocate \$87,890 to CDBG funds to street improvements on Braddock Drive. Because the the funds were not released in a timely matter by St. Louis County, the repaving of Braddock was placed in last year's CIP and the work has been completed. As such, staff is asking to have those funds reallocated for the Kempland Place, Polk Avenue, and Greensfelder parking repaving project.			
<b>CIP No.</b>	N/A		
<b>RELATED ITEMS / ATTACHMENTS:</b> 1. Application - Request for Reallocation of Funds			
<b>LIST CITY COUNCIL GOALS (S):</b> 1. Improved Infrastructure 2. Prudent Fiscal Management			
<b>RESPECTFULLY SUBMITTED:</b>	City Manager, Gregroy Rose	<b>MEETING DATE:</b>	May 13, 2024





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# Community Development Block Grant Program

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## Request for Reallocation of Funds

### **STOP! BEFORE YOU SUBMIT THIS FORM, DID YOU:**

- ✓ Publicize your public hearing at least 10 days in advance?
- ✓ Notify all residents of your public hearing using at least one of the three approved methods?
- ✓ Use the sample public hearing notice in its entirety?
- ✓ Hold the hearing at an accessible location and time?
- ✓ Sign this application?
- ✓ Complete the Justification for Reallocating Funds on page 2?
- ✓ Include a complete activity description with EXACT locations?

When you have completed all of the steps above, submit this application and all attachments to the attention of your CD specialist at 500 Northwest Plaza Dr, Suite 801, St. Ann, MO 63074.

St. Louis County Department of Human Services  
Office of Community Development  
**Community Development Block Grant - Request for Reallocation of Funds**

Municipality City of University City, 6801 Delmar Blvd. 63130

Contact Name and Title Brooke A. Smith

Contact Phone Number 314-505-8536

Contact Email bsmith@ucitymo.org

Amount	From (Fund Year/Name of Activity)	To (Fund Year/Name of Activity)
\$ 87,890.00	2023/Street Imp-Braddock Drive	2024/Street Imp.-Kempland Place, Polk Ave., Greensfelder Parking lot
\$		
\$		
\$		

**REQUIRED ATTACHMENTS CHECKLIST**

- Documentation of Public Notice** - Check at least one:
  - Copy of advertisement in the Post-Dispatch
  - Copy of flyer, newsletter, or other publication distributed to every household in jurisdiction
  - Photos of posting in at least three public sites within jurisdiction, labelled with address and date
- Public Hearing Sign-in Sheet**
- Public Hearing Minutes** - Minutes should be signed or approved and clearly describe citizen comments.
  - Minutes are attached
  - Minutes will follow on date: After May 13, 2024
- Written Comments** -- Check all that apply:
  - Comments are attached
  - No comments were submitted Confirm after May 13, 2024
  - Comments were not incorporated into final application. Explanation attached.
- Conflict of Interest Statement** - If any elected official in your jurisdiction will directly benefit from a planned CDBG activity, attach an explanation of how your community selected the planned activity.

Terry Crow

Printed Name of Chief Elected Official

Mayor

Title of Chief Elected Official

X

Signature of Chief Elected Official

Date

**JUSTIFICATION FOR REALLOCATING FUNDS**

Because CDBG funds are subject to numerous administrative requirements as well as an annual expenditure deadline, it is critical that CDBG activities are carried out as originally planned. Reallocating funds to new activities often results in substantial time delays and requires considerable additional efforts on the part of the Office of Community Development staff.

To ensure wise use of resources, municipalities are strongly encouraged to carry out their CDBG activities as originally planned and to view reallocating CDBG funds as a last resort.

**Please explain why carrying out your originally planned activity using CDBG funds would be impracticable or imprudent due to unforeseen circumstances. Attach supporting documentation as necessary.**

The 2023 CDBG funds were approved for the repaving of Braddock Drive, however, because the HUD and the County did not release the funds or give approval to move forward last year, the repaving of Braddock was placed in last year's CIP and has been completed. Therefore, we are requesting to reallocate the 2023 funds and use them for the Kempland Place, Polk Avenue and Greensfelder Parking lot, repaving project.  
(See attached Map)

The 2024 funds would stay as originally planned for the repaving of Rushmoore, Malibu Ct, and Briar Ct.

**Did you consider any alternatives that would have enabled you to carry out your originally planned activity? If so, what were they and why were they rejected?**

The repaving of Braddock was not approved by HUD due to the fact that Braddock Drive is located on a Special Flood Hazard Area, therefore the funds weren't released by County.

**NEW ACTIVITY #1 DESCRIPTION**

TYPE OF ACTIVITY: **Overlay and Parking Lot**

**SCOPE & LOCATION**

- **Infrastructure & Public Facility Improvements:** Use engineering and quantitative descriptions, as necessary. Provide exact locations or addresses below and attach a map. Do not list "various locations throughout municipality;" only specific locations will be accepted.
- **Public Service Activities:** Describe activity locations and indicate how funds will be utilized.
- **Demolition:** Provide exact property addresses and describe any redevelopment plans.
- **Home Improvement Program (HIP):** *Do not complete scope or location information for this activity.*

Repaving project Locations:

-Kempland Place, from Fullerton Avenue, north to end of street. Approximately 290'.

-Polk Avenue, Begin at approximately 145' north of Fullerton Ave. at existing joint. End at existing joint approximately 160' north of Fullerton Ave. on Abundant Life Dr. Approximately 475' of road.

-Greensfelder Parking lot :Asphalt surface lot that is surrounded by Polk Ave. and Abundant Life Dr. Approximately 285' x 80'.

**NATIONAL OBJECTIVE** - Select one for the above activity:

- Low-Moderate Area Benefit (LMA)** Activity benefits all residents in a particular area where at least 51% of the residents are low-moderate income, as determined by census data. See eligible areas in **GREEN** on the municipal map.  
Examples: streets, sidewalks, parks
- Low-Moderate Clientele Benefit (LMC)** Activity specifically benefits low-moderate income residents either by certifying income or by targeting a population presumed to be low-moderate income such as abused children, victims of domestic violence, elderly, severely disabled adults, homeless, illiterate adults, persons living with AIDS, and migrant farm workers.  
Examples: ADA curb ramps, public services
- Home Improvement Program (HIP)** This activity is administered by St. Louis County Office of Community Development. Income documentation is certified by St. Louis County on a confidential case-by-case basis.
- Slum & Blight (SBS/SBA)** Activity addresses slums or blight on an area or spot basis.  
Example: demolition of dangerous properties

**ACTIVITY FUNDING**

CDBG Funding Allocated for Activity	\$ 87,890.00
Other Funding Allocated for Activity	\$
<b>Total Allocated for Activity</b>	<b>\$ 87,890.00</b>

**WILL THIS ACTIVITY CREATE A CONFLICT OF INTEREST?**  No  Yes

**Example:** activity includes improvements to a street on which an elected official lives

**IF YES,** please attach an explanation of how your community selected this planned activity. If any elected official will directly benefit from this activity, he/she should abstain from voting on it, and this should be reflected in the approved public hearing minutes. Contact your CD Specialist for further instruction as soon as possible.



**Locations:**

- **Kempland Place:** From Fullerton Avenue, north to end of street. Approximately 290' of road.
- **Polk Avenue:** Begin at approximately 145' north of Fullerton Ave. at existing joint. End at existing joint approximately 160' north of Fullerton Ave. on Abundant Life Dr. Approximately 475' of road.
- **Parking Lot:** Asphalt surface lot that is surrounded by Polk Ave. and Abundant Life Dr. Approximately 285' x 80'

**NOTICE OF PUBLIC HEARING**

**Publication Date** April 29, 2024

The City of University City will hold a public hearing to discuss the estimated reallocation of \$ 87,890.00 in Community Development Block Grant funds for fund year(s) 2023. The public hearing will be held at 6:30  am  pm on May 13, 2024, at City Hall, 5th Floor, 6801 Delmar Blvd., University City, MO, 63130

To further its commitment to fair and equitable treatment of all citizens, the City of University City has enacted and/or enforces the following:

*A Fair Housing Ordinance* prohibiting unlawful discrimination against any person because of race, sex, color, religion, disability, familial status or national origin;

*A Policy of Nondiscrimination on the Basis of Disability* in the admission or access to, or employment in, its federally assisted programs or activities;

*A Policy of Equal Opportunity to Participate in Municipal Programs and Services* regardless of race, color, religion, sex, age, disability, familial status, national origin, or political affiliation;

*A requirement for bidding on CDBG activities that promotes* employment opportunities created by HUD funding and that these opportunities be afforded low-income community residents and businesses.

If you would like information regarding the above policies or if you believe you have been unlawfully discriminated against, contact the following municipal official or employee who has been designated to coordinate compliance with the equal employment opportunity requirements referenced above. Additionally, if you are unable to attend the public hearing, you may provide written comments regarding the Community Development Block Grant Program to the following municipal official:

Brooke Smith, Deputy City Manager  
NAME/TITLE  
6801 Delmar Blvd. University City, MO. 63130  
ADDRESS CITY STATE ZIP  
314-505-8536  
PHONE

If you are a person with a disability or have special needs in order to participate in this public hearing, please contact 314-505-8605 no later than 12:00pm the day of the meeting

For More Information Call:  
314-862-6767 VOICE  
800-735-2966 TDD  
1-800-735-2466 RELAY MISSOURI VOICE  
1-800-735-2966 RELAY MISSOURI TDD  
**Equal Opportunity Employer**

**CDBG PUBLIC HEARING SIGN-IN SHEET**

**Purpose:** To discuss the reallocation of \$ 87,890.00 in Community Development Block Grant funds from 2023 year(s).

**Municipality** City of University City

**Date** May 13, 2024 **Time** 6:30 pm

**Location (name and address)** City Hall, 5th Floor, 6801 Delmar Blvd., University City, MO, 63130

**Please sign in below, even if you do not plan to speak.**

Name of Attendee	Address
1.	
2.	
3.	
4.	
5.	
6.	
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8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	

**No attendees**

**St. Louis County Department of Planning  
Office of Community Development  
Community Development Block Grant (CDBG) OVERVIEW**

**WHAT IS CDBG?**

The U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- to moderate-income persons.

**NATIONAL OBJECTIVES**

All activities funded by the CDBG program must meet one of the following National Objectives:

1. Primarily benefit low- and moderate-income residents.
2. Eliminate slums and blight.
3. Alleviate urgent, serious, and critical community needs that are of recent origin.

**ELIGIBLE ACTIVITIES**

- **Infrastructure & Public Facilities Improvements** - Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, such as streets, sidewalks, parks, water and sewer facilities, sanitary sewers, neighborhood centers, parking lots, fire stations, and ADA accessibility enhancements.
- **Clearance Activities** - Clearance, demolition, and removal of buildings.
- **Public Services** - Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, homebuyer down payment assistance, utility payments, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government.
- **Rehabilitation & Preservation Activities** - CDBG funds may be used to finance the rehabilitation of:
  - Privately owned buildings and improvements for residential purposes.
  - Low-income public housing and other publicly owned residential buildings and improvements.
  - Publicly or privately owned commercial or industrial buildings, except that the rehabilitation of such buildings owned by a private for-profit business is limited to improvements to the exterior of the building and the correction of code violations.
  - Nonprofit-owned nonresidential buildings and improvements.

**INELIGIBLE ACTIVITIES**

- Improvements to buildings used for conduct of government such as a city hall.  
Exceptions: Police/fire stations, community centers, ADA improvements to government buildings.
- General government expenses such as regular trash pickup.
- Political activities such as campaigns, voter registration drives.
- Activities that support religious worship or proselytizing.





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

<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>CA20240513-04</b>
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<b>SUBJECT/TITLE:</b> LSBD Loan Agreement			
<b>PREPARED BY:</b> Brooke A. Smith		<b>DEPARTMENT / WARD:</b> City Manager's Office	
<b>AGENDA SECTION:</b>	Consent	<b>CAN ITEM BE RESCHEDULED?</b>	No
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b> City Manager recommends approval.			
<b>FISCAL IMPACT:</b> The General Fund will be reduced by \$75,000			
<b>AMOUNT:</b>	\$75,000	<b>ACCOUNT No.:</b>	TBD
<b>FROM FUND:</b>	General Fund	<b>TO FUND:</b>	Loop Business District
<b>EXPLANATION:</b> The Loop Special Business District has experienced a decrease in tax revenues which has resulted in cash flow issues. They have requested a loan from the city that will be repaid with their annual revenues.			
<b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b> The Loop Special Business District requested an advance of their real estate tax and business license fees in the amount of \$75,000 due to cash flow issues. Staff is recommending the funds be advanced as a no-interest loan to be repaid with their real estate taxes and business license fees. The city currently receives these funds on behalf of LSBD and will retain the funds until the loan is repaid in full.			
<b>CIP No.</b>	N/A		
<b>RELATED ITEMS / ATTACHMENTS:</b> 1. Letter from LSBD Chair 2. Loan Agreement			
<b>LIST CITY COUNCIL GOALS (S):</b> Economic Development			
<b>RESPECTFULLY SUBMITTED:</b>	City Manager, Gregroy Rose	<b>MEETING DATE:</b>	May 13, 2024



**The Loop Special Business District**

P.O. Box 300249  
University City, MO 63130  
(314) 283-3588

April 15, 2024

City Manager Gregory Rose

Via E-Mail ([grose@ucitymo.org](mailto:grose@ucitymo.org))

**Re: Advance to University City Loop Special Business District**

Dear Mr. Rose:

The LSBSD is requesting an advance of their real estate tax and business license fee portion in the amount of \$75,000.

The LSBSD board approved this request at the special meeting held on April, 12, 2024. This money will be used to facilitate the events, marketing of the Loop, new trash cans, painted bicycle racks, trash removal etc. passed by the EDRST board for fiscal year 2024.

Sincerely,

A handwritten signature in black ink, appearing to read "Derek Deaver". The signature is stylized and includes a long horizontal flourish extending to the right.

Derek Deaver  
LSBD Chair

## LOAN AGREEMENT

The City of University City, Missouri, (the “City”), a Missouri municipal corporation, and the Loop Special Business District (the “LSBD”), a Missouri political subdivision, hereby enter into this Loan Agreement this \_\_\_\_ day of May, 2024.

### RECITALS:

A. The LSBD was established by City Ordinance No. 5247 (10/20/1980), as a mechanism whereby merchants and property owners can collectively enhance their environment and promote retail trade activities, as provided in Sections 71.790 through 71.808 RSMo. See Municipal Code Section 120.880.

B. For the purpose of paying the costs and expenses incurred in the operation of the LSBD, and the provision of authorized services and improvements, businesses and individuals licensed by the City to do business within the territorial boundaries of the LSBD are subject to an additional business license tax and owners of real property within the territorial boundaries of the LSBD are subject to an additional real property tax. The business license and real property taxes are collected by the City and held in a special account for dispersal to the LSBD with the approval of the City Council. See Municipal Code Section 120.910.

C. The City Council has the sole discretion as to how the revenues of the LSBD are used. To assist in exercising this discretion, the LSBD Advisory Commission (the “Advisory Commission”) was created, consisting of seven members who own real property or a licensed business within the territorial boundaries of the LSBD. See Municipal Code Section 120.940.

D. The Advisory Commission has the responsibility of performing the administrative functions of the LSBD, including developing and maintaining an overall plan of action for the LSBD, and creating and maintaining a line-item budget for any existing revenue and any anticipated revenue of the LSBD for the year following the date of the last-published budget. See Municipal Code Section 120.950.

E. The Advisory Commission has requested a loan from the City in the principal sum of seventy-five thousand dollars (\$75,000), to be repaid from its future business license and real property taxes. The Advisory Commission intends to use the loan funds for authorized LSBD services and improvements, which may include, but not limited to, events, marketing, new trash cans, painted bicycle racks, and trash removal. The City is willing to make the loan, subject to the terms and conditions set forth herein.

### TERMS AND CONDITIONS:

1. City shall loan the LSBD the principal sum of seventy-five thousand dollars (\$75,000) on or before June 30, 2024. The LSBD shall use the loan funds for authorized LSBD services and improvements, which may include, but not be limited to, events, marketing, new trash cans,

painted bicycle racks, and trash removal. The LSBD shall comply with all applicable laws pertaining to the use of the loan funds.

2. The LSBD shall repay the sum of seventy-five thousand dollars (\$75,000) to the City during the 2025 fiscal year (July 1, 2024 – June 30, 2025) from business license and real property taxes collected by the City and placed in a special account pursuant to Municipal Code Section 120.910. Upon receipt of any such business license or real property taxes, the City may immediately transfer them from the special account to the City’s General Fund until the principal sum of the loan has been paid in full. In the event the principal sum of the loan has not paid in full during the 2025 fiscal year, the remaining balance shall be paid in the same manner during successive fiscal years until paid in full. Interest shall not accrue on the principal sum of the loan.

3. This Loan Agreement shall not be assigned by the LSBD.

4. This Loan Agreement constitutes the entire agreement between the parties and there are no other agreements, representations, warranties or understandings relating to the subject matter hereof other than expressly set forth herein. This Loan Agreement may not be changed, modified or amended, in whole or in part, except in writing authorized and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Loan Agreement to be executed by their respective authorized officers as of the day and years first above written.

LOOP SPECIAL BUSINESS DISTRICT

By: \_\_\_\_\_  
Derek Deaver, Chairman

CITY OF UNIVERSITY CITY, MISSOURI

By: \_\_\_\_\_  
Gregory Rose, City Manager

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



<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>CA20240513-05</b>
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<b>SUBJECT/TITLE:</b> FY24 Facade Improvement Applications			
<b>PREPARED BY:</b> Brooke A. Smith		<b>DEPARTMENT / WARD:</b> Economic Development	
<b>AGENDA SECTION:</b>	Consent	<b>CAN ITEM BE RESCHEDULED?</b>	No
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b> City Manager recommends approval			
<b>FISCAL IMPACT:</b> The Facade Improvement Program line item in the EDRST Budget will be decreased by \$145,497			
<b>AMOUNT:</b>	\$145,497	<b>ACCOUNT No.:</b>	11-45-78
<b>FROM FUND:</b>	11-45-78-8170	<b>TO FUND:</b>	
<b>EXPLANATION:</b> FY24 Applications for Facade Improvement. Five (5) projects were recommended for approval by the EDRST Board, not to exceed \$145,497.			
<b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b> The FY24 Economic Development budget included \$150,000 for Facade Improvement. Six (6) projects were submitted to the EDRST for consideration on February 29th. Five (5) were approved as noted in the transmittal letter, for a total of \$145,497. The application for Hatchet Haus was not approved because at the time of application, they had not executed a lease with the owner of the building.			
<b>CIP No.</b>			
<b>RELATED ITEMS / ATTACHMENTS:</b> 1. Transmittal Letter 2. Summary of Applications 3. Applications			
<b>LIST CITY COUNCIL GOALS (S):</b> Economic Development Prudent Fiscal Management			
<b>RESPECTFULLY SUBMITTED:</b>	City Manager, Gregroy Rose	<b>MEETING DATE:</b>	May 13, 2024





## Economic Development Retail Sales Tax Board

6801 Delmar Boulevard, University City, MO 63130 – Phone: 314-862-6767

March 20, 2024

Gregory Rose, City Manager  
City of University City  
6801 Delmar Boulevard  
University City, MO 63130

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

### **RE: Actions Taken at February 29<sup>th</sup> Special Session**

Dear Mr. Rose and Ms. Reese,

At its special meeting on Thursday, February 29<sup>th</sup> at 6:00 pm, the Economic Development Retail Sales Tax Board took the following actions:

1. 6 Yes, 2 Absent to recommend denial of funding for Artisans in the Loop.
2. 6 Yes, 2 Absent to recommend denial of funding for iNeighborhoods – Bear Studios.
3. 6 Yes, 2 Absent to recommend approval of funding for Midwest Associate of Farmers Market, not to exceed \$17,000.
4. 6 Yes, 2 Absent to recommend denial of funding for Meramac Capital.
5. 6 Yes, 2 Absent to recommend denial of funding for Hatchet Haus.
6. 6 Yes, 2 Absent to recommend approval of funding for Mannequins in the Loop, not to exceed \$20,000.
7. 6 Yes, 2 Absent to recommend approval of funding for SHED, not to exceed \$16,250.
8. 6 Yes, 2 Absent to recommend approval of funding for Well U Café, not to exceed \$77,200.
9. 6 Yes, 2 Absent to recommend approval of funding for LSBDD, not to exceed \$275,000 for eight (8) applications.
10. 6 Yes, 2 Absent; to recommend approval of the following Façade Improvement

applications:

- a. International Market – Coin Laundry located at 8430 & 8500 Olive, not to exceed \$30,000
- b. Meramac Capital LLC located at 6307 & 6309 Delmar Blvd., not to exceed \$30,000
- c. Macc Boyz Properties, LLC located at 7267, 7271, & 7273 Olive Blvd., not to exceed \$43,397.
- d. Urban Sprouts located 6757, 6767, 6773 Olive Blvd., not to exceed \$45,000 (Brendan O'Brien abstained from voting on this application)
- e. Mary G. Properties located at 6267 & 6275 Delmar Blvd, not to exceed \$2,000

The application submitted by Hatchet Haus was not approved by the board.

Please do not hesitate to contact me with any questions.

Sincerely,

*Kathy Sorkin*

Kathy Sorkin, Chairperson  
Economic Development Retail Sales Tax Board



# Facade Improvement Program 2024

CITY OF UNIVERSITY CITY



ECONOMIC DEVELOPMENT



# FACADE IMPROVEMENT PROGRAM

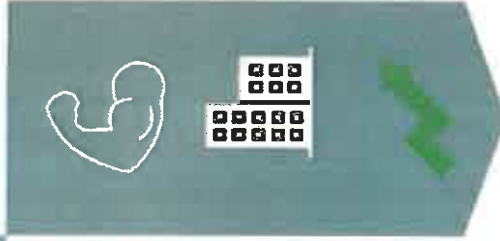
This program is designed to facilitate private sector investment in making these desired exterior improvements. The program offers financial assistance, in the form of a matching grant up to \$15,000, to commercial property owners or business owners seeking to rehabilitate commercial building facades in any of the City's commercial areas.

## Key Goals

To strengthen and expand the commercial base of University City.

To improve the architectural and aesthetic appearance of the City's commercial corridors.

To increase business by making commercial area and individual businesses more attractive.



**URBAN SPROUTS CHILD  
DEVELOPMENT CENTER**

**6767 &  
6777 Olive Blvd.**

**TOTAL PROJECT COST- \$216,716  
AMOUNT REQUESTED- \$30,000**

**Improvements**

- **Landscaping**
- **Tuckpointing**
- **New Fence w/mural**
- **Updated Security Systems**
- **Updated Signage**

**6777 OLIVE BLVD.**

**6767 OLIVE BLVD.**



# Urban Sprouts Renderings



**MAGG BOYZ  
PROPERTIES, LLC**

**7267-73  
OLIVE BLVD.**

**TOTAL PROJECT COST- \$88,297  
AMOUNT REQUESTED- \$43,397**

**Improvements**

- **Replace doors**
- **New Glass windows**
- **Landscaping**
- **New energy efficient Lighting**
- **Updated Security Systems**
- **Reseal Parking Lot**

**REAR of BUILDING**



**7273 Olive Blvd.**



**7271 Olive Blvd.**

**7267 Olive Blvd.**



**MAGG BOYZ PROPERTIES LLC**  
**Renderings**



**7273 Olive Blvd.**

**7271 Olive Blvd.**

**7267 Olive Blvd.**



# **International Grocer & Coin Laundry Mat**

**8430 &  
8500 Olive Blvd.**

**TOTAL PROJECT COST- \$13,562**  
**AMOUNT REQUESTED- \$30,000**

## **Improvements**

- **Awning installation**
- **New door installation**
- **signage installation**
- **Powering washing**
- **Tuckpointing**

**8430 OLIVE BLVD.**

**8500 OLIVE BLVD.**



**Mary Gorman**

**6267 & 6273**

**TOTAL PROJECT COST- \$4,000**

**AMOUNT REQUESTED- \$2,000**

**Improvements**

- **New awning installation**
- **Reupholster of existing awning structure.**

**6277 DELMAR BLVD.**

**6273 DELMAR BLVD.**





**Greg Belger**

**6307&6309 Delmar**

**PROJECT TOTAL COST- \$60,000**

**REQUESTED AMOUNT- \$30,000**

**Improvements**

- **New Lighting**
- **Security Cameras**
- **Repair of Front Deck**
- **Power Washing**
- **Tuck pointing**

**6309 Delmar Blvd**

**Front**



**6307 Delmar Blvd**

**Front**



**6307/09 Delmar Blvd**

**Rear**



# Hatchet Haus

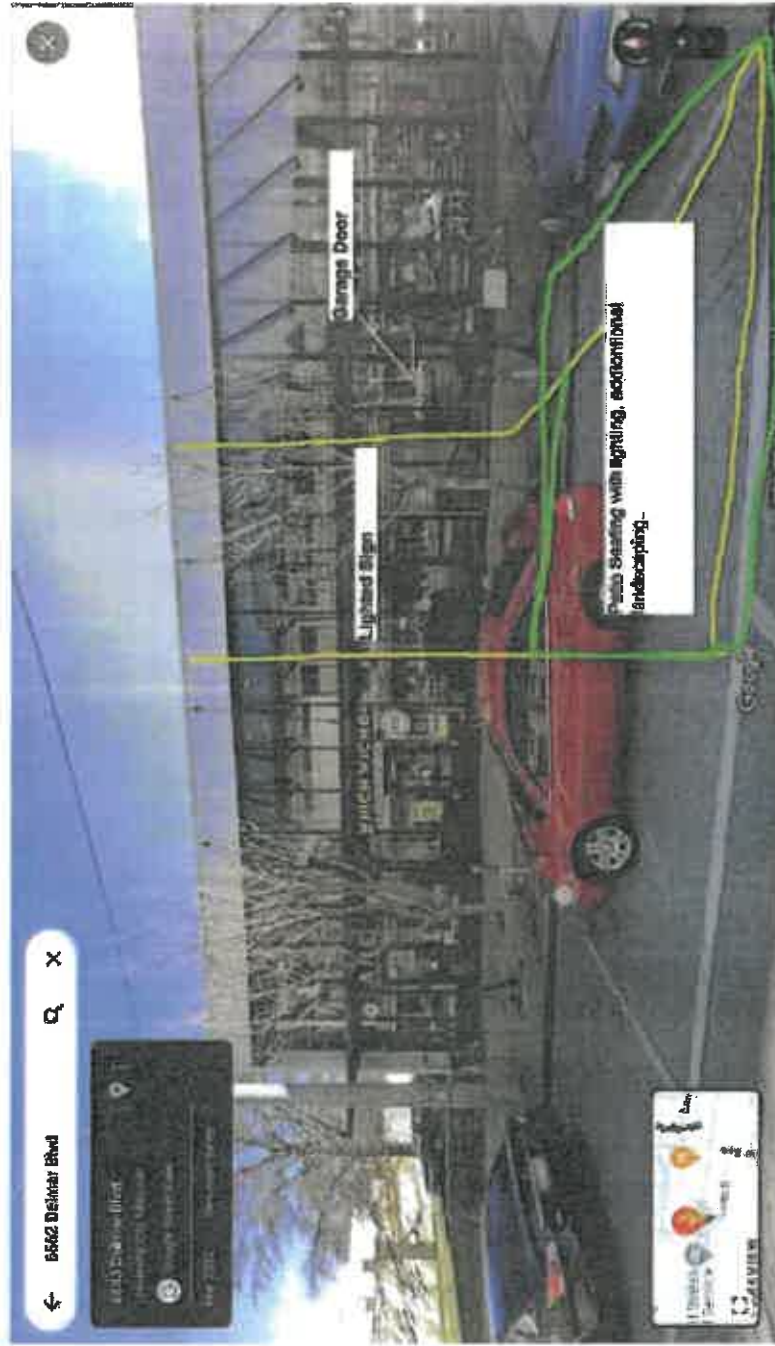
6662-G Delmar

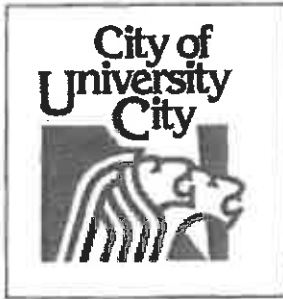
TOTAL PROJECT AMOUNT- \$20,200.

AMOUNT REQUESTED- \$10,100

## Improvements

- New lighted signage
- Front window, garage door window conversion
- Refurbishing Sidewalk and Front Parking spaces
- Outdoor dining furniture/landscaping





## University City Façade Improvement Program

The City of University City (City) recognizes the positive impact individual façade improvements can have on the overall appearance, quality and vitality of the City's Commercial Districts. The program is in keeping with the economic development strategies outlined in the City's 2005 Comprehensive Plan Update, section C-2 ("Improve the physical appearance of all commercial districts").

The Program is designed to facilitate private sector investment in making these desired exterior improvements. The Program offers financial assistance, in the form of a matching grant up to \$15,000, to commercial property owners or business owners seeking to rehabilitate commercial building facades in any of the City's commercial areas. Mixed-use structures may be eligible for a reduced award of up to \$10,000. Several key goals of the Program are:

- To strengthen and expand the commercial base of University City.
- To improve the architectural and aesthetic appearance of the City's commercial corridors.
- To provide opportunities for owners and tenants to participate in the revitalization of their properties by stimulating private investment in the City's commercial districts.
- To generate additional revitalization by focusing the investment on improvements visible to customers, neighboring merchants, and residents.
- To increase business by making commercial areas and individual businesses more attractive.

### Eligibility to Apply

- Applicants must demonstrate the capacity to fund their share of the project
- Property must be free from any judgment liens and all mortgage and tax obligations must be current
- The property owner and all tenants must have current occupancy permits and business licenses on file with City Hall
- The property owner must provide proof of property and casualty insurance
- The Program is open to all commercially and industrially zoned areas in University City. Please confirm the zoning district of your property before applying. Vacant buildings will be reviewed on a case-by-case basis and may be rendered ineligible
- Buildings zoned commercial or industrial are eligible under the Program. Mixed-use properties are eligible for a reduced award, not to exceed \$10,000.
- Building owner must demonstrate approval of proposed improvement.
- Proposed projects on Olive Blvd must be in compliance with the Olive Boulevard Design Guidelines to receive funding through the Program. Guidelines are available from University City Department of Planning and Development, 6801 Delmar Blvd, University City, 63130 or at <http://www.uCitymo>

[.org/index.aspx?mid=468](#)

- Special consideration will be given to minority-owned, women-owned, immigrant-owned, or veteran-owned businesses
- Priority will be given to those who have never received funding

#### **Generally Eligible Improvements**

The following is a list that includes a sampling of improvements that may include, but are not limited to, classification of projects eligible for program funding:

- Exterior painting, re-siding, or professional cleaning
- Restoration of exterior finishes and materials
- Masonry repairs and tuck pointing
- Removal of architecturally inappropriate or incompatible exterior finishes and materials
- Repair or replacement of windows and doors (if replacement, windows and doors must be architecturally appropriate)
- Window and cornice flashing and repair
- Canopy or awning installation or repair
- Wall, window, hanging, and monument signs advertising the business
- Exterior lighting
- Landscaping
- Security systems (including metal roll down gates, window bars, cameras)
- Trash and mechanical enclosures

The City of University City may require building permits for some of the eligible improvements listed above. It is critical that business and building owners work with City Zoning staff on designs and obtain all necessary permits before beginning work. If approved, work must commence within ninety (90) days and the work must be completed in the fiscal year funds are awarded. One extension may be granted on a case-by-case basis.

#### **Generally In-Eligible Improvements**

Including, but not limited to the following activities are not eligible for the program:

- Improvements in progress, initiated, or completed prior to application approval
- Routine maintenance not part of an eligible façade improvement project
- Billboards
- Roofing
- Mechanicals and HVAC systems
- New building construction
- Pylon, temporary, or roof signs
- Interior window displays
- Labor performed by unlicensed contractor
- Improvements to in-eligible establishments or those outside the designated property area
- Improvement to the building interior

The City reserves the right to accept, reject or modify any application. Submission of an

application in no way guarantees funding. Funding is limited. The determination of eligibility and priority for assistance is at the discretion of the City of University City's Department of Economic Development,

**Property Improvement Standards**

All construction must be in compliance with the Olive Boulevard Design Guidelines (for properties on Olive), the City's building codes and all other applicable laws and regulations including zoning laws.

**Terms and Conditions**

1. All necessary permits and approvals must be obtained from the City of University City Department of Planning and Development before work is commenced. All work is to be performed to the satisfaction of the City of University City Building Inspectors.
2. Applicant and property owner must sign the Program Agreement.
3. Applicant must receive both a signed Program Agreement and a Notice to Proceed from the City's Director of Economic Development prior to commencement of construction.
4. Any use of funds must comply with federal, state and local regulations concerning historic properties and environmental review.
5. In the event of competing applications for the limited funds, City staff will assess applications using the following criteria:
  - A. Consistency with the City's goals and objectives in the Comprehensive Plan;
  - B. Projects resulting in the occupancy of a presently vacant building;
  - C. Amount of total investment leveraged against Economic Development Retail Sales Tax funds
  - D. Minority-owned, women-owned, immigrant-owned, or veteran-owned businesses will receive priority.
  - E. Receipt of previous Program funding (first time applicants will have priority over repeat applicants).



## University City Commercial Façade Improvement Program Application

Date of Application: 16th Jan 2024

### I. APPLICANT AND BUSINESS INFORMATION

Name of Applicant: MARY GORMAN

Name of Business: MARY GORMAN

Business Address: 6273 DELMAR 3W N City MO 63130

Project Address (if different): ANNINGS OVER 6273-4 6267 DELMAR

Phone Number: 314-537-9852 E-mail Address: marygorman@mac.com Shops

Type of Business: COMMERCIAL & RESIDENTIAL REAL ESTATE

Minority/Women/Veteran Owned?  If Yes, please provide documentation.

### II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name of Property Owner: AS ABOVE

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

### III. PROJECT FINANCING INFORMATION

Total Project Cost: \$4000 -

Amount of Grant Funds Requested: 1/2

Percentage of Total Project Cost Requested: \$2000 -

(Maximum funding request cannot exceed 50% of the proposed project cost, up to \$15,000)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130  
or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org).

Please explain how the applicant's portion of the project will be financed (loan, etc.). Include any documentation and supporting evidence of applicant's ability to finance their portion of the project.

PAY MYSELF

#### IV. PROPOSED FACADE IMPROVEMENTS

Please provide a summary of the proposed project and how the requested funds will be used. Be specific in describing the project elements. Attach additional pages if necessary. Note: A pre-application meeting and/or site visit with the applicant and City may be necessary to understand the scope and nature of the project.

AN EXISTING FRAME SHALL BE USED FOR  
THE AWNING AT 6275 DELMAR

A ENTIRELY NEW FRAME + AWNING WILL BE  
USED AT 6267 DELMAR, IT WILL "BALANCE"  
THE BUILDING - SEE PHOTO

Please provide a project schedule and a tentative completion date. (Example, within six months, as soon as possible, summer, etc.)

NOTE: Applicant must complete project within one (1) year of application approval

WEATHER PERMITTING, APPROX 3 MTS

#### V. ADDITIONAL SUBMISSIONS AND REQUIREMENTS

1. Color photographs of the existing building exterior. Need to show all sides of the building, with emphasis on the area to be improved
2. Design plans/renderings of the anticipated façade improvements, including any signage
3. Three (3) bids from contractors detailing the following:
  - Description of the materials to be used and the construction procedure
  - Itemized cost estimate of the project
4. Applicants, if a tenant, must provide signature approval from the property owner (see below)
5. Applicants must show they are free from any liens and mortgage & tax obligations, and property and casualty insurance are current
6. By signing below, applicant agrees:
  - Façade improvements will comply with all applicable city codes, ordinances, and the Olive Boulevard Design Guidelines (if applicable).
  - To complete the façade improvements within fiscal year (July 1, 2022 – June 30, 2023)
  - To attend a pre-application meeting with City staff, if needed

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130 or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org).



**VI. CERTIFICATION**

Please read the following and sign below. **Property owner and tenant must sign, if different.**

The information contained in this application is accurate to the best of my knowledge. Applicants understand that personal, business and/or property information may be requested pursuant to this application and hereby give their consent for such information to be provided. The City of University City retains the sole decision as to whether this grant application is approved, denied, or modified.

Applicant agrees to accept future maintenance and other associated costs occurring after the completion of the project. Applicant also agrees to allow the City to provide and maintain landscape elements (flower planters, etc.) along the building façade when appropriate.

**APPLICANT**

MARY

Name (print)

OWNER

Title

*Mary Gorman*  
Signature

Date

16th Jan 2024

**PROPERTY OWNER (if different)**

GORMAN

Name (print)

MARY GORMAN

Title

Signature

Date

=====

**FOR OFFICE USE ONLY**

Approved Amount of Funding: \_\_\_\_\_ Parcel ID Number (St. Louis County): \_\_\_\_\_

Business License and Occupancy Permit current? YES  NO

Project Approved as stated in Application YES  NO

If No, Explain Modifications \_\_\_\_\_

Application Approved:

Signature

Print Name

Date

Applicant Notified to Proceed:

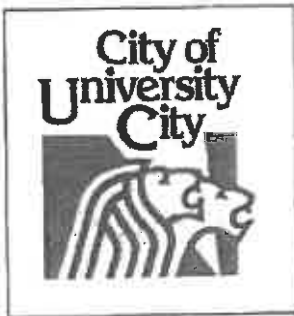
Date

Notification Method (Email, Phone, etc.)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130  
or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org).

### Tentative Schedule for Façade Improvement Applications 2024

Dec 11th– Jan 2 <sup>nd</sup>	Staff to advertise/market the program
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Mar 1 <sup>st</sup> – July 31 <sup>st</sup> :	Work to commence, Projects completed by July 31 <sup>st</sup> .



## University City Façade Improvement Program

The City of University City (City) recognizes the positive impact individual façade improvements can have on the overall appearance, quality and vitality of the City's Commercial Districts. The program is in keeping with the economic development strategies outlined in the City's 2005 Comprehensive Plan Update, section C-2 ("Improve the physical appearance of all commercial districts").

The Program is designed to facilitate private sector investment in making these desired exterior improvements. The Program offers financial assistance, in the form of a matching grant up to \$15,000, to commercial property owners or business owners seeking to rehabilitate commercial building facades in any of the City's commercial areas. Mixed-use structures may be eligible for a reduced award of up to \$10,000. Several key goals of the Program are:

- To strengthen and expand the commercial base of University City.
- To improve the architectural and aesthetic appearance of the City's commercial corridors.
- To provide opportunities for owners and tenants to participate in the revitalization of their properties by stimulating private investment in the City's commercial districts.
- To generate additional revitalization by focusing the investment on improvements visible to customers, neighboring merchants, and residents.
- To increase business by making commercial areas and individual businesses more attractive.

### Eligibility to Apply

- Applicants must demonstrate the capacity to fund their share of the project
- Property must be free from any judgment liens and all mortgage and tax obligations must be current
- The property owner and all tenants must have current occupancy permits and business licenses on file with City Hall
- The property owner must provide proof of property and casualty insurance
- The Program is open to all commercially and industrially zoned areas in University City. Please confirm the zoning district of your property before applying. Vacant buildings will be reviewed on a case-by-case basis and may be rendered ineligible
- Buildings zoned commercial or industrial are eligible under the Program. Mixed-use properties are eligible for a reduced award, not to exceed \$10,000.
- Building owner must demonstrate approval of proposed improvement.
- Proposed projects on Olive Blvd must be in compliance with the Olive Boulevard Design Guidelines to receive funding through the Program. Guidelines are available from University City Department of Planning and Development, 6801 Delmar Blvd, University City, 63130 or at <http://www.uCitymo>

[.org/index.aspx?nid=468](#)

- Special consideration will be given to minority-owned, women-owned, immigrant-owned, or veteran-owned businesses
- Priority will be given to those who have never received funding

### **Generally Eligible Improvements**

The following is a list that includes a sampling of improvements that may include, but are not limited to, classification of projects eligible for program funding:

- Exterior painting, re-siding, or professional cleaning
- Restoration of exterior finishes and materials
- Masonry repairs and tuck pointing
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- Repair or replacement of windows and doors (if replacement, windows and doors must be architecturally appropriate)
- Window and cornice flashing and repair
- Canopy or awning installation or repair
- Wall, window, hanging, and monument signs advertising the business
- Exterior lighting
- Landscaping
- Security systems (including metal roll down gates, window bars, cameras)
- Trash and mechanical enclosures

The City of University City may require building permits for some of the eligible improvements listed above. It is critical that business and building owners work with City Zoning staff on designs and obtain all necessary permits before beginning work. If approved, work must commence within ninety (90) days and the work must be completed in the fiscal year funds are awarded. One extension may be granted on a case-by-case basis.

### **Generally In-Eligible Improvements**

Including, but not limited to the following activities are not eligible for the program:

- Improvements in progress, initiated, or completed prior to application approval
- Routine maintenance not part of an eligible façade improvement project
- Billboards
- Roofing
- Mechanicals and HVAC systems
- New building construction
- Pylon, temporary, or roof signs
- Interior window displays
- Labor performed by unlicensed contractor
- Improvements to in-eligible establishments or those outside the designated property area
- Improvement to the building interior

The City reserves the right to accept, reject or modify any application. Submission of an

application in no way guarantees funding. Funding is limited. The determination of eligibility and priority for assistance is at the discretion of the City of University City's Department of Economic Development,

**Property Improvement Standards**

All construction must be in compliance with the Olive Boulevard Design Guidelines (for properties on Olive), the City's building codes and all other applicable laws and regulations including zoning laws.

**Terms and Conditions**

1. All necessary permits and approvals must be obtained from the City of University City Department of Planning and Development before work is commenced. All work is to be performed to the satisfaction of the City of University City Building Inspectors.
2. Applicant and property owner must sign the Program Agreement.
3. Applicant must receive both a signed Program Agreement and a Notice to Proceed from the City's Director of Economic Development prior to commencement of construction.
4. Any use of funds must comply with federal, state and local regulations concerning historic properties and environmental review.
5. In the event of competing applications for the limited funds, City staff will assess applications using the following criteria:
  - A. Consistency with the City's goals and objectives in the Comprehensive Plan;
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## University City Commercial Façade Improvement Program Application

Date of Application: 12/13/2023

### I. APPLICANT AND BUSINESS INFORMATION

Name of Applicant: Greg Belger  
Name of Business: 6307/6309 Delmar LLC  
Business Address: 7777 Bonhomme Ave 18th Floor, Clayton, MO 63105, United States  
Project Address (if different): 6307/6309 Delmar University City MO 63130  
Phone Number: 314 309 8328 E-mail Address: greg@belgerfinancialgroup.com  
Type of Business: Private Equity Firm  
Minority/Women/Veteran Owned?  If Yes, please provide documentation.

### II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name of Property Owner: 6307/6309 Delmar LLC / Meramac Capital  
Telephone Number: 314 309 8328  
E-mail Address: greg@belgerfinancialgroup.com  
Business Address: 7777 Bonhomme Ave 18th Floor, Clayton, MO 63105, United States

### III. PROJECT FINANCING INFORMATION

Total Project Cost: \$30,000  
Amount of Grant Funds Requested: \$15,000  
Percentage of Total Project Cost Requested: 50%

(Maximum funding request cannot exceed 50% of the proposed project cost, up to \$15,000)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130  
or email to [mrmiles@ucitymo.org](mailto:mrmiles@ucitymo.org).



Please explain how the applicant's portion of the project will be financed (loan, etc.). Include any documentation and supporting evidence of applicant's ability to finance their portion of the project.

Applicants portion will be paid cash out of pocket.

#### IV. PROPOSED FAÇADE IMPROVEMENTS

Please provide a summary of the proposed project and how the requested funds will be used. Be specific in describing the project elements. Attach additional pages if necessary. Note: A pre-application meeting and/or site visit with the applicant and City may be necessary to understand the scope and nature of the project.

Project involves utilizing funds for a comprehensive round of repairs, new windows, and a total brick restoration from April 2023 fire which will include refacing of the building and tuck pointing and exterior back wall repair from the fire damage. *New lighting Security Cameras, Repair Front deck. IT was built on top of the street drain and floods when it rains*

Please provide a project schedule and a tentative completion date. (Example, within six months, as soon as possible, summer, etc.)

NOTE: Applicant must complete project within one (1) year of application approval

#### V. ADDITIONAL SUBMISSIONS AND REQUIREMENTS

1. Color photographs of the existing building exterior. Need to show all sides of the building, with emphasis on the area to be improved
2. Design plans/renderings of the anticipated façade improvements, including any signage
3. Three (3) bids from contractors detailing the following:
  - Description of the materials to be used and the construction procedure
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6. By signing below, applicant agrees:
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Applicant agrees to accept future maintenance and other associated costs occurring after the completion of the project. Applicant also agrees to allow the City to provide and maintain landscape elements (flower planters, etc.) along the building façade when appropriate.

**APPLICANT**

**PROPERTY OWNER (if different)**

Greg Belger  
Name (print)

\_\_\_\_\_  
Name (print)

CEO & President/Fund Manager Me  
Title

\_\_\_\_\_  
Title

  
Signature

\_\_\_\_\_  
Signature

12-18-2023  
Date

\_\_\_\_\_  
Date



**FOR OFFICE USE ONLY**

Approved Amount of Funding: \_\_\_\_\_ Parcel ID Number (St. Louis County): \_\_\_\_\_

Business License and Occupancy Permit current? YES  NO

Project Approved as stated in Application YES  NO

If No, Explain Modifications \_\_\_\_\_

Application Approved:  
\_\_\_\_\_  
Signature

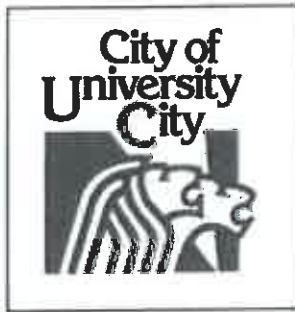
Print Name

Date

Applicant Notified to Proceed:

\_\_\_\_\_  
Date Notification Method (Email, Phone, etc.)

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### Eligibility to Apply

- Applicants must demonstrate the capacity to fund their share of the project
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- The property owner must provide proof of property and casualty insurance
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[.org/index.aspx?nid=468](#)

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### **Generally In-Eligible Improvements**

Including, but not limited to the following activities are not eligible for the program:

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- New building construction
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- Labor performed by unlicensed contractor
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**Property Improvement Standards**

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**Terms and Conditions**

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5. In the event of competing applications for the limited funds, City staff will assess applications using the following criteria:
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  - B. Projects resulting in the occupancy of a presently vacant building;
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Mar 1 <sup>st</sup> – July 31 <sup>st</sup> :	Work to commence, Projects completed by July 31 <sup>st</sup> .



## University City Commercial Façade Improvement Program Application

Date of Application: January 15th, 2024

### I. APPLICANT AND BUSINESS INFORMATION

Name of Applicant: Rhonda and Kiarla Taylor

Name of Business: Hatchet Haus Axe Throwing

Business Address: 6662 Delmar Blvd Suite C University City MO 63130

Project Address (if different): \_\_\_\_\_

Phone Number: 636-206-4937 E-mail Address: \_\_\_\_\_

Type of Business: Axe Throwing bar

Minority/Women/Veteran Owned?  If Yes, please provide documentation.

### II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name of Property Owner: BST Delmar, LLC

Telephone Number: \_\_\_\_\_

E-mail Address: V.Luongo@sbcglobal.net

Business Address: \_\_\_\_\_

### III. PROJECT FINANCING INFORMATION

Total Project Cost: \$ \$20,200.00

Amount of Grant Funds Requested: \$ 10,100.00

Percentage of Total Project Cost Requested: 50%

(Maximum funding request cannot exceed 50% of the proposed project cost, up to \$15,000)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130  
or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org).



Please explain how the applicant's portion of the project will be financed (loan, etc.). Include any documentation and supporting evidence of applicant's ability to finance their portion of the project.

- **Equity Investment:** We plan to contribute a portion of our own funds towards the project. This demonstrates our commitment and financial capability to support the initiative.
  - **Investor Contributions:** In addition to personal funds, we are in talks with potential investors who have shown interest in participating in the project.
  - **Government Grants/Subsidies:** We are exploring opportunities for securing government grants or subsidies that align with the project's objectives. We have submitted an application to ECONOMIC DEVELOPMENT RETAIL SALES TAX FUNDS FISCAL YEAR 2024 through university city.
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#### IV. PROPOSED FAÇADE IMPROVEMENTS

Please provide a summary of the proposed project and how the requested funds will be used. Be specific in describing the project elements. Attach additional pages if necessary. Note: A pre-application meeting and/or site visit with the applicant and City may be necessary to understand the scope and nature of the project.

The project aims to enhance the overall appeal and functionality of our business premises through several key elements. The requested funds will be allocated as follows:

1. **Lighted Store Front Sign:**
  - A modern and eye-catching lighted store front sign will be installed to enhance visibility and attract attention.
  - Specific funds will be allocated for the design, fabrication, and installation of the sign, ensuring it aligns with our brand identity.
2. **Front Windows to Garage Door Window Conversion:**
  - The existing front windows will be transformed into a garage door-style window, creating a dynamic and inviting storefront.
  - Allocated funds will cover the architectural modifications, materials, and installation to seamlessly integrate the garage door window, providing flexibility in engaging with passersby.
3. **Refurbishing Sidewalk and Front Parking Spaces:**
  - The sidewalk in front of the establishment will undergo refurbishment to ensure a safe and aesthetically pleasing pedestrian experience.
  - Front parking spaces will be transformed into an outdoor patio seating area, creating an inviting space for customers to enjoy their time.
  - Funds will be utilized for landscaping, furniture, lighting, and any necessary permits to optimize the outdoor seating area.

#### **Overall Project Goals:**

- Enhance visibility and curb appeal with a distinctive lighted store front sign.
- Increase customer engagement through the garage door window conversion.
- Create an attractive outdoor seating area to accommodate patrons.

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130 or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org).

By allocating funds to these specific elements, we aim to not only revitalize the physical appearance of our establishment but also create a more welcoming and versatile space for our customers.

**Lighted Store Front Sign:**

Design and Conceptualization: \$1,500.00

Fabrication of Sign: \$5,000

Installation Costs: \$1,000

Electrical Work (if required): \$500

**Total for Lighted Store Front Sign: \$6,500**

**Front Windows to Garage Door Window Conversion:**

Architectural Modifications: \$2,000

Materials (including garage door-style window): \$2,500

Installation Costs: \$2,000

**Total for Window Conversion: \$4,500**

**Refurbishing Sidewalk and Front Parking Spaces:**

Sidewalk Refurbishment: \$0

Outdoor Furniture and Decor: \$2,000

Landscaping: \$3,200

Lighting: \$1850

Permits and Approvals: \$150

**Grand Total Budget: \$20,200.00**

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Please provide a project schedule and a tentative completion date. (Example, within six months, Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130 or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org).

as soon as possible, summer, etc.)

#### Project Schedule: Enhancing Business Premises

##### Project Initiation (Week 1-2):

Finalize Design Concepts  
Obtain Necessary Permits  
Secure Contractors and Suppliers  
Lighted Store Front Sign (Week 1-3):

Design and Conceptualization (Week 2-4)  
Fabrication of Sign (Week 3-6)  
Front Windows to Garage Door Window Conversion (Week 4-6):

Architectural Modifications (Week 4-6)  
Window Materials Procurement (Week 7)  
Installation (Week 9)  
Refurbishing Sidewalk and Front Parking Spaces (Week 11-15):

Sidewalk Refurbishment (Week 11-12)  
Outdoor Furniture and Decor Procurement (Week 13)  
Landscaping (Week 14)  
Lighting Installation (Week 15)  
Final Touches and Quality Checks (Week 16-17):

Ensure all elements meet quality standards  
Address any outstanding issues  
Soft Opening and Marketing (Week 18-19):

Promote the enhanced premises  
Conduct a soft opening to gather feedback  
Official Completion (Week 20):

Officially unveil the transformed establishment  
Tentative Completion Date: Week 20

**NOTE: Applicant must complete project within one (1) year of application approval**

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## V. ADDITIONAL SUBMISSIONS AND REQUIREMENTS

1. Color photographs of the existing building exterior. Need to show all sides of the building, with emphasis on the area to be improved
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Applicant agrees to accept future maintenance and other associated costs occurring after the completion of the project. Applicant also agrees to allow the City to provide and maintain landscape elements (flower planters, etc.) along the building façade when appropriate.

**APPLICANT**

**PROPERTY OWNER (if different)**

Rhonda Taylor

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

CO-owner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Rhonda Taylor*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

01/15/2024

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**FOR OFFICE USE ONLY**

Approved Amount of Funding: \_\_\_\_\_ Parcel ID Number (St. Louis County): \_\_\_\_\_

Business License and Occupancy Permit current? YES  NO

Project Approved as stated in Application YES  NO

If No, Explain Modifications \_\_\_\_\_

Application Approved:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Applicant Notified to Proceed:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notification Method (Email, Phone, etc.)

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## **University City Façade Improvement Program**

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- To strengthen and expand the commercial base of University City.
- To improve the architectural and aesthetic appearance of the City's commercial corridors.
- To provide opportunities for owners and tenants to participate in the revitalization of their properties by stimulating private investment in the City's commercial districts.
- To generate additional revitalization by focusing the investment on improvements visible to customers, neighboring merchants, and residents.
- To increase business by making commercial areas and individual businesses more attractive.

### **Eligibility to Apply**

- Applicants must demonstrate the capacity to fund their share of the project
- Property must be free from any judgment liens and all mortgage and tax obligations must be current
- The property owner and all tenants must have current occupancy permits and business licenses on file with City Hall
- The property owner must provide proof of property and casualty insurance
- The Program is open to all commercially and industrially zoned areas in University City. Please confirm the zoning district of your property before applying. Vacant buildings will be reviewed on a case-by-case basis and may be rendered ineligible
- Buildings zoned commercial or industrial are eligible under the Program. Mixed-use properties are eligible for a reduced award, not to exceed \$10,000.
- Building owner must demonstrate approval of proposed improvement.
- Proposed projects on Olive Blvd must be in compliance with the Olive Boulevard Design Guidelines to receive funding through the Program. Guidelines are available from University City Department of Planning and Development, 6801 Delmar Blvd, University City, 63130 or at <http://www.uCitymo>

[.org/index.aspx?nid=468](#)

- Special consideration will be given to minority-owned, women-owned, immigrant-owned, or veteran-owned businesses
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The following is a list that includes a sampling of improvements that may include, but are not limited to, classification of projects eligible for program funding:

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- Canopy or awning installation or repair
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- Interior window displays
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## University City Commercial Façade Improvement Program Application

Date of Application: 1/16/2024

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Name of Applicant: Urban Sprouts Child Development Center

Name of Business: Urban Sprouts Child Development Center

Business Address: 6757 Olive Blvd, University City, MO 63130

Project Address (if different): 6767 Olive Blvd, University City, MO 63130

Phone Number: (314) 997- 2259 E-mail Address: atheil@urbansproutscdc.org

Type of Business: Child Development Center

Minority/Women/Veteran Owned?  If Yes, please provide documentation.

### II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name of Property Owner: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

### III. PROJECT FINANCING INFORMATION

Total Project Cost: \$2,738,833

Amount of Grant Funds Requested: \$15,000.00

Percentage of Total Project Cost Requested: 0.05%

(Maximum funding request cannot exceed 50% of the proposed project cost, up to \$15,000)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130  
or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org).

Please explain how the applicant's portion of the project will be financed (loan, etc.). Include any documentation and supporting evidence of applicant's ability to finance their portion of the project.

Please see the additional Word document attached.

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#### IV. PROPOSED FAÇADE IMPROVEMENTS

Please provide a summary of the proposed project and how the requested funds will be used. Be specific in describing the project elements. Attach additional pages if necessary. Note: A pre-application meeting and/or site visit with the applicant and City may be necessary to understand the scope and nature of the project.

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Please provide a project schedule and a tentative completion date. (Example, within six months, as soon as possible, summer, etc.)

NOTE: Applicant must complete project within one (1) year of application approval

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#### V. ADDITIONAL SUBMISSIONS AND REQUIREMENTS

1. Color photographs of the existing building exterior. Need to show all sides of the building, with emphasis on the area to be improved
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Addison Theil  
Name (print)

\_\_\_\_\_  
Name (print)

Development Manager  
Title

\_\_\_\_\_  
Title

  
Signature

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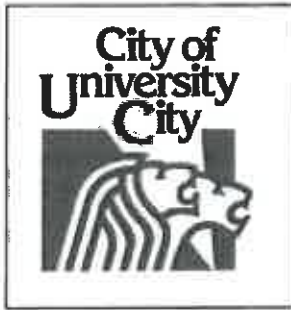
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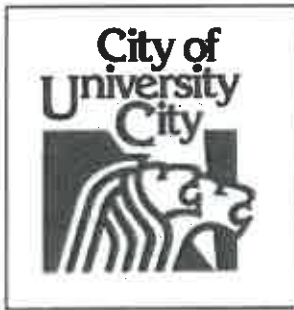
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(Maximum funding request cannot exceed 50% of the proposed project cost, up to \$15,000)

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or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org)

Please explain how the applicant's portion of the project will be financed (loan, etc.). Include any documentation and supporting evidence of applicant's ability to finance their portion of the project.

Please see the additional Word document attached.

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#### IV. PROPOSED FAÇADE IMPROVEMENTS

Please provide a summary of the proposed project and how the requested funds will be used. Be specific in describing the project elements. Attach additional pages if necessary. Note: A pre-application meeting and/or site visit with the applicant and City may be necessary to understand the scope and nature of the project.

Please see the additional Word document attached.

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Please provide a project schedule and a tentative completion date. (Example, within six months, as soon as possible, summer, etc.)

NOTE: Applicant must complete project within one (1) year of application approval

Please see the additional Word document attached.

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#### V. ADDITIONAL SUBMISSIONS AND REQUIREMENTS

1. Color photographs of the existing building exterior. Need to show all sides of the building, with emphasis on the area to be improved
2. Design plans/renderings of the anticipated façade improvements, including any signage
3. Three (3) bids from contractors detailing the following:
  - Description of the materials to be used and the construction procedure
  - Itemized cost estimate of the project
4. Applicants, if a tenant, must provide signature approval from the property owner (see below)
5. Applicants must show they are free from any liens and mortgage & tax obligations, and property and casualty insurance are current
6. By signing below, applicant agrees:
  - Façade improvements will comply with all applicable city codes, ordinances, and the Olive Boulevard Design Guidelines (if applicable).
  - To complete the façade improvements within fiscal year (July 1, 2022 – June 30, 2023)
  - To attend a pre-application meeting with City staff, if needed

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130 or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org)

VI. CERTIFICATION

Please read the following and sign below. Property owner and tenant must sign, if different.

The information contained in this application is accurate to the best of my knowledge. Applicants understand that personal, business and/or property information may be requested pursuant to this application and hereby give their consent for such information to be provided. The City of University City retains the sole decision as to whether this grant application is approved, denied, or modified.

Applicant agrees to accept future maintenance and other associated costs occurring after the completion of the project. Applicant also agrees to allow the City to provide and maintain landscape elements (flower planters, etc.) along the building façade when appropriate.

APPLICANT

PROPERTY OWNER (if different)

Addison Theil  
Name (print)

\_\_\_\_\_  
Name (print)

Development Manager  
Title

\_\_\_\_\_  
Title

  
Signature

\_\_\_\_\_  
Signature

01/16/2024  
Date

\_\_\_\_\_  
Date

=====

**FOR OFFICE USE ONLY**

Approved Amount of Funding: \_\_\_\_\_ Parcel ID Number (St. Louis County): \_\_\_\_\_

Business License and Occupancy Permit current? YES  NO

Project Approved as stated in Application YES  NO

If No, Explain Modifications \_\_\_\_\_

Application Approved:

\_\_\_\_\_  
Signature Print Name Date

Applicant Notified to Proceed:

\_\_\_\_\_  
Date Notification Method (Email, Phone, etc.)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130  
or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org)

MACC BOYZ PROPERTIES, LLC  
7267 Olive Blvd  
St. Louis, MO 63130

Dear Mr. Miles

My name is Jonathan McMiller and I am the operations director for MACC Boyz Properties, LLC. Our mission is to enhance the community we invest in through infrastructure improvements, and serving families of all backgrounds in a way that is uplifting and supportive.

We are writing to express both our interest in obtaining funding from the Façade Improvement Program, as well as our gratitude towards the city for implementing such program that support businesses in University City, and ultimately maintaining the high standards of excellence the city has stood on for many years.

We are requesting \$15,000.00 to assist us, as we are developing 7267 Olive Blvd into a community coffee cafe. This space will be a community central gathering place for family and friends alike. Not only do we want to be a food service entity serving this area, but also a place of warmth, community and engagement.

These funds would certainly help offset a portion of the investment that we have already put into this property over the years.

Please find attached the following as requested by the program guidelines:

1. Façade Improvement Application
2. Current Color Photographs of the existing building exterior
3. Renderings and drawings of proposed improvements.
4. Three bids from contractors with improvement details and pricing
5. Property Insurance Binder
6. Receipt acknowledging that taxes are paid and current.
7. Proof of funds letter

We will attentively await the confirmation of the receipt of this packet. Please feel free to contact me to answer any questions. I can be reached at 314-369-9621 should you need to get in touch with me.

Sincerely,

Jonathan McMiller

Chief Operations Officer  
Macc Boyz Properties, LLC  
314-369-9621  
jdmcmiller@yahoo.com



## University City Commercial Façade Improvement Program Application

Date of Application: 1/10/2024

### I. APPLICANT AND BUSINESS INFORMATION

Name of Applicant: Jonathan D. McMiller

Name of Business: Macc Boyz Properties, LLC

Business Address: 7271 Olive Blvd., 63130

Project Address (if different): 7267 Olive Blvd., 63130

Phone Number: 314-369-9621 E-mail Address: jdmcmiller@yahoo.com

Type of Business: Coffee Cafe Development

Minority/Women/Veteran Owned?  If Yes, please provide documentation.

### II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name of Property Owner: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

### III. PROJECT FINANCING INFORMATION

Total Project Cost: \$30,214.00

Amount of Grant Funds Requested: \$15,000.00

Percentage of Total Project Cost Requested: 49%

(Maximum funding request cannot exceed 50% of the proposed project cost, up to \$15,000)

Submit completed application to Mónica Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130  
or email to [mmiles@uchymn.org](mailto:mmiles@uchymn.org).

Please explain how the applicant's portion of the project will be financed (loan, etc.). Include any documentation and supporting evidence of applicant's ability to finance their portion of the project.

Cash from the business

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#### IV. PROPOSED FAÇADE IMPROVEMENTS

Please provide a summary of the proposed project and how the requested funds will be used. Be specific in describing the project elements. Attach additional pages if necessary. Note: A pre-application meeting and/or site visit with the applicant and City may be necessary to understand the scope and nature of the project.

Replace old wood door that is damaged and beginning to deteriorate. Place awnings over doorways and windows. Replace small vinyl window, with new aluminum sliding window. Enhance property security and surrounding area with installation of CCTV cameras and lighting. Replace gutters that are detaching from building. Reseal parking lot in areas that are worn/cracked.

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Please provide a project schedule and a tentative completion date. (Example, within six months, as soon as possible, summer, etc.)

**NOTE: Applicant must complete project within one (1) year of application approval  
Project will be completed by deadline of July 31 2024.**

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#### V. ADDITIONAL SUBMISSIONS AND REQUIREMENTS

1. Color photographs of the existing building exterior. Need to show all sides of the building, with emphasis on the area to be improved
2. Design plans/renderings of the anticipated façade improvements, including any signage
3. Three (3) bids from contractors detailing the following:
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4. Applicants, if a tenant, must provide signature approval from the property owner (see below)
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6. By signing below, applicant agrees:
  - Façade improvements will comply with all applicable city codes, ordinances, and the Olive Boulevard Design Guidelines (if applicable).
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Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130 or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org).



**VI. CERTIFICATION**

Please read the following and sign below. Property owner and tenant must sign, if different.

The information contained in this application is accurate to the best of my knowledge. Applicants understand that personal, business and/or property information may be requested pursuant to this application and hereby give their consent for such information to be provided. The City of University City retains the sole decision as to whether this grant application is approved, denied, or modified.

Applicant agrees to accept future maintenance and other associated costs occurring after the completion of the project. Applicant also agrees to allow the City to provide and maintain landscape elements (flower planters, etc.) along the building façade when appropriate.

**APPLICANT**

**PROPERTY OWNER (if different)**

Jonathan McMiller

\_\_\_\_\_

Name (print)

Operations Manager

\_\_\_\_\_

Title

*Jonathan D. McMiller*

\_\_\_\_\_

Signature

1-16-24

\_\_\_\_\_

Date

=====

**FOR OFFICE USE ONLY**

Approved Amount of Funding: \_\_\_\_\_ Parcel ID Number (St. Louis County): \_\_\_\_\_

Business License and Occupancy Permit current? YES  NO

Project Approved as stated in Application YES  NO

If No, Explain Modifications \_\_\_\_\_

Application Approved:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Applicant Notified to Proceed:

\_\_\_\_\_

Notification Method (Email, Phone, etc.)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130  
or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org).







**Diversi-Craft & Development Group**  
 Greater St. Louis, Metropolitan Area

**BID FOR PROPOSAL**

**Address: 6333 Dr. Martin Luther King Drive**

St. Louis, Mo 63133

**Phone - 618-213-8818**

**Fax**

PROPOSAL #: 3599

DATE: 01/10/2024

**Customer:**

Macc Boyz Properties, LLC.

7267 Olive Blvd

St. Louis, MO 63130

**COMMENTS OR SPECIAL INSTRUCTIONS:**

#	DESCRIPTION	TOTAL
1.	Remove existing window on side of building. Masonry will be to be cut to rough opening size of 36-3/8" x 36-3/8" Insert metal lintel, extending 6" per side. Furnish and replace with: Quikserv SC-9047-CR Self-Closing Side Sliding Transaction Window Right Hand Slide 1/4" clear tempered safety glass 36" x 36" Service Opening: 14-1/2" x 29" Clear Anodized	\$4,703.35
2.	Remove / replace existing exterior door, including all applicable interior and exterior trim and finish work. Furnish and install continuous weather stripping, no daylight shall be visible from the exterior. Installation of 36" Right Hand Inswing, fire rated steel door, knockdown frame for rear door. Includes all applicable trim and finish work.	\$4,296.65
3.	Install CCTV system throughout exterior of building. System will consist of 6 cameras total. Camera directional aim will be tested upon installation to ensure coverage and viewpoints are to customers satisfaction. Integration to remote live online monitoring will be provided in addition to DVR services to record up to a month of footage. 4K video recording, Pre-installed 4TB HDD with 16x 5MP IP Camera resolution 2592x1944 Wall mounted units.	\$4,606.35
4.	LED Exterior lighting to be installed on 3 sides of the building. Front (2lights), side (2lights), back (2 lights) Recommended lighting: <b>100W Dusk to Dawn Led Outdoor Light, 9000LM Exterior Flood Security Lights, IP65 Waterproof 3 Adjustable Heads Security Lights.</b> Integration into existing electrical panel will be utilized. No upgrade to service needed.	\$4,827.90
5.	Gutters currently detaching from building. Replace with approx. 37' seamless gutter run. Install two downspouts on the edge of each building corner. Metal gutters, white base paint, gutter guards to be installed to prevent clogging. All hardware included.	\$3,606.50

6.	Furnish and install four (4) Standing Imperial Marquee Awning approximately 4' long by 3' wide across the front double entry door. Structural roof panels: 8"-wide aluminum flat panels , Stainless steel assembly hardware, Aluminum frame and support arms with clear anodized finish, Powder coated overhead steel braces., Extruded aluminum 6" tall gutter, Black color paint finish All parts and hardware included.	\$15,788.11
7.	Power-blow surface clean of debris. Apply hot pour Master Supreme crack sealer for parking area I front of building area. Apply 2 spray coats of industrial grade asphalt sealer to surface and repaint existing parking spaces.	\$3,225.00

Total	\$40,138.86
Taxes	0.00
Subtotal	\$40,138.86

Make all checks payable to Diversi-Craft Development Group

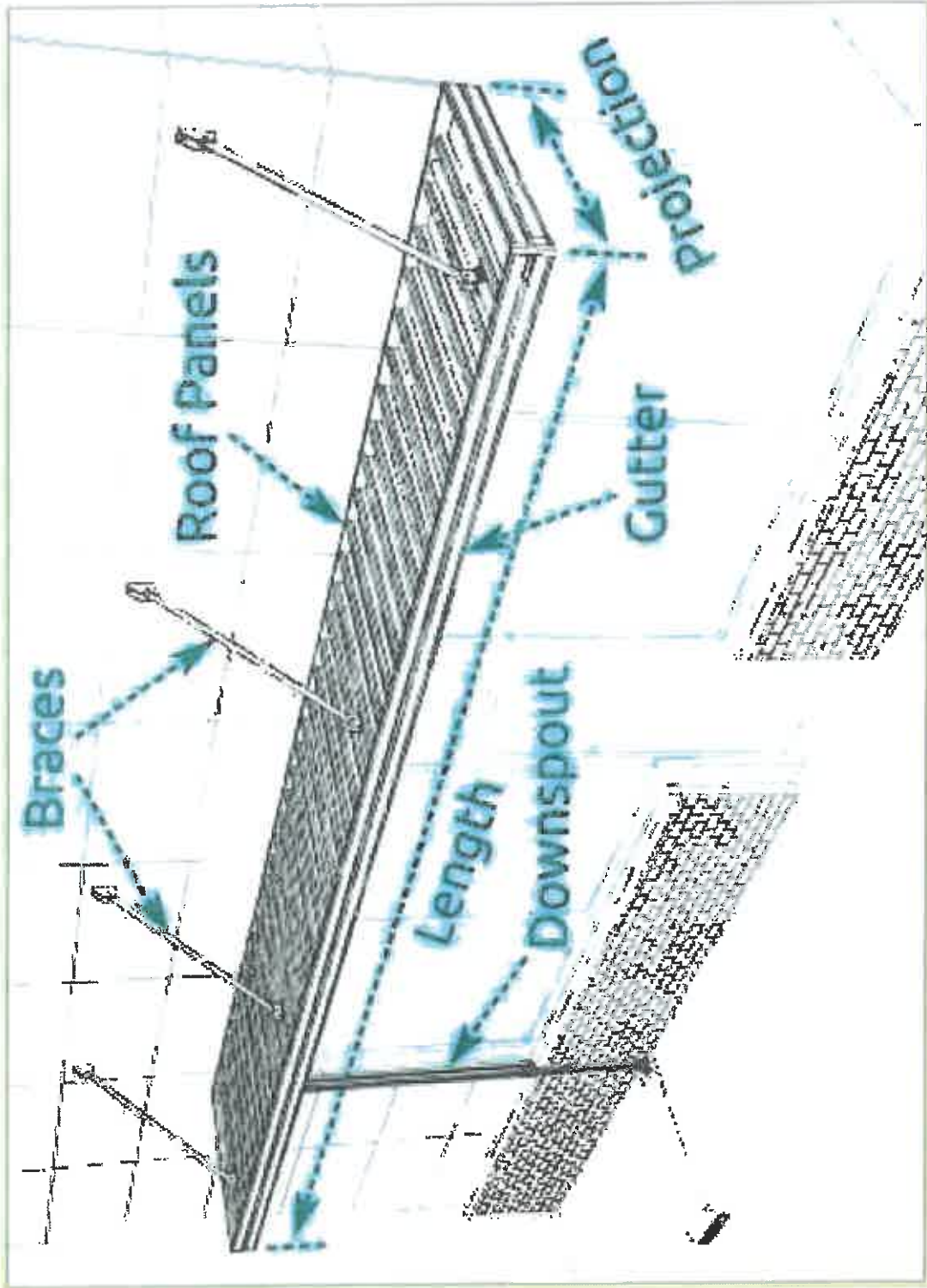
**We Accept**



The Contractor shall provide all labor, wiring, conduit, fittings, equipment, components, mounts, devices, accessories, transportation, and storage as required to perform all work in accordance with these specifications, commercial practices, and industry standards.

All work shall be accomplished in accordance with applicable federal, state, and local regulations.

THANK YOU FOR YOUR BUSINESS!





# PROPOSAL

## Whitley Enterprise LLC

General Contracting & Construction Management

Timothy Whitley  
(314) 438-7650  
timothywhitley@hotmail.com  
Contents

**Bill To**      **MACC BOYZ PROPERTIES, LLC**  
ATTN Jonathan McMiller  
7267 OLIVE BLVD.  
ST. LOUIS, MO 63034

**Invoice Num**      WE766586w16  
**Date**                      Jan 07, 2023  
**Due Date**                      n/a  
**Terms**                      50% Down  
50% Completion

Description	Quantity	Amount
<b>1 * Security camera system: Outdoor</b>  <b>16 Channel 4K Bluetooth DVR with 2TB Hard Drive and 6 Wired 4K Spotlight Cameras with Audio Alerts and Sirens</b>  <i>- Install external wires for all outdoor cameras</i> <i>- Programming of all outdoor cameras</i>	1	\$3,745.00
<b>2 * Outdoor Led light fixtures for property, including outdoor electrical &amp; installation. 6 lights throughout property according to layout. Dusk to Dawn, 80W/10000LM, 5000kDAYLIGHT, IP65 WATERPROOF</b>	1	\$3,990.00
<b>3 * Demo existing gutter. Install new aluminum gutter runs along north and east sides of building. Total approx 36 linear ft.. Min. of 2 downspouts. All applicable hardware included.</b>	1	\$3,225.00
<b>4 * Four awning install. One over each entry door, one above front sliding glass window, one above side sliding glass window.</b> <b>-48"Wx36"D, Aluminum Steel, Silver painted coating.</b> <i>* Applicable city permits to be obtained and drawings submitted prior to start.</i>	1	\$12,682.00
<b>5 New Door for east entry: LH Inswing, 36", 24x24 lite panel indoor, Hollow metal, aluminum glass door. Door closer, push bar exit trim device, and miscellaneous door hardware including threshold.</b>	1	\$4,257.00
<b>6 Remove existing window from East side of building.Cut rough opening to approx. 48"x 44"</b> <i>-Single panel sliding service window</i> <i>-47.5"w x 43.5"h (19"w x 35"h service opening)</i> <i>-Anodized aluminum extrusions and 3/4" glazing</i> <i>-Manual Open / Manual Close functionality</i>	1	\$3,743.00
<b>7 Reseal Parking lot area in front of existing building and restripe lines/ parking stalls.</b>	1	\$3,011.00

**Payment Info**  
Check Payable to : Whitley Enterprises, Inc.

**Subtotal**                      \$34,653.00  
**Tax (0%)**                      \$0.00

**Proposal Amount**                      \$34,653.00







MACC Boyz Properties, LLC

Florissant, MO 63034

314-369-9621

maccboyzproperties@gmail.com

## Estimate

#MBP0106247267

**Invoice Date: 01/06/2024**

**Owner: MACC BOYZ PROPERTIES**

**Address: 7267 Olive Blvd St. Louis, MO 63130**

Description					Cost
A complete set of 6 light fixtures to be placed around the building according to the specified layout. Specs as follows for each light:					\$3,820.00
<b>DIMENSIONS</b> W x D x H	<b>WATTS</b>	<b>LUMENS</b>	<b>COLOR</b>	<b>RATED HOURS</b>	
14 x 7 1/2 x 9 1/2"	150	17,700	Daylight (6000K)	50,000	
The contractor shall make, modify, or enlarge penetrations through the interior and exterior walls as necessary to support placement of the lighting and shall repair and paint any damage incurred to exactly match existing conditions, including any damage, or cutting of the walls, floors and ceilings.					
Replace southeast Entry door with the following specs:					4,310.00
RHR 3'0" x 7'0" x 1-3/4" Hollow Metal Door with 5-3/4" Jamb Depth HM Welded Frame. Frame Outside Dimensions 40"W x 86"H. Prep for lite kit (24"W x 30"H CUTOUT ONLY). Prep for (3) 4.5" hinges. Panic & Closer reinforcements.					
Clean asphalt area, apply 2 coats of commercial grade sealer with a polymer additive. Fill large crack in with rubber using a V-Squeegee. Restripe original parking stalls.					\$2,999.00
Install six (6) CCTV cameras (see layout) on the front, west side, and rear entrances of the building,					\$4,140.00

as well as a DVR, UPS, and link set up to a television. The DVR will be required to provide recordings for thirty (30) days, after which will record over the oldest recorded footage. Specs listed below: Preset Voice Alerts with Siren Spotlight 4k Bluetooth 2way audio	
*Install 5" white metal gutters approx. 36 ft *Downspout to be attached every 30ft. (Shall terminate no higher than 6in off grade) * All applicable hardware, elbows to be included *Gutter guards to be installed. *Contractor to remove existing gutters and clean up workplace debris.	\$3,578.00
Installation of 4ft aluminum Standing Seam awnings over four various locations at the site. Including two to go over each entry door, one over window located in front of building, and one located at the side of building over window. Each awning will have a silver color paint finish that will be fade resistant to sunlight and rust resistant to changing weather.	\$12,979.25
Provide and install drive thru sliding window, to replace existing window on the side of building next to the door. Larger opening will need to be cut first. Window size is 36"x36". Made of aluminum and 1/2" tempered glass.	\$3,920.00
<b>Total:</b>	<b>\$35,746.25</b>

**Estimated Time Duration of Job: 4 weeks (Material to be received first)**

**Begin Work: After March 1, 2024**

Any questions about this bid please call Jonathan at 314-369-9621.

**I authorize Macc Boyz Properties LLC to do the described services and I agree to pay the full amount indicated above.**

**Customer Print**

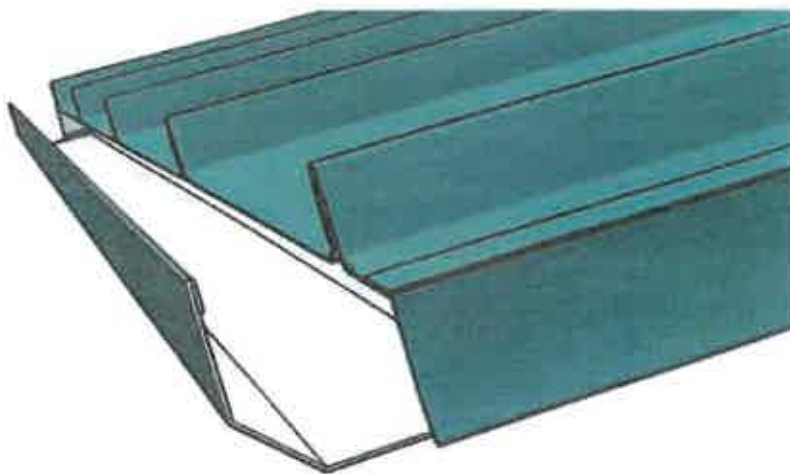
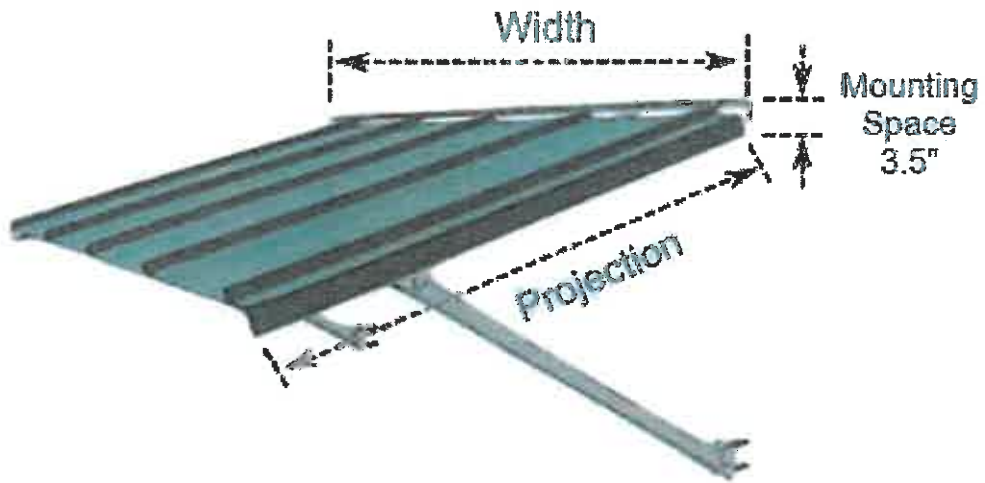
**Name:** \_\_\_\_\_

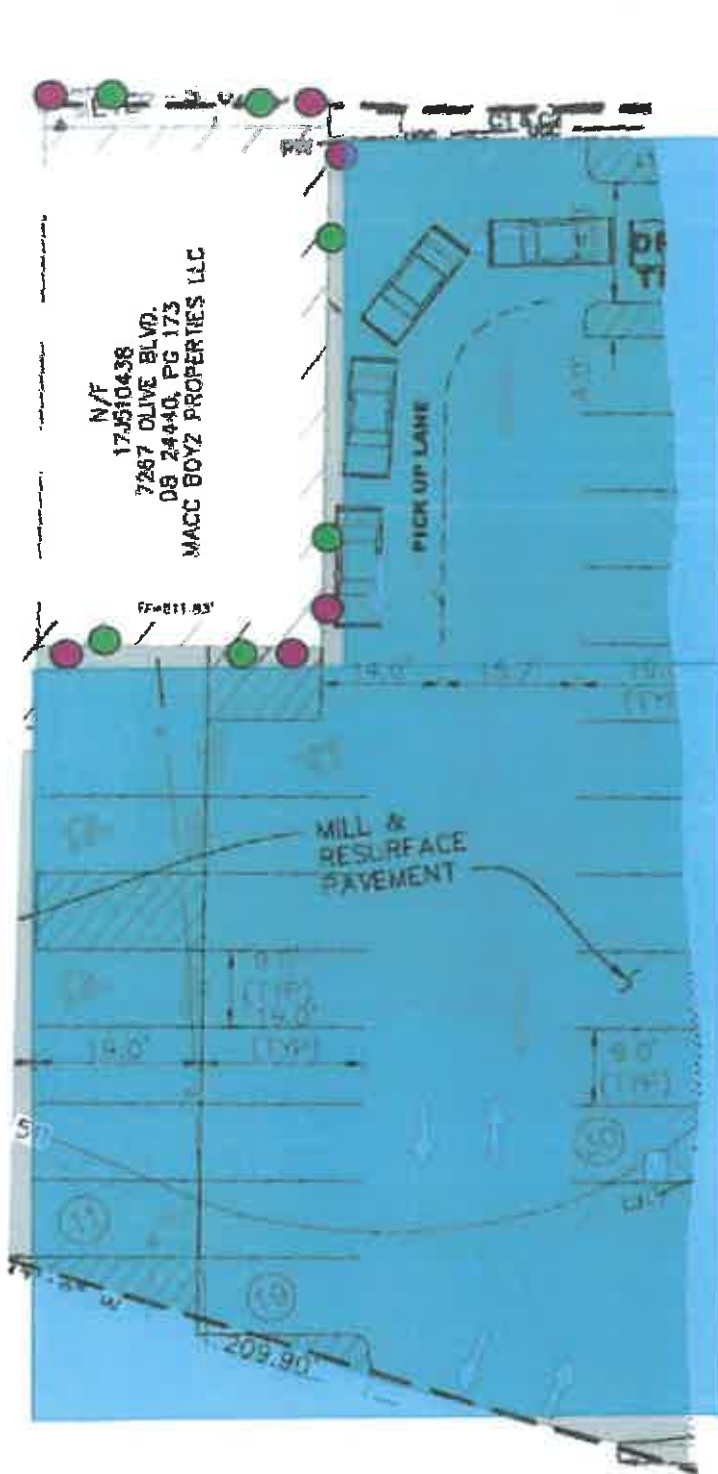
**Customer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*Make checks payable to Macc Boyz Properties.**

**Awning:**





**KEY**

- CCTV Camera's 
- Lighting Locations 
- Repair/Reseal Parking Lot 



Consumer Banking  
 Bissell Hills Office  
 10067 Bellefontaine Rd  
 Saint Louis, MO 63137  
 314.868.1415 01/16/2024  
 314.508.5207 fax

usbank.com

Macc Boyz Properties, LLC  
 3702 Birchmoor Gardens CT  
 Florissant, MO 63034-3232

Re: Your request for account information

Dear Jonathan Mcmiller

Thank you for choosing U.S. Bank for your banking needs. This letter is in response to your request for account information.

Account Number (Last 4 digits)	Account Balance as of 01/16/2024	Date Opened
5453	\$46,730.81	04/19/2018

If you have additional questions regarding this information, please feel free to contact me at the phone number listed below.

Thank you again for choosing U.S. Bank.

Sincerely,

  
 Sarah Meyer  
 Client Relationship Consultant

Bissell Hills  
 314.868.1415

Deposit products offered by U.S. Bank National Association. Member FDIC



06/20



3060 South Church Street, P.O. Box 286  
Burlington, North Carolina 27216  
(Local) 336-584-8892  
(Toll-Free) 800-334-5579  
(FAX) 336-584-8880  
(Claims FAX) 336-538-0094  
CA License# 0778135

### Binder Summary Sheet

**Insured:**  
Macc Boyz Properties LLC  
800 Olive Street Apt 801  
Saint Louis, MO 63101

**Producer:**  
1400734  
Danny Schwartz  
278 Southwoods Center  
Columbia, IL 62236  
Producing Agent: Danny Schwartz

**Insurer:**  
Mesa Underwriters Specialty Insurance Company

**Effective/Expiration Date:** 11/30/2023 to 11/30/2024

**Term:** Twelve Months

**Binder ID:** UIBRN-Q

**State:** MO

**Percent Earned:** 25%

In accordance with your instructions, we have bound the following Commercial Lines coverage; provided we receive a properly completed application and a premium payment within 12 days of the effective date shown above.

**Comments:** MUS010120139 – Exclusion Infringement of Intellectual Property will apply at renewal.

In regards to Products and Completed Operations: Products and Completed Operations are included in the General Aggregate limit.

CG2144 Limitation of Coverage to Designated Premises will apply at renewal.

Risks with Federal Pacific Stab-Lok Breakers, Aluminum Wiring, Fuses, Pig-tailed Wiring and/or Knob/Tube are PROHIBITED.

CG2132 – Exclusion – Communicable Disease will apply at renewal.

Roofs that have not been updated within 25 years (20 years for shingle or flat roofs), form MUS010130014 Roof Damage Exclusion will apply at renewal.

CP0329 Deductibles By Location will apply at renewal if there is more than one location and/or dwelling.

CP0140 – Exclusion of Loss Due to Virus or Bacteria will apply at renewal.

CG2106 Exclusion Access or Disclosure of Confidential or Personal Information and Data-Related Liability-with Limited Bodily Injury Exception will apply at renewal.

CP1036 Limitations on Coverage for Roof Surfacing will apply at renewal. Paragraph B is mandatory unless MUS010130014 Roof Damage Exclusion is required. For roofs over 20 years old, ACV coverage will also apply to the roof.

MUS010130009 Total or Constructive Loss Earned Premium Condition will apply at renewal.

MUS010120094 (10/21 edition) Amendment Of Conditions Premium Audit will apply at renewal.

If quoting Replacement Cost on a building, a 90% coinsurance clause will apply at renewal.

CP1075 Cyber Incident Exclusion will apply at renewal.

MUS010130004 Theft Limitation (04/22 Edition) will apply at renewal if applicable.

MUS010120080 Exclusion - Earth Movement (06/23 Edition) will apply at renewal.  
 \*\*\*Please note, co-insurance has been increased to 90% per carrier guidelines\*\*\*

General Liability:

- \$ 2,000,000 General Aggregate
- \$ Excluded Products/Completed Operations Aggregate
- \$ 1,000,000 Personal Injury/Advertising Injury
- \$ 1,000,000 Each Occurrence Limit
- \$ 100,000 Damage to Premises Rented to You
- \$ 10,000 Medical Payments
- \$ \*\*500 BI/PD/P&AI Deductible Per Claimant

61224 - Buildings or Premises office premises occupied by employees of the insured Other than Not-For-Profit

- Area 2,200
- Area 2,150
- Area 2,498

\* Excludes Professional, Nuclear Energy, War, Punitive, Exemplary, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Subsidence, Mold, Spores, Fungus, Known Injury or Damage, Exclusion – Losses, Claims and Litigation Preceding Inception of Policy, Property Damage Claims in Progress, Participants, Assault & Battery, Abuse or Molestation, Liquor, Communicable Disease, Cancer, Employment Related Practices, Leased Workers, Voluntary Labor, Electromagnetic Fields, Injury To Contractors / Independent Contractors / Subcontractors, Radioactive Contamination, New Entities, Hired & Non Owned Auto, Year 2000 Computer Related and Other Electronic Problems, Violations of Statutes That Govern E-Mails / Fax / Phone Calls. Classification & Contractual Liability Limitations, Drywall Exclusion and Minimum and Deposit Premium Endorsement Apply. Terrorism is excluded unless coverage is purchased per the requirements of the Terrorism Risk Insurance Program Reauthorization Act of 2015. This list is for informational purposes only and does not intend to represent the entire list of forms and/or endorsements that may be attached to any policy issued as a result of this quotation.

CG2144 Limitation - Designated Premises or Project; MUS010120139 Exclusion Infringement of Intellectual Property; MUS010120112 Exclusion – Occupational Disease.

Property:

Location 1: 7267 Olive Blvd, Saint Louis, MO 63130

\$ 200,000 Building Valuation: RCV

Coverage Form: Special Including Theft

Coinsurance: 90%

Wind & Hail Coverage: Included

Wind & Hail Deductible: 1% subject to a minimum of \$2,500; whichever is greater.

All Other Perils Deductible: \$2,500

Location 2: 7271 Olive Blvd, Saint Louis, MO 63130

\$ 240,000 Building Valuation: RCV

Coverage Form: Special Including Theft

Coinsurance: 90%

Wind & Hail Coverage: Included



Wind & Hail Deductible: 1% subject to a minimum of \$2,500; whichever is greater.  
 All Other Perils Deductible: \$2,500

Location 3: 7273 Olive Blvd, Saint Louis, MO 63130

\$ 212,000 Building

Valuation: RCV

Coverage Form: Special Including Theft

Coinsurance: 90%

Wind & Hail Coverage: Included

Wind & Hail Deductible: 1% subject to a minimum of \$2,500; whichever is greater.

All Other Perils Deductible: \$2,500

Location 1: 7267 Olive Blvd, Saint Louis, MO 63130

Code: 702, Banks and Offices other than Governmental, Ded: \$2,500, Prot Class: 3, Constr: Joisted Masonry, Cov. Form: Special Including Theft, Wind Ded: \$2,500, Year Built: 1961, Heating Updated: 2012, Plumbing Updated: 2012, Roof Updated: 2012, Wiring Updated: 2012, Sq Feet: 2498, CSA: None - Bldg Covg Only, Theft Sublimit: \$0, RCV Bldg

Coverage Type	Basis	User Adj. Rate
Building	\$200,000	0.5635
Contents	\$0	0.5635

Code: 61224, Buildings or Premises office premises occupied by employees of the insured Other than Not- For- Profit

Coverage Type	Basis	User Adj. Rate
Area	2,498	84.0766

Location 2: 7271 Olive Blvd, Saint Louis, MO 63130

Code: 61224, Buildings or Premises office premises occupied by employees of the insured Other than Not- For- Profit

Coverage Type	Basis	User Adj. Rate
Area	2,200	84.0766

Code: 900, Churches and Synagogues, Ded: \$2,500, Prot Class: 3, Constr: Joisted Masonry, Cov. Form: Special Including Theft, Wind Ded: \$2,500, Year Built: 1961, Heating Updated: 2012, Plumbing Updated: 2012, Roof Updated: 2012, Wiring Updated: 2012, Sq Feet: 2200, CSA: None - Bldg Covg Only, Theft Sublimit: \$0, RCV Bldg

Coverage Type	Basis	User Adj. Rate
Building	\$240,000	0.5635
Contents	\$0	0.5635

Location 3: 7273 Olive Blvd, Saint Louis, MO 63130

Code: 567, Mercantile - Sole Occupancy Only - Not Otherwise Classified - Moderate Susceptibility, Ded: \$2,500, Prot Class: 3, Constr: Joisted Masonry, Cov. Form: Special Including Theft, Wind Ded: \$2,500, Year Built: 1961, Heating Updated: 2012, Plumbing Updated: 2012, Roof Updated: 2012, Wiring Updated: 2012, Sq Feet: 2150, CSA: None - Bldg Covg Only, Theft Sublimit: \$0, RCV Bldg

Coverage Type	Basis	User Adj. Rate
Building	\$212,000	0.5635
Contents	\$0	0.5635

Code: 61224, Buildings or Premises office premises occupied by employees of the insured Other than Not- For- Profit

Coverage Type	Basis	User Adj. Rate
Area	2,150	84.0766

# Real Estate Information

## Saint Louis County Real Estate Tax Receipt

This receipt serves as proof of paid real estate taxes for the tax year and property information shown.

No Taxes Are Due

Effective 1/16/2024

Tax Year: 2023

Locator Number: 177510438

Owner Name: Macc Boyz Properties L L C

Property Location: 7267 Olive Blvd

Subdivision: W L Musick

Block Number: 3

Lot Number:

School Sub Code: 1311K

Legal Description: Lots 14 & 15

Assessed Value: \$35,900.00

Office Use: 2ZTP823242071859J97U13QBH 1/16/2024 4:41:21 AM



### Real Estate Taxes Paid:

Locator Number - 177510438

Tax Year	Tax	Interest	Penalties	Other Charges	Total Tax	Amount Paid	Date Paid
2023	\$2,846.04	\$0.00	\$0.00	\$610.30	\$3,456.34	\$3,456.34	12/31/2023

Note that commercial surcharges apply to this property.

The other charges amount may include charges and fees for:

- Bad Check/Returned Payment Fees (\$25.00 each)
- Commercial surcharges.
- Sewer lateral fee, which is an amount determined by your jurisdiction but is often \$18, \$28 or \$50.
- Special assessment charges, interest and penalties.
- Surcharge interest and penalties.

Note: Tax information is current up to the minute. All other information is current as of 1/16/2024.

For questions, please contact the Collection Division at (314) 615-5500.

MACC BOYZ PROPERTIES, LLC

7271 Olive Blvd

St. Louis, MO 63130

Dear Mr. Miles

My name is Jonathan McMiller and I am the operations director for MACC Boyz Properties, LLC. Our mission is to enhance the community we invest in through infrastructure improvements, and serving families of all backgrounds in a way that is uplifting and supportive.

We are writing to express both our interest in obtaining funding from the Façade Improvement Program, as well as our gratitude towards the city for implementing such program that support businesses in University City, and ultimately maintaining the high standards of excellence the city has stood on for many years.

We are requesting \$13,397.00 to assist us as we are developing 7271 Olive Blvd into a modern, tech saavy Event Center. From weddings, to graduation parties, and all other occasions that bring families together in a celebratory manner will be welcomed to this space.

These funds would certainly help offset a portion of the investment that we have already put into this property over the years.

Please find attached the following as requested by the program guidelines:

1. Façade Improvement Application
2. Current Color Photographs of the existing building exterior
3. Renderings and drawings of proposed improvements.
4. Three bids from contractors with improvement details and pricing
5. Property Insurance Binder
6. Receipt acknowledging that taxes are paid and current.
7. Proof Of Funds Letter

We will attentively await the confirmation of the receipt of this packet. Please feel free to contact me to answer any questions. I can be reached at 314-369-9621 should you need to get in touch with me.

Sincerely,

Jonathan McMiller

Chief Operations Officer  
Macc Boyz Properties, LLC  
314-369-9621  
jdmcmiller@yahoo.com



## University City Commercial Façade Improvement Program Application

Date of Application: 01/16/2024

### I. APPLICANT AND BUSINESS INFORMATION

Name of Applicant: Jonathan McMiller

Name of Business: MACC Boyz Properties

Business Address: 7271 Olive Blvd, 63130

Project Address (if different): 7271 Olive Blvd, 63130

Phone Number: 314-369-9621 E-mail Address: jdmcmler@yahoo.com

Type of Business: Banquet Hall Space

Minority/Women/Veteran Owned?  If Yes, please provide documentation.

### II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name of Property Owner: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

### III. PROJECT FINANCING INFORMATION

Total Project Cost: \$26,794.00

Amount of Grant Funds Requested: 13,397.00

Percentage of Total Project Cost Requested: 50%

(Maximum funding request cannot exceed 50% of the proposed project cost, up to \$15,000)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130 or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org).

Please explain how the applicant's portion of the project will be financed (loan, etc.). Include any documentation and supporting evidence of applicant's ability to finance their portion of the project.

Cash. Letter of Funds attached to this packet

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#### IV. PROPOSED FAÇADE IMPROVEMENTS

Please provide a summary of the proposed project and how the requested funds will be used. Be specific in describing the project elements. Attach additional pages if necessary. Note: A pre-application meeting and/or site visit with the applicant and City may be necessary to understand the scope and nature of the project.

Enhance curb appeal with flowers and greenery. Place awnings over double doorway. Cover windows with Commercial film to help with energy efficiency. Install new business sign to compliment trendy look of exterior of the building. Enhance the security of both the property and surrounding area with CCTV cameras and lighting that will be recorded. Reseal parking lot due to areas beginning to crack and wash away.

Please provide a project schedule and a tentative completion date. (Example, within six months, as soon as possible, summer, etc.)

**NOTE: Applicant must complete project within one (1) year of application approval  
Complete by program mandated date July 31 2024**

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#### V. ADDITIONAL SUBMISSIONS AND REQUIREMENTS

1. Color photographs of the existing building exterior. Need to show all sides of the building, with emphasis on the area to be improved
2. Design plans/renderings of the anticipated façade improvements, including any signage
3. Three (3) bids from contractors detailing the following:
  - Description of the materials to be used and the construction procedure
  - Itemized cost estimate of the project
4. Applicants, if a tenant, must provide signature approval from the property owner (see below)
5. Applicants must show they are free from any liens and mortgage & tax obligations, and property and casualty insurance are current
6. By signing below, applicant agrees:
  - Façade improvements will comply with all applicable city codes, ordinances, and the Olive Boulevard Design Guidelines (if applicable).
  - To complete the façade improvements within fiscal year (July 1, 2022 – June 30, 2023)
  - To attend a pre-application meeting with City staff, if needed

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130  
or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org).

VI. CERTIFICATION

Please read the following and sign below. Property owner and tenant must sign, if different.

The information contained in this application is accurate to the best of my knowledge. Applicants understand that personal, business and/or property information may be requested pursuant to this application and hereby give their consent for such information to be provided. The City of University City retains the sole decision as to whether this grant application is approved, denied, or modified.

Applicant agrees to accept future maintenance and other associated costs occurring after the completion of the project. Applicant also agrees to allow the City to provide and maintain landscape elements (flower planters, etc.) along the building façade when appropriate.

APPLICANT

PROPERTY OWNER (If different)

Jonathan D. McMiller

\_\_\_\_\_

Name (print)

Name (print)

Operations Manager

\_\_\_\_\_

Title

Title

*Jonathan D. McMiller*

\_\_\_\_\_

Signature

Signature

01/16/24

\_\_\_\_\_

Date

Date

=====

**FOR OFFICE USE ONLY**

Approved Amount of Funding: \_\_\_\_\_ Parcel ID Number (St. Louis County): \_\_\_\_\_

Business License and Occupancy Permit current? YES  NO

Project Approved as stated in Application YES  NO

If No, Explain Modifications \_\_\_\_\_

Application Approved:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Applicant Notified to Proceed:

\_\_\_\_\_

\_\_\_\_\_

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130 or email to [mmiles@uctymc.org](mailto:mmiles@uctymc.org).

**MACC BOYZ PROPERTIES, LLC**

**7271 Olive Blvd**

**St. Louis, MO 63130**

**Dear Mr. Miles**

**My name is Jonathan McMiller and I am the operations director for MACC Boyz Properties, LLC. Our mission is to enhance the community we invest in through infrastructure improvements, and serving families of all backgrounds in a way that is uplifting and supportive.**

**We are writing to express both our interest in obtaining funding from the Façade Improvement Program, as well as our gratitude towards the city for implementing such program that support businesses in University City, and ultimately maintaining the high standards of excellence the city has stood on for many years.**

**We are requesting \$15,000.00 to assist us as we are developing 7273 Olive Blvd into a transformative Office Coworking space. This space will bring together professionals and clients from across the Metroplex area to conduct business.**

**These funds would certainly help offset a portion of the investment that we have already put into this property over the years.**

**Please find attached the following as requested by the program guidelines:**

- 1. Façade Improvement Application**
- 2. Current Color Photographs of the existing building exterior**
- 3. Renderings and drawings of proposed improvements.**
- 4. Three bids from contractors with improvement details and pricing**
- 5. Property Insurance Binder**
- 6. Receipt acknowledging that taxes are paid and current.**
- 7. Proof of Funds Letter**

**We will attentively await the confirmation of the receipt of this packet. Please feel free to contact me to answer any questions. I can be reached at 314-369-9621 should you need to get in touch with me.**

**Sincerely,**

**Jonathan McMiller**

**Chief Operations Officer  
Macc Boyz Properties, LLC  
314-369-9621  
jdmcmiller@yahoo.com**



## University City Commercial Façade Improvement Program Application

Date of Application: 01/16/2024

### I. APPLICANT AND BUSINESS INFORMATION

Name of Applicant: Jonathan D. McMiller

Name of Business: Macc Boyz Properties LLC

Business Address: 7271 Olive Blvd., 63130

Project Address (if different): 7273 Olive Blvd, 63130

Phone Number: 314-369-9621 E-mail Address: jdmcmiller@yahoo.com

Type of Business: Office Spaces

Minority/Women/Veteran Owned?  If Yes, please provide documentation.

### II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name of Property Owner: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

### III. PROJECT FINANCING INFORMATION

Total Project Cost: 31,289.00

Amount of Grant Funds Requested: 15,000.00

Percentage of Total Project Cost Requested: 48%

(Maximum funding request cannot exceed 50% of the proposed project cost, up to \$15,000)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130  
or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org).



Please explain how the applicant's portion of the project will be financed (loan, etc.). Include any documentation and supporting evidence of applicant's ability to finance their portion of the project.

Attached is certified bank letter showing available funds.

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#### IV. PROPOSED FAÇADE IMPROVEMENTS

Please provide a summary of the proposed project and how the requested funds will be used. Be specific in describing the project elements. Attach additional pages if necessary. Note: A pre-application meeting and/or site visit with the applicant and City may be necessary to understand the scope and nature of the project.

Front of building has boarded up area where storefront windows use to be. We'd like to place storefront glass, remove old front door and place new glaass and aluminum door. Flower bed to be re-designed and new plants put in, currently no lights are actively working on the building and it is extremely dark at night. Intallation of bright energy efficient lights as well as new camera system to improve the security not only of the building but for the immediate surrounding area. Lastly the sealant on the front parking lot is starting wear off and is dicolored from the rest of the parking lot, so we would also like to reseal this area of the parking lot. This represents a summary of the Improvements we would like to make.

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Please provide a project schedule and a tentative completion date. (Example, within six months, as soon as possible, summer, etc.)

NOTE: Applicant must complete project within one (1) year of application approval  
By the program dealine of July 2024.

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#### V. ADDITIONAL SUBMISSIONS AND REQUIREMENTS

1. Color photographs of the existing building exterior. Need to show all sides of the building, with emphasis on the area to be improved
2. Design plans/renderings of the anticipated façade improvements, including any signage
3. Three (3) bids from contractors detailing the following:
  - Description of the materials to be used and the construction procedure
  - Itemized cost estimate of the project
4. Applicants, if a tenant, must provide signature approval from the property owner (see below)
5. Applicants must show they are free from any liens and mortgage & tax obligations, and property and casualty insurance are current
6. By signing below, applicant agrees:
  - Façade improvements will comply with all applicable city codes, ordinances, and the Olive Boulevard Design Guidelines (if applicable).
  - To complete the façade improvements within fiscal year (July 1, 2022 – June 30, 2023)
  - To attend a pre-application meeting with City staff, if needed

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130 or email to [mmiles@ucity.mo.org](mailto:mmiles@ucity.mo.org).

VI. CERTIFICATION

Please read the following and sign below. **Property owner and tenant must sign, if different.**

The information contained in this application is accurate to the best of my knowledge. Applicants understand that personal, business and/or property information may be requested pursuant to this application and hereby give their consent for such information to be provided. The City of University City retains the sole decision as to whether this grant application is approved, denied, or modified.

Applicant agrees to accept future maintenance and other associated costs occurring after the completion of the project. Applicant also agrees to allow the City to provide and maintain landscape elements (flower planters, etc.) along the building façade when appropriate.

APPLICANT

PROPERTY OWNER (if different)

Jonathan D. McMiller

\_\_\_\_\_

Name (print)

Name (print)

Operations Director

\_\_\_\_\_

Title

Title



\_\_\_\_\_

Signature

Signature

01/16/2024

\_\_\_\_\_

Date

Date

\*\*\*\*\*

FOR OFFICE USE ONLY

Approved Amount of Funding: \_\_\_\_\_ Parcel ID Number (St. Louis County): \_\_\_\_\_

Business License and Occupancy Permit current? YES  NO

Project Approved as stated in Application YES  NO

If No, Explain Modifications \_\_\_\_\_

Application Approved:

\_\_\_\_\_  
Signature Print Name Date

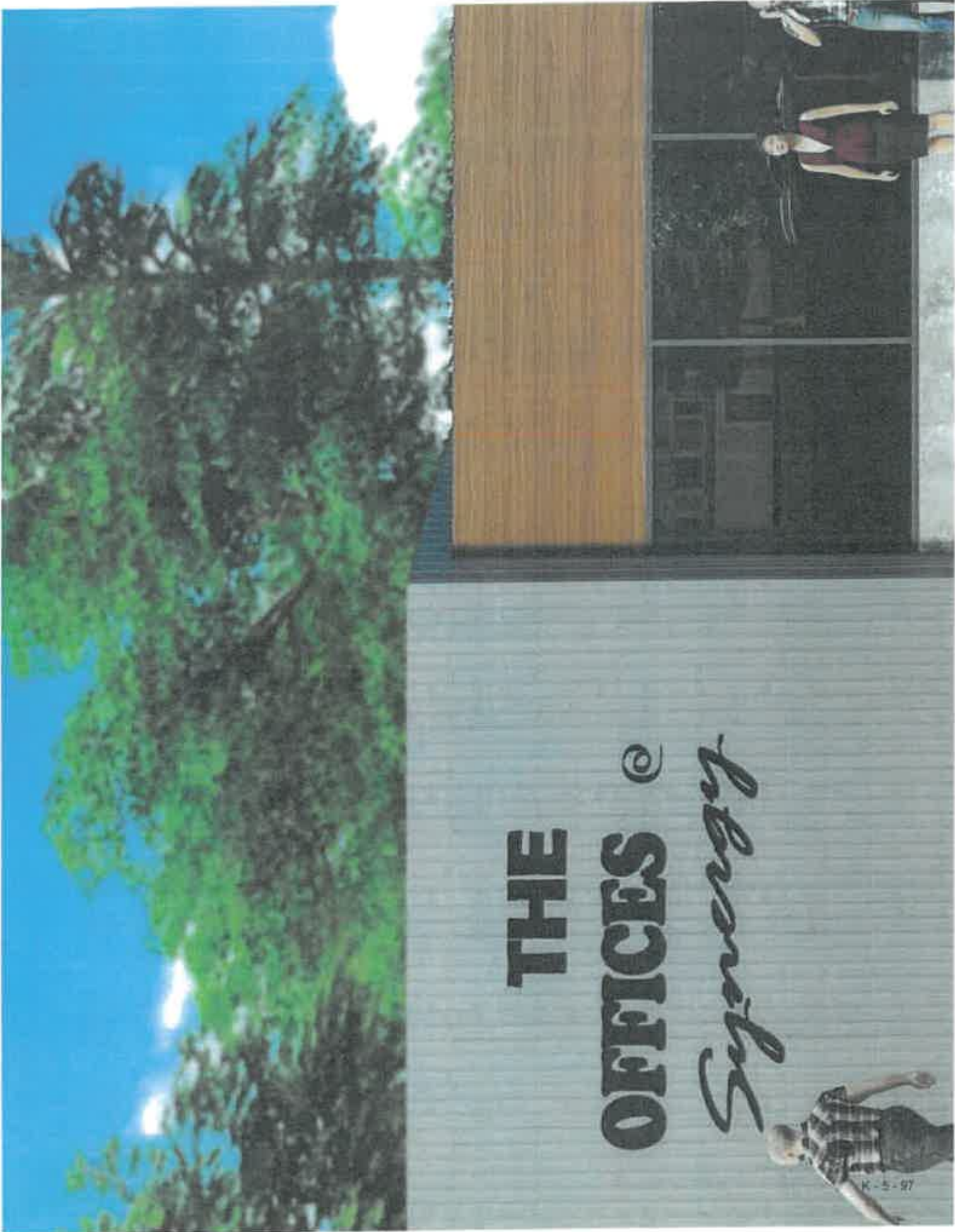
Applicant Notified to Proceed:

\_\_\_\_\_  
Date Notification Method (Email, Phone, etc.)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130 or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org).







*Libravitals*

@ OFFICES

THE

K-5-97



# PROPOSAL

## Whitley Enterprise LLC

General Contracting & Construction Management

Timothy Whitley  
(314) 438-7650  
timothywhitley@hotmail.com  
Contents

**Bill To**      **MACC BOYZ PROPERTIES, LLC**  
ATTN Jonathan McMiller  
7273 OLIVE BLVD.  
ST. LOUIS, MO 63034

**Invoice Num**      WE766586w14  
**Date**                Jan 07, 2023  
**Due Date**            n/a  
**Terms**                50% Down  
50% Completion

Description	Quantity	Amount
<b>1 * Security camera system: Outdoor</b>  <b>16 Channel 4K Bluetooth DVR with 2TB Hard Drive and 6 Wired 4K Spotlight Cameras with Audio Alerts and Sirens</b> <i>- Install external wires for all outdoor cameras</i> <i>- Programming of all outdoor cameras</i>	1	<b>\$3,745.00</b>
<b>2 * Outdoor Led light fixtures for property, including outdoor electrical &amp; installation. 6 lights throughout property according to layout. Dusk to Dawn, 80W/10000LM, 5000kDAYLIGHT, IP65 WATERPROOF</b>	1	<b>\$3,990.00</b>
<b>3 * Demo existing gutter. Install new aluminum gutter runs along rear side of building. Total approx 36 linear ft.. Min. of 2 downspouts. All applicable hardware included.</b>	1	<b>\$3,225.00</b>
<b>4 Landscaping services for new flower bed. Remove existing dirt that is mixed with stone and construction debris, and plant fresh soil, and mix of Thymus Serpyllum, Festuca, and an array of summer hydrangea. Flowerbed 2'x20'.</b>	1	<b>\$2,090.00</b>
<b>5 New Door for north entry: LH Outswing, 36", Hollow metal, aluminum glass door. Door closer, push bar exit trim device, and misc door hardware including threshold. New Door for South entry: RH Outswing 36", Steel commercial door, knockdown frame. Door closer, push bar exit trim device, and miscellaneous door hardware including threshold. Paint discolored garage door near south entrance.</b>	2	<b>\$4,257.00 per door</b>
<b>6 Demo. existing wood framing and panel board. Discard of debris. Ensure framing is intact. Furnish and install aluminum frame for four (4) 5'x7' window panels. Entire run approx. 20'x7' Windows are Inoperable. Glass is 1/4 glass tempered.</b>	1	<b>\$8,207.00</b>
<b>7 Reseal Parking lot area in front of existing building and restrripe lines/ parking stalls.</b>	1	<b>\$2,170.00</b>

**Payment Info**

Check Payable to : Whitley Enterprises, Inc.

**Subtotal**                                **\$31,941.00**

**Tax (0%)**                                **\$0.00**



MACC Boyz Properties, LLC

Florissant, MO 63034

314-369-9621

maccboyzproperties@gmail.com

## Estimate

#MBP0106247273

**Invoice Date: 01/06/2024**

**Owner: MACC BOYZ PROPERTIES**

**Address: 7273 Olive Blvd St. Louis, MO 63130**

Description	Cost										
Place new planting soil, nutrients/ fertilizer and new flowers in the flower bed. Various flowers and green foliage will be used to give the entry way a new look. <ul style="list-style-type: none"> <li>- Daylilies</li> <li>- Petunias</li> <li>- Marigolds</li> <li>- Fountain Grasses</li> </ul>	\$1,975.00										
A complete set of 6 light fixtures to be placed around the building according to the specified layout. Specs as follows for each light: <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">DIMENSIONS W x D x H</th> <th style="text-align: center;">WATTS</th> <th style="text-align: center;">LUMENS</th> <th style="text-align: center;">COLOR</th> <th style="text-align: center;">RATED HOURS</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">14 x 7 1/2 x 9 1/2"</td> <td style="text-align: center;">150</td> <td style="text-align: center;">17,700</td> <td style="text-align: center;">Daylight (6000K)</td> <td style="text-align: center;">50,000</td> </tr> </tbody> </table>	DIMENSIONS W x D x H	WATTS	LUMENS	COLOR	RATED HOURS	14 x 7 1/2 x 9 1/2"	150	17,700	Daylight (6000K)	50,000	\$3,820.00
DIMENSIONS W x D x H	WATTS	LUMENS	COLOR	RATED HOURS							
14 x 7 1/2 x 9 1/2"	150	17,700	Daylight (6000K)	50,000							
The contractor shall make, modify, or enlarge penetrations through the interior and exterior walls as necessary to support placement of the lighting and shall repair and paint any damage incurred to exactly match existing conditions, including any damage, or cutting of the walls, floors and ceilings.											
Replace South Entry door with the following specs: <p>RHR 3'0" x 7'0" x 1-3/4" Hollow Metal Door with 5-3/4" Jamb Depth HM Welded Frame. Frame Outside Dimensions 40"W x 86"H. Prep for lite kit (24"W x 30"H CUTOUT ONLY). Prep for (3) 4.5" hinges. Panic &amp; Closer reinforcements.</p>	3,890.00										

Clean asphalt area, apply 2 coats of commercial grade sealer with a polymer additive. Fill large crack in with rubber using a V-Squeegee. Restripe original parking stalls.	\$2,199.36
Install six (6) CCTV cameras (see layout) on the front, west side, and rear entrances of the building, as well as a DVR, UPS, and link set up to a television. The DVR will be required to provide recordings for thirty (30) days, after which will record over the oldest recorded footage. Specs listed below: Preset Voice Alerts with Siren Spotlight 4k Bluetooth 2way audio	\$4,140.00
*Install 5" white metal gutters approx. 36 ft *Downspout to be attached every 30ft. (Shall terminate no higher than 6in off grade) * All applicable hardware, elbows to be included *Gutter guards to be installed. *Contractor to remove existing gutters and clean up workplace debris.	\$3,578.00
Total:	\$19,602.36

Estimated Time Duration of Job: 4 weeks (Material to be received first)

Begin Work: After March 1, 2024

Any questions about this bid please call Jonathan at 314-369-9621.

I authorize Macc Boyz Properties LLC to do the described services and I agree to pay the full amount indicated above.

Customer Print

Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*Make checks payable to Macc Boyz Properties.



# PROPOSAL

To: Maccboyz Properties LLC  
Attn: Jonathan McMiller  
Phone:  
Fax:  
Email:



1039 Liberty Industrial Dr.  
O'Fallon, MO 63366  
Ph. 636-696-5852

Email: [rusty@stlglazing.com](mailto:rusty@stlglazing.com)

## Job: 7273 Olive

Quoted Per: Plans & Specs  
Addendum:

### Supply Labor and material for the following:

Clear anodized, thermally broken, aluminum storefront framing and 1/4" clear tempered glass for new storefront to infill existing opening approximately 20' x 7'

Includes brake metal seal

Demolition of existing BY OTHERS

**ALTERNATE: ADD \$1,120.00 for 1" insulated glazing in lieu of 1/4"**

Total: \$ 9,260.00

Clear anodized, aluminum storefront door, medium stile door with 10" bottom rail, surface mounted closer, threshold, push/pull bars, keyed cylinder with dead latch and thumb turn, pair of pivots, weather stripping and sweeps

Demolition of existing BY OTHERS

Total: \$4,310.000

### Bid Does Not Include:

Final Clean

Protection of installed materials

SIGNED: **Rusty Beckham**

DATE: 09/13/23

Quote is for materials and specifications as listed above.  
Price is firm for 30 days from bid date.

**This bid does not include:** Final cleaning, protection of glass and glazing, bonding, mockups, overtime, shift hours, demolition, interior finish caulking of our frames. \*\*\* Please note that the door hardware listed, may not meet code requirements for specified areas.

**This proposal contains confidential information, and is intended to be received only by persons entitled to receive such information. Other use of this proposal by you is strictly prohibited.**

**Diversi-Craft & Development Group**  
 Greater St. Louis, Metropolitan Area

**BID FOR PROPOSAL**

**Address: 6333 Dr. Martin Luther King Drive**  
 St. Louis, Mo 63133  
**Phone - 618-213-8818**

PROPOSAL #: 3597  
 DATE: 01/10/2024

**Customer:**  
 Macc Boyz Properties, LLC.  
 7273 Olive Blvd  
 St. Louis, MO 63130

**COMMENTS OR SPECIAL INSTRUCTIONS:**

#	DESCRIPTION	TOTAL
1.	Quote to: Furnish and install Old Castle 2000 series 1-3/4" X 4-1/2" Clear Anodized framing into front opening approximately 240" X 82" divided into four equal lites, with each lite to be approximately 57" X 79" with 1/4" clear tempered safety glass in each lite. Existing opening to have current framing and boarding removed prior to the installation by others	8,964.52
2.	Remove / replace existing exterior doors, including all applicable interior and exterior trim and finish work. Furnish and install continuous weather stripping, no daylight shall be visible from the exterior. Installation of 36" Right Hand Outswing, fire rated steel door, knockdown frame for rear door and 36" Standard Aluminum, 3/16" clear tempered glass, Right Hand in swing door, anodized finish. Includes all applicable trim and finish work.	\$4,296.65 (Front) \$4,018.05 (Rear)
3.	Install CCTV system throughout exterior of building. System will consist of 6 cameras total. Camera directional aim will be tested upon installation to ensure coverage and viewpoints are to customers satisfaction. Integration to remote live online monitoring will be provided in addition to DVR services to record up to a month of footage. 4K video recording, Pre-installed 4TB HDD with 16x 5MP IP Camera resolution 2592x1944 Wall mounted units.	\$4,606.35
4.	LED Exterior lighting to be installed on 3 sides of the building. Front (2lights), side (2lights), back (2 lights) Recommended lighting: <b>100W Dusk to Dawn Led Outdoor Light, 9000LM Exterior Flood Security Lights, IP65 Waterproof 3 Adjustable Heads Security Lights.</b> Integration into existing electrical panel will be utilized. No upgrade to service needed.	\$4,827.90
5.	Gutters currently detaching from building. Replace with approx. 37' seamless gutter run. Install two downspouts on the edge of each building corner. Metal gutters, white base paint, gutter guards to be installed to prevent clogging. All hardware included.	\$3,605.50
6.	Enhance entryway flower area with variation of low maintenance flowers and greenery plants. Variation of perennial and annual flowers and greenery/grasses to fill in. (Marigolds, petunias, boxwood)	\$2,311.00

7.	Power-blow surface clean of debris. Apply hot pour Master Supreme crack sealer for parking area   front of building area. Apply 2 spray coats of industrial grade asphalt sealer to surface and repaint existing parking spaces.	\$2,351.00
	<b>Total</b>	\$34,980.97
	<b>Taxes</b>	0.00
	<b>Subtotal</b>	\$34,980.97

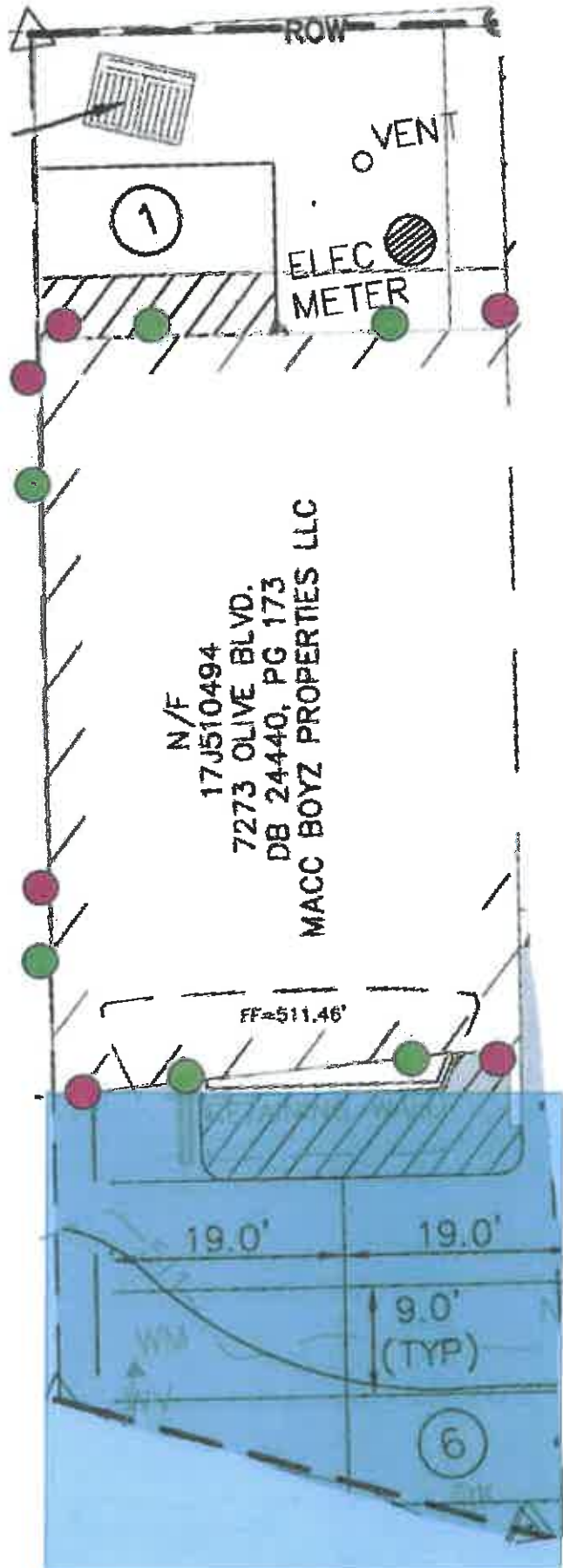
Make all checks payable to Diversi-Craft Development Group



The Contractor shall provide all labor, wiring, conduit, fittings, equipment, components, mounts, devices, accessories, transportation, and storage as required to perform all work in accordance with these specifications, commercial practices, and industry standards.

All work shall be accomplished in accordance with applicable federal, state, and local regulations.

THANK YOU FOR YOUR BUSINESS!



**KEY**

- CCTV Camera's ●
- Lighting Locations ●
- Repair/Reseal Parking Lot ■



Consumer Banking  
 Bissell Hills Office  
 10067 Bellefontaine Rd  
 Saint Louis, MO 63137  
 314.868.1415 01/16/2024  
 314.506.5207 fax

usbank.com

Macc Boyz Properties, LLC  
 3702 Birchmoor Gardens CT  
 Florissant, MO 63034-3232

Re: Your request for account information

Dear Jonathan Mcmiller

Thank you for choosing U.S. Bank for your banking needs. This letter is in response to your request for account information.

Account Number (Last 4 digits)	Account Balance as of 01/16/2024	Date Opened
5453	\$46,730.81	04/19/2018

If you have additional questions regarding this information, please feel free to contact me at the phone number listed below.

Thank you again for choosing U.S. Bank.

Sincerely,

Sarah Meyer  
 Client Relationship Consultant  
 Bissell Hills  
 314.868.1415

Deposit products offered by U.S. Bank National Association. Member FDIC



06/20



3060 South Church Street, P.O. Box 286  
Burlington, North Carolina 27216  
(Local) 336-584-8892  
(Toll-Free) 800-334-5579  
(FAX) 336-584-8880  
(Claims FAX) 336-538-0094  
CA License# 0778135

### Binder Summary Sheet

**Insured:**  
Macc Boyz Properties LLC  
800 Olive Street Apt 801  
Saint Louis, MO 63101

**Producer:**  
1400734  
Danny Schwartz  
278 Southwoods Center  
Columbia, IL 62236  
Producing Agent: Danny Schwartz

**Insurer:**  
Mesa Underwriters Specialty Insurance Company

**Effective/Expiration Date:** 11/30/2023 to 11/30/2024

**Term:** Twelve Months

**Binder ID:** UIBRN-Q

**State:** MO

**Percent Earned:** 25%

In accordance with your instructions, we have bound the following Commercial Lines coverage; provided we receive a properly completed application and a premium payment within 12 days of the effective date shown above.

**Comments:** MUS010120139 – Exclusion Infringement of Intellectual Property will apply at renewal.

In regards to Products and Completed Operations: Products and Completed Operations are included in the General Aggregate limit.

CG2144 Limitation of Coverage to Designated Premises will apply at renewal.

Risks with Federal Pacific Stab-Lok Breakers, Aluminum Wiring, Fuses, Pig-tailed Wiring and/or Knob/Tube are PROHIBITED.

CG2132 – Exclusion – Communicable Disease will apply at renewal.

Roofs that have not been updated within 25 years (20 years for shingle or flat roofs), form MUS010130014 Roof Damage Exclusion will apply at renewal.

CP0329 Deductibles By Location will apply at renewal if there is more than one location and/or dwelling.

CP0140 – Exclusion of Loss Due to Virus or Bacteria will apply at renewal.

CG2106 Exclusion Access or Disclosure of Confidential or Personal Information and Data-Related Liability-with Limited Bodily Injury Exception will apply at renewal.

CP1036 Limitations on Coverage for Roof Surfacing will apply at renewal. Paragraph B is mandatory unless MUS010130014 Roof Damage Exclusion is required. For roofs over 20 years old, ACV coverage will also apply to the roof.

MUS010130009 Total or Constructive Loss Earned Premium Condition will apply at renewal.

MUS010120094 (10/21 edition) Amendment Of Conditions Premium Audit will apply at renewal.

If quoting Replacement Cost on a building, a 90% coinsurance clause will apply at renewal.

CP1075 Cyber Incident Exclusion will apply at renewal.

MUS010130004 Theft Limitation (04/22 Edition) will apply at renewal if applicable.

MUS010120080 Exclusion - Earth Movement (06/23 Edition) will apply at renewal.  
 \*\*\*Please note, co-insurance has been increased to 90% per carrier guidelines\*\*\*

General Liability:

- \$ 2,000,000 General Aggregate
- \$ Excluded Products/Completed Operations Aggregate
- \$ 1,000,000 Personal Injury/Advertising Injury
- \$ 1,000,000 Each Occurrence Limit
- \$ 100,000 Damage to Premises Rented to You
- \$ 10,000 Medical Payments
- \$ \*\*500 BI/PD/P&AI Deductible Per Claimant

- 61224 - Buildings or Premises office premises occupied by employees of the insured Other than Not-For-Profit
  - Area 2,200
  - Area 2,150
  - Area 2,498

\* Excludes Professional, Nuclear Energy, War, Punitive, Exemplary, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Subsidence, Mold, Spores, Fungus, Known Injury or Damage, Exclusion – Losses, Claims and Litigation Preceding Inception of Policy, Property Damage Claims in Progress, Participants, Assault & Battery, Abuse or Molestation, Liquor, Communicable Disease, Cancer, Employment Related Practices, Leased Workers, Voluntary Labor, Electromagnetic Fields, Injury To Contractors / Independent Contractors / Subcontractors, Radioactive Contamination, New Entities, Hired & Non Owned Auto, Year 2000 Computer Related and Other Electronic Problems, Violations of Statutes That Govern E-Mails / Fax / Phone Calls. Classification & Contractual Liability Limitations, Drywall Exclusion and Minimum and Deposit Premium Endorsement Apply. Terrorism is excluded unless coverage is purchased per the requirements of the Terrorism Risk Insurance Program Reauthorization Act of 2015. This list is for informational purposes only and does not intend to represent the entire list of forms and/or endorsements that may be attached to any policy issued as a result of this quotation.

CG2144 Limitation - Designated Premises or Project; MUS010120139 Exclusion Infringement of Intellectual Property; MUS010120112 Exclusion – Occupational Disease.

Property:

Location 1: 7267 Olive Blvd, Saint Louis, MO 63130

\$ 200,000 Building Valuation: RCV

Coverage Form: Special Including Theft

Coinsurance: 90%

Wind & Hail Coverage: Included

Wind & Hail Deductible: 1% subject to a minimum of \$2,500; whichever is greater.

All Other Perils Deductible: \$2,500

Location 2: 7271 Olive Blvd, Saint Louis, MO 63130

\$ 240,000 Building Valuation: RCV

Coverage Form: Special Including Theft

Coinsurance: 90%

Wind & Hail Coverage: Included

Wind & Hail Deductible: 1% subject to a minimum of \$2,500; whichever is greater.  
All Other Perils Deductible: \$2,500

Location 3: 7273 Olive Blvd, Saint Louis, MO 63130

\$ 212,000 Building

Valuation: RCV

Coverage Form: Special Including Theft

Coinsurance: 90%

Wind & Hail Coverage: Included

Wind & Hail Deductible: 1% subject to a minimum of \$2,500; whichever is greater.

All Other Perils Deductible: \$2,500

Location 1: 7267 Olive Blvd, Saint Louis, MO 63130

Code: 702, Banks and Offices other than Governmental, Ded: \$2,500, Prot Class: 3, Constr: Joisted Masonry, Cov. Form: Special Including Theft, Wind Ded: \$2,500, Year Built: 1961, Heating Updated: 2012, Plumbing Updated: 2012, Roof Updated: 2012, Wiring Updated: 2012, Sq Feet: 2498, CSA: None - Bldg Covg Only, Theft Sublimit: \$0, RCV Bldg

Coverage Type	Basis	User Adj. Rate
Building	\$200,000	0.5635
Contents	\$0	0.5635

Code: 61224, Buildings or Premises office premises occupied by employees of the insured Other than Not- For- Profit

Coverage Type	Basis	User Adj. Rate
Area	2,498	84.0766

Location 2: 7271 Olive Blvd, Saint Louis, MO 63130

Code: 61224, Buildings or Premises office premises occupied by employees of the insured Other than Not- For- Profit

Coverage Type	Basis	User Adj. Rate
Area	2,200	84.0766

Code: 900, Churches and Synagogues, Ded: \$2,500, Prot Class: 3, Constr: Joisted Masonry, Cov. Form: Special Including Theft, Wind Ded: \$2,500, Year Built: 1961, Heating Updated: 2012, Plumbing Updated: 2012, Roof Updated: 2012, Wiring Updated: 2012, Sq Feet: 2200, CSA: None - Bldg Covg Only, Theft Sublimit: \$0, RCV Bldg

Coverage Type	Basis	User Adj. Rate
Building	\$240,000	0.5635
Contents	\$0	0.5635

Location 3: 7273 Olive Blvd, Saint Louis, MO 63130

Code: 567, Mercantile - Sole Occupancy Only - Not Otherwise Classified - Moderate Susceptibility, Ded: \$2,500, Prot Class: 3, Constr: Joisted Masonry, Cov. Form: Special Including Theft, Wind Ded: \$2,500, Year Built: 1961, Heating Updated: 2012, Plumbing Updated: 2012, Roof Updated: 2012, Wiring Updated: 2012, Sq Feet: 2150, CSA: None - Bldg Covg Only, Theft Sublimit: \$0, RCV Bldg

Coverage Type	Basis	User Adj. Rate
Building	\$212,000	0.5635
Contents	\$0	0.5635

Code: 61224, Buildings or Premises office premises occupied by employees of the insured Other than Not- For- Profit

Coverage Type	Basis	User Adj. Rate
Area	2,150	84.0766



**REAL ESTATE TAX RECEIPT**

Serves as proof of paid real estate taxes for the tax year and property information shown.

No Taxes Are Due

Effective 1/14/2024

**Tax Year:** 2023

**Locator Number:** 17J510450

**Owner Name:** Macc Boyz Properties L L C

**Property Location:** 7271 Olive Blvd

**Subdivision:** W L Musick Subd

**Block Number:** 3

**Lot Number:** 16

**School Sub Code:** 131IK

**Legal Description:**

**Assessed Value:** \$47,780.00

Office Use: TPRNZ095D4M0N1X54J87T1A3DN 1/14/2024 6:16:04 PM

23 23 17J510450 MAC

**Real Estate Taxes Paid:**

Locator Number - 17J510450

Year	Tax	Interest	Penalties	Other Charges	Total Tax	Amount Paid	Date
2023	\$3,787.87	\$0.00	\$0.00	\$812.26	\$4,600.13	\$4,600.13	12/31/23

Commercial surcharges apply to this property.

Additional charges amount may include charges and fees for:

• Check/Returned Payment Fees (\$25.00 each)

• Municipal surcharges.

• Annual fee, which is an amount determined by your jurisdiction but is often \$18, \$28 or \$50.

• Assessment charges, interest and penalties.

• Late interest and penalties.

Information is current up to the minute. All other information is current as of 1/13/2024.

Please contact the Collection Division at (314) 615-5500.





# University City Commercial Façade Improvement Program Application

Date of Application: JANUARY 6, 2024

### I. APPLICANT AND BUSINESS INFORMATION

Name of Applicant: OLUSOLAPE FALAKO  
 Name of Business: OLUDARE FALAKO ENT DBA WORLDWIDE INT. FOODS  
 Business Address: 8430 OLIVE BLVD  
 Project Address (if different): SAME  
 Phone Number: 314 265 5331 E-mail Address: OLUSOLAPE@NETSCAPE.NET  
 Type of Business: INTERNATIONAL/AFRICAN GROCERY STORE  
 Minority/Women/Veteran Owned?  If Yes, please provide documentation.

### II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name of Property Owner: CROMIN PROPERTIES  
 Telephone Number: 314 862 5119  
 E-mail Address: \_\_\_\_\_  
 Business Address: 606 N S St 218

### III. PROJECT FINANCING INFORMATION

Total Project Cost: 30,332  
 Amount of Grant Funds Requested: 15,000  
 Percentage of Total Project Cost Requested: 50%  
 (Maximum funding request cannot exceed 50% of the proposed project cost, up to \$15,000)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130  
 or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org).

Please explain how the applicant's portion of the project will be financed (loan, etc.). Include any documentation and supporting evidence of applicant's ability to finance their portion of the project.

Credit Card and business  
finances

**IV. PROPOSED FAÇADE IMPROVEMENTS**

Please provide a summary of the proposed project and how the requested funds will be used. Be specific in describing the project elements. Attach additional pages if necessary. Note: A pre-application meeting and/or site visit with the applicant and City may be necessary to understand the scope and nature of the project.

Awning installation - Summer  
Door installation - As soon as possible  
Sign installation - Spring/Summer

Please provide a project schedule and a tentative completion date. (Example, within six months, as soon as possible, summer, etc.)

NOTE: Applicant must complete project within one (1) year of application approval

**V. ADDITIONAL SUBMISSIONS AND REQUIREMENTS**

1. Color photographs of the existing building exterior. Need to show all sides of the building, with emphasis on the area to be improved
2. Design plans/renderings of the anticipated façade improvements, including any signage
3. Three (3) bids from contractors detailing the following:
  - Description of the materials to be used and the construction procedure
  - Itemized cost estimate of the project
4. Applicants, if a tenant, must provide signature approval from the property owner (see below)
5. Applicants must show they are free from any liens and mortgage & tax obligations, and property and casualty insurance are current
6. By signing below, applicant agrees:
  - Façade improvements will comply with all applicable city codes, ordinances, and the Olive Boulevard Design Guidelines (if applicable).
  - To complete the façade improvements within fiscal year (July 1, 2022 – June 30, 2023)
  - To attend a pre-application meeting with City staff, if needed

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130 or email to [montez@universitymo.org](mailto:montez@universitymo.org).

VI. CERTIFICATION

Please read the following and sign below. **Property owner and tenant must sign, if different.**

The information contained in this application is accurate to the best of my knowledge. Applicants understand that personal, business and/or property information may be requested pursuant to this application and hereby give their consent for such information to be provided. The City of University City retains the sole decision as to whether this grant application is approved, denied, or modified.

Applicant agrees to accept future maintenance and other associated costs occurring after the completion of the project. Applicant also agrees to allow the City to provide and maintain landscape elements (flower planters, etc.) along the building façade when appropriate.

**APPLICANT**

**PROPERTY OWNER (if different)**

OLUSOLAPE FALAKO  
Name (print)

CROTCH PROPERTIES  
Name (print)

OWNER  
Title

OWNER  
Title

[Signature]  
Signature

[Signature]  
Signature

01/07/2024  
Date

01/7/2024  
Date

**FOR OFFICE USE ONLY**

Approved Amount of Funding: \_\_\_\_\_ Parcel ID Number (St. Louis County): \_\_\_\_\_

Business License and Occupancy Permit current? YES  NO

Project Approved as stated in Application YES  NO

If No, Explain Modifications \_\_\_\_\_

Application Approved:

\_\_\_\_\_  
Signature Print Name Date

Applicant Notified to Proceed:

\_\_\_\_\_  
Date Notification Method (Email, Phone, etc.)

Submit completed application to Montez Milles, City of University City, 6801 Delmar Blvd., University City, MO 63130  
or email to [mmilles@citymo.org](mailto:mmilles@citymo.org).



## University City Commercial Façade Improvement Program Application

Date of Application: JANUARY 7<sup>th</sup> 2024

### I. APPLICANT AND BUSINESS INFORMATION

Name of Applicant: OLUSOLAPE FALAKO

Name of Business: MORGE VILLAGE LAUNDRY

Business Address: 8500 OLIVE BLVD

Project Address (if different): SAME

Phone Number: 314 265 5331 E-mail Address: OLUSOLAPE@NETSCAPE.NET

Type of Business: LAUNDROMAT

Minority/Women/Veteran Owned?  If Yes, please provide documentation.

### II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name of Property Owner: OLUSOLAPE FALAKO

Telephone Number: 314 265 5331

E-mail Address: OLUSOLAPE@NETSCAPE.NET

Business Address: 8430 OLIVE BLVD, ST. LOUIS, MO

### III. PROJECT FINANCING INFORMATION

Total Project Cost: 43,230

Amount of Grant Funds Requested: 15,000

Percentage of Total Project Cost Requested: 50%

(Maximum funding request cannot exceed 50% of the proposed project cost, up to \$15,000)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MD 63130  
or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org).

Please explain how the applicant's portion of the project will be financed (loan, etc.). Include any documentation and supporting evidence of applicant's ability to finance their portion of the project.

Credit Card and personal / low net  
finances

#### IV. PROPOSED FACADE IMPROVEMENTS

Please provide a summary of the proposed project and how the requested funds will be used. Be specific in describing the project elements. Attach additional pages if necessary. Note: A pre-application meeting and/or site visit with the applicant and City may be necessary to understand the scope and nature of the project.

Power Washing - As soon as Spring Starts  
Awning Installation - Summer  
Tuck pointing - Spring  
Sign Installation - Summer / Spring

Please provide a project schedule and a tentative completion date. (Example, within six months, as soon as possible, summer, etc.)

NOTE: Applicant must complete project within one (1) year of application approval

#### V. ADDITIONAL SUBMISSIONS AND REQUIREMENTS

1. Color photographs of the existing building exterior. Need to show all sides of the building, with emphasis on the area to be improved
2. Design plans/renderings of the anticipated façade improvements, including any signage
3. Three (3) bids from contractors detailing the following:
  - Description of the materials to be used and the construction procedure
  - Itemized cost estimate of the project
4. Applicants, if a tenant, must provide signature approval from the property owner (see below)
5. Applicants must show they are free from any liens and mortgage & tax obligations, and property and casualty insurance are current
6. By signing below, applicant agrees:
  - Façade improvements will comply with all applicable city codes, ordinances, and the Olive Boulevard Design Guidelines (if applicable).
  - To complete the façade improvements within fiscal year (July 1, 2022 – June 30, 2023)
  - To attend a pre-application meeting with City staff, if needed

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130  
or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org).

**VI. CERTIFICATION**

Please read the following and sign below. Property owner and tenant must sign, if different.

The information contained in this application is accurate to the best of my knowledge. Applicants understand that personal, business and/or property information may be requested pursuant to this application and hereby give their consent for such information to be provided. The City of University City retains the sole decision as to whether this grant application is approved, denied, or modified.

Applicant agrees to accept future maintenance and other associated costs occurring after the completion of the project. Applicant also agrees to allow the City to provide and maintain landscape elements (flower planters, etc.) along the building façade when appropriate.

APPLICANT

PROPERTY OWNER (if different)

OLUSOLAPE FALAIKO  
Name (print)

\_\_\_\_\_  
Name (print)

OWNER  
Title

\_\_\_\_\_  
Title

[Signature]  
Signature

\_\_\_\_\_  
Signature

02/06/2024  
Date

\_\_\_\_\_  
Date

\*\*\*\*\*  
**FOR OFFICE USE ONLY**

Approved Amount of Funding: \_\_\_\_\_ Parcel ID Number (St. Louis County): \_\_\_\_\_

Business License and Occupancy Permit current? YES  NO

Project Approved as stated in Application YES  NO

If No, Explain Modifications \_\_\_\_\_

Application Approved:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Applicant Notified to Proceed:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notification Method (Email, Phone, etc.)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130  
or email to [mmiles@ucitymo.org](mailto:mmiles@ucitymo.org).









CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM

NUMBER:  
For City Clerk Use CA20230513-06

SUBJECT/TITLE:  
EDRST Funding - Manneqins Project

PREPARED BY: Brooke A. Smith DEPARTMENT / WARD: Economic Development

AGENDA SECTION: Consent CAN ITEM BE RESCHEDULED? No

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:  
City Manager recommends approval.

FISCAL IMPACT:  
The EDRST reserves will be reduced by \$20,000

AMOUNT: \$25,000 ACCOUNT No.: 11.45.78.6040  
FROM FUND: Fund 11 Fund Reserves TO FUND: Fund 11 Fund Reserves

EXPLANATION:  
The Mannequins Project receives annual funding from the EDRST Fund for their public art installation project.

STAFF COMMENTS AND BACKGROUND INFORMATION:  
The Mannequins Project receives \$25,000 annually for its public art installation project along Delmar. \$20,000 was previously approved to cover advertising outside of the local markets. This \$25,000 will cover administering the program.

CIP No.

RELATED ITEMS / ATTACHMENTS:  
1. The Mannequins Project Proposed Budget

LIST CITY COUNCIL GOALS (S):  
Economic Development

RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose MEETING DATE: May 13, 2024

Mannequins Project  
2024 Budget \$45,000

EDRST Funds \$25,000

- Advertising \$13,675
  - \*KMOV
  - \*KTVI
  - \*KSDK
  - \*Town & Style Magazine
  - \*T-Shirts
  - \*Videographer/Photographer
- Marketing \$4,825
  - \*Social Media
  - \*Signage
- Cash Prizes \$6,000
- Business Bucks (merchant gift cards) \$500

EDRST Funds \$20,000

- Advertising
  - \*Commercial
  - \*KMBC
  - \*KCWDAF
  - \*KMOV
  - \*KTVI
  - \*KSDK

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



<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>CM20240513-01</b>
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<b>SUBJECT/TITLE:</b> City Manager General Updates			
<b>PREPARED BY:</b>		<b>DEPARTMENT / WARD</b> Administration - All	
<b>AGENDA SECTION:</b>	City Manager's Report	<b>CAN ITEM BE RESCHEDULED?</b>	
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b>			
<b>FISCAL IMPACT:</b>			
<b>AMOUNT:</b>		<b>ACCOUNT No.:</b>	
<b>FROM FUND:</b>		<b>TO FUND:</b>	
<b>EXPLANATION:</b> General updates as provided by the City Manager.			
<b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b>			
<b>CIP No.</b>			
<b>RELATED ITEMS / ATTACHMENTS:</b>			
<b>LIST CITY COUNCIL GOALS (S):</b>			
<b>RESPECTFULLY SUBMITTED:</b>	City Manager, Gregrory Rose	<b>MEETING DATE:</b>	5/13/2024



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



<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>CM20240513-02</b>
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<b>SUBJECT/TITLE:</b> CUP-24-01 - A Conditional Use Permit (CUP) application to allow a banquet hall at 8348 Olive Boulevard in the "GC" General Commercial District.			
<b>PREPARED BY:</b> John L. Wagner		<b>DEPARTMENT / WARD</b> Planning and Development/Ward 3	
<b>AGENDA SECTION:</b>	City Manager's Report	<b>CAN ITEM BE RESCHEDULED?</b>	yes
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b> City Manager concurs with the Plan Commission and recommends approval.			
<b>FISCAL IMPACT:</b> N/A			
<b>AMOUNT:</b>		<b>ACCOUNT No.:</b>	
<b>FROM FUND:</b>		<b>TO FUND:</b>	
<b>EXPLANATION:</b> N/A			

<b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b> The Conditional Use Permit was approved at the March 27, 2024 Plan Commission meeting with the following Staff Recommendations: <ol style="list-style-type: none"> <li>1. A banquet hall use is approved for 1,700 square feet (1,200 net square feet of seating area).</li> <li>2. A reduction in the number of required off-street parking spaces is approved, from 28 spaces to 20 spaces, per Sections 400.2130(B), 400.2130(E), and 400.2700(D)(2).</li> <li>3. The subject property must be brought into compliance with Article VIII "Sign Regulations" and all building code regulations.</li> <li>4. The maximum occupant load for the proposed banquet hall is 80 people.</li> </ol>
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<b>CIP No.</b>	
<b>RELATED ITEMS / ATTACHMENTS:</b> Attached are the Staff Report from the March 27, 2024 Plan Commission, amended to include for the City Council the Commission's recommendation, as well as Plan Commission Transmittal Letter and the application for the Conditional Use Permit that includes a narrative, site layout and photos.	

<b>LIST CITY COUNCIL GOALS (S):</b> Economic Development, Community Quality of Life, Encourage High-quality Growth.			
<b>RESPECTFULLY SUBMITTED:</b>	City Manager, Gregroy Rose	<b>MEETING DATE:</b>	May 13, 2024



**Department of Planning and Development**

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

March 27, 2024

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

RE: Application for Conditional Use Permit: CUP 24-01– A request to allow a banquet hall at 8348 Olive Boulevard in the “GC” General Commercial District.

Dear Ms. Reese,

At a regularly scheduled meeting on March 27, 2024, at 6:30 p.m. at the Heman Park Community Center, the Plan Commission considered the application of The Showroom Event Center LLC (Ruby P. Walsh) for a Conditional Use Permit (CUP) to allow a banquet hall at 8348 Olive Boulevard in the “GC” General Commercial District.

By a vote of 5 to 0, the Plan Commission recommended approval of said major subdivision.

Sincerely,

Margaret Holly, Chairperson  
University City Plan Commission



**STAFF REPORT**

**City Council**

<b>Meeting Date</b>	<b>May 13, 2024</b>
<b>File Number</b>	CUP-24-01
<b>Council District</b>	3
<b>Location</b>	8348 Olive Boulevard
<b>Applicant</b>	The Showroom Event Center LLC (attn. Ruby P. Walsh)
<b>Property Owner</b>	MRD Realty LLC
<b>Request</b>	Conditional Use Permit (CUP) to allow for a banquet hall in the "GC" General Commercial District

**Comprehensive Plan Conformance:**

Yes       No       No reference

**Staff Recommendation:**

Approval       Approval with Conditions       Denial

**Attachments:**

- A. Application
- B. Narrative
- C. Floor Plan
- D. Photos

**Applicant Request**

The applicant, Ruby P. Walsh of The Showroom Event Center LLC, is requesting a Conditional Use Permit (CUP) to allow for a banquet hall at 8348 Olive Boulevard, located in the "GC" General Commercial District. Ms. Walsh is a co-owner of MRD Realty LLC, which is the property owner of record. The applicant is not proposing any exterior building modifications or expansions. The previous use was office/warehouse.

**Existing Property**

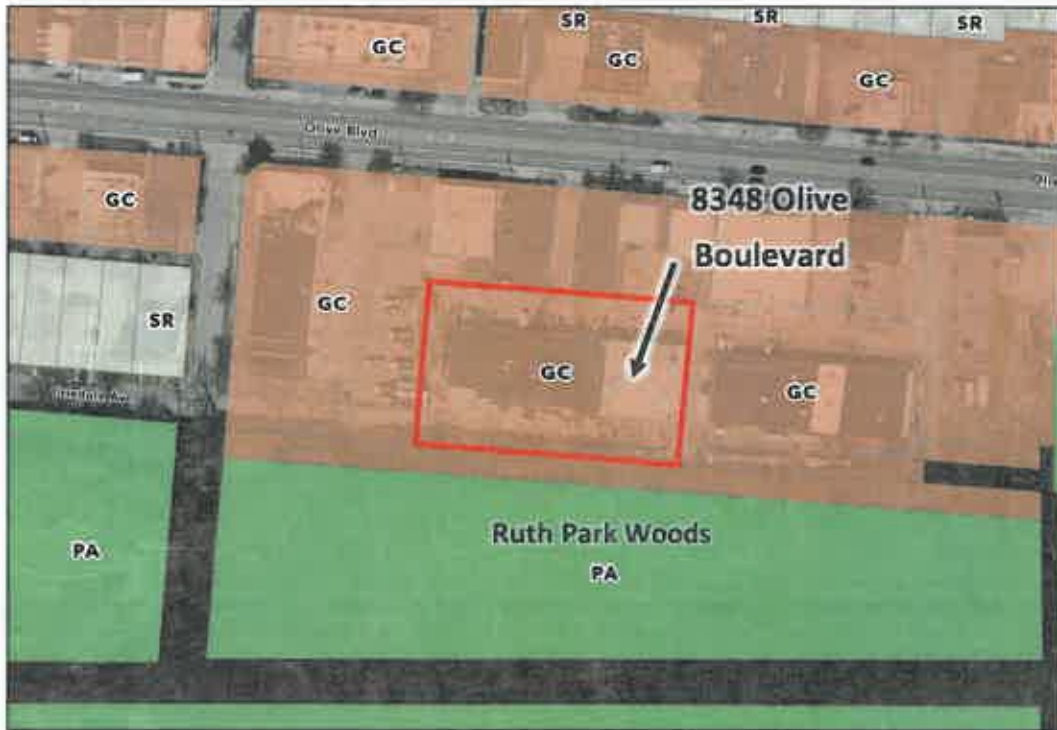
The subject property is located behind three commercial buildings (8336, 8340, and 8356 Olive Boulevard) which have street frontage. The subject property therefore does not have direct frontage to Olive, so access to the site is via a private drive located between 8340 and 8356 Olive. The building on the subject property was built in 1962 and is about 20,080 square feet. Currently, there are two tenants in the building that are both used as office/warehouse for two construction companies. The proposed banquet hall would occupy the easternmost space in the building, which is about 8,240 square feet.

The property is zoned General Commercial (GC) and is not within any historic district. Most of the property is within the 500-year floodplain, and a small portion of the property near the south property line is within

the 100-year floodplain. No structures are located within the 100-year floodplain.

Existing Zoning & Land Use		Surrounding Zoning & Land Use	
Existing Zoning:	General Commercial (CC)	North:	General Commercial (GC); Retail, office, day care center, dance studio
Existing Land Use:	Multi-tenant commercial with office/warehouse uses	East:	General Commercial (GC); Retail, office/warehouse
Proposed Zoning:	<i>No change</i>	South:	Public Activity (PA); Park (Ruth Park Woods)
Proposed Land Use:	Multi-tenant commercial with banquet hall	West:	General Commercial (GC); Auto repair shop, office

**Surrounding Zoning**



**Analysis**

*Land Use and Zoning*

The proposed use of a banquet hall is a conditional use in the “GC” General Commercial District. The applicant’s proposed floor plans for the tenant space include a banquet hall (1,700 sf), showroom (1,500 sf), storage (4,040 sf), and a few ancillary spaces. The total gross square footage being occupied by the applicant is 8,240 sf.

Because the requested Conditional Use Permit is only for a change of use and no exterior modifications or expansions are proposed, any “non-conforming situations” that currently exist with the property are allowed to continue existing unless changes made to the site or building result in an increase in the *degree* of the non-conforming situation. The only standards in the zoning code impacted by the change of use are the off-street parking requirements, described below.

#### *Off-Street Parking and Loading Requirements*

The subject property has 34 parking spaces, including two (2) accessible spaces. Of the 34 spaces, nine (9) spaces are reserved for two existing tenants in the building. There is an additional space that is currently vacant but will soon be occupied by the Historical Society of University City, which will use the 4,500 square foot space for storage. Per the parking requirements, this space would require (5) parking spaces. Therefore, of the 34 parking spaces on-site, 14 are dedicated for other tenants, and the remaining 20 parking spaces are available for the proposed banquet hall/showroom.

“Places of public assembly,” which include banquet halls, require one (1) parking space for every 50 square feet of floor area where no fixed seating is provided. The proposed banquet hall will not have fixed seating; rather it will provide rearrangeable tables and chairs for events hosted in the space. With 1,200 square feet of net seating area in the event space, 24 parking spaces are required.

The proposed use also includes 1,500 square feet of showroom area. The zoning code does not specify the parking requirements for a showroom. The closest use in the schedule of off-street parking space requirements would be “furniture or appliance stores,” which require one (1) space for every 400 square feet. Therefore, the showroom portion of the space requires four (4) parking spaces.

After speaking with University City building inspectors, it appears the showroom space may be being set up for banquet hall, which would increase the parking requirements. If the showroom ends up being used as a banquet hall, it will require an additional 23 parking spaces. This is assuming that only 75% (1,125 sf) of that room can be used for tables and seating.

**Between the proposed uses of banquet hall (1,200 net sf) and showroom (1,500 sf), 28 parking spaces are required per code.** If in the future, the applicant wishes to use the showroom as a banquet hall as well, an amended Conditional Use Permit would be required at that point. The applicant is co-owner of the adjacent property to the east (8312 Olive), where there may be opportunity for a shared parking agreement to satisfy the increased parking requirements.

The zoning code includes a few exceptions to the minimum required parking spaces. The exceptions which are relevant to this CUP are described below.

#### ❖ **400.2130(B) Exception For Change Of Use Of Existing Commercial Buildings**

Through the conditional use permit procedure, the required parking can be reduced by up to 25%, when commercial buildings are being reused, subject to a few conditions:

1. The reduction shall not exceed twenty-five percent (25%) of the off-street parking space requirements for the proposed use.
2. No reduction shall be made in the amount of existing available off-street parking spaces on-site.
3. The proposed use does not involve an expansion of the building that would result in additional parking or loading space requirements.
4. Notwithstanding compliance with other standards contained in this Article (e.g., setbacks and landscaping), any portion of the site that can be reasonably converted to off-street parking shall be so used to satisfy a portion of the parking requirement.
5. The reduction shall not result in spill-over parking on adjacent or nearby properties. In making its determination, the Plan Commission and City Council shall consider information on the parking and loading demand associated with the proposed use as

presented by the applicant and City staff.

*With this exception, the number of required parking spaces (28) can be reduced by 7.0 spaces.*

❖ **400.2130(E) Exception For Uses Located Near Transit Stations And Stops**

For uses located within five hundred (500) feet of a public transit station or stop, the off-street parking requirements may be reduced by ten percent (10%). The Loop Trolley stops and stations shall not be included in this exception.

*With this exception, the number of required parking spaces (28) can be reduced by 2.8 spaces.*

❖ **400.2700(D)(2) Adjustments to Standards through the CUP Procedure.** The City Council, in imposing conditions and restrictions, may adjust the standards set forth in this Chapter when it finds such adjustment will be more effective in achieving the spirit and intent of the Chapter. Such adjustments are permitted to be more restrictive or less restrictive, provided that no dimensional regulations or standard shall become less restrictive by a factor of more than twenty percent (20%).

*With this exception, the number of required parking spaces (28) can be reduced by 5.6 spaces.*

With the above exceptions, the number of required parking spaces can be reduced to 13 spaces. The subject property has 20 parking spaces available for the proposed banquet hall/showroom. Additionally, staff is of the opinion that the other tenants in the subject property have complimentary peak periods of parking demand. If the Plan Commission recommends and City Council approves the above parking exceptions, the applicant would comply with the parking requirements.

*Comprehensive Plan*

The future character and land use map of the comprehensive plan identifies the subject property as "Community Corridor". The proposed uses do not conflict with this character type.

**Review Criteria**

The applicant is in accordance with the Conditional Use Permit review criteria, as set forth in §400.2710 of the Zoning Code, and listed below:

1. The proposed use complies with the standards of this Chapter, including performance standards, and the standards for motor vehicle-oriented businesses, if applicable, as contained in Section 400.2730 of this Article.
2. The impact of projected vehicular traffic volumes and site access is not detrimental with regard to the surrounding traffic flow, pedestrian safety, and accessibility of emergency vehicles and equipment.
3. The proposed use will not cause undue impacts on the provision of public services such as police and fire protection, schools, and parks.
4. Adequate utility, drainage and other such necessary facilities have been or will be provided.
5. The proposed use is compatible with the surrounding area.
6. The proposed use will not adversely impact designated historic landmarks or districts.
7. Where a proposed use has the potential for adverse impacts, sufficient measures have been or will be taken by the applicant that would negate, or reduce to an acceptable level, such potentially adverse impacts. Such measures may include, but not necessarily be limited to:
  - a. Improvements to public streets, such as provision of turning lanes, traffic control islands, traffic control devices, etc.
  - b. Limiting vehicular access so as to avoid conflicting turning movements to/from the site

and access points of adjacent properties, and to avoid an increase in vehicular traffic in nearby residential areas.

- c. Provision of cross-access agreement(s) and paved connections between the applicant's property and adjacent property(ies) which would help mitigate traffic on adjacent streets;
- d. Provision of additional screening and landscape buffers, above and beyond the minimum requirements of this Chapter;
- e. Strategically locating accessory facilities, such as trash storage, loading areas, and drive-through facilities, so as to limit potentially adverse impacts on adjacent properties while maintaining appropriate access to such facilities and without impeding internal traffic circulation;
- f. Limiting hours of operation of the use or certain operational activities of the use (e.g., deliveries); and
- g. Any other site or building design techniques which would further enhance neighborhood compatibility.

#### **Findings of Fact**

According to §400.2720, the Plan Commission shall not recommend approval of a conditional use permit unless it shall, in each specific case, make specific written findings of fact based directly upon the particular evidence presented to it supporting the conclusion that the proposed conditional use:

1. Complies with all applicable provisions of this Chapter;
2. At the specific location will contribute to and promote the community welfare or convenience;
3. Will not cause substantial injury to the value of neighboring property;
4. Is consistent with the Comprehensive Plan, neighborhood development plan (if applicable), the Olive Boulevard Design Guidelines (if applicable), and any other official planning and development policies of the City; and
5. Will provide off-street parking and loading areas in accordance with the standards contained in Article VII of this Chapter.

#### **Process – Required City Approvals**

Plan Commission. Section 400.2700(C) of the Zoning Code requires that CUP applications be reviewed by Plan Commission. The Plan Commission shall make a recommendation to the City Council for their consideration. A public hearing is required at the Plan Commission meeting.

City Council. Section 400.2700(D) of the Zoning Code requires that CUP applications be reviewed by City Council for final decision, subsequent to a public hearing and recommendation from Plan Commission. In conducting its review, City Council shall consider the staff report, Plan Commission's recommendation, and application to determine if the proposed CUP application meets the requirements of the Zoning Code.

---

#### **Staff Recommendation**

Staff recommends approval of the Conditional Use Permit for the property located at 8348 Olive Boulevard, with the following conditions:

1. A banquet hall use is approved for 1,700 square feet (1,200 net square feet of seating area).
2. A reduction in the number of required off-street parking spaces is approved, from 28 spaces to 20 spaces, per Sections 400.2130(B), 400.2130(E), and 400.2700(D)(2).
3. The subject property must be brought into compliance with Article VIII "Sign Regulations" and all building code regulations.
4. The maximum occupant load for the proposed banquet hall (1,200 net square feet) is 80 people.



**Department of Planning & Development**

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

**APPLICATION FOR CONDITIONAL USE PERMIT**  
Under Article 11 of the Zoning Code of University City, Missouri

1. **Address/Location of Site/Building:** 8348 Olive Blvd, 63132
2. **Zoning District (check one):**  
 SR    LR    MR    HR    HRO    GC    LC    CC    IC    PA    PD
3. **Applicant's Name, Corporate or DBA Name, Address, Phone Number, and Email:** ruby.pradas@gmail.com  
The Showroom Event Center LLC   Ruby P Walsh, 7567 Cornell Ave 63130  
314.920.0580
4. **Applicant's Interest in the Property:**    Owner    Owner Under Contract    Tenant\*  
 Tenant Under Contract\*    Other\* (explain):  
\_\_\_\_\_

\* Zoning Code Section 400.2680 requires that the application come from one (1) or more of the owners of record or owners under contract of a lot of record (or zoning lot), or their authorized representative. If you are applying as a tenant, tenant under contract or other, you must attach a signed letter from the property owner stating that they authorize you to file this Conditional Use Permit application on their behalf.

5. **Owner's Name, Corporate or DBA Name, Address, Phone Number, and Email (if other than Applicant):**  
Ruby P Walsh                                      MRD Realty LLC                                      7567 Cornell Ave 63130  
314.920.0580

6. **Please state, as fully as possible, how each of the following standards are met or will be met by the proposed development or use for which this application is being made. Attach any additional information to this application form.**

a) Complies with all applicable provisions of the University City Zoning Code (e.g. required yards and setbacks, screening and buffering, signs, etc.).  
See Attached Layout

b) At the specific location will contribute to and promote the community welfare or convenience.  
I have been a business owner at this location for over 15 years. My business rents linens and furniture to the public. I love U City and live five minutes from my shop. The community is always knocking on my door asking for small event space for their convenience and I am hoping to be able to accommodate them.

c) Will not cause substantial injury to the value of neighboring property.

My venue is not directly on Olive Blvd, but behind existing business located on Olive. I believe what I have accomplished so far has only added value and substantial improvements and beauty to the City.

d) Is consistent with the Comprehensive Plan, neighborhood development plan (if applicable), and any other official planning and development policies of the City.

I am proud of what I have accomplished in renovating both of my buildings. Both have been painted, and the new external lighting has reduced crime. Also, the new parking lots have only added to the beautiful appearance. I have received so many compliments.

e) Will provide off-street parking and loading areas in accordance with the standards contained in Article 7 of the University City Zoning Code

I just completed resurfacing the entire parking lots of both buildings and now have 85 parking spaces with handicap access and loading docks if necessary.

**\*\* In addition to this application form, memo detailing the following information is required:**

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

A Public Hearing before the Plan Commission is required. Notice of such Public Hearing must be published in a newspaper of general circulation at least fifteen (15) days in advance. Upon receipt of a Plan Commission Recommendation, the City Council must consider this application and supporting information before a Use Permit may be granted. A fee of \$250 must accompany this application.

January 25, 2024

Date

  
Applicant's Signature and Title

Representing (if applicable)

**FOR OFFICE USE ONLY**

\_\_\_\_\_ Date Application was Received.

\_\_\_\_\_ Application Fee in the Amount of \$ \_\_\_\_\_ Receipt # \_\_\_\_\_

\_\_\_\_\_ Application returned for corrections or additional data, drawings, etc.

\_\_\_\_\_ Case # \_\_\_\_\_ created.

## **Additional Information: Application for Conditional Use Permit**

The Conditional Use Permit is being submitted for The Showroom Event Center (SEC), a single-member LLC, and is located at 8348 Olive Blvd., 63132. The owner is Ruby P. Walsh, who also owns the building next door, 8312 Olive Blvd., where her other business, All Seasons Catering & Buffet, Inc. (ASL), DBA All Seasons Linen Rental, is located. ASL has existed for over twenty years and located at 8312 Olive Blvd. for fifteen of those years.

Ruby purchased the 8312 Olive Blvd. property approximately six years ago and the 8348 Olive Blvd. was purchased with her husband, Derek Young, in August of 2022.

8348 Olive Blvd. was chosen as the site for SEC for many reasons, including the proximity to ASL, customer convenience, proximity to Highway 1-70, and her home at 7567 Cornell Ave. But one of the main reasons for choosing this location is there isn't any event space available near this location in U City, and in doing so, it offers the residents of U City an option to gather for events close to home.

ASL will be the exclusive provider of all necessary upscale furniture, linens, lighting, backdrops, etc., to SEC as necessary, increasing taxable sales benefitting U City. SEC is hoping to employ one manager and three staff positions and begin interviews when the application is approved. Currently, SEC has an individual who is very interested in the management position.

ASL has a website available for viewing at [www.allseasonslinen.com](http://www.allseasonslinen.com). The initial hours of operation will be 4 pm to 11 pm, mostly Friday through Sunday.

Significant interior improvements have been made to 8348 Olive Blvd., including the addition of ADA bathrooms, electrical, and plumbing. New flooring throughout has been added to the entire proposed space, as well as custom woodwork, and the ceilings are graced with beautiful chandeliers throughout. The space is amazing. Ruby wants this space to be the "place people want to go to and talk about." Please come by and visit.

There should be no impact on surrounding businesses or neighborhoods. All activities will be confined to the interior of the building. There is no impact on traffic and no outdoor intercoms. Clients will be evaluated prior to engaging, and event rules/restrictions will be agreed upon prior to allowing any event to proceed. The goal is to attract small wedding receptions, birthdays, galas, trade/fashion shows, Bar/Bat Mitzvahs, dance lessons, etc

Ruby believes in U City's goals. Since purchasing both buildings, significant improvements have been made to the properties. The entire parking lot of both buildings has been resurfaced, both buildings have been painted, properties have been cleaned, and landscape added. Security lights have been added to both buildings, significantly reducing vehicle break-ins to zero. She takes so much pride in these buildings and wants the public to be impressed when they notice them.

Ruby grew ASL from a garage location in Creve Coeur to what it is today by offering top-tier services. ASL provides services to all of the most prestigious venues in St. Louis. ASL has a reputation unmatched by any other vendors in St. Louis. The goal now is to make The Showroom Event Center is another prestigious venue in St. Louis.





1 AERIAL MAP



8348 OLIVE BLVD.  
8349 OLIVE BLVD.  
8350 OLIVE BLVD.

**CODE ANALYSIS**

ALL APPLICABLE ILLINOIS AND LOCAL ORDINANCES SHALL BE REVIEWED FOR CONFORMANCE WITH THE REQUIREMENTS OF THE ILLINOIS BUILDING CODES AND ANY APPLICABLE LOCAL ORDINANCES.

- 2011 INTERNATIONAL BUILDING CODE
- 2011 INTERNATIONAL FIRE CODE
- 2011 INTERNATIONAL PLUMBING CODE
- 2011 INTERNATIONAL MECHANICAL CODE
- 2011 INTERNATIONAL ELECTRICAL CODE
- 2011 INTERNATIONAL ENERGY EFFICIENCY CODE
- 2011 INTERNATIONAL SCHEDULE D
- 2011 INTERNATIONAL SCHEDULE E
- 2011 INTERNATIONAL SCHEDULE F
- 2011 INTERNATIONAL SCHEDULE G
- 2011 INTERNATIONAL SCHEDULE H
- 2011 INTERNATIONAL SCHEDULE I
- 2011 INTERNATIONAL SCHEDULE J
- 2011 INTERNATIONAL SCHEDULE K
- 2011 INTERNATIONAL SCHEDULE L
- 2011 INTERNATIONAL SCHEDULE M
- 2011 INTERNATIONAL SCHEDULE N
- 2011 INTERNATIONAL SCHEDULE O
- 2011 INTERNATIONAL SCHEDULE P
- 2011 INTERNATIONAL SCHEDULE Q
- 2011 INTERNATIONAL SCHEDULE R
- 2011 INTERNATIONAL SCHEDULE S
- 2011 INTERNATIONAL SCHEDULE T
- 2011 INTERNATIONAL SCHEDULE U
- 2011 INTERNATIONAL SCHEDULE V
- 2011 INTERNATIONAL SCHEDULE W
- 2011 INTERNATIONAL SCHEDULE X
- 2011 INTERNATIONAL SCHEDULE Y
- 2011 INTERNATIONAL SCHEDULE Z

**GENERAL NOTES**

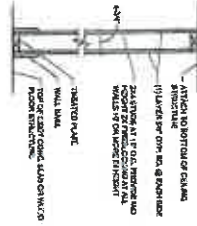
1. CONSULT LOCAL ORDINANCES, APPLICABLE STATE AND FEDERAL ORDINANCES, AND APPLICABLE LOCAL ORDINANCES FOR ANY ADDITIONAL REQUIREMENTS. ALL APPLICABLE LOCAL ORDINANCES SHALL BE REVIEWED FOR CONFORMANCE WITH THE REQUIREMENTS OF THE ILLINOIS BUILDING CODES AND ANY APPLICABLE LOCAL ORDINANCES.

2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS BUILDING CODES AND ANY APPLICABLE LOCAL ORDINANCES.

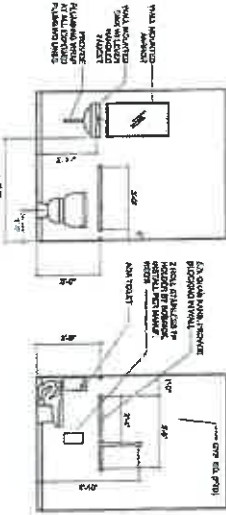
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS BUILDING CODES AND ANY APPLICABLE LOCAL ORDINANCES.

4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS BUILDING CODES AND ANY APPLICABLE LOCAL ORDINANCES.

5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS BUILDING CODES AND ANY APPLICABLE LOCAL ORDINANCES.



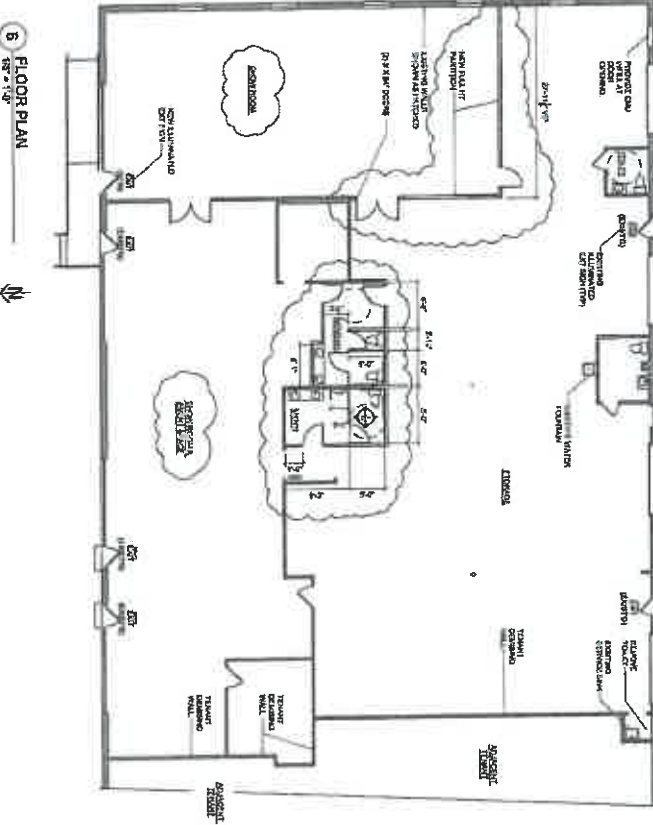
2 TYP PARTITION DETAIL



3 TYP ADA TOILET ELEVATIONS

**FLOOR PLAN NOTES**

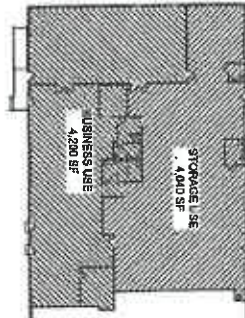
1. ALL PARTITIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS BUILDING CODES AND ANY APPLICABLE LOCAL ORDINANCES.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS BUILDING CODES AND ANY APPLICABLE LOCAL ORDINANCES.
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10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS BUILDING CODES AND ANY APPLICABLE LOCAL ORDINANCES.



5 FLOOR PLAN



4 LIFE SAFETY PLAN



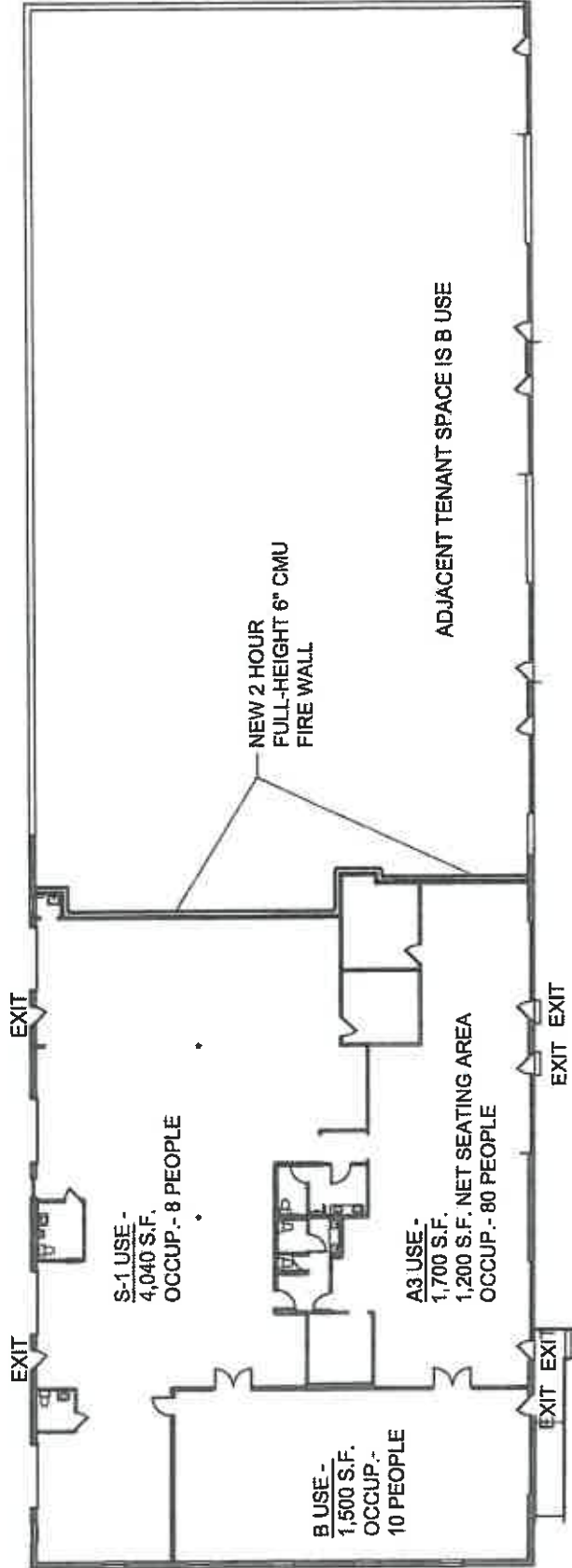
5 USE GROUP PLAN

PERMIT SET - REVISED

A1	REVISED 21 DEC 2023 6 NOV 2023	RENOVATION AT 8348-8350 OLIVE BLVD. UNIVERSITY CITY, MISSOURI
	ISSUED 18 NOV 2022	

**LINK architecture**  
7412 manchester ave.  
saint louis, missouri 63143  
314.435.7257

REVISIONS  
DATE  
BY  
DESCRIPTION



1 PLAN  
 NTS











## University City, Missouri

a year ago · [See more dates](#) >









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

<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>NB20240513-01</b>
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**SUBJECT/TITLE:**  
AN ORDINANCE APPROVING A PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE 711 AND 717 KINGSLAND COMMUNITY IMPROVEMENT DISTRICT AS A POLITICAL SUBDIVISION OF THE STATE OF MISSOURI; AND DIRECTING THE CITY CLERK TO NOTIFY THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT OF THE CREATION OF THE DISTRICT.

<b>PREPARED BY:</b> <b>Keith Cole</b>	<b>DEPARTMENT / WARD</b> <b>Finance</b>
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<b>AGENDA SECTION:</b> <b>New Business - Bill 9537</b>	<b>CAN ITEM BE RESCHEDULED?</b> <b>yes</b>
---	---

**CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:**  
City Manager recommends approval.

**FISCAL IMPACT:**

<b>AMOUNT:</b>		<b>ACCOUNT No.:</b>	
<b>FROM FUND:</b>		<b>TO FUND:</b>	

**EXPLANATION:**  
On April 18, 2024, Delmar Harvard LLC submitted a Petition to University City seeking creation of the 711 and 717 Kingsland Community Improvement District (CID). An Amended and Restated Petition was submitted to University City on May 9, 2024, clarifying that two of the CID directors shall be designated by the City Manager and at least one of those two directors shall meet the requirements of Section 67.1451.2(3) RSMo of the Community Improvement District Act (i.e., a resident of University City, qualified and registered to vote, no financial interest in any real property or business in the CID, and not related to an owner of such property or business), and that the costs of of the CID Project and reimbursement of the such costs will be over the term of the CID, which shall not exceed 27 years.

**STAFF COMMENTS AND BACKGROUND INFORMATION:**  
See attached report

<b>CIP No.</b>	
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**RELATED ITEMS / ATTACHMENTS:**  
Staff Report  
Bill No. 9537, including Exhibit A (CID Petition)

**LIST CITY COUNCIL GOALS (S):**  
Economic Development

<b>RESPECTFULLY SUBMITTED:</b> City Manager, Gregory Rose	<b>MEETING DATE:</b> May 13, 2024
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## **AGENDA ITEM – STAFF REPORT**

**MEETING DATE:** May 13, 2024

**DEPARTMENT:** City Manager's Office

**AGENDA ITEM TITLE:** New Business – Bill 9537

AN ORDINANCE APPROVING A PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE 711 AND 717 KINGSLAND COMMUNITY IMPROVEMENT DISTRICT AS A POLITICAL SUBDIVISION OF THE STATE OF MISSOURI; AND DIRECTING THE CITY CLERK TO NOTIFY THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT OF THE CREATION OF THE DISTRICT

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### **ADDITIONAL BACKGROUND INFORMATION:**

Pursuant to Section 67.1421.1 RSMo, upon receipt of a petition to create a community improvement district, the City Council must hold a public hearing concerning the proposed community improvement district. The public hearing is scheduled to occur at the May 13, 2024 City Council meeting. Following the public hearing, the City Council may, by ordinance, approve the petition and create the district.

The proposed community improvement district includes 1.65 acres of property located at 711 and 717 Kingsland Avenue. If created, the proposed community improvement district intends to impose a 1% sales and use tax. The CID's tax revenues will be used to finance certain site work, utility work and public improvements within the proposed district.

The proposed ordinance approves the creation of the proposed community improvement district and appoints the initial, five-member board of directors of the district. City Manager Gregory Rose and Finance Director Keith Cole and three representatives of Delmar Harvard LLC are proposed to be the initial board of directors.

INTRODUCED BY: \_\_\_\_\_

DATE: May 13, 2024

BILL NO. 9537

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE APPROVING A PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE 711 AND 717 KINGSLAND COMMUNITY IMPROVEMENT DISTRICT AS A POLITICAL SUBDIVISION OF THE STATE OF MISSOURI; AND DIRECTING THE CITY CLERK TO NOTIFY THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT OF THE CREATION OF THE DISTRICT.**

**WHEREAS**, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”) authorize the governing body of any municipality, upon a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

**WHEREAS**, a “Petition for the Creation of a Community Improvement District,” a copy of which is set forth as **Exhibit A**, attached hereto and incorporated herein by reference (the “CID Petition”), was submitted to the City requesting the formation of the 711 and 717 Kingsland Community Improvement District (the “District”) on approximately 1.65 acres of property located at 711 and 717 Kingsland Avenue in the City; and

**WHEREAS**, the City Clerk verified that the CID Petition is proper and complies with the CID Act; and

**WHEREAS**, the City Council held a duly-noticed public hearing on May 13, 2024, at which all persons interested in the formation of the District were allowed an opportunity to speak and at which time the City Council heard all protests and received all endorsements; and

**WHEREAS**, the City Council finds that notice of the establishment of the District has been duly given and the public hearing thereon has been held in which all reasonable protests, objections and endorsements have been heard, all in accordance with Section 67.1431 of the CID Act; and

**WHEREAS**, the City Council further finds that the petition to form the District is proper in that it meets all of the requirements of Section 67.1421 of the CID Act;

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

**Section 1.** The 711 and 717 Kingsland Community Improvement District is hereby established within the City as a political subdivision of the State of Missouri having the powers and purposes set forth in the CID Petition. The District shall include the contiguous tracts of real estate described in **Exhibit A** of the CID Petition. Subject to further approvals by the District and its qualified voters, the District is authorized to impose a sales and use tax, as described in the CID Petition.

**Section 2.** The term of the existence of the District shall begin on the effective date of this Ordinance. The District shall commence the procedures for terminating the District under the CID Act upon the earlier of (a) the redemption in full of all of the obligations issued to finance or refinance the CID Project described in the CID Petition in accordance with the CID Act or (b) twenty-seven (27) years from the effective date of this Ordinance.

**Section 3.** The District shall be governed by a board of directors consisting of five (5) members hereafter appointed by the Mayor with the consent of the City Council in accordance with the CID Act, subject to the qualifications set forth in the CID Petition. The initial members of the District's board of directors are hereby appointed as follows:

<b>Name</b>	<b>Initial Term</b>
Rodney Thomas	2 years
Gene Manis	2 years
Gregory Rose	2 years
Keith Cole	4 years
Matt Towerman	4 years

Successor members of the District's board of directors shall be appointed for four-year terms.

**Section 4.** The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development the report specified in Section 67.1421.6 of the CID Act.

**Section 5.** The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution of such action shall be conclusive evidence of such necessity or advisability. All actions taken to date by the officers of the City with respect to the CID Petition and the District, including, without limitation, the provision of notices for the public hearing regarding the creation of the District, are hereby ratified.

**Section 6.** It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

**PASSED and APPROVED THIS \_\_\_\_\_ DAY OF MAY, 2024.**

\_\_\_\_\_  
MAYOR

(Seal)

ATTEST:

\_\_\_\_\_  
CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT A**

**CID PETITION**

[On file in the Office of the City Clerk]

**AMENDED AND RESTATED PETITION FOR THE CREATION OF A  
COMMUNITY IMPROVEMENT DISTRICT**

To the City of University City, Missouri:

The undersigned petitioner (the “**Petitioner**”) is the owner or representative of the owners of record of more than fifty percent (50%) (a) by assessed value of all real property within the hereinafter described community improvement district, and (b) per capita of all owners of real property within the hereinafter described community improvement district. Petitioner hereby petitions and requests that the City of University City, Missouri (the “**City**”), create a community improvement district as described herein, to be known as **711 AND 717 KINGSLAND COMMUNITY IMPROVEMENT DISTRICT** (the “**District**”), pursuant to the authority of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”).

1. The proposed District is contiguous and located entirely within the City.
2. A legal description of the proposed District is set forth as Exhibit A, attached hereto and incorporated herein by reference. A map illustrating the boundaries of the proposed District is set forth as Exhibit B, attached hereto and incorporated herein by reference.
3. The name of the proposed District is the 711 and 717 Kingsland Community Improvement District.
4. The proposed District consists of approximately 1.65 acres of land, as more particularly described in Exhibit A and Exhibit B, attached hereto and incorporated by reference herein.
5. The proposed District consists of approximately 1.65 acres and all real property located within the proposed District has a total current assessed value of \$620,800.
6. The Petitioner represents 100% per capita of all owners of the real property located within the boundaries of the District, and 100% of all real property within the boundaries of the proposed District by assessed value, as more particularly described in the signature block of the Petitioner and as follows:

<u>Owner</u>	<u>Location</u>	<u>Parcel Identification Number</u>	<u>Acres</u>	<u>Assessed Value</u>
<i>DELMAR HARVARD LLC</i>	711 Kingsland Ave.	18J621308	0.92	\$321,790
<i>DELMAR HARVARD LLC</i>	717 Kingsland Ave.	18J621298	0.73	\$299,010

7. The Petitioner is not seeking a determination that the proposed District, or any legally described portion thereof, is a blighted area.
8. The proposed District shall be formed as a political subdivision governed by a board of directors composed of five directors appointed by the Mayor of the City, with the consent of the

City Council. Each director shall, during his or her term, meet the qualifications of Section 67.1451.2 of the CID Act, provided that two of the directors shall be designated by the City Manager and at least one of those two directors shall meet the requirements of Section 67.1451.2(3) of the CID Act. In addition, so long as Delmar Harvard LLC owns any real property within the District, three of the five directors shall be legally authorized representatives of Delmar Harvard LLC. Successor directors shall be appointed in the same manner. Successor directors shall serve for a term of four years.

9. The initial directors and their respective terms of office shall be as follows:

Name	Initial Term
Rodney Thomas	2 years
Gene Manis	2 years
Gregory Rose	2 years
Keith Cole	4 years
Matt Towerman	4 years

10. Petitioner does not seek limitations on the borrowing capacity of the District.

11. Petitioner does not seek limitations on the revenue generation of the District.

12. The District shall have all powers provided in the CID Act, except as otherwise provided in this Petition.

13. The proposed District may, upon approval by the qualified voters of the District, impose a sales and use tax at a rate of up to one percent (1%) (the “Sales Tax”) on all eligible retail sales made in the proposed District in accordance with Section 67.1545 of the CID Act, for the duration permitted by the CID Act.

14. Notwithstanding anything in the CID Act or this Petition to the contrary, the proposed District shall have no power to levy a special assessment.

15. The Petitioner does not intend to submit real property taxes or business license taxes to the qualified voters for approval and, therefore, the maximum rates of real property taxes and business license taxes proposed in this Petition are zero.

16. A five-year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make (as further described in the five-year plan, the “CID Project”), an estimate of costs of these services and improvements to be incurred, the anticipated sources of funds to pay the costs and the anticipated term of the sources of funds to pay the costs, is set forth in Exhibit C, attached hereto and incorporated herein by reference. It is anticipated that the District will use the CID Revenues to finance and reimburse those eligible CID Project costs incurred on its behalf.

17. The estimated cost of the CID Project is \$1,357,361 (excluding costs of financing, underwriters’ fees and discounts, costs of printing any notes, bonds or other obligations and any official statements relating thereto, costs of credit enhancement, if any, interest, capitalized interest, debt service reserves and the fees of any rating agency, placement fees, or other costs of

issuance of any obligations issued by the proposed District), as further defined in Exhibit C, attached hereto and incorporated herein by reference.

18. The term of the District shall be from the date of establishment by the City until all of the obligations that the District issues to finance and reimburse all of the eligible CID Project costs incurred within the boundaries of the District have been fully redeemed in accordance with the terms of the CID Act, provided that the term of the District shall in no event be longer than 27 years.

19. The signatures of the signers to this Petition may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

20. Petitioner respectfully requests that the proposed District be established pursuant to the CID Act.

Dated this 9<sup>th</sup> day of May, 2024.



**PETITIONER:**

NAME OF OWNER: DELMAR HARVARD LLC

TELEPHONE NUMBER: (314) 292-5317

MAILING ADDRESS: 12647 Olive Blvd, Suite 510  
Creve Coeur, MO 64141

NAME OF SIGNER: Rodney H. Thomas  
BASIS OF LEGAL AUTHORITY TO SIGN: Principal  
SIGNER'S TELEPHONE NUMBER: (314) 852-7000  
SIGNER'S MAILING ADDRESS: 12647 Olive Blvd, Suite 510  
Creve Coeur, MO 64141

TYPE OF ENTITY: Missouri Limited Liability Company

MAP: See Exhibit B

PARCEL IDENTIFICATION NUMBER: Parcel No. 18J621308 and 18J621298

ASSESSED VALUE: \$620,800

By executing this Petition on this 9<sup>th</sup> day of May, 2024, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above.

By: *Rodney H. Thomas*  
Rodney H. Thomas, Principal

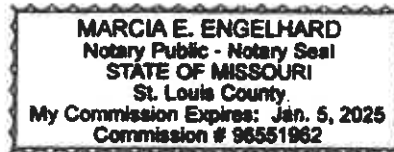
STATE OF MISSOURI     )  
                                  )     ss.  
COUNTY OF ST. LOUIS    )

Before me personally appeared Rodney H. Thomas, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 9<sup>th</sup> day of May, 2024.

*Marcia E. Engelhard*  
Notary Public

My Commission Expires: 1/5/2025



## EXHIBIT A

### Legal Description of Proposed District

#### LOT 1

Part of Lot 9 of Eliza Clemens Estate Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 2 page 42 and Lots 5 through 6 and part of Lots 4 and 9 of Block 1 of University Heights a Subdivision according to the plat thereof recorded in Plat Book 6 page 14 of the St. Louis County Records located In U.S. Survey 378, Township 45 North, Range 6 East of the Fifth Principal Meridian, University City, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northeast corner of a tract of land as conveyed to the City of University City by instrument recorded in Book 6333, Page 2313 of above said records, said point also being located on the west line of Kingsland Avenue, 80 feet wide, thence along the north line of said City of University City tract; North 89 degrees 45 minutes 45 seconds West, 156.50 feet thence departing said south line North 00 degrees 00 minutes 00 seconds East, 255.52 feet to the south line of a tract of land as conveyed to Washington University by instrument recorded in Book 11923, Page 041 of above said records; thence along said south line, South 89 degrees 45 minutes 44 seconds East, 136.50 feet to the southeast corner thereof, also being located on the west right-of-way line of above said Kingsland Avenue; thence along said west right-of-way line, South 00 degrees 14 minutes 16 seconds West, 254.90 feet to the POINT OF BEGINNING.

Containing 40,033 square feet or 0.919 acres, more or less

#### LOT 2

A tract of land being part of Lots 4 and 9 and Lots 5 thru 8 of block 1 of University Heights, as recorded in Plat Book 6, Page 14 and part of Lot 9 of Eliza Clemens Estate Subdivision as recorded in Plat Book 2, Page 42 of the St. Louis County Records, located in U.S. Survey 378, Township 45 North, Range 6 East of the Fifth Principal Meridian, University City, St. Louis County, Missouri, more particularly described as follows:

Commencing at the northeast corner of attract of land as conveyed to the City of University City by instrument recorded in Book 6333, Page 2313 of above said records, said point also being located on the west right-of-way line of Kingsland Avenue, 80 feet wide; thence along the north line of said City of University City tract, North 89 degrees 45 minutes 45 seconds West, 156.50 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along last said north line, North 89 degrees 45 minutes 45 seconds West, 123.97 feet to east right-of-way line of Sgt. Mike King Drive, 50 feet wide; thence along said right-of-way line and the east line of a tract of land as conveyed to the City of University City by instrument recorded in Book 6290, Page 1393, North 00 degrees 14 minutes 16 seconds East, 259.12 feet to the south line of a tract of land as conveyed to Washington University by instrument recorded in Book 11923, Page 041 of above said records; thence along said south line, South 88 degrees 05 minutes 02 seconds East, 144.03 feet; then departing said north line, South 00 degrees 00 minutes 00 seconds West, 255.52 feet to the POINT OF BEGINNING

Containing 31,763 square feet or 0.729 acres, more or less.

**EXHIBIT B**

**Boundary Map of the Proposed District**



**EXHIBIT C**  
**FIVE YEAR PLAN**  
**711 AND 717 KINGSLAND**  
**COMMUNITY IMPROVEMENT DISTRICT**

**DATED: April 15, 2024**

**Introduction**

Delmar Harvard LLC (the "*Petitioner*") proposes to create the 711 and 717 Kingsland Community Improvement District (the "*District*") pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended, (the "*CID Act*"). Section 67.1421 of the CID Act requires that the petition for the creation of the District be accompanied by a five-year plan which includes a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of the costs of these services and improvements to be incurred. This Five-Year Plan (the "*Plan*") is presented in order to comply with the statutory requirement referenced above.

Generally, a community improvement district is a statutory tool a municipality may implement in order to allow a specific area or section of the municipality to fund (either in part or in whole) certain improvements and services within certain defined boundaries by securing a portion of the area's own economic activity.

This Plan contains the following: (A) a description of the location and formation of the proposed District; (B) a description of the anticipated District revenues over a five-year period; (C) a summary of the improvements and services to be provided by the District over a five-year period; (D) an estimate of costs of the services and improvements to be incurred over a five-year period (including, without limitation, the anticipated sources of funds to pay the costs and the terms of term of the sources used to pay the costs); and (E) an anticipated schedule for the District's improvements, activities and services over a five-year period. This Plan is an integral and composite part of the Petition for the Creation of a Community Improvement District to which it is attached.

**A. District Location and Formation**

The proposed District consists of approximately 1.65 acres of land located at 711 and 717 Kingsland Avenue in the City of University City, Missouri (the "*City*"). The proposed District is contiguous.

The District is proposed to be a political subdivision of the State of Missouri. The District, pursuant to the CID Act, is empowered to provide a variety of public services and to finance a number of different public improvements within its boundaries, which services and improvements will be paid for from revenues from taxes imposed within its boundaries.

**B. District Revenues**

The District is proposed to raise revenues by imposing an additional sales and use tax (the "*District Sales Tax*") at the rate of one percent (1%) on all taxable retail sales within its boundaries which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as

amended, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable or video services and such other exclusions as may be applicable under Missouri law. The imposition of the District Sales Tax is subject to approval by the qualified voters within the District. To the extent that there are no registered voters within the District, the CID Act provides that the qualified voters are the owners of one or more parcels of real property located within the District per the county tax records as of the thirtieth day before the date of the applicable election. Once the District is established by ordinance of the City, the District's Board of Directors will submit the question of whether it shall be authorized to impose the District Sales Tax to the qualified voters for approval.

**C. Summary of Improvements and Services to be Provided**

The purpose of the proposed District is to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip certain public improvements within its boundaries, and to support business activity and economic development in the District and to provide services and activities as allowed under Section 67.1461 of the CID Act. The District will impose the District Sales Tax to finance and administer these improvements and services as provided under the CID Act.

To fund any or all of its activities in connection with the exercise of any of the above or any other powers of the District under Section 67.1461 of the CID Act, the District may borrow money from any public or private source and issue obligations and provide security for repayment of the same as provided in the CID Act.

Specifically, the District is proposed to provide funding for various public improvements (as further described below) within the District boundaries, which public improvements are anticipated to be made in connection with the development, operation and maintenance of a new hotel within the District (together with any related public improvements, activities or services outlined in this Section C., the "CID Project"). The estimated cost of the CID Project is \$1,357,361, as described below:

Item	Amount*
Site Work (saw cutting, storm water pollution prevention, demolition of asphalt/hardscape/utilities, tree removal/protection, cut and fill, grading)	\$18,505
Utility Work (sanitary, storm sewer, water)	\$254,260
Construction of Public Improvements (asphalt paving, concrete paving, street patching, curb & gutter, parking lot signs and lights, sidewalks, monument signs, retaining walls, fencing, landscaping, general conditions)	\$1,084,596
<b>Total**</b>	<b>\$1,357,361</b>

\* The amount in each budget category is an estimate. Savings in one budget category may be applied to additional costs incurred in other budget categories.  
 \*\* Excludes costs of issuance and accrued interest on obligations issued by the District to finance the CID Project.

The District may fund any portion of the costs of acquisition, design, construction, operation and maintenance of the CID Project. District Sales Tax revenues may be used to fund in part either direct costs of the CID Project or financing costs of the CID Project, or both, although it is anticipated that the District will issue obligations to finance the costs of the CID Project.

On an annual basis, the District Sales Tax revenues will be applied as follows: (a) first, to fund the on-going administrative costs of the District, the amount of which will be determined by the District’s Board of Directors in connection with the adoption of the annual budget of the District, and (b) second, to fund the costs of the CID Project or any obligations issued by the District to finance the costs of the CID Project. This formula will be applied throughout the term of the District.

The CID Act mandates that existing City services will continue to be provided within a proposed District at the same level as before the District was created (unless services are decreased throughout the City) and that any District services shall be in addition to existing City services. The Petitioner anticipates that City services will continue to be provided within the District at the same level as before the District was created, and the District will not cause the level of City services within the District to diminish. Without the additional funding provided by the District, the Petitioner would not be able to adequately develop, operate and maintain the CID Project.

**D. Estimate of Costs of Services and Improvements to be Incurred**

The total estimated cost of the CID Project over the initial five-year period is approximately \$1,357,361. As stated above, District Sales Tax revenues may be used to fund in part either direct costs of the CID Project or financing costs of the CID Project, or both, although it is anticipated that the District will issue obligations to finance the costs of the CID Project. It is anticipated that the Petitioner will advance costs of the CID Project and the District will reimburse Petitioner for such costs over the term of the District.

**E. Anticipated Schedule**

Below is a summary of the improvements, activities and services to be provided over the initial five-year period:

<u>Year</u>	<u>Improvements, Activities and Services</u>
<b>2024</b>	<ul style="list-style-type: none"> <li>• Establish District</li> <li>• District’s Board of Directors Authorizes Imposition of District Sales Tax</li> <li>• District Holds Mail-In Election to Impose District Sales Tax</li> <li>• District Provides Financing for a Portion of the Costs of the CID Project</li> </ul>
<b>2025</b>	<ul style="list-style-type: none"> <li>• District Provides Financing for a Portion of the Costs of the CID Project</li> <li>• District Provides for the collection of District Sales Tax</li> <li>• District provides for its On-Going Administration</li> </ul>

<b>Year</b>	<b>Improvements, Activities and Services</b>
<b>2026</b>	<ul style="list-style-type: none"> <li>• District Provides Financing for a Portion of the Costs of the CID Project</li> <li>• District Provides for the collection of District Sales Tax</li> <li>• District provides for its On-Going Administration</li> </ul>
<b>2027</b>	<ul style="list-style-type: none"> <li>• District Provides Financing for a Portion of the Costs of the CID Project</li> <li>• District Provides for the collection of District Sales Tax</li> <li>• District provides for its On-Going Administration</li> </ul>
<b>2028</b>	<ul style="list-style-type: none"> <li>• District Provides Financing for a Portion of the Costs of the CID Project</li> <li>• District Provides for the collection of District Sales Tax</li> <li>• District provides for its On-Going Administration</li> </ul>







CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER: NB20240513-02
For City Clerk Use

SUBJECT/TITLE: AN ORDINANCE AUTHORIZING THE CITY OF UNIVERSITY CITY, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (711 KINGSLAND AVENUE PROJECT), SERIES 2024, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$21,000,000, 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.

PREPARED BY: Keith Cole DEPARTMENT / WARD: Finance

AGENDA SECTION: New Business - Bill 9538 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: Delmar Harvard LLC (the "Developer") has requested that University City participate in an industrial revenue bond transaction pursuant to Chapter 100 RSMo, to provide certain tax incentives for a proposed 108-room hotel to be developed at 711 Kingsland Avenue (the "Project").

STAFF COMMENTS AND BACKGROUND INFORMATION: See attached report.

CIP No.

RELATED ITEMS / ATTACHMENTS: Staff Report, Bill No. 9538, including Exhibits A (Plan for an Industrial Development Project), B (Trust Indenture), C (Base Lease), D (Special Warranty Deed), E (Lease Agreement), F (Bond Purchase Agreement) and G (Development Agreement).

LIST CITY COUNCIL GOALS (S): Economic Development

RESPECTFULLY SUBMITTED: City Manager, Gregory Rose MEETING DATE: May 13, 2024

## **AGENDA ITEM – STAFF REPORT**

**MEETING DATE:** May 13, 2024

**DEPARTMENT:** City Manager's Office

**AGENDA ITEM TITLE:** New Business – Bill 9538

AN ORDINANCE AUTHORIZING THE CITY OF UNIVERSITY CITY, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (711 KINGSLAND AVENUE PROJECT), SERIES 2024, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$21,000,000, 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.

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### **ADDITIONAL BACKGROUND INFORMATION:**

The proposed industrial revenue bond is structured by titling the real property in the name of University City (making it tax-exempt) and leasing it to the Developer during the tax abatement period. During the tax abatement period, the Developer makes payments in lieu of taxes equal to any taxes that are not intended to be abated. Bonds representing the estimated cost of the Project are also issued to the Developer (however, the bonds are **not** payable from any University City or other governmental tax revenue). At the end of the tax abatement period, the Developer tenders the bonds back to University City for cancellation and University City transfers title to the Project to the Developer (making the Project subject to full taxation). Several of the exhibits to the proposed ordinance (i.e., Trust Indenture, Base Lease, Special Warranty Deed, Lease Agreement and Bond Purchase Agreement) relate to the bond transaction.

The proposed ordinance also approves a Development Agreement, which documents the required payments in lieu of taxes under the bond transaction and a requirement that the Developer to pay a \$100,000 bond issuance fee to University City prior to the issuance of the bonds. Additionally, the Development Agreement also includes terms related to the use of and oversight of community improvement district revenues generated from the Project.

A similarly structured industrial revenue bond transaction was used to facilitate a sales and use tax exemption on construction materials for the Avenir project in University City (see Ordinance No. 7202, 9/27/2022).

INTRODUCED BY: \_\_\_\_\_

DATE: May 13, 2024

**BILL NO. 9538**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CITY OF UNIVERSITY CITY, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (711 KINGSLAND AVENUE PROJECT), SERIES 2024, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$21,000,000, 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, as amended (collectively, the "Act"), and the City Charter to purchase, construct, extend and improve certain projects 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**, as required under the Act, 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) approve the Plan pursuant to the Act; (2) issue its Taxable Industrial Revenue Bonds (711 Kingsland Avenue Project), Series 2024, in the maximum principal amount of \$21,000,000 (the "Bonds"), for the purpose of acquiring certain real property located 711 Kingsland Avenue in the City (the "Project Site," as more fully described in the below-defined Indenture) and constructing an approximately 108-room hotel and related infrastructure thereon (the "Project Improvements," as more fully described in the Indenture, and together with acquisition of the Project Site, the "Project"), (3) lease the Project to Delmar Harvard LLC (the "Company"); and (4) enter into a Development Agreement with the Company and the 711 and 717 Kingsland Community Improvement District (the "CID"), under which the Company 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 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 attached as **Exhibit A** hereto.

**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 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. 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) Trust Indenture (the "Indenture") between the City and the Trustee, in substantially the form attached hereto as **Exhibit B**, 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 in the Indenture.

(b) Base Lease between the Company and the City, in substantially the form attached hereto as **Exhibit C**, pursuant to which the Company will lease the Project Site to the City during the construction period.

(c) Special Warranty Deed from the Company to the City, in substantially the form attached hereto as **Exhibit D**, pursuant to which the Company transfer title to the Project, after completion thereof, to the City.

(d) Lease Agreement (the "Lease Agreement") between the City and the Company, in substantially the form attached hereto as **Exhibit E**, pursuant to which the City will lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

(e) Bond Purchase Agreement between the City and the Company, in substantially the form attached hereto as **Exhibit F**, pursuant to which the Company will purchase the Bonds.

(f) Development Agreement among the City, the Company, and the CID, in substantially the form attached hereto as **Exhibit G**, pursuant to which the Company will make certain payments in lieu of taxes with respect to the Project and the CID will reimburse the Company for the cost of certain public infrastructure improvements.

**Section 6. Company Substitution.** Notwithstanding the forms of documents approved in substantially final form pursuant to **Section 5**, at the request of the Company, any entity controlled by TriStar Real Estate, LLC or

under common control with TriStar Real Estate, LLC may be inserted as the Company 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 City Manager or other officials, agents and employees of the City designated by the City Manager 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, including but not limited to agreements with emergency service districts. 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 transfer of property or the financing or refinancing of the Project by the Company) as may be required to carry out and comply with the intent of this Ordinance and the City Documents. The City Manager is further authorized, on behalf of the City, to grant such consents, estoppels and waivers relating to the Bonds and the City Documents 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 tax exemption as provided for in the City Documents, 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 MAY, 2024.**

\_\_\_\_\_  
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)

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT  
FOR  
711 KINGSLAND AVENUE  
UNIVERSITY CITY, MISSOURI**

---

Delmar Harvard LLC (the “Company”), an affiliate of TriStar Real Estate, LLC (“TriStar”), has proposed this plan for an industrial development project located at 711 Kingsland Avenue in University City, Missouri (the “City”), to be carried out by cooperation of the Company and the City pursuant to Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, and the City Charter, as follows:

1. **Description of the Project.** The proposed “Project” consists of constructing an approximately 108-room hotel and related infrastructure (the “Project Improvements”) on property located at 711 Kingsland Avenue in the City (the “Project Site”). The Project will further the economic development, tourism and employment in the City and the State of Missouri and will further the general welfare of the City and State. The Company expects that the proposed hotel will be branded as a Tru by Hilton hotel.
2. **Estimated Cost of the Project.** The Tax Impact/Cost-Benefit Analysis attached as **Exhibit A** hereto is based on the Company’s total expected investment of approximately \$20,356,846 in the acquisition of the Project Site and the construction of the Project Improvements.
3. **Source of Funds to be Expended for the Project.** The source of funds to be expended for the acquisition of the Project Site and the construction of the Project Improvements will be the proceeds of not to exceed \$21,000,000 principal amount of Taxable Industrial Revenue Bonds (the “Bonds”) to be issued by the City, and other available funds of the Company. The Bonds will be issued in a maximum amount higher than the estimated cost of the Project to provide for contingencies.
4. **Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City.** The City will lease the Project to the Company. The lease payments to be made by the Company will equal the principal and interest on the Bonds plus certain payments in lieu of taxes, as described below. The Company will have the option to purchase the Project at the termination of the Lease. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project. The Bonds will not be an indebtedness or general obligation, debt or liability of the City.
5. **General Information Concerning the Company.** The Company was created by TriStar for the purpose of constructing, owning and operating the Project. TriStar and its affiliated entities have been developing and redeveloping property in the St. Louis area for industrial, commercial, multi-family and hotel uses since the mid 1990s.
6. **Bond Purchase Arrangement.** It is expected that the Company will purchase the Bonds.



7. **Affected School Districts, Community College Districts, County, City and Emergency Service Districts.** The School District of University City and the Special School District of St. Louis County are the school districts affected by the Project. The Community College District of St. Louis, St. Louis County, Missouri is the community college district affected by the Project. St. Louis County, Missouri is the county affected by the Project. The University City, Missouri is the city affected by the Project. There is no ambulance district, fire protection district or other emergency service district affected by the Project. The Tax Impact/Cost-Benefit Analysis attached hereto as **Exhibit A** identifies each taxing district affected by the Project.
8. **Equalized Assessed Valuation.** The most recent equalized assessed value of the Project Site is \$321,790. The estimated equalized assessed valuation of the real property after completion of the Project is \$2,942,740. Although the Company will own personal property located at the Project Site, no personal property will be financed by the Bonds, included in the scope of the Project, or subject to tax abatement.
9. **Tax Benefit Analysis.** Attached hereto as **Exhibit A** is an analysis of the costs and benefits of the Project on each school district, community college district, county, city and other affected taxing district, prepared by Development Dynamics LLC on behalf of the Company. The projections in the Tax Benefit Analysis are estimates based on numerous assumptions as set forth therein. Therefore, the actual revenues generated from the Project may be significantly different from those shown in the Tax Benefit Analysis.
10. **Payments in Lieu of Taxes.** It is anticipated that the Company will make payments in lieu of taxes ("PILOTs") on the Project as follows:
  - (a) for the first ten years following the completion of the Project (expected to be 2026 through 2035), PILOTs will be due based on then-current real property tax rate and the 2023 assessed value of the Project Site (i.e., \$321,790); and
  - (b) for the subsequent five years (expected to be 2036 through 2040), PILOTs will be due based on:
    - (i) the then-current real property tax rate and the 2023 assessed value of the Project Site (i.e., \$321,790); plus
    - (ii) the then-current real property tax rate and 75% of the difference between the then-current assessed value of the Project and the 2023 assessed value of the Project Site (i.e., during this period, 25% of the incremental real property taxes above the base year value will, effectively, be abated).

All PILOTs will be disbursed to the respective taxing districts in the same proportion as the then-current ad valorem tax levy of each taxing district. The distribution of projected PILOTs is reflected in the Tax-Benefit Analysis attached hereto as **Exhibit A**.

\* \* \*

**EXHIBIT A**

**TAX IMPACT/COST-BENEFIT ANALYSIS**

**EXHIBIT B**  
**TRUST INDENTURE**

(On file in the office of the City Clerk)

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**CITY OF UNIVERSITY CITY, MISSOURI,**

**AND**

**UMB BANK, N.A.,  
as Trustee**

---

**TRUST INDENTURE**

**Dated as of [\*Date\*], 2024**

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**Relating to:**

**\$21,000,000  
(Aggregate Maximum Principal Amount)  
City of University City, Missouri  
Taxable Industrial Revenue Bonds  
(711 Kingsland Avenue Project)  
Series 2024**

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## TRUST INDENTURE

**THIS TRUST INDENTURE** dated as of [\*Date\*], 2024 (the “Indenture”), between the **CITY OF UNIVERSITY CITY, MISSOURI**, a home-rule charter city organized and existing under the laws of the State of Missouri and its charter (the “City”), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in Kansas City, 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, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”) and its charter, to purchase, construct, extend, improve and equip 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, research and development, office industry, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, 2024 (the “Ordinance”) approving a Plan for an Industrial Development Project relating to the renovation and improvement of an existing building for industrial and commercial use (the “Project Improvements”) located at 711 Kingsland Avenue in the City (as more fully described on **Exhibit A**, the “Project Site” and together with the Project Improvements, the “Project”).

3. The Ordinance also authorizes the City to (1) issue its Taxable Industrial Revenue Bonds (711 Kingsland Avenue Project), Series 2024, in the maximum principal amount of \$21,000,000 (the “Bonds”), for the purpose of acquiring the Project Site and constructing the Project Improvements thereon, (2) enter into a Base Lease with the Company of even date herewith for the purpose of acquiring a leasehold interest in the Project, (3) acquire fee title to the Project upon completion of the Project Improvements, and (4) enter into this Lease for the purpose of leasing the Project Improvements back to the Company for rent sufficient to pay debt service on the Bonds.

4. Pursuant to the Ordinance, the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds, and to enter into the Lease with the Company, under which the City, as lessor, will, or will cause the Company to, purchase the Project Site and construct the Project Improvements and will lease the Project to the Company, as lessee, in consideration of rentals that will be sufficient to pay the principal of and interest on the Bonds.

5. 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 (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 Company 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 incorporated herein by reference, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture have the following meanings, unless some other meaning is plainly intended:

“**Act**” means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, 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 Company, (b) a Financing Party, including, without limitation, the Lender, (c) an affiliate of the Company, (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 Company 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 Company Representative**” means the Person at the time designated to act on behalf of the Company 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 Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized Company Representative.

“**Base Lease**” means the Base Lease dated as of [\*Date\*], 2024 between the City and the Company, 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 (711 Kingsland Avenue Project), Series 2024, in the maximum aggregate principal amount of \$21,000,000, issued, authenticated and delivered under and pursuant to this Indenture.

“**Bond Fund**” means the “City of University City, Missouri, Series 2024 Bond Fund – 711 Kingsland Avenue” 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 charter city organized and existing under the laws of the State and its charter.

**“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 any Project Costs spent by the Company from its own funds before the Closing Date, and, at the Company’s option, the costs of issuance of the Bonds if such costs are not paid for from Bond proceeds.

**“Company”** means Delmar Harvard LLC, a Missouri limited liability company, and its successors or assigns.

**“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.

**“Cumulative Outstanding Principal Amount”** means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed \$21,000,000, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

**“Deed”** means the Special Warranty Deed dated as of the Transfer Date, pursuant to which the Company conveys title to the Project to the City.

**“Development Agreement”** means the Development Agreement dated as of [\*Date\*], 2024 among the City, the Company and the 711 and 717 Kingsland Community Improvement District.

**“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 Company 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 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 Company by a Financing Party.

**“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 Lender or any trustee or agent acting on any such Person's behalf.

**"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 Company from time to time.

**"Government Securities"** means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

**"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) obligations of the Federal National Mortgage Association, 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, the Farmers Home Administration and the Federal Home Loan Mortgage Corporation;
- (c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;
- (d) certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee may rely on such evidence;
- (e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least \$100,000,000, and which shares, at the time of purchase, are rated in either of the two highest rating categories by a nationally recognized bond rating agency (without regard to any refinements or gradation of rating category by numerical modifier or otherwise); or
- (f) any other investment approved in writing by an Authorized City Representative and the Owners of all of the Outstanding Bonds.

“**Lease**” means the Lease Agreement dated as of [\*Date\*], 2024 between the City, as lessor, and the Company, 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, security agreement or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** of the Lease, subject to the express, prior written consent of the Lender.

“**Lender**” means, initially, \_\_\_\_\_, and its respective successors and assigns, and any lender providing construction or long-term financing for the Project, as certified to the City by the Company.

“**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, 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 theretofore cancelled 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.

“**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 principal 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) the Indenture, the Base Lease, the Lease and the Development 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, mechanic’s liens, 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 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 Insurance 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 Company from time to time before the Completion Date, the same being on file at the principal office of the Company, 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 the Project Site and the Project Improvements as they may at any time exist.

**"Project Costs"** means all costs of purchasing the Project Site and constructing the Project Improvements, including the following:

(a) all costs and expenses necessary or incident to the acquisition, construction and improvement of the Project Site and the Project Improvements located on the Project Site;

(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 Company 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 2024 Project Fund – 711 Kingsland Avenue” created in **Section 501**.

**“Project Improvements”** means an approximately 108-room hotel and any other improvements to be located on the Project Site, to the extent paid for in whole or part with Bond proceeds pursuant to **Article IV** of the Lease, 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 by this reference made a part hereof.

**“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**.

**“Transfer Date”** means the date upon which the Company transfers fee title of the Project to the City pursuant to **Section 4.5** of the Lease, which date shall occur within the same calendar year as the Completion Date.

**“Transfer”** means the transfer of fee title of the Project to the City pursuant to **Section 4.5** of the Lease occurring on the Transfer Date.

**“Trust Estate”** means the Trust Estate described in the Granting Clauses of this Indenture.

**“Trustee”** means UMB Bank, N.A., a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and 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) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including public bodies, as well as natural Persons.

(b) 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.

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and 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 subdivision.

(d) 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.

(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 the City is required to cooperate on a matter set forth in this Indenture, the City's cooperation shall be deemed to be reasonable cooperation; 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 (711 Kingsland Avenue Project), Series 2024." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$21,000,000.

**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 political subdivision thereof, and none of the City, the State or any political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory 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** 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 Company (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 Company is the sole Owner of the Bonds, then the Company may set-off its obligation to the City as lessee to pay Basic Rent under the Lease against the City's obligations to the Company 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 Company to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the Company 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 Company as Bondholder to pay principal of and interest on the Bonds under this Indenture. On the final Payment Date, the Company may deliver to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal on the Bond 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 or Deputy 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 Bond, 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 for the 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**. The Trustee has no duty or obligation to confirm that any transferee that provides such representation letter is an Approved Investor. 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 cancelled 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 \$21,000,000 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 (711 Kingsland Avenue Project) Series 2024." The Bonds shall be dated as provided in **Section 203(b)**, shall become due on December 1, 2033 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) A copy of the ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Base Lease, the Lease, the Development Agreement, the Bond Purchase Agreement and the form of Deed;

(2) Executed counterparts or copies of this Indenture, the Base Lease, the Lease, the Development Agreement and the Bond Purchase Agreement;

(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 the 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 Company 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 Company (or another purchaser designated by the Company).

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 Company 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 requisition certificate, the Purchaser will be deemed to have advanced an amount equal to the amount set forth in the requisition certificate and the Trustee shall endorse the Bonds in an amount equal to the amount set forth in each 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 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, 2024, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full, but not later than December 1, 2033. Interest shall be calculated on the basis of a year of 360 days consisting of twelve 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 requisitions, 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 Company sets off its obligation to the City under the Lease against the City's obligation to the Company under this Indenture, 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 Company on a monthly basis. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 4.5** of the Lease, 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 Company.

**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 the Trustee has purchased or that have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled 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 Company.

### 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 Company, (1) in whole, if the Company 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 Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (1) 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 (2) 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 **Sections 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 Company may deliver to the Trustee for cancellation any Bonds owned by the Company or any Financing Party and not previously paid, and the Company shall receive a credit against the amounts payable by the Company 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 Company's direction, deliver to the Company 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 Company 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 first-class mail (or facsimile, if there is one Owner) 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 2024 Project Fund – 711 Kingsland Avenue” (herein called the “Project Fund”).

(b) “City of University City, Missouri, Series 2024 Bond Fund – 711 Kingsland Avenue” (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 (as defined 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 Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company 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 Company 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 Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificate. If the Trustee is holding the Bonds, such deemed disbursement will be deemed to have been made on the date the Trustee endorses the Bonds with respect to such additional amount.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in any requisition certificate if such requisition certificate is signed by an Authorized Company Representative without inquiry or investigation. It is understood that the Trustee shall not be required to make any inspections of the Project, nor any improvements with respect thereto, make any provision to obtain completion bonds, mechanic’s or materialman’s lien releases or otherwise supervise the Project. The approval of each requisition certificate by an Authorized Company Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. 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 Company 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 Company to the City specified in **Section 5.1** of the Lease; (3) any Additional Rent payable by the Company 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** upon completion of the Project or pursuant to **Section 505** upon acceleration of the Bonds; (5) 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 the investment 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 written directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) The Trustee shall notify the Company 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 Company 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 interest on the Bonds as the same mature and become 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 the interest on the Bonds as the same become 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 Company, 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 Company. 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 Company 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 Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

**Section 603. Payments Due on Days Other than Business Days.** In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

**Section 604. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company 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 Company, and the Owner thereof may look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company 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 Company, signed by the Authorized Company 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 Company 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** for at least six years after the payment of all of the Outstanding Bonds.

## 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 the 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 lease the Project, 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; 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 Company 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 Company 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 Company 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 Company, and the Company has had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has 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 Company or the City (as the case may be) within such period and diligently pursued until the default is corrected.

**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 Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, 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 10.2** of the Lease.

(c) In case of any rescission, then and in every such case the City, the Trustee, the Company 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 the 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 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 Company 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 Company 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 **Sections 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(l)**, 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 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(l)**.

(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 **Sections 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, after payment the cost 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 secondly after payment of any obligations outstanding under the Lease and the Development Agreement, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be 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 dates 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 Agreement), any balance remaining in the Bond Fund shall be paid to the Company 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 Company, 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 **Sections 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, has 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 shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, 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 Company, 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 for 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 Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or the Company 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 an Authorized City Representative or an Authorized Company 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 Company'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 Company 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, reasonable 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 Company, as the case may be, by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City or the Company, 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 Company, 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 Company, 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 Company 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 Company 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 Company, 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 Company 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 Company'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 Company 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 Company.

**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 Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company 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 Company'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 Company 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 and upon payment of its outstanding fees and expenses, 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 Company), 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 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 Company and to any Owner requesting the same and, upon the request of the City, the Company 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 either 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 Company; 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. Company'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 Company 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 Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company 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 Company 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 Company 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 Company 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 thereof.

## 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 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 Company 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 Company under **Section 602** hereof 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) has been made or caused to be made in accordance with the terms thereof, or (2) has 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 amounts and at such times as will ensure the availability of sufficient moneys to make such payment, or (3) has been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as 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 Company 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 Company 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 Company or any affiliate thereof.

**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 and the Owners, as herein provided.

**Section 1403. 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 Company, 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, Missouri  
6801 Delmar Boulevard  
University City, Missouri 63130  
Attn: City Manager

with a copy to:

John F. Mulligan, Jr.  
Attorney at Law  
6 Carrswold  
Clayton, Missouri 63105

(b) To the Trustee:

UMB Bank, N.A.  
2 S. Broadway, Suite 600  
St. Louis, Missouri 63102  
Attn: Corporate Trust Department

(c) To the Company:

Delmar Harvard LLC  
c/o TriStar Real Estate LLC  
12647 Olive Boulevard, Suite 510  
St. Louis, Missouri 63141

with a copy to:

Armstrong Teasdale LLP  
7700 Forsyth Boulevard, Suite 1800  
St. Louis, Missouri 63105  
Attn: Robert Klahr, Esq.

(d) To the Lender:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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 Company. The City, the Company 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 1404. 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 whatsoever.

**Section 1405. 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 1406. Governing Law.** This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1407. Electronic Transaction.**

(a) 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.

(b) The counterparts of this Indenture may be executed and delivered by facsimile or electronic signature (including portable document format) by either of the parties hereto, and the receiving party may rely on the receipt of any counterpart so executed and delivered electronically or by facsimile as if the original had been received. Each party may sign and transmit an electronic signature on this Indenture, which signature shall be binding on the party whose name is contained thereon. The intentional action in electronically signing this Indenture shall be evidence of consent to be legally bound by this Indenture. Each party agrees to not contest the admissibility or enforceability of the electronically signed copy of this Indenture in any proceeding arising out of the terms and conditions of this Indenture.

**Section 1408. 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 and refinancing of the Project) as may be required to carry out and comply with the intent of the Ordinance. The City Manager is also authorized, unless expressly provided herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, this Indenture, the Development Agreement or the Lease 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 1409. 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.

**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, UMB Bank, N.A. 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]

**UMB BANK, N.A., as Trustee**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Trust Indenture]



**EXHIBIT A**  
**PROJECT SITE**

**LOT 1**

Part of Lot 9 of Eliza Clemens Estate Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 2 page 42 and Lots 5 through 6 and part of Lots 4 and 9 of Block 1 of University Heights a Subdivision according to the plat thereof recorded in Plat Book 6 page 14 of the St. Louis County Records located In U.S. Survey 378, Township 45 North, Range 6 East of the Fifth Principal Meridian, University City, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northeast corner of a tract of land as conveyed to the City of University City by instrument recorded in Book 6333, Page 2313 of above said records, said point also being located on the west line of Kingsland Avenue, 80 feet wide, thence along the north line of said City of University City tract; North 89 degrees 45 minutes 45 seconds West, 156.50 feet thence departing said south line North 00 degrees 00 minutes 00 seconds East, 255.52 feet to the south line of a tract of land as conveyed to Washington University by instrument recorded in Book 11923, Page 041 of above said records; thence along said south line, South 89 degrees 45 minutes 44 seconds East, 136.50 feet to the southeast corner thereof, also being located on the west right-of-way line of above said Kingsland Avenue; thence along said west right-of-way line, South 00 degrees 14 minutes 16 seconds West, 254.90 feet to the POINT OF BEGINNING.

Containing 40,033 square feet or 0.919 acres, more or less

**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  
\$21,000,000

UNITED STATES OF AMERICA  
STATE OF MISSOURI

CITY OF UNIVERSITY CITY, MISSOURI  
TAXABLE INDUSTRIAL REVENUE BOND  
(711 KINGSLAND AVENUE PROJECT)  
SERIES 2024

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
5.0%	December 1, 2033	_____, 2024

**OWNER:** \_\_\_\_\_

**MAXIMUM PRINCIPAL AMOUNT: TWENTY-ONE MILLION DOLLARS**

The **CITY OF UNIVERSITY CITY, MISSOURI**, a home-rule charter city organized and existing under the laws of the State of Missouri and its charter (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, 2024, 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 (711 Kingsland Avenue Project), Series 2024,” in the maximum aggregate principal amount of \$21,000,000 (the “Bonds”), to be issued for the purpose of acquiring certain property located at 711 Kingsland Avenue in the City (the “Project Site”) and constructing an approximate 108-room hotel (the “Project Improvements”). The City will lease the Project Site and the Project Improvements (collectively, the “Project”) to DELMAR HARVARD LLC, a Missouri limited liability company (the “Company”), under the terms of a Lease Agreement dated as of [\*Date\*], 2024 (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 Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, the City Charter and pursuant to proceedings duly had by the City Council of the City.

**THE BONDS** are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of [\*Date\*], 2024 (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 UMB Bank, N.A., 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 Company, (1) in whole, if the Company 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 Company 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 **Sections 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, 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 Company 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 first-class mail (or facsimile, if there is one Owner) 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 or statutory 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 Company 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 2024 Bond Fund – 711 Kingsland Avenue".

**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 \$21,000,000.

**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 or Deputy Clerk and its corporate seal to be affixed hereto or imprinted hereon.

**CITY OF UNIVERSITY CITY, MISSOURI**

By: \_\_\_\_\_  
City Manager

[SEAL]

ATTEST:

By: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATE OF AUTHENTICATION**

This Bond is the Taxable Industrial Revenue Bond (711 Kingsland Avenue Project), Series 2024, described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

**UMB BANK, N.A., as Trustee**

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_

**SCHEDULE I**

**TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT**

**CITY OF UNIVERSITY CITY, MISSOURI  
TAXABLE INDUSTRIAL REVENUE BOND  
(711 KINGSLAND AVENUE PROJECT)  
SERIES 2024**

**Bond No. 1**

<b>Date</b>	<b>Principal Amount Advanced</b>	<b>Principal Amount Redeemed</b>	<b>Cumulative Outstanding Principal Amount</b>	<b>Notation Made By</b>

---

**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

UMB Bank, N.A., as Trustee  
2 S. Broadway, Suite 600  
St. Louis, Missouri 63102  
Attn: Corporate Trust Department

Re: \$21,000,000 Maximum Principal Amount of Taxable Industrial Revenue Bonds (711 Kingsland Avenue Project), Series 2024 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 [\*Date\*], 2024 (the “Indenture”), between the City of University City, Missouri (the “City”) and UMB Bank, N.A., 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 Harvard LLC, a Missouri limited liability company (the “Company”), under a Lease Agreement dated as of [\*Date\*], 2024 (the “Lease”), between the City and the Company, 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.

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 its 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 Company 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 Company 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.

5. The undersigned is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks 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) a Financing Party, including, without limitation, the Lender, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933, or (d) any general business corporation or enterprise with total assets in excess of \$100,000,000.

Dated: \_\_\_\_\_, 20\_\_

**[PURCHASER OF BONDS]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C**  
**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

DATE OF DOCUMENT: As of [\*Date\*], 2024

GRANTOR: DELMAR HARVARD LLC

GRANTOR'S MAILING ADDRESS: c/o TriStar Real Estate LLC  
12647 Olive Boulevard, Suite 510  
St. Louis, Missouri 63141

GRANTEE: CITY OF UNIVERSITY CITY, MISSOURI

GRANTEE'S MAILING ADDRESS: 6801 Delmar Boulevard  
University City, Missouri 63130

RETURN DOCUMENTS TO: Mark D. Grimm  
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 [\*Date\*], 2024 (the “Effective Date”), by and between **DELMAR HARVARD LLC**, a Missouri limited liability company (the “Company”), and the **CITY OF UNIVERSITY CITY, MISSOURI**, a home-rule charter city organized and existing under 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, inclusive, of the Revised Statutes of Missouri (collectively, the “Act”) and its charter, to purchase, construct, extend, equip and improve certain projects 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, research and development, office industry, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

**B.** Pursuant to the Act, the City Council passed Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, 2024 (the “Ordinance”) approving a Plan for an Industrial Development Project relating to the construction of an approximately 108-room hotel (the “Project Improvements”) located at 711 Kingsland Avenue in the City (as more fully described on **Exhibit A**, the “Project Site” and together with the Project Improvements, the “Project”).

**C.** The Ordinance also authorizes the City to (1) issue its Taxable Industrial Revenue Bonds (711 Kingsland Avenue Project), Series 2024, in the maximum principal amount of \$21,000,000 (the “Bonds”), for the purpose of acquiring the Project Site and constructing the Project Improvements thereon, (2) enter into this Base Lease for the purpose of acquiring a leasehold interest in the Project during construction of the Project Improvements, (3) acquire fee title to the Project upon completion of the Project Improvements, and (4) enter into a Lease Agreement with the Company of even date herewith (the “Lease”) for the purpose of leasing the Project Improvements back to the Company for rent sufficient to pay debt service on the Bonds.

**D.** In connection with the issuance of the Bonds and the Lease, the City has agreed to cooperate with the Company 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 Company desires to lease the Project to the City, and the City desires to lease the Project from the Company 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 Company 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 Trust Indenture by and between the City and UMB Bank, N.A. of even date herewith.

**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 charter city and political subdivision of the State of Missouri.

(b) Under the provisions of the Act and the City's 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 Company.** The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company validly existing and in good standing under the laws of the State of Missouri.

(b) The Company has lawful power and authority to enter into this Base Lease and to carry out its obligations hereunder, and the Company has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers and representatives.

(c) The Company is the owner of 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 date of this Base Lease and, subject to **Section 4.5** of the Lease with respect to merger of interests, terminating simultaneously with the Transfer.

**Section 5. Granting of Leasehold Estate.** The Company hereby rents, leases and lets the Project to the City, and the City hereby rents, leases and hires the Project from the Company, 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 Agreement, the City hereby agrees to pay to the Company 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 Company 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 Company shall, at its sole cost and expense, maintain and repair the Project Improvements, and all portions thereof and improvements thereon, 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 thereto.

**Section 10. Taxes.** Pursuant to **Section 6.2** of the Lease, the Company 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 Company 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 is 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 or **Section 4.5** of the Lease, the City shall surrender and deliver up the Project and all associated improvements thereon to the Company 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. Covenants Against Liens.** The Company shall not create or permit to be created or to remain, and the Company shall promptly discharge, any mechanic's, laborer's or materialman's lien that might be or become a lien, encumbrance or charge upon the Project Site or the Project or any part thereof as a result of the Company's separate actions, except as expressly permitted pursuant to the Lease. Notwithstanding the foregoing, the Company hereby acknowledges that mechanic's, laborer's or materialman's liens may be filed against the Company's fee simple interest in the Project Site despite the City's leasehold interest in the Project Site. All such liens shall be discharged prior to the termination of this Base Lease.

**Section 15. 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 16. Company's Right to Terminate.** The Company may terminate this Base Lease at any time pursuant to **Article XI** of the Lease.

**Section 17. 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 18. 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 19. Governing Law.** This Base Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

**Section 20. Binding Effect.** This Base Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

**Section 21. 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 22. 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 23. Electronic Storage.** 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 24. Subordination of Base Lease.** By its execution hereof, each of the Company and the City hereby agree that this Base Lease shall be subordinate and inferior to any deed of trust covering the Project Site subsequently executed by the Company for the benefit of any lender financing any portion of the Project Improvements, with such deed of trust being given on either the fee estate (the "Fee Deed of Trust") or leasehold estate created by the Lease (the "Leasehold Deed of Trust") or both until all indebtedness or obligations secured by the Fee Deed of Trust and/or the Leasehold 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/or Leasehold 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 25. Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Company 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 HARVARD LLC**, a Missouri limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024, \_\_\_\_\_, the \_\_\_\_\_ of DELMAR HARVARD LLC, a Missouri limited liability company, and acknowledged before me that he signed the foregoing instrument for and in the name and on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my official seal on the day and year aforesaid.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for said State



**CITY OF UNIVERSITY CITY, MISSOURI**

(SEAL)

Attest:

By: \_\_\_\_\_  
Gregory Rose, City Manager

\_\_\_\_\_  
LaRette Reese, City Clerk

**ACKNOWLEDGMENT**

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

On this \_\_\_ day of \_\_\_\_\_, 2024, 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**

**LEGAL DESCRIPTION OF PROJECT SITE**

**LOT 1**

Part of Lot 9 of Eliza Clemens Estate Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 2 page 42 and Lots 5 through 6 and part of Lots 4 and 9 of Block 1 of University Heights a Subdivision according to the plat thereof recorded in Plat Book 6 page 14 of the St. Louis County Records located In U.S. Survey 378, Township 45 North, Range 6 East of the Fifth Principal Meridian, University City, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northeast corner of a tract of land as conveyed to the City of University City by instrument recorded in Book 6333, Page 2313 of above said records, said point also being located on the west line of Kingsland Avenue, 80 feet wide, thence along the north line of said City of University City tract; North 89 degrees 45 minutes 45 seconds West, 156.50 feet thence departing said south line North 00 degrees 00 minutes 00 seconds East, 255.52 feet to the south line of a tract of land as conveyed to Washington University by instrument recorded in Book 11923, Page 041 of above said records; thence along said south line, South 89 degrees 45 minutes 44 seconds East, 136.50 feet to the southeast corner thereof, also being located on the west right-of-way line of above said Kingsland Avenue; thence along said west right-of-way line, South 00 degrees 14 minutes 16 seconds West, 254.90 feet to the POINT OF BEGINNING.

Containing 40,033 square feet or 0.919 acres, more or less

**EXHIBIT D**

**SPECIAL WARRANTY DEED**

(On file in the office of the City Clerk)

Gilmore & Bell, P.C.  
April 29, 2024

---

**Space Above for Recorder's Use Only**

**DOCUMENT COVER SHEET**

**TITLE OF DOCUMENT:** Special Warranty Deed

**DATE OF DOCUMENT:** \_\_\_\_\_, 20\_\_

**GRANTOR:** DELMAR HARVARD LLC

Mailing Address: c/o TriStar Real Estate LLC  
12647 Olive Boulevard, Suite 510  
St. Louis, Missouri 63141

**GRANTEE:** CITY OF UNIVERSITY CITY, MISSOURI

Mailing Address: 6801 Delmar Boulevard  
University City, Missouri 63130

**LEGAL DESCRIPTION:** See Exhibit A

**RETURN DOCUMENTS TO:** Mark D. Grimm  
Gilmore & Bell, P.C.  
One Metropolitan Square  
211 N. Broadway, Suite 2000  
St. Louis, Missouri 63102

**REFERENCE BOOK & PAGE:** N/A

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made as of \_\_\_\_\_, 20\_\_, from **DELMAR HARVARD LLC**, a Missouri limited liability company (the “Grantor”), to the **CITY OF UNIVERSITY CITY, MISSOURI**, a home-rule charter city organized and existing under the laws of the State of Missouri and its charter (the “Grantee”).

**WITNESSETH, THAT THE GRANTOR**, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto the Grantee, its successors and assigns, the lots, tracts or parcels of land described in **EXHIBIT A**, which is attached hereto.

**TO HAVE AND TO HOLD**, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under it but none other, subject to the Permitted Encumbrances as defined in the Trust Indenture dated as of [\*Date\*], 2024 between the Grantee and UMB Bank, N.A., as trustee.

**IN WITNESS WHEREOF**, the Grantor and Grantee have executed this Special Warranty Deed as of the day and year above written.

[Remainder of Page Intentionally Left Blank]

**“GRANTOR”**

**DELMAR HARVARD LLC**, a Missouri limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

On this \_\_\_\_ day of \_\_\_\_\_, 202\_, \_\_\_\_\_, the \_\_\_\_\_ of DELMAR HARVARD LLC, a Missouri limited liability company, and acknowledged before me that he signed the foregoing instrument for and in the name and on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my official seal on the day and year aforesaid.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for said State

**“GRANTEE”**

**CITY OF UNIVERSITY CITY, MISSOURI**

(SEAL)

Attest:

By: \_\_\_\_\_  
Gregory Rose, City Manager

\_\_\_\_\_  
LaRette Reese, City Clerk

**ACKNOWLEDGMENT**

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

On this \_\_\_ day of \_\_\_\_\_, 202\_, 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 THE LAND**

**LOT 1**

Part of Lot 9 of Eliza Clemens Estate Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 2 page 42 and Lots 5 through 6 and part of Lots 4 and 9 of Block 1 of University Heights a Subdivision according to the plat thereof recorded in Plat Book 6 page 14 of the St. Louis County Records located In U.S. Survey 378, Township 45 North, Range 6 East of the Fifth Principal Meridian, University City, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northeast corner of a tract of land as conveyed to the City of University City by instrument recorded in Book 6333, Page 2313 of above said records, said point also being located on the west line of Kingsland Avenue, 80 feet wide, thence along the north line of said City of University City tract; North 89 degrees 45 minutes 45 seconds West, 156.50 feet thence departing said south line North 00 degrees 00 minutes 00 seconds East, 255.52 feet to the south line of a tract of land as conveyed to Washington University by instrument recorded in Book 11923, Page 041 of above said records; thence along said south line, South 89 degrees 45 minutes 44 seconds East, 136.50 feet to the southeast corner thereof, also being located on the west right-of-way line of above said Kingsland Avenue; thence along said west right-of-way line, South 00 degrees 14 minutes 16 seconds West, 254.90 feet to the POINT OF BEGINNING.

Containing 40,033 square feet or 0.919 acres, more or less



**EXHIBIT E**  
**LEASE AGREEMENT**

(On file in the office of the City Clerk)

---

**CITY OF UNIVERSITY CITY, MISSOURI,  
As Lessor,**

**AND**

**DELMAR HARVARD LLC,  
As Lessee**

---

**LEASE AGREEMENT**

**Dated as of [\*Date\*], 2024**

---

**Relating to:**

**\$21,000,000  
(Aggregate Maximum Principal Amount)  
City of University City, Missouri  
Taxable Industrial Revenue Bonds  
(711 Kingsland Avenue Project)  
Series 2024**

---

**Certain rights of the City of University City, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., as Trustee under the Trust Indenture dated as of [\*Date\*], 2024, between the City and the Trustee.**

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## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, dated as of [\*Date\*], 2024 (the “Lease”), between the **CITY OF UNIVERSITY CITY, MISSOURI**, a home-rule charter city organized and existing under the laws of the State of Missouri and its charter (the “City”), as lessor, and **DELMAR HARVARD LLC**, a Missouri limited liability company, organized and existing under the laws of the State of Missouri (the “Company”), as lessee;

### 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, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”) and its charter, 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, research and development, office industry, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, 2024 (the “Ordinance”) approving a Plan for an Industrial Development Project relating to the construction of an approximately 108-room hotel (the “Project Improvements”) located at 711 Kingsland Avenue in the City (as more fully described on **Exhibit A**, the “Project Site” and together with the Project Improvements, the “Project”).

3. The Ordinance also authorizes the City to (1) issue its Taxable Industrial Revenue Bonds (711 Kingsland Avenue Project), Series 2024, in the maximum principal amount of \$21,000,000 (the “Bonds”), for the purpose of acquiring the Project Site and constructing the Project Improvements thereon, (2) enter into a Base Lease with the Company of even date herewith for the purpose of acquiring a leasehold interest in the Project, (3) acquire fee title to the Project upon completion of the Project Improvements, and (4) enter into this Lease for the purpose of leasing the Project Improvements back to the Company for rent sufficient to pay debt service on the Bonds.

4. In consideration of the terms and conditions of this Lease, the Ordinance, issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Development Agreement of even date herewith (the “Development Agreement”) pursuant to which the Company has agreed to make certain payments in lieu of taxes.

5. Prior to the Transfer Date (as defined in the Indenture approved by the Ordinance), the Company shall lease the Project to the City pursuant to the Base Lease, and the City shall in turn lease the Project to the Company pursuant to this Lease, and this Lease shall be considered a sublease. On the Transfer Date, the Company shall convey the Project to the City by Special Warranty Deed and the Project shall continue to be leased by the City to the Company pursuant to this Lease, and this Lease shall be considered a direct lease.

6. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company 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 Company 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 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 charter city duly organized and validly existing under the laws of the State of Missouri and its charter. 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 the Project Site (initially, the City shall acquire a leasehold interest in the Project Site pursuant to the Base Lease, and, upon substantial completion of the Project, the City shall acquire a fee title interest in the Project Site), subject to Permitted Encumbrances, and construct or cause the construction of the Project Improvements. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease, or prior thereto, all for the purpose of furthering the public purposes of the Act.

(c) The purchase, construction, extension and improvement of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act.

(d) 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 Company or in the transactions contemplated hereby.

(e) 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.

(f) 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.

(g) 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 Company

Representative; provided, however, the City's execution of this Lease, the Indenture and the Development Agreement shall not be deemed to violate this **Section 2.1(g)**.

(h) 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 Company.** The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and the Company 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 Company will not, to the best of the Company'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 Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company 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 Company under the terms of any instrument or agreement to which the Company is a party.

(d) The Project will comply in all material respects with all presently 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.** Prior to the Transfer Date, the City hereby exclusively subleases to the Company the City's leasehold interest in the Project, and after the Transfer Date, the City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, 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. The City and the Company agree and acknowledge that title to the Project will be subject to the lien granted to a Lender or a Financing Party by the Developer prior to the Company's conveyance of the Project Site to the City in connection with the Project and no further notice of the Fee Deed of Trust or Leasehold Deed of Trust is required for any Lender or Financing Party to have all Lender or Financing Party rights and protections provided herein and in the Indenture, except for the notice described in **Section 10.4**.

**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 of the 15th calendar year following the year of the Completion Date (but in no event, later than December 31, 2041).

**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 Company 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 Agreement to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company to defend the Company's quiet and peaceable possession and enjoyment of the Project.

(b) Subject to the provisions of this Section, the Company 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 Agreement. The Company 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. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII**. The Company 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 Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company 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 Company 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 Company, 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 Company agree that the Company, as the agent of the City, shall construct the Project Improvements on the Project Site as follows:

(a) The City will acquire a leasehold interest in the Project Site at the execution hereof via the Base Lease and fee title to the Project on the Transfer Date. Concurrently with the execution of this Lease, (i) the Base Lease will be executed by the City and the Company and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by

**Article VII** hereof will be delivered to the City and the Trustee. The Company shall deliver to the City an updated commitment for title insurance or ownership and encumbrance report, a special warranty deed to the City, and any other necessary instruments for transfer of fee title to the Project on or before the Transfer Date.

(b) On behalf of the City, the Company will construct the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications. The Company 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 Company 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 Company 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 supercede the provisions of **Section 8.3**.

(c) The Company will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri, as amended, to the extent applicable to the construction of the Project.

(d) The Company will cause the 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 requisition certificate pursuant to **Section 4.4**. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date. The maximum amount of total Project Costs for which requisitions may be submitted is expressly limited to \$21,000,000.

**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 requisition certificates in substantially the form attached hereto as **Exhibit B**, signed by an Authorized Company Representative and approved by an Authorized City Representative:

(a) requesting payment or reimbursement of a specified amount of such funds and directing to whom such amount shall be paid (which may include the Company in the event of a reimbursement);

(b) describing each item of Project Costs for which payment is being requested;

(c) stating that each item for which payment is requested is or was desirable and appropriate in connection with the purchase, construction and improvement of the Project, has been properly incurred and is a proper charge against the Project Fund, that the amount requested either

has been paid by the Company, or is justly due, and has not been the basis of any previous requisition from the Project Fund; and

(d) stating that, except for the amounts, if any, stated in said certificate, to the best of his knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase, construction and improvement of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or other similar lien upon the Project or any part thereof.

Upon request by the City, the Company 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 Company Representative and an 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 and Transfer Date.** The Completion Date shall be evidenced to the City and the Trustee by the approval or deemed approval of Certificate of Substantial Completion pursuant to **Section 3.7** of the Development Agreement. Pursuant to **Section 3.2** of the Development Agreement, the Project must be substantially completed by December 31, 2025; provided, however, if an Excusable Delay (as defined in the Development Agreement occurs), the date for substantially completing by the Project may be extended by the duration of the Excusable Delay, but in no event shall be extended beyond December 31, 2026. The Certificate of Substantial Completion shall be deemed given on December 31, 2025 if not actually filed with the City by December 31, 2025, subject to any delay to the extent caused by force majeure, including, without limitation, damage or destruction by fire or casualty, strike, lockout, civil disorder, war, restrictive government regulations, litigation, pandemic or epidemic, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the construction and occupation of the Project, shortage or delay in shipment of material or fuel, acts of God, unusually adverse weather or wet soil conditions, or other like causes beyond the Company's reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of this Lease, the Indenture, the Ordinance or the Project (collectively, a "Permitted Excuse"). No Permitted Excuse shall be deemed to exist unless the Company provides a written notice to the City, within 30 days after the Company has actual notice of the claimed event, specifying the Permitted Excuse. If requested by the Company, the City shall acknowledge the Company of its receipt and approval of the Company's notice of Permitted Excuse. In no event shall a Permitted Excuse extend the Completion Date beyond December 31, 2026. The Company and the City agree to cooperate in causing such Completion Date certificate to be furnished to the Trustee. Within 30 days after the Completion Date and the Company's receipt of waivers of all mechanic's lien rights with respect to the Project Improvements, the Transfer Date shall occur, and the Company shall cause notice thereof to be furnished to the Trustee and the St. Louis County Assessor.

**Section 4.6. Surplus in Project Fund.** Upon receipt of the requisition certificate described in **Section 4.4** 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 Company 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 Company, to the purchase of Bonds at such earlier date or dates as the Company 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 City.** The Project Site and the Project Improvements located thereon at the execution hereof and which the Company is leasing to the City prior to the Transfer Date and which is to be conveyed to the City on the Transfer Date, all work and materials related to the Project Improvements 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 Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Base Lease, the Indenture, Permitted Encumbrances and the Leasehold Mortgage, if any. Upon reasonable request of and at the expense of the Company, the City agrees to cooperate with the Company regarding the enforcement of any claims the Company may have against third parties relating to the construction and equipping of the Project.

**Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company.** Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Company with the Company'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 Company 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 Company 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 Company 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 Agreement to the contrary, and provided that the Company is the sole holder of the Bonds, the Company may set-off the then-current Basic Rent payment against the City's obligation to the Company 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 written notice from the Company 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 Company as Bondholder to pay principal of and interest on the Bonds under the Indenture. On the final Payment Date, the Company will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be cancelled 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 Company shall receive a credit against the Basic Rent payable by the Company 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 Company 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 reasonable counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred under or arising from the Indenture, the Base Lease, this Lease or the Development Agreement, including but not limited to claims by contractors or subcontractors and legal costs associated with the transfer of title to the Project on the Transfer Date, 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 Agreement by the City, the Trustee or the Owners, including reasonable counsel fees and expenses; and

(d) all other payments of whatever nature which the Company has agreed in writing to pay or assume under the provisions of this Lease, the Base Lease, the Development Agreement or the Indenture.

**Section 5.3. Obligations of Company Absolute and Unconditional.**

(a) The obligations of the Company 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, 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 title thereto 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 Company's use thereof, the eviction or constructive eviction of the Company, 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 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in any way the rights of the Company 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 Company to terminate this Lease and repurchase the Project 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 Company of any rights or claims the Company 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 Company 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 Company 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

Company 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 Company's expense, to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

**Section 5.4. Prepayment of Basic Rent.**

(a) The Company 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 Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

(b) At its option, the Company may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company 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 Company 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 Company shall at all times remain in compliance with **Section 8.5** and all provisions of the City's code relating to maintenance and appearance.

**Section 6.2. Taxes, Assessments and Other Governmental Charges.**

(a) Subject to subsection (b) of this Section, the Company 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 Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, 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 title to 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 Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted before the tax,



assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City from any costs and expenses the City may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against the PILOT Payments (as defined in the Development Agreement) to be made by the Company under the Development Agreement to the extent of any ad valorem taxes imposed with respect to the Project paid pursuant to this Section.

**Section 6.3. Utilities.** All utilities and utility services used by the Company in, on or about the Project shall be paid by the Company and shall be contracted by the Company in the Company's own name, and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith with the assistance of the City, if necessary, in order to procure any and all necessary permits, licenses or authorizations.

**Section 6.4. Property Tax Exemption.** The City and the Company expect that while the Project is owned by the City and is subject to the Lease, the Project will be exempt from all ad valorem property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties. The City and the Company further acknowledge and agree that the City's obligations hereunder are contingent upon the Company making the payments and otherwise complying with the terms of the Development Agreement during the term of this Lease. The terms and conditions of the Development Agreement are incorporated herein as if fully set forth herein.

## ARTICLE VII

### INSURANCE

**Section 7.1. Title Commitment.** Before conveying title to any real property to the City, the Company will provide a 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 Company shall at its sole cost and expense obtain a policy or policies of insurance (including 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 throughout 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 Company. The Company shall deliver certificates of insurance for such policies to the City and the Trustee within 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 Company 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 Company 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 in writing by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding, subject to the rights of any Financing Party under any Financing Document.

**Section 7.3. Public Liability Insurance.**

(a) The Company 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 Company 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, as amended (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Company). 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 Company 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 Company 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 Company 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, as amended, 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.** The Company may make such additions, modifications and improvements in and to any part of the Project Site or Project Improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to this Section shall (a) be made in a good and workmanlike manner and in strict compliance with all laws, orders and ordinances applicable thereto and (b) when commenced, be prosecuted to completion with due diligence. If such improvements constitute personal property, any such improvements shall remain the property of the Company, shall not become part of the Project, and shall be subject to applicable taxes.

**Section 8.2. Additional Improvements on the Project Site.** The Company 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 Company 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 Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company 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. The Company shall pay all ad valorem taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the County Assessor determines that such additional buildings and improvements are not subject to ad valorem taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due under this Section.

**Section 8.3. Permits and Authorizations.** The Company shall not do or permit others under its control to do any work on the Project and 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 strict 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 Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company 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 Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company 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 paragraph (a) above, and subject to the terms of any Financing Documents, the Company may contest any such mechanics' or other similar lien if the Company (1) within 60 days after the Company becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) 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, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company 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 Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company 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 mortgage, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

**Section 8.5. Notice of Improvements Subject to Bonding Requirements.** Following the Transfer, the Company shall notify the City in writing prior to the commencement of any work, repair, renovation, modification or improvement of the Project or otherwise located on the Project Site that is subject to Section 107.170, RSMo. or any other law requiring payment or performance bonds for such work. The failure to provide the written notification required by this Section will not be deemed to be a material breach of this Lease. However, the Company agrees and acknowledges that (a) the City and its governing body members, officers, agents and employees shall be fully indemnified by the Company, as provided in **Section 10.5**, against any claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising from the Company's failure to provide the written notice as required by this Section or secure any payment or performance bonds required by Section 107.170, RSMo. or other applicable law and (b) the Company's leasehold interest under this Lease may be subject to mechanic's or other similar liens, which the Company shall promptly resolve in accordance with **Section 8.4**.

## ARTICLE IX

### DAMAGE, DESTRUCTION AND CONDEMNATION

#### **Section 9.1. Damage or Destruction.**

(a) If the Project Improvements are damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project Improvements are of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter

together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (i) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements immediately before the occurrence of such damage or destruction and (ii) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project Improvements as a "project" permitted by the Act.

If the Company 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 Company makes the determination described in subsection (f) below, 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. Insurance monies in an amount less than \$100,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any 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 in writing by, or on behalf of, such Owners of 100% in principal amount of the Bonds Outstanding, subject to the rights of any Financing Party. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(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 any leasehold mortgagee or 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 Company 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 Company 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 Company, as though no damage by fire or any other casualty has occurred.

(d) The Company 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 Company agrees to give prompt written notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Company does not have the right under any Leasehold Mortgage 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 become due, all subject to rights of any mortgagee under the Leasehold Mortgage (if any) and any Financing Party under the Financing Documents (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company 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 Company 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 Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

(h) Nothing herein shall be deemed to authorize the Company to allow an unsafe, dangerous, unhealthy or injurious condition on the Project, Project Site or a 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 Company 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 mortgagee under the Leasehold Mortgage (if any) and the Financing Party under the Financing Document (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 Company determines that such substitution is practicable and desirable, the Company 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 said power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company 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 a Financing Party in and to such substitute Project Improvements). 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 Company determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company 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 mortgagee under the Leasehold Mortgage (if any) and Financing Party under the Financing Documents (if any).

(d) The Company 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 Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company 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 Company 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 Company and each Financing Party, if any.

**Section 9.3. Bondowner Approval.** Notwithstanding anything to the contrary contained in this **Article IX**, subject to the rights of any applicable Financing Party, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) shall before the application thereof by the City or the Trustee be applied as directed in writing 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 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 Company's purposes or needs. The Company 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 Company's use thereof, unless such loss is the result of the City's or the Trustee's gross 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 Company shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Company 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 Company 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 Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

**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 Company 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 Company'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 Company's operations, (b) to monitor the acquisition, construction and installation provided for in **Section 4.2** as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Company's possession pertaining to the acquisition, installation or maintenance of the Project, (d) upon either (i) the occurrence and continuance of an Event of Default or (ii) the Company'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) After the Transfer Date, 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 in writing 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 an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, 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 Agreement, and will be a Permitted Encumbrance. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(c)** and **(d)**, upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company 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 thirty (30) days after the execution thereof. The sale of the Company'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 fifteen (15) days prior thereto, and (ii) before such sale or assignment, all payments then owing to the City under the Development Agreement are paid.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company 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) Upon notice by the Company to the City in writing that the Company 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 to the Financing Party:

(i) there shall be no merger of this Lease or of the leasehold estate created hereby with the 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 such Financing Party;

(ii) the City shall serve upon each 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 Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party;

(iii) each Financing Party shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Financing Party as timely performance by the Company;

(iv) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(d)** as to such other events of default. Without limiting the generality of the foregoing, the holder of the Leasehold Mortgage may cause the sale of the leasehold interest of the Company to be sold at foreclosure sale conducted in accordance with applicable law and the terms of the Leasehold Mortgage, 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 Company 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 Financing Party and permitting 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 each Financing Party (or its respective 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 Financing Party (and their respective 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 their respective rights under the 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 Company, without prior written consent of each Financing Party; and

(viii) each Financing Party may, on behalf of the Company and without the consent of the Company, exercise the right to purchase the Project pursuant to **Section 11.1**, upon compliance with the provisions of that Section. The Company 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 Company pursuant to **Article XI**.

(e) In connection with the execution of one or more Financing Documents, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents. The Company 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) Notwithstanding the foregoing, the City may agree to other provisions and documents requested by the Company 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 Company 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 Agreement, this Lease 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 reasonable attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under the Development Agreement, the Base Lease, this 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 Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (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, as amended; provided, however, the indemnification contained in this **Section 10.5** shall not extend (A) to the City to the extent that such claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, are (i) the result of work being performed at the Project by employees of the City, or (ii) except with respect to (f) and (g) above, the result of gross negligence or willful misconduct by the City or (B) 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 Company shall defend them or either of them in any such action or proceeding; provided, that the City shall cooperate with the Company and provide reasonable assistance in such defense. All costs related to the defense of the City or the Trustee shall be paid by the Company. This **Section 10.5** shall survive any termination of the Development Agreement and this Lease or the satisfaction and discharge of the Indenture.

**Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits.** The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

**Section 10.7. Company to Maintain its Existence.** The Company 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 Company 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 Company 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 by any nationally recognized rating service, (b) is controlled by, under common control with or controls the Company, or (c) is otherwise approved by the City Council. This Section does not limit the Company's transfer rights under **Section 13.1**.

**Section 10.8. Security Interests.** The City and the Company 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 continuation instruments the Owners deem necessary to be filed for so long as the Bonds are Outstanding. The City and the Company 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) With the exception of any condition disclosed to the City pursuant to any previously provided environmental assessment, study or report, the Company warrants and represents to the City and the Trustee that to the knowledge of the Company 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 Company 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 Company to any federal, state or local or other agencies or authorities or which are received by the Company 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 ten days after they are made or received by the Company. The Company will provide to the City for review only, any environmental assessment ("Assessments") and reports regarding the correction or remediation of material environmental issues required by Environmental Laws to be addressed in the Assessment ("Reports") concerning the Project Site and the Project Improvements; upon the completion of the City's review of the Assessments and the Reports, the City shall immediately return to the Company all originals and copies of the Assessments and Reports.

(d) The Company warrants and represents that the Company 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 2 years preceding the date hereof, as of the date hereof, by the Company 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 Company 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 Company will use its reasonable best efforts to 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 Company 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 the ordinary course of the operation of the Company's business and in material compliance with all applicable Environmental Laws.

(f) The Company 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 or respecting any products or materials previously, now or thereafter located upon the Project, 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 Company or any third party or otherwise (except, with respect to the City, to the extent such release occurs as a result of any gross 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, 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, 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 Company or any third party or otherwise (except, with respect to the City, to the extent such release occurs as a result of any act, gross 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 Company's obligations under this **Section 10.9(f)** shall not apply to the City to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of (i) work being performed at the Project by employees of the City or (ii) gross negligence or willful misconduct by the City. The City shall cooperate with the Company in the defense of any matters included within the foregoing indemnity without any obligation to expend money. This subsection (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 Company 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 Company 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 Company 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 Company 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 Company; 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 Company 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 Company 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 Company 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 Agreement through the end of the calendar year in which the date of purchase occurs; plus

(e) the sum of \$10.00.

At its option, to be exercised at least 5 days before the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

**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 Company 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) prior to the Transfer Date, an agreement terminating the Base Lease, and after the Transfer Date, documents, including without limitation a special warranty deed as to the Project Site, in substantially the form attached as **Exhibit C** hereto and incorporated herein by reference, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreement on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

**Section 11.3. Relative Position of Option and Indenture.** The option to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture; 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 all options herein granted shall terminate upon the termination of this Lease.

**Section 11.4. Obligation to Purchase the Project.** The Company 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 Agreement. The amount of the purchase price under this Section shall be an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

**Section 11.5. Tax Ownership.** The Company 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 or cost recovery deductions. This Lease is intended to convey to the Company all of the benefits and burdens of ownership and to cause the Company to be treated as the owner of the Project for federal income tax

purposes. The Trustee, the Company and the City agree to treat this Lease in a manner consistent with such treatment.

**Section 11.6. Right to Set-Off.** At its option, to be exercised at least five days before the date of closing on any purchase of the Project, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon. The Company may set-off any payment obligation under **Section 11.1(a)** by tendering, or causing the tender of, 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 Company; or

(b) default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default continues for 60 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as is reasonably required to cure such default, provided that (i) the Company has commenced such cure within said 60-day period, and (ii) the Company diligently prosecutes such cure to completion); or

(c) the Company: (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 major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company'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 major part 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 is not 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 Agreement, as defined in **Section 6.1** thereof.

**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 Company 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 **Section 11.1**, the Company'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; provided, however, if the Company has paid all obligations due and owing under the Indenture, the Base Lease, this Lease and the Development Agreement, the City shall convey the Project in accordance with **Section 11.2**.

**Section 12.3. Survival of Obligations.** The Company 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 Company 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 Company's exercise of the purchase option contained in **Article XI** hereof, the Company's obligation under this Lease shall thereupon cease and terminate in full, except that obligations with respect to compensation and indemnification of the City and the Trustee shall not so terminate.

**Section 12.4. Performance of the Company'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 Company's part for 60 days after written notice of such failure is given the Company by the City or the Trustee, and without waiving or releasing the Company 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, reasonable 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 Company, 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 Company in the payment of Basic Rent.

**Section 12.5. Rights and Remedies Cumulative.** The rights and remedies reserved by the City and the Company 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 Company 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 Company'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)** above.

**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 Company of any covenant, agreement or undertaking by the Company, the City may nevertheless accept from the Company 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 Company 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 Company 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 Company must obtain the City's prior written consent before any such disposition, unless such disposition is to an entity controlled by or under common control with or controlling the Company or TriStar Real Estate LLC. Notwithstanding the foregoing and subject to the applicable Financing Documents, a Financing Party may sell at foreclosure sale or by deed in lieu of foreclosure, the interest of the Company in this Lease Agreement.

(b) With respect to any assignment, the Company or the Financing Party, as applicable, shall comply with the following conditions:

- (i) the Company shall notify the City and the Trustee of the assignment in writing;
- (ii) such assignment shall be in writing, 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 Company to be performed and observed.

(c) Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease, the Base Lease (if still in effect), the Development Agreement and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease, the Base Lease (if still in effect), the Development Agreement and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease, the Development Agreement or any agreement related to the issuance of the Bonds.

(d) Notwithstanding the foregoing, the Company may, in its ordinary course of business, sublease or license hotel rooms, meeting spaces and other portions of the Project to tenants without the prior consent of or notice to the City so long as the Company remains obligated to perform all of its obligations under the Lease and the Development 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, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment.

**Section 13.3. Prohibition Against Fee Mortgage of Project.** The City shall not mortgage its fee or leasehold interests in the Project without the consent of the Company, 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 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 Bondowners. This Lease shall also not be amended, changed, modified, altered or terminated without the prior written consent of each 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 (i) mailed by registered or certified mail, postage prepaid, or (ii) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(a) To the City:

City of University City, Missouri  
6801 Delmar Boulevard  
University City, Missouri 63130  
Attn: City Manager

with a copy to:

John F. Mulligan, Jr.  
Attorney at Law  
6 Carrswold  
Clayton, Missouri 63105

(b) To the Trustee:

UMB Bank, N.A.  
2 S. Broadway, Suite 600  
St. Louis, Missouri 63102  
Attn: Corporate Trust Department

(c) To the Company:

Delmar Harvard LLC  
c/o TriStar Real Estate LLC  
12647 Olive Boulevard, Suite 510  
St. Louis, Missouri 63141

with a copy to:

Armstrong Teasdale LLP  
7700 Forsyth Boulevard, Suite 1800  
St. Louis, Missouri 63105  
Attn: Robert Klahr, Esq.

(d) To the Lender:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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 Company to the other shall also be given to the Trustee. The City, the Company 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 become 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 Company 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 Company 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 Company.

**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.** This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

**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.**

(a) 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.

(b) The counterparts of this Lease may be executed and delivered by facsimile or electronic signature (including portable document format) by either of the parties hereto, and the receiving party may rely on the receipt of any counterpart so executed and delivered electronically or by facsimile as if the original had been received. Each party may sign and transmit an electronic signature on this Lease, which signature shall be binding on the party whose name is contained thereon. The intentional action in electronically signing this Lease shall be evidence of consent to be legally bound by this Lease. Each party agrees to not contest the admissibility or enforceability of the electronically signed copy of this Lease in any proceeding arising out of the terms and conditions of this Lease.

(c) Notwithstanding anything in this Section to the contrary and with respect to the recording of any electronic documents, the parties shall comply with the requirements of Section 59.569 of the Revised Statutes of Missouri.

**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 and refinancing of the Project) as may be required to carry out and comply with the intent of the Ordinance. The City Manager is also authorized, unless expressly provided herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, the Indenture, the Base Lease, the Development Agreement or this Lease 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 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. Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Company 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**

By: \_\_\_\_\_  
Gregory Rose, City Manager

[SEAL]

ATTEST:

By: \_\_\_\_\_  
LaRette Reese, City Clerk

[Lease Agreement]

**DELMAR HARVARD LLC**, a Missouri limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Lease Agreement]

**EXHIBIT A**  
**PROJECT SITE**

LOT 1

Part of Lot 9 of Eliza Clemens Estate Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 2 page 42 and Lots 5 through 6 and part of Lots 4 and 9 of Block 1 of University Heights a Subdivision according to the plat thereof recorded in Plat Book 6 page 14 of the St. Louis County Records located In U.S. Survey 378, Township 45 North, Range 6 East of the Fifth Principal Meridian, University City, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northeast corner of a tract of land as conveyed to the City of University City by instrument recorded in Book 6333, Page 2313 of above said records, said point also being located on the west line of Kingsland Avenue, 80 feet wide, thence along the north line of said City of University City tract; North 89 degrees 45 minutes 45 seconds West, 156.50 feet thence departing said south line North 00 degrees 00 minutes 00 seconds East, 255.52 feet to the south line of a tract of land as conveyed to Washington University by instrument recorded in Book 11923, Page 041 of above said records; thence along said south line, South 89 degrees 45 minutes 44 seconds East, 136.50 feet to the southeast corner thereof, also being located on the west right-of-way line of above said Kingsland Avenue; thence along said west right-of-way line, South 00 degrees 14 minutes 16 seconds West, 254.90 feet to the POINT OF BEGINNING.

Containing 40,033 square feet or 0.919 acres, more or less



**EXHIBIT B**

**FORM OF REQUISITION CERTIFICATE**

Requisition No. \_\_\_\_\_  
Date: \_\_\_\_\_

**REQUISITION CERTIFICATE**

**TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF [\*DATE\*], 2024, BETWEEN THE CITY OF UNIVERSITY CITY, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF [\*DATE\*], 2024, BETWEEN THE CITY OF UNIVERSITY CITY, MISSOURI, AND DELMAR HARVARD LLC**

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of \$ \_\_\_\_\_ is requested to pay for Project Costs (as defined in the Indenture) 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><i>Date of Project Costs</i></u>	<u><i>Amount Submitted in this Requisition</i></u>	<u><i>Requisitions Submitted to Date (Including this Requisition)</i></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 (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company 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.

6. With respect to this disbursement, the Company (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate and (ii) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with the instructions herein.

**DELMAR HARVARD LLC**

By: \_\_\_\_\_  
Authorized Company Representative

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF UNIVERSITY CITY, MISSOURI**

By: \_\_\_\_\_  
Authorized City Representative

**SCHEDULE 1 TO REQUISITION CERTIFICATE**

**PROJECT COSTS**

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
--------------------------	--------------------	---------------

**EXHIBIT C**  
**FORM OF SPECIAL WARRANTY DEED**

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**Space Above for Recorder's Use Only**

**DOCUMENT COVER SHEET**

**TITLE OF DOCUMENT:** Special Warranty Deed

**DATE OF DOCUMENT:** As of \_\_\_\_\_, 20\_\_

**GRANTOR:** CITY OF UNIVERSITY CITY, MISSOURI

Mailing Address: 6801 Delmar Boulevard  
University City, Missouri 63130

**GRANTEE:** DELMAR HARVARD LLC

Mailing Address: c/o TriStar Real Estate LLC  
12647 Olive Boulevard, Suite 510  
St. Louis, Missouri 63141

**LEGAL DESCRIPTION:** See Exhibit A

**RETURN DOCUMENTS TO:** Mark D. Grimm  
Gilmore & Bell, P.C.  
One Metropolitan Square  
211 N. Broadway, Suite 2000  
St. Louis, Missouri 63102

**REFERENCE BOOK & PAGE:** N/A

**SPECIAL WARRANTY DEED**

**THIS DEED** is made and entered into to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF UNIVERSITY CITY, MISSOURI**, a home-rule charter city organized and existing under the laws of the State of Missouri and its charter (the “Grantor”), and **DELMAR HARVARD LLC**, a Missouri limited liability company (the “Grantee”). Terms not otherwise described herein shall have the meanings ascribed them in the Trust Indenture between the Grantor and UMB Bank, N.A., as trustee, dated as of [\*Date\*], 2024, with respect to the Grantor’s issuance of its \$21,000,000 Taxable Industrial Revenue Bonds (711 Kingsland Avenue Project), Series 2024.

**WITNESSETH**, that the Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents **BARGAIN AND SELL, CONVEY AND CONFIRM** unto the Grantee, the real property described on Exhibit A attached hereto and incorporated by reference (the “Project Site”) and the buildings, structures, improvements and fixtures located thereon (the “Project Improvements”), all as located in the County of St. Louis, State of Missouri.

**TO HAVE AND TO HOLD** the same, together with all rights and appurtenances to the same belonging, unto the Grantee, and to its successors and assigns forever. The Grantor hereby covenants that it and its successors and assigns shall and will **WARRANT AND DEFEND** the title to the premises unto the Grantee, and to its successors and assigns forever, against the lawful claims of all persons claiming by, through or under Grantor but none other, subject to: (i) those liens and encumbrances, if any, to which title to the Project Site and the Project Improvements was subject when conveyed to the Grantor; (ii) those liens and encumbrances created by the Grantee, all persons claiming by, through or under Grantee, or to the creation or suffering of which the Grantee consented or permitted; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform or observe any of Grantee’s obligations contained in the Development Agreement or the Lease; (iv) Permitted Encumbrances other than the Indenture; (v) taxes not yet due and payable for the calendar year 20\_\_ and thereafter and the special taxes becoming a lien after the date of this deed; (vi) all current zoning laws; and (vii) all other easements, conditions and restrictions of record.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first above written.

**“GRANTOR”**

**CITY OF UNIVERSITY CITY, MISSOURI**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Manager

[SEAL]

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Clerk

(insert notary)

**“GRANTEE”**

**DELMAR HARVARD LLC**, a Missouri limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A  
LEGAL DESCRIPTION**

LOT 1

Part of Lot 9 of Eliza Clemens Estate Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 2 page 42 and Lots 5 through 6 and part of Lots 4 and 9 of Block 1 of University Heights a Subdivision according to the plat thereof recorded in Plat Book 6 page 14 of the St. Louis County Records located In U.S. Survey 378, Township 45 North, Range 6 East of the Fifth Principal Meridian, University City, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northeast corner of a tract of land as conveyed to the City of University City by instrument recorded in Book 6333, Page 2313 of above said records, said point also being located on the west line of Kingsland Avenue, 80 feet wide, thence along the north line of said City of University City tract; North 89 degrees 45 minutes 45 seconds West, 156.50 feet thence departing said south line North 00 degrees 00 minutes 00 seconds East, 255.52 feet to the south line of a tract of land as conveyed to Washington University by instrument recorded in Book 11923, Page 041 of above said records; thence along said south line, South 89 degrees 45 minutes 44 seconds East, 136.50 feet to the southeast corner thereof, also being located on the west right-of-way line of above said Kingsland Avenue; thence along said west right-of-way line, South 00 degrees 14 minutes 16 seconds West, 254.90 feet to the POINT OF BEGINNING.

Containing 40,033 square feet or 0.919 acres, more or less



**EXHIBIT F**

**BOND PURCHASE AGREEMENT**

(On file in the office of the City Clerk)

**\$21,000,000**  
**(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)**  
**UNIVERSITY CITY, MISSOURI**  
**TAXABLE INDUSTRIAL REVENUE BONDS**  
**(711 KINGSLAND AVENUE PROJECT)**  
**SERIES 2024**

**Dated as of [\*Date\*], 2024**

**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 Harvard 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 \_\_\_\_\_, 2024 (the “Ordinance”) and a Trust Indenture dated as of [\*Date\*], 2024 (the “Indenture”) by and between the City and UMB Bank, N.A., 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 charter city duly organized and validly existing under the laws of the State of Missouri and its charter. The City is authorized pursuant to the Constitution, the laws of the State of Missouri, and the 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 [\*Date\*], 2024 (the “Base Lease”) by and between the City and the Purchaser, the Lease Agreement dated as of [\*Date\*], 2024 (the “Lease”) by and between the City and the Purchaser, the Development Agreement dated as of [\*Date\*], 2024 (the “Development Agreement”) by and among the City, the Purchaser and the 711 and 717 Kingsland Community Improvement District, 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 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 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) *Documents Legal, Valid and Binding.* 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 party executing this Bond Purchase Agreement on behalf of the Purchaser has been duly authorized to execute this Bond Purchase Agreement by action of the governing body of the Purchaser.

(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 such parties 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 \$21,000,000 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 \_\_\_\_\_, 2024, 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 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 for from Bond proceeds.

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 \$21,000,000; 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 shall be payable on the Bonds 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 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 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. CONDITIONS OF OBLIGATIONS**

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel (if one is requested), with respect to the validity of the authorization and issuance of the Bonds.

**SECTION 6. 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 7. 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, Missouri  
6801 Delmar Boulevard  
University City, Missouri 63130  
ATTN: City Manager

with a copy to:

John F. Mulligan, Jr.  
Attorney at Law  
6 Carrswold  
Clayton, Missouri 63105

(b) To the Trustee:

UMB Bank, N.A.  
2 S. Broadway, Suite 600  
St. Louis, Missouri 63102  
Attn: Corporate Trust Department

(c) To the Purchaser:

Delmar Harvard LLC  
c/o TriStar Real Estate LLC  
12647 Olive Boulevard, Suite 510  
St. Louis, Missouri 63141

with a copy to:

Armstrong Teasdale LLP  
7700 Forsyth Boulevard, Suite 1800  
St. Louis, Missouri 63105  
Attn: Robert Klahr, Esq.

#### **SECTION 8. 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, in whole as to all or any part of the Bond to any Person that expressly assumes in writing all of the obligations of the Purchaser contained in the Base Lease, the Lease, or if such assignment is in part as to the Bond, the obligations of the Purchaser contained in 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 the Purchaser to any lender of the Purchaser as collateral for a loan secured by a deed of trust or mortgage of the Project (as defined in the Lease) 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 9. EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURE**

(a) 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.

(b) The counterparts of this Bond Purchase Agreement may be executed and delivered by facsimile or electronic signature (including portable document format) by either of the parties hereto, and the receiving party may rely on the receipt of any counterpart so executed and delivered electronically or by facsimile as if the original had been received. Each party may sign and transmit an electronic signature on this Bond Purchase Agreement, which signature shall be binding on the party whose name is contained thereon. The intentional action in electronically signing this Bond Purchase Agreement shall be evidence of consent to be legally bound by this Bond Purchase Agreement. Each party agrees to not contest the admissibility or enforceability of the electronically signed copy of this Bond Purchase Agreement in any proceeding arising out of the terms and conditions of this Bond Purchase Agreement.

#### **SECTION 10. ANTI-ISRAEL DISCRIMINATION ACT**

Pursuant to Section 34.600, RSMo., 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 the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank.]

Very truly yours,

**DELMAR HARVARD LLC**, a Missouri limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DATE OF EXECUTION: \_\_\_\_\_, 2024.

[Bond Purchase Agreement]

Accepted and Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF UNIVERSITY CITY, MISSOURI**

By: \_\_\_\_\_  
Gregory Rose, City Manager

[SEAL]

ATTEST:

By: \_\_\_\_\_  
LaRette Reese, City Clerk

[Bond Purchase Agreement]



**EXHIBIT G**  
**DEVELOPMENT AGREEMENT**

(On file in the office of the City Clerk)

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**DEVELOPMENT AGREEMENT**

**among the**

**CITY OF UNIVERSITY CITY, MISSOURI,**

**DELMAR HARVARD LLC,**

**and**

**711 AND 717 KINGSLAND COMMUNITY IMPROVEMENT DISTRICT**

**dated as of**

**[\*Date\*], 2024**

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- Exhibit E – Certificate of Substantial Completion
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## DEVELOPMENT AND PERFORMANCE AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this "*Agreement*") is made and entered into as of [\*Date\*], 2024, by and among the **CITY OF UNIVERSITY CITY, MISSOURI**, a home-rule city organized and existing under the laws of the State of Missouri and its charter (the "*City*"), **DELMAR HARVARD LLC**, a Missouri limited liability company (the "*Company*"), and the **711 and 717 KINGSLAND COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the "*CID*" and, collectively with the City and the Company, the "*Parties*").

### 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.

**B.** Pursuant to the Act, the City Council passed Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, 2024 (the "*Chapter 100 Ordinance*") approving a Plan for an Industrial Development Project relating to the construction of an approximately 108-room hotel (the "*Project Improvements*") located at 711 Kingsland Avenue in the City (as more fully described on **Exhibit A**, the "*Project Site*" and together with the Project Improvements, the "*Project*").

**C.** The Chapter 100 Ordinance also authorizes the City to (1) issue its Taxable Industrial Revenue Bonds (711 Kingsland Avenue Project), Series 2024, in the maximum principal amount of \$21,000,000 (the "*Bonds*"), for the purpose of acquiring the Project Site and constructing the Project Improvements thereon, (2) enter into a Base Lease with the Company of even date herewith for the purpose of acquiring a leasehold interest in the Project, (3) acquire fee title to the Project upon completion of the Project Improvements, and (4) enter into this Lease for the purpose of leasing the Project Improvements back to the Company for rent sufficient to pay debt service on the Bonds.

**D.** To assist in funding portions of the Project, the Company petitioned the City for the creation of the CID, which boundaries consists of approximately 1.65 acres of land, located at 711 and 717 Kingsland Avenue in the City (as more fully described on **Exhibit B**, the "*CID Site*"), which petition was approved by the City Council's passage of Ordinance No. \_\_\_\_ on \_\_\_\_\_, 2024.

**E.** The Chapter 100 Ordinance also authorizes the City to enter into this Agreement, governing the development of the Project and the availability of certain economic development incentives available to the Project.

**F.** On the \_\_\_\_\_, 2024, the CID's Board of Directors adopted Resolution No. \_\_\_\_ authorizing the CID to the enter into this Agreement.

**G.** The Parties have determined that the implementation of the Project and the fulfillment generally of this Agreement are in the best interests of the City and the CID and in accord with the public purposes specified in the Plan and the public purposes for which the CID was created.

## AGREEMENT

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

### ARTICLE I

#### DEFINITIONS

**1.1. Definitions.** In addition to the words and terms defined in the Recitals, the following 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.

*“Annual Operating Fund Deposit”* means (a) for the Fiscal Year beginning July 1, 2024, the sum of \$[\*12,000\*] and (b) for each subsequent Fiscal Year, an amount equal to 102% of the then-prior Fiscal Year’s Annual Operating Fund Deposit.

*“Approved Site Plan”* means the detailed site plan attached hereto as **Exhibit C** and approved by the City pursuant to Ordinance No. 7190, as may be revised or amended from time to time in accordance with the Municipal Code.

*“Assessor”* means the Assessor of St. Louis County, Missouri.

*“Bond Counsel”* means Gilmore & Bell, P.C., St. Louis, Missouri, or an attorney at law or a firm of attorneys selected by the City of nationally recognized standing in matters pertaining to obligations issued by states and their political subdivisions.

*“Bond Documents”* means this Agreement and the trust indenture, leases, bond purchase agreement and other documents to be entered into in connection with the issuance of the Bonds.

*“Bonds”* means the City’s Taxable Industrial Revenue Bonds (711 Kingsland Avenue Project), Series 2024, in the maximum principal amount of \$21,000,000, as authorized by the Chapter 100 Ordinance, the Plan and this Agreement.

*“Certificate of Reimbursable CID Project Costs”* means a Certificate of Reimbursable CID Project Costs in substantially the same form of **Exhibit E** attached hereto, to be delivered by the Company to the CID pursuant to **Section 5.3**.

*“Certificate of Substantial Completion”* means a Certificate of Substantial Completion in substantially the same form as **Exhibit D** attached hereto, to be delivered by the Company pursuant to **Section 3.7**.

“*CID Act*” means the Community Improvement District Act, Sections 67.1401 to 67.1576 of the Revised Statutes of Missouri.

“*CID Operating Fund*” means the fund of that name established by the CID pursuant to **Section 5.4**.

“*CID Petition*” means the Petition for the Creation of a Community Improvement District, requesting the creation of the CID and approved by Ordinance No. \_\_\_\_\_.

“*CID Project*” means the “Project” described in the CID Petition.

“*CID Reimbursement Fund*” means the fund of that name established by the CID pursuant to **Section 5.4**.

“*CID Sales Tax*” means the one percent (1%) community improvement district sales tax to be imposed by the CID pursuant to **Section 5.1**.

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

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

“*City Issuance Fee*” means the amount of \$[\*100,000\*] to be paid to the City pursuant to **Section 2.1(a)** in consideration of the City’s issuance of the Bonds.

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

“*Collector*” means (a) the Collector of Revenue of St. Louis County, Missouri, or (b) if the Collector of Revenue of St. Louis County, Missouri, will not perform the responsibilities of the Collector hereunder, the City.

“*Event of Default*” means any Event of Default as provided in **Section 5.1**.

“*Fiscal Year*” means the CID’s fiscal year, which, as of the date of this Agreement, is July 1 through June 30.

“*Governmental Approvals*” means all plat approvals, re-zoning or other zoning changes, planned unit development approvals, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals, or approvals required by the Municipal Code, any other applicable law or this Agreement for the completion of the Project and the issuance of the Bonds.

“*Lease*” means the Lease Agreement of even date herewith between the City and the Company, as may be amended from time to time.

“*Municipal Code*” means the University City Municipal Code, as may be amended from time to time.

“*Project*” shall have the meaning set forth in the recitals.

*"Reimbursable CID Project Costs"* means costs of the CID Project, in an amount not to exceed \$625,000 (plus interest), eligible to be reimbursed to the Company pursuant to the CID Act and this Agreement.

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

*"Transfer Date"* means the date on which the Company or a Related Party transfers fee title of the Project to the City, which date shall be no later than 30 days after the Certificate of Substantial Completion is accepted or deemed accepted by the City and the Company's receipt of waivers of all mechanics' lien rights with respect to the Project.

*"State"* means the State of Missouri.

*"Work"* means:

- (a) construction of public improvements on and around the Project Site as follows:
  - (1) storm and sanitary sewers, stormwater control, detention facilities, fencing, sidewalks and other infrastructure improvements required to obtain all necessary approvals and permits,
  - (2) construction, reconstruction and/or relocation of other utilities; and
  - (3) any other work included in the CID Project; and
- (b) construction of the Project Improvements, including an approximately 108-room hotel, as set forth on the Approved Site Plan.

## ARTICLE II

### PROJECT COSTS

#### 2.1. Project Costs.

(a) *Issuance and Legal Costs.* The Company shall pay, prior to or simultaneously with the issuance of the Bonds and the execution of this Agreement, all (1) the City Issuance Fee, (2) other costs of issuance related to the Bonds, including, without limitation, City Attorney fees, Bond Counsel fees, and trustee fees, (3) all costs of the City Attorney, Bond Counsel and other third parties incurred by the City relating to the negotiation and execution of this Agreement and (4) all costs of the City Attorney, Bond Counsel and other third parties relating to the creation of the CID. In addition, the Company shall reimburse the City for any costs of the City Attorney, Bond Counsel and other third parties incurred by the City in connection with any, amendments to Bond Documents, the CID or estoppels or similar documents associated with refinancing the Project or the CID Project.



(b) *Construction Costs.* The Company shall be solely responsible for funding or obtaining financing to fund all costs of acquiring and constructing the Project, subject to reimbursement for Reimbursable CID Costs as provided in **Article V**.

(c) *No Waivers.* Nothing in this Agreement shall be construed to waive any application fee or other cost to the Company associated with any Governmental Approval required by the Municipal Code, including but not limited to application fees for zoning changes and building permits.

### **ARTICLE III**

#### **OWNERSHIP OF THE PROJECT SITE; SCHEDULE; CONSTRUCTION OF THE PROJECT; CITY APPROVALS**

**3.1. Ownership of the Project Site.** The Company represents that it owns all of the real property included in the Project Site and required for construction of the Project and the CID Project.

**3.2. Project Construction.**

(a) The Company will substantially complete the Project Improvements and the CID Project by December 31, 2025, subject to **Section 3.8**. Substantial completion shall be determined by the City's acceptance or deemed acceptance of the Certificate of Substantial Completion pursuant to **Section 3.7**.

(b) Upon reasonable advance notice from the City, the Company and its project team shall meet with the Mayor, the City Manager and such other City staff and consultants as designated by the Mayor or the City Manager to review and discuss the design and construction of the Work to enable the City to monitor the status of construction and the aesthetics of the Work and to determine that the Work is being performed and completed in accordance with this Agreement and the Municipal Code.

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

**3.3. Construction Contracts; Insurance.** All construction contracts for the Work entered into by or on behalf of the Company shall state that the contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the Work. The Company shall obtain or shall require any contractor to obtain workers' compensation, commercial public liability and builder's risk insurance coverage in the amounts required by the Bond Documents and shall deliver evidence of such insurance to the City in accordance with the provisions of the Bonds Documents. The Company shall require that such insurance be maintained by the contractors for the duration of the construction of the applicable portion of the Work.

**3.4. Competitive Bids; Prevailing Wage; Federal Work Authorization .**

(a) The Company shall comply with all federal, State and local laws relating to the construction of the Project, including, but not limited to, Section 107.170 of the Revised Statutes of Missouri and laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the Project or portions thereof.

(b) The Company will comply with and satisfy the requirements of Section 285.530.2 of the Revised Statutes of Missouri, which requires (1) 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 (2) 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 Company shall provide such affidavit, in substantially the form attached as **Exhibit C**, and documentation to the City Manager or his designee on or before November 15 of each year during the term of this Agreement, beginning November 15, 2025.

**3.5. Governmental Approvals.** The Company shall obtain or cause to be obtained all necessary Governmental Approvals and shall be subject to all lawful inspections and perform such necessary acts as are required under the ordinances of the City. The City agrees to cooperate with the Company and to process and timely consider all complete applications for the Governmental Approvals as received, all in accordance with the Municipal Code and laws of the State; provided, however, that nothing herein contained shall be construed as the City's current approval of, or acquiescence to, any Governmental Approvals, the parties acknowledging that such matters can only be approved by the City in the proper exercise of its municipal functions through appropriate governmental procedures.

**3.6. Approved Site Plan; Zoning.** The Parties acknowledge that the Approved Site Plan has been approved by the City pursuant to Ordinance No. 7190. Notwithstanding the foregoing, the Company may make changes from time to time to the Approved Site Plan as permitted by the Municipal Code and request amendments to the Approved Site Plan by following the procedures required by the Municipal Code. The City makes no representation that it will approve any requested amendment. The Parties agree that the Approved Site Plan, as may be amended from time to time, shall govern the ultimate design and construction of the Project.

**3.7. Certificate of Substantial Completion.**

(a) The Company shall furnish a Certificate of Substantial Completion, in substantially the form of **Exhibit D**, which is hereby incorporated by reference, to the City.

(b) The appropriate City official shall diligently process the submitted Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. The appropriate City official shall accept or reject the Certificate of Substantial Completion in writing within 45 days following delivery to the City. If the City has not accepted or rejected the Certificate of Substantial Completion within such 45-day period, the Certificate of Substantial Completion shall be deemed accepted by the City as of the expiration of such 45-day period. If the appropriate City official rejects the Certificate of Substantial Completion, such rejection shall specify in reasonable detail in what respects the Company has failed to complete the Work in reasonable accordance with the provisions of this Agreement, or in what respects the Company is otherwise in default, and what measures or acts the Company must take or perform, in the good faith opinion of such City official, to obtain such acceptance.

(c) The City may issue any and all appropriate certificates of occupancy in accordance with the Municipal Code, even if the City has not yet accepted the Certificate of Substantial Completion.

**3.8 Excusable Delay.** Notwithstanding anything to the contrary contained herein or in the Plan, the schedule for completion of the Project Improvements and the CID Project described in **Section 3.2** and any other obligations herein shall be automatically extended by the number of days of delay caused by actions or events beyond the control of the Company, including, without limitation, damage or destruction by fire or casualty, strike, lockout, civil disorder, war, restrictive government regulations, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the construction and occupation of the Project or the CID Project (provided that reasonable efforts have been

made to obtain said permits/authorizations and all conditions precedent to the issuance of said permits and/or authorizations have been met), shortage or delay in shipment of material or fuel, acts of God, public health emergencies, unusually adverse weather or wet soil conditions, or other like causes beyond the Company's reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement or the Bond Documents (collectively, an "Excusable Delay"). The parties agree that as of the date of this Agreement, no known condition or event exists that would justify an Excusable Delay. Notwithstanding the foregoing, no Excusable Delay will be deemed to exist unless the Company notifies the City in writing of such Excusable Delay within 30 days after the commencement of the event causing such Excusable Delay (or within 30 days after the date that the Company should reasonably have determined that such event will cause such Excusable Delay). An Excusable Delay shall not include any condition or circumstance caused or extended by the Company or a Related Party or attributable to the action or inaction of the Company or a Related Party, with the exception of any excusable delay under a construction contract with a Related Party. If unforeseen site conditions on the Project Site, such as unknown environmental contamination or geotechnical conditions not identified prior to the inception of the Project or the CID Project, cause significant delay in completing the Work, the deadlines provided in **Section 3.2** shall be extended for that period of time which the Company can demonstrate to the reasonable satisfaction of the City Council to be necessary to remediate such conditions, but in no event shall the date for substantial completion in **Section 3.2** be extended beyond December 31, 2026.

**3.9. Hotel Restrictions.** The Company, throughout the term of this Agreement, shall operate the hotel included in the Project as (a) a Tru by Hilton hotel or (b) another "midscale" or superior hotel, as determined by the "STR Chain Scales – North American and Caribbean" (which, as of the date of this Agreement, may be accessed at <https://hotelnewsnow.com/Media/Default/Images/chainscales.pdf>). Notwithstanding the foregoing, the City Manager may also approve specific hotels that are not listed in the "STR Chain Scales – North American and Caribbean" if he or she reasonably determines that the quality of the proposed hotel is similar to "midscale" or superior hotels.

## ARTICLE IV

### TAX ABATEMENT

**4.1. Sales and Use Tax Exemption.** The City will issue the Bonds and the City and the Company will enter into the Bonds Documents to facilitate a sales and use tax exemption on qualified building materials used to construct the Project Improvements. Simultaneously with the closing of the Bonds, the City will provide a project exemption certificate to the Company.

**4.2. Partial Real Property Tax Abatement.**

(a) In accordance with the provisions of the Act, the Plan and the Bond Documents, the City will issue the Bonds in connection with the development of the Project or separate portions thereof. Pursuant to the Bond Documents, fee title to the Project will be deeded to the City on the Transfer Date. The City expects the Project will be exempt from ad valorem real property taxes so long as the City owns title thereto.

(b) Following the Transfer Date, the Assessor will, until this Agreement is terminated, determine an assessed valuation with respect to the applicable portion of the Project in accordance with Article X, Section 4(b) of the Missouri Constitution and Section 137.115 of the Revised Statutes of Missouri, as if title to the Project were in the name of the Company and not the City. Such assessment shall be performed as of January 1 of each year. To facilitate the assessment, the Company agrees to

provide to the Assessor such information as the Assessor may reasonably require to complete the assessment of the Project.

(c) The Assessor shall notify the Company of the assessed valuation in writing. The Company shall notify the City, the Assessor and the Abatement Compliance Manager if the Company has not received such notice by July 1.

(d) On or about the same date on which the Collector notifies taxpayers of taxes due under Missouri law, the Collector shall notify the Company of the amount of PILOT Payments due hereunder. The amount of PILOT Payments due for each year shall be as follows:

(1) For the calendar year in which a Certificate of Substantial Completion is approved or deemed approved pursuant to **Section 3.7**, PILOT Payments shall equal 100% of the ad valorem real property taxes that would otherwise be due, but for the City's ownership of the Project.

(2) For the the subsequent 10 years (i.e., years 1-10 of the abatement period), PILOT Payments shall equal the amount of real property taxes that would be due on the Project, but for the City's ownership, based on the then-current real property tax rate applicable to the Project Site and an assessed value of \$321,790 (i.e., the assessed value of the Project Site prior to construction of the Project).

(3) For the the subsequent 5 years (i.e., years 11-15 of the abatement period), PILOT Payments shall equal the amount of real property taxes that would be due on the Project, but for the City's ownership, based on

(A) the then-current real property tax rate applicable to the Project Site and an assessed value of \$321,790, plus

(B) the then-current real property tax rate applicable to the Project Site and an assessed value based on 75% of the difference between Assessor's then-current appraised value of the Project and the 2023 assessed value of the Project Site. *For example, if the Assessor's assessed value is \$3,000,000, the PILOT Payment would be determined by the following formula: (Current Tax Rate \* \$321,790) + (Current Tax Rate \* (\$3,000,000 - \$321,790) \* 75%).*

(e) Each PILOT Payment shall be payable to the Collector. The Company covenants and agrees to make such PILOT Payments on or before December 31 of each year during the term of this Agreement. The Company's failure to receive notices under (c) or (d) of this Section does not relieve the Company of its obligation to make the applicable PILOT Payments by December 31 as provided herein.

(f) Within 30 days after receipt of each PILOT Payment, the Collector shall, after deducting its customary fee for collection thereof, divide each PILOT Payment among the taxing jurisdictions in proportion to the amount of the then-current ad valorem tax levy of each taxing jurisdiction.

(g) The Company shall purchase the Project pursuant to **Section 11.4** of the Lease no later than December 31 of the 15th year under subsection (d)(3) above.

(h) If title to the Project or the applicable portion thereof is not conveyed by the City to the Company before January 1 following the earlier of (1) the expiration of the term of this Agreement or

(2) the date determined in accordance with paragraph (g) above, then on December 31 of such year and each year thereafter until title to the Project is transferred to the Company, the Company shall pay to the Collector a PILOT Payment equal to 100% of the real property taxes that would otherwise be due, but for the City's ownership of the Project.

(i) The property tax exemption provided by the City's ownership of the Project is expected to apply to all interests in the Project during the period it is owned by the City. If any ad valorem real property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project while the City owns the Project (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease), the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement shall be reduced by the amount of ad valorem tax payments paid by the Company and received by the Collector with respect to the Project. The Company shall be responsible for any taxes related to any interest in the Project that the Company owns in its own name or granted to the Company other than pursuant to the Lease. Notwithstanding the foregoing, there shall be no reduction in PILOT Payments for any sales taxes imposed by any governmental authority, including the Missouri Department of Revenue, in connection with the Company's acquisition of construction materials for real property improvements or equipment at the Project Site.

(j) If the Company exercises its option to purchase the Project pursuant to **Section 11.1** of the Lease before the Collector notifies the Company of the annual PILOT Payment due under this Agreement, the Company shall pay to the City an amount equal to 100% of the ad valorem real property taxes that would have been payable to each taxing jurisdiction, but for the City's ownership of the Project, for the preceding calendar year (the "*Escrowed Amount*"). Once the Collector notifies the Company of the PILOT Payment due under this Section for the calendar year in which the Company purchases the Project, the Company will forward the Collector's notification to the City, and the City will use the Escrowed Amount to pay the PILOT Payment to the Collector and refund the remaining amount, if any, to the Company.

(k) If the Company exercises its option to purchase the Project pursuant to **Section 11.1** of the Lease after receiving notification of the PILOT Payment due under this Agreement for the calendar year in which the Company purchases the Project, the Company shall pay that amount to the Collector (to be distributed as provided in herein) prior to closing on the purchase of the Project.

**4.3. No Abatement on Special Assessments, Personal Property Taxes, Licenses or Fees.** The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments or ad valorem personal property taxes and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company (and subsequent owners of the Project or portions thereof) will make payments with respect to all special assessments, personal property taxes, licenses and fees that would otherwise be due with respect to the Project or portions thereof if such Project or portions thereof were not owned by the City.

## ARTICLE V COMMUNITY IMPROVEMENT DISTRICT

### 5.1 CID Sales Tax.

(a) The CID shall submit a ballot proposition to the CID's qualified voters (as defined in the CID Act) authorizing the imposition of the CID Sales Tax.

(b) Upon approval by the qualified voters of the CID, the CID shall promptly notify the Missouri Department of Revenue of the imposition of the CID Sales Tax.

**5.3 Approval of Reimbursable CID Project Costs.** From time to time, the Company may submit Certificates of Reimbursable CID Project Costs in substantially the form of **Exhibit E** attached hereto to the CID, evidencing costs incurred by the Company in the construction of the CID Project. The CID shall review each Certificate of Reimbursable CID Project Costs and provide written objections, if any, to the Company within 30 days from receipt thereof. If any objections are provided, the Company shall cure such objections and resubmit the Certificate of Reimbursable CID Project Costs. If no objections are provided within 30 days of receipt, the Certificate of Reimbursable CID Project Costs shall be deemed approved by the CID on the 31st day following receipt (unless affirmatively approved by the CID before such date).

**5.4 Application of CID Revenues.**

(a) The CID shall establish the CID Operating Fund and the CID Reimbursement Fund. All CID Sales Tax revenues received by the CID in each Fiscal Year shall be deposited as follows:

(1) First, CID Sales Tax revenues up to the applicable Annual Operating Fund Deposit shall be deposited into the CID Operating Fund; and

(2) Second, all remaining CID Sales Tax revenues shall be deposited into the CID Reimbursement Fund.

(b) The CID shall use money deposited into the CID Operating Fund to pay the costs of administering and operating the CID and any other expenses approved by the CID's Board of Directors (including, without limitation, transferring any moneys not needed for the administration and operation of the CID to the CID Reimbursement Fund).

(c) The CID shall use money deposited into the CID Reimbursement Fund to reimburse the Company for the Reimbursable CID Project Costs identified in all approved or deemed approved Certificates of Reimbursable CID Project Costs. The CID shall, subject to annual appropriation, make payments to the Company from the CID Reimbursement Fund on each January 1, April 1, July 1 and October 1 (or if such date is not a business day, the next business day thereafter) (each, a "Payment Date"), to the extent (1) the CID has money in the CID Reimbursement Fund and (2) the Company has not yet been reimbursed by the CID for the Reimbursable CID Project Costs identified in all approved or deemed approved Certificates of Reimbursable CID Project Costs. All Reimbursable CID Project Costs that have not been reimbursed to the Company shall accrue interest at the rate of 6.5%, calculated using the 30/360 method and all unpaid interest shall compound on each Payment Date.

(d) Notwithstanding anything to the contrary contained herein, the CID may, in lieu of the payments described in (c) above and following approval or deemed approval of the Certificate of Substantial Completion, issue notes, bonds or other obligations and use the proceeds thereof to reimburse the Company for the Reimbursable CID Project Costs identified in the all approved or deemed approved Certificates of Reimbursable CID Project Costs (provided, however, the CID may not issue any tax-exempt notes, bonds or other obligations without the written permission of the City Manager, not be unreasonably withheld).

**5.5 CID Governance.**

(a) The Company, the City and any successor in title to the Project, in their role as an entity that can designate authorized representatives to serve on the CID's Board of Directors, shall cause the CID to be governed in accordance with the CID Act, the CID Petition and all other applicable laws. In furtherance for the foregoing, the Parties agree that the CID Board of Directors shall, at all times, consist of three persons designated by the Company and two persons designated by the City Manager.

(b) The CID shall engage a qualified CID administrator and/or qualified legal counsel to assist in managing the operations of the CID and ensuring compliance with applicable laws.

## ARTICLE VI

### EVENTS OF DEFAULT; REMEDIES

**6.1. 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 hereunder:

(a) any Party fails to perform any of its material obligations hereunder for a period of 30 days (or such longer period as the City and the Company may agree in writing) following written notice to the defaulting party of such failure, or if such failure is not subject to cure within such 30 days after such notice, the defaulting party fails to initiate action to cure the default within such 30 days after such notice is given and fails to pursue such action diligently; or

(b) any representation of any Party contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days (or such longer period as the City, the CID and the Company may agree in writing) following written notice to the defaulting party specifying the false or erroneous representation and requiring it to be remedied, or if such matter is not subject to cure within such 30 days after such notice, the defaulting party fails to initiate action to cure the default within such 30 days after such notice is given and fails to pursue such action diligently.

**6.2. Remedies on Default.** Any Event of Default referred to in **Section 6.1** caused by the action or inaction of the Company shall also constitute an Event of Default under the Bond Documents, affording the City the remedies specified therein, to the extent permitted by State law.

**6.3. Remedies.** Upon the occurrence of an Event of Default, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default, including, but not limited to proceedings to compel specific performance by the defaulting party or to terminate this Agreement.

## ARTICLE VII

### GENERAL PROVISIONS

**7.1. Term of Agreement.** This Agreement shall become effective upon execution by the parties hereto and shall terminate upon the earliest to occur of the following:

(a) the payment in full of the Bonds (or any bonds issued to refund the Bonds) and the payment of all amounts due under this Agreement;

(b) the occurrence and continuance of an Event of Default beyond the cure period and the subsequent termination of this Agreement pursuant to the provisions of this Agreement; or

(c) the expiration of the leasehold interests set forth in the Bond Documents (including, without limitation, termination as a result of the Company's purchase of the Project by tendering the Bonds for cancellation pursuant to **Article XI** of the Lease Agreement included in the Bond Documents).

**7.2. Successors and Assigns.**

(a) The Company shall not assign its interest in this Agreement prior to the City's acceptance or deemed acceptance of the Certificate of Substantial Completion without the consent of the City and the CID unless such assignment is to a Related Party or made as part of a collateral assignment in connection with the financing or refinancing of the Project. Notwithstanding the foregoing, the City and the CID shall not withhold their respective consents if it is reasonably satisfied that the proposed assignee has significant experience developing hotel projects and has the financial ability to complete the Project.

(b) The Company shall, immediately upon the consummation of any assignment of its interests in this Agreement, provide the City and the CID with a copy of the assignment and assumption agreement between the Company and the assignee.

**7.3. 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 mailed by registered or certified mail, postage prepaid, delivered personally, or sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(a) If to the City:

City of University City, Missouri  
6801 Delmar Boulevard  
University City, Missouri 63130  
Attn: City Manager

with a copy to:

John F. Mulligan, Jr.  
Attorney at Law  
6 Carrswold  
Clayton, Missouri 63105

(b) If to the Company:

Delmar Harvard LLC  
c/o TriStar Real Estate LLC  
12647 Olive Boulevard, Suite 510  
St. Louis, Missouri 63141



with a copy to:

Armstrong Teasdale LLP  
7700 Forsyth Boulevard, Suite 1800  
St. Louis, Missouri 63105  
Attn: Robert Klahr, Esq.

(c) If to the CID:

711 and 717 Kingsland Community Improvement District  
c/o TriStar Real Estate LLC  
12647 Olive Boulevard, Suite 510  
St. Louis, Missouri 63141

with a copy to:

Armstrong Teasdale LLP  
7700 Forsyth Boulevard, Suite 1800  
St. Louis, Missouri 63105  
Attn: Robert Klahr, Esq.

The City, the Company and the CID may from time to time designate, by notice given hereunder to the other party, such other address to which subsequent notices, certificates or other communications shall be sent. Attorneys for a party may give notice on behalf of their client.

**7.4. Contractual Liability Insurance Requirements.** The Company shall maintain contractual liability insurance covering the Company's indemnification obligations under **Section 7.5**. The contractual liability insurance shall be placed with 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 Company, provided, the City Attorney must be reasonably satisfied that this Agreement is an "insured contract" (or equivalent terminology) under the policy or policies obtained by the Company. The Company shall provide the City with copies of such insurance policy and a current certificate of insurance to evidence the current effectiveness of such insurance coverage upon the execution of this Agreement and from time to time thereafter upon written request of the City. If requested by the City Attorney, the Company shall cause the City to be named as an additional insured under the contractual liability insurance coverage required by this subsection.

**7.5. Release and Indemnification.**

(a) The indemnification and covenants contained in this Section shall survive expiration or earlier termination of this Agreement.

(b) The Company hereby agrees that, anything to the contrary herein notwithstanding, it will defend, indemnify and hold harmless the City, the CID and their respective governing body members, employees, attorneys and agents against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including reasonable attorneys' fees and court costs) from third party claims resulting from, arising out of, or in any way connected with (1) the Company's breach (beyond any applicable notice and opportunity to cure) of this Agreement or the Bond Documents, (2) the negligence or intentional misconduct of the Company or an affiliate thereof or its respective employees

and agents, (3) the presence of hazardous wastes, hazardous materials or other environmental contaminants on the Project Site, except to the extent the same are released or introduced by the City, (4) any loss or damage to property or any injury to or death of any person occurring in or about the Project Site in connection with any activities, acts or omissions of the Company or a Related Party or any of its respective contractors, agents or employees, or (5) otherwise arising out of the adoption or administration of this Agreement, the Bond Documents or the construction of the Project. In the event that the validity or construction of the Act and/or any other ordinance of the City or resolution of the CID adopted in connection with this Agreement or the Bond Documents or affecting the Project are contested in court, the City shall be defended, held harmless and indemnified by the Company from and against all claims, demands and/or liabilities of any kind whatsoever including, without limitation, any claim for reasonable attorneys' fees and court costs, and the Company shall pay any monetary judgment and all court costs rendered against the City or the CID, if any.

(c) Notwithstanding anything herein to the contrary, the City, the CID and their respective governing body, employees, attorneys and agents shall not be liable to the Company for damages or otherwise in the event that all or any part of the Act and/or any other ordinance of the City or resolution of the CID adopted in connection with this Agreement, the Bond Documents or the Project 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 Company shall have no obligation (1) to defend, hold harmless or indemnify the City with respect to any matter or expense resulting from or arising out of the negligence or willful misconduct of the City or (2) to defend, hold harmless or indemnify the CID with respect to any matter or expense resulting from or arising out of the negligence or willful misconduct of the CID.

(e) All covenants, stipulations, promises, agreements and obligations of the City and the CID contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City or the CID, as applicable, and not of any of the City's or the CID's governing body members, employees, attorneys or agents in their individual capacities.

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

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

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

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

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

**7.11. City Consent.** Pursuant to the Ordinance, the City Manager is authorized to execute all documents on behalf of the City (including, without limitation, documents relating to the financing or

refinancing of the Project by the Company) as may be required to carry out and comply with the intent of this Agreement and the Bond Documents. The City Manager is also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to this Agreement, the Bonds, and the Bond Documents 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 any leasehold interests set forth in the Bond Documents, alter the sales and use tax exemption described in **Section 4.1**, or waive an Event of Default or materially change the nature of the transactions contemplated by this Agreement and the Bond Documents unless otherwise approved by the City Council.

## ARTICLE VIII

### REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES

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

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

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

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

(d) *Compliance with Laws.* The City has, to date, complied with the procedural and other requirements concerning the Governmental Approvals granted in connection with the development of the Project, the approval of this Agreement and the issuance of the Bonds.

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

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

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

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

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

(e) *Accuracy of Project Data.* The Company has provided certain financial and other information regarding the Project (the "Project Data") to the City. The parties agree that project costs, estimated tax revenues and other financial information included within the Project Data may change as the Project evolves from concept to completion, and such changes may be material. Nevertheless, the Company represents that (1) the most recently supplied Project Data was, to the Company's knowledge, developed and provided in good faith and (2) to the Company's knowledge, the Approved Site Plan set forth on **Exhibit C** is a good faith representation of the uses that the Company will endeavor to locate on the Project Site.

(f) *Anti-Discrimination Against Israel Act.* Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Company certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from (1) the State of Israel, (2) 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 (3) persons or entities doing business in the State of Israel.

**8.3. Representations of the CID.** The CID makes the following representations and warranties, which are true and correct on the date hereof:

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

(b) *No Litigation.* To the CID's knowledge, no litigation, proceedings or investigations are pending or threatened against the CID with respect to the Project or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the CID, threatened against the CID seeking to restrain, enjoin or in any way limit

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

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

(d) *Compliance with Laws.* The CID has, to date, complied with the procedural and other requirements concerning the Governmental Approvals granted in connection with the development of the Project and the approval of this Agreement.

[Remainder of Page Intentionally Left Blank]

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

**CITY OF UNIVERSITY CITY, MISSOURI**

(SEAL)

Attest:

By: \_\_\_\_\_  
Gregory Rose, City Manager

\_\_\_\_\_  
LaRette Reese, City Clerk

**DELMAR HARVARD LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROJECT SITE**

The land situated in the County of St. Louis, State of Missouri, and described as follows:

**LOT 1**

Part of Lot 9 of Eliza Clemens Estate Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 2 page 42 and Lots 5 through 6 and part of Lots 4 and 9 of Block 1 of University Heights a Subdivision according to the plat thereof recorded in Plat Book 6 page 14 of the St. Louis County Records located In U.S. Survey 378, Township 45 North, Range 6 East of the Fifth Principal Meridian, University City, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northeast corner of a tract of land as conveyed to the City of University City by instrument recorded in Book 6333, Page 2313 of above said records, said point also being located on the west line of Kingsland Avenue, 80 feet wide, thence along the north line of said City of University City tract; North 89 degrees 45 minutes 45 seconds West, 156.50 feet thence departing said south line North 00 degrees 00 minutes 00 seconds East, 255.52 feet to the south line of a tract of land as conveyed to Washington University by instrument recorded in Book 11923, Page 041 of above said records; thence along said south line, South 89 degrees 45 minutes 44 seconds East, 136.50 feet to the southeast corner thereof, also being located on the west right-of-way line of above said Kingsland Avenue; thence along said west right-of-way line, South 00 degrees 14 minutes 16 seconds West, 254.90 feet to the POINT OF BEGINNING.

Containing 40,033 square feet or 0.919 acres, more or less

## EXHIBIT B

### LEGAL DESCRIPTION OF CID SITE

#### LOT 1

Part of Lot 9 of Eliza Clemens Estate Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 2 page 42 and Lots 5 through 6 and part of Lots 4 and 9 of Block 1 of University Heights a Subdivision according to the plat thereof recorded in Plat Book 6 page 14 of the St. Louis County Records located In U.S. Survey 378, Township 45 North, Range 6 East of the Fifth Principal Meridian, University City, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northeast corner of a tract of land as conveyed to the City of University City by instrument recorded in Book 6333, Page 2313 of above said records, said point also being located on the west line of Kingsland Avenue, 80 feet wide, thence along the north line of said City of University City tract; North 89 degrees 45 minutes 45 seconds West, 156.50 feet thence departing said south line North 00 degrees 00 minutes 00 seconds East, 255.52 feet to the south line of a tract of land as conveyed to Washington University by instrument recorded in Book 11923, Page 041 of above said records; thence along said south line, South 89 degrees 45 minutes 44 seconds East, 136.50 feet to the southeast corner thereof, also being located on the west right-of-way line of above said Kingsland Avenue; thence along said west right-of-way line, South 00 degrees 14 minutes 16 seconds West, 254.90 feet to the POINT OF BEGINNING.

Containing 40,033 square feet or 0.919 acres, more or less

#### LOT 2

A tract of land being part of Lots 4 and 9 and Lots 5 thru 8 of block 1 of University Heights, as recorded in Plat Book 6, Page 14 and part of Lot 9 of Eliza Clemens Estate Subdivision as recorded in Plat Book 2, Page 42 of the St. Louis County Records, located in U.S. Survey 378, Township 45 North, Range 6 East of the Fifth Principal Meridian, University City, St. Louis County, Missouri, more particularly described as follows:

Commencing at the northeast corner of attract of land as conveyed to the City of University City by instrument recorded in Book 6333, Page 2313 of above said records, said point also being located on the west right-of-way line of Kingsland Avenue, 80 feet wide; thence along the north line of said City of University City tract, North 89 degrees 45 minutes 45 seconds West, 156.50 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along last said north line, North 89 degrees 45 minutes 45 seconds West, 123.97 feet to east right-of-way line of Sgt. Mike King Drive, 50 feet wide; thence along said right-of-way line and the east line of a tract of land as conveyed to the City of University City by instrument recorded in Book 6290, Page 1393, North 00 degrees 14 minutes 16 seconds East, 259.12 feet to the south line of a tract of land as conveyed to Washington University by instrument recorded in Book 11923, Page 041 of above said records; thence along said south line, South 88 degrees 05 minutes 02 seconds East, 144.03 feet; then departing said north line, South 00 degrees 00 minutes 00 seconds West, 255.52 feet to the POINT OF BEGINNING

Containing 31,763 square feet or 0.729 acres, more or less.



**EXHIBIT C**  
**APPROVED SITE PLAN**

**EXHIBIT D**  
**COMPANY'S AFFIDAVIT**

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

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized officer of Delmar Harvard LLC, a Missouri limited liability company (the "*Company*"), and am authorized by the Company to attest to the matters set forth herein.

I hereby affirm the Company's enrollment and participation in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri.

The Company does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri.

Further Affiant Sayeth Not.

**DELMAR HARVARD LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

## EXHIBIT E

### CERTIFICATE OF SUBSTANTIAL COMPLETION

**DELMAR HARVARD LLC** (the “Company”), pursuant to that certain Development Agreement dated as of [\*Date\*], 2024, among the City of University City, Missouri (the “City”), the Company and the 711 and 717 Kingsland Community Improvement District (the “Agreement”), hereby certifies to the City as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Agreement.

2. That as of \_\_\_\_\_, 20\_\_\_, the Work has been substantially completed in accordance with the Agreement and all applicable Governmental Approvals.

3. The Completed Project Improvements have been completed in a workmanlike manner and in accordance with (a) the plans and permits approved by the City and (b) the applicable zoning and other ordinances that govern the construction of the Project.

4. Lien waivers for the Completed Project Improvements have been obtained.

5. 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 Completed Project Improvements have been substantially completed in accordance with the Agreement and the Bond Documents.

6. This Certificate of Substantial Completion is being issued by the Company to the City in accordance with the Agreement to evidence the satisfaction of all obligations and covenants of the Company under the Agreement and the Bond Documents with respect to the construction of the Completed Project Improvements.

7. The City’s acceptance (below) in writing to this Certificate of Substantial Completion shall evidence the satisfaction of all obligations and covenants of the Company under the Agreement and the Bond Documents with respect to the construction of the Completed Project Improvements.

This Certificate of Substantial Completion 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.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DELMAR HARVARD LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED:

**CITY OF UNIVERSITY CITY, MISSOURI**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Insert Notary Form(s) and Legal Description)

**EXHIBIT F**

**CERTIFICATE OF REIMBURSABLE CID PROJECT COSTS**

CERTIFICATE OF REIMBURSABLE CID PROJECT COSTS

TO: 711 and 717 Kingsland Community Improvement District  
c/o TriStar Real Estate LLC  
12647 Olive Boulevard, Suite 510  
St. Louis, Missouri 63141

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated as of [\*Date\*], 2024 (the "Agreement") among the City of University City, Missouri (the "City"), Delmar Harvard LLC (the "Company") and the 711 and 717 Kingsland Community Improvement District (the "CID"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Reimbursable CID Project Cost that was incurred in connection with the completion of the CID Project.
2. These Reimbursable CID Project Costs have been paid by the Company and are reimbursable under the CID Act, the CID Petition and the Agreement.
3. There has not been filed with or served upon the CID any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
4. All necessary permits and approvals required for the CID Project are in full force and effect.
5. If any cost item to be reimbursed under this Certificate is deemed not to be eligible to be reimbursed by the CID, the Company shall have the right to substitute other Reimbursable CID Project Costs for payment hereunder.
6. The Company is not in default or breach of any term or condition of the Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DELMAR HARVARD LLC**

By: \_\_\_\_\_  
[Name], [Title]

Approved for Payment this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

**711 and 717 KINGSLAND COMMUNITY IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
[Name], [Title]

**SCHEDULE 1**  
**TO CERTIFICATE OF REIMBURSABLE CID PROJECT COST**







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

<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>NB20240513-03</b>
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<b>SUBJECT/TITLE:</b> FDP 24-01 Application for Final Development Plan approval for the Subtext Development at 6630-6654 Delmar Boulevard.			
<b>PREPARED BY:</b> John L. Wagner		<b>DEPARTMENT / WARD</b> Planning and DevelopmenttWard 1	
<b>AGENDA SECTION:</b>	New Business - Bill 9539	<b>CAN ITEM BE RESCHEDULED?</b>	yes
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b> City Manager concurs with the Plan Commission and recommends approval.			
<b>FISCAL IMPACT:</b> N/A			
<b>AMOUNT:</b>		<b>ACCOUNT No.:</b>	
<b>FROM FUND:</b>		<b>TO FUND:</b>	
<b>EXPLANATION:</b> N/A			

**STAFF COMMENTS AND BACKGROUND INFORMATION:**  
 Staff has determined that the Final Development Plan is consistent with the Preliminary Development Plan approved via Resolution 2024-01 and rezoned via Ordinance 7346. The plan meets all requisite requirements of Zoning Ordinance.

The proposed development includes 259 dwelling units and 7,131 square-feet of retail/restaurant space. A history of the meetings at which the proposed development are included in the attached Staff

<b>CIP No.</b>	
<b>RELATED ITEMS / ATTACHMENTS:</b> Attached are the Plan Commission Transmittal Letter, Staff Report from the April 17, 2024 Plan Commission meeting - amended to include for the City Council the Plan Commission's recommendation, the Applicant's submission materials, and a Bill No. 9539.	

<b>LIST CITY COUNCIL GOALS (S):</b> Economic Development, Community Quality of Life, Encourage High-quality Growth.			
<b>RESPECTFULLY SUBMITTED:</b>	City Manager, Gregroy Rose	<b>MEETING DATE:</b>	May 13, 2024



**Plan Commission**

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

April 17, 2024

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

RE: Final Development Plan approval (FDP-24-01)

Dear Ms. Reese,

At a regularly scheduled meeting on March 27 2024, at 6:30 p.m. at the Heman Park Community Center, the Plan Commission considered the application of Subtext Acquisitions, LLC for Final Development Plan (FDP) approval of a proposed mixed-use development at 6630-6654 Delmar Boulevard.

By a vote of 5 to 0, the Plan Commission recommended approval of said Final Development Plan.

Sincerely,

Margaret Holly, Chairperson  
University City Plan Commission



**STAFF REPORT**

**City Council**

<b>Meeting Date</b>	<b>May 13, 2024</b>
<b>File Number</b>	FDP-24-01
<b>Council District</b>	1
<b>Location</b>	6630-6654 Delmar Boulevard*
<b>Applicant</b>	Subtext Acquisitions, LLC
<b>Property Owner</b>	6630, 6650 Delmar Blvd: Commerce Bank 6640, 6654 Delmar Blvd: Washington University in St. Louis <i>*Please note that a Final Plat for the subject property was approved by City Council on January 8, 2024. Updated addresses may not yet be reflected by the St. Louis County Recorder of Deeds Office.</i>
<b>Request</b>	Approval of a Final Development Plan

**Comprehensive Plan Conformance:**  
 Yes       No       No reference

**Staff Recommendation:**  
 Approval     Approval with Conditions     Denial

- Attachments:**
- A. Narrative
  - B. Owner Authorization – Commerce Bank
  - C. Owner Authorization – Washington University in St. Louis
  - D. Civil Site Plans
  - E. Architectural Building Plans
  - F. Landscape Plans

**Applicant Request**

The applicant, Subtext Acquisitions, LLC, is requesting approval of a Final Development Plan (FDP) for a five-story, mixed-use building located at 6630-6654 Delmar Boulevard. The proposed development will include 259 dwelling units and 7,131 square feet of retail/restaurant space.

**Background**

At their October 25, 2023 meeting, the Plan Commission recommended approval of the Map Amendment (rezoning) of the subject property from CC – Core Commercial District to PD-M Planned Development Mixed-Use District, along with approval of the related Preliminary Development Plan and the Major Subdivision (Final Plat) for the property located at 6630-6654 Delmar Boulevard, for a mixed-use development. The City Council subsequently approved the above applications at their January 8, 2024 meeting.

Below is a summary of the various Board, Commission, City Council, and neighborhood meetings at which the proposed development was reviewed and if applicable, approved:

Reviewed by	Date	Action Taken	Vote
Plan Commission	July 26, 2023	Work session to obtain feedback on development proposal	n/a
Community Open-House	August 11, 2023	Open-invitation event for neighbors, community members to view and provide feedback on the proposed development	n/a
Community Open-House	August 11, 2023	Open-invitation event for neighbors, community members to view and provide feedback on the proposed development	n/a
Historic Preservation Commission	September 21, 2023	Conceptually approve the application as proposed, with the understanding that it returns to the Commission before issuance of a building permit	4-0
Loop Special Business District	October 10, 2023	Work session to obtain feedback	n/a
Traffic Commission	October 11, 2023	Work session to obtain feedback	n/a
Plan Commission	October 25, 2023	Recommend to City Council approval of the Map Amendment, Preliminary Development Plan, and Major Subdivision	6-0
City Council	December 20, 2023	First readings of two ordinances to approve the Map Amendment and Major Subdivision	n/a
City Council	January 8, 2024	Second and third readings of two ordinances to approve the Map Amendment and Major Subdivision; Approval of a resolution for the Preliminary Development Plan	6-0
Plan Commission	January 24, 2024	Work session to feedback on Final Development Plan prior to formal application	n/a

**Analysis**

The requirements for compliance with the approved Preliminary Development Plan are set forth in the Final Development Plan procedure in §400.870(B) of the Zoning Code, which states that:

*“The final development plan shall be in substantial compliance with the approved preliminary development plan. Modifications and refinements, resulting from the final design process, may be approved. In no event shall any modification of the development plan result in the following:*

- a. A change in the use or character of the development;*
- b. An increase in building or site coverage or increase in building height;*
- c. An increase in the intensity of use (e.g., number of dwelling units);*
- d. An increase in vehicular traffic generation or significant changes in traffic access and circulation;*
- e. A reduction in approved open space or required buffer areas;”*

A few modifications have been made to the approved Preliminary Development Plan and are reflected in the proposed Final Development Plan. Below is a description of those changes:

1. Reduction in the number of dwelling units from 329 to 259.
2. Reduction in building height from 75'-85' to 57'-80' and reduction from 7 stories to 5 stories.
3. Reduction in the amount of commercial space from 8,110 square feet to 7,131 square feet.
4. Increase in the number of off-street parking spaces provided to reflect the reduced number of dwelling units and reduced commercial space and to comply with the existing parking requirements. For context, the approved Preliminary Development Plan was proposed in conjunction with a proposed Text Amendment to allow further modification of the parking requirements than what the zoning code currently requires. The Text Amendment was not approved, and therefore the Final Development Plan has been modified to comply with the existing off-street parking requirements and existing *exceptions*.

**Table 1** on the following page shows a summary of the required parking (399 parking spaces) with the new dwelling unit count and revised retail/restaurant square footages. Included in this table is amount of parking provided (399 parking spaces) in the Final Development Plan. The proposed parking complies with the minimum required off-street parking and loading spaces set forth in Article VII, Division 4 of the zoning code.

Staff finds that the above modifications are within the scope of the Final Development Plan's substantial compliance requirement. The modifications reflected in the Final Development Plan do not result in any of the five situations described in §400.870(B), also described above in blue text.

### **Comprehensive Plan**

The future character and land use map of the comprehensive plan identifies the subject property as an "Activity Center" and is within the "Loop Activity Center Overlay." The uses and character of the proposed development are consistent with both character/use types. Additionally, the proposed development furthers the plan's emphasis on encouraging denser, mixed-use development, particularly in Activity Centers.

### **Plan Commission**

The Plan Commission recommended approval of the Local University City Final Development Plan pursuant to Staff Recommendation below. The fourth condition in red was added at the meeting.

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### **Staff Recommendation**

Staff recommends approval of the Final Development Plan for the property located at 6630-6654 Delmar Boulevard with the following conditions:

1. Plans shall be reviewed by the Historic Preservation Commission before issuance of a building permit.
2. A detailed construction traffic and parking plan shall be submitted to and approved by the Department of Planning & Development prior to issuance of a building permit.
3. Departmental plan review comments shall be resolved prior to issuance of a building permit.
4. **Irrigation for landscaping in the public right-of-way along Delmar Boulevard and Leland Avenue shall be provided by the applicant in conjunction with an agreement with the City defining maintenance responsibilities for the irrigation system and plantings. Plans for the irrigation system and plantings shall be approved by the Department of Planning & Development prior to issuance of a building permit.**



INTRODUCED BY: \_\_\_\_\_

DATE: May 13, 2024

BILL NO. 9539

ORDINANCE NO.

**AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR THE  
“LOCAL UNIVERSITY CITY” DEVELOPMENT AT 6630-6654 DELMAR  
BOULEVARD.**

**WHEREAS**, the Preliminary Development Plan was approved by the City Council of University City on January 8, 2024, by Resolution No. 2024-01, for the development project known as “Local University City” in a Planned Development – Mixed-Use (PD-M) District in the City of University City, and the City Council authorized the submittal of a Final Development Plan; and

**WHEREAS**, a Final Development Plan dated April 2, 2024, has been submitted for review and approval; and

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

**WHEREAS**, at its meeting on April 17, 2024, the University City Plan Commission considered and recommended to the City Council of University City approval of said Final Development Plan; and

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

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

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

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

Section 3. The Final Development Plan shall include the following additional conditions:

1. The buildings and property shall be developed, constructed, and maintained in compliance with the plans submitted and attached. The footprint and general layout are subject to the plans dated April 2, 2024. The height and mass shall be restricted to that shown on the Final Development Plan.
2. The maximum number of dwelling units shall be 259.
3. Accessible pedestrian ways shall be provided from the public sidewalk to the building.

4. A final landscaping plan shall be submitted for review and approval by the Zoning Administrator prior to the issuance of a building permit.
5. Lighting standards and illumination levels shall meet the requirements in Zoning Code Section 400.2110.
6. Off-street parking and loading requirements will be provided as required by Chapter 400, Article VII of the University City Zoning Code.
7. Bicycle racks shall be provided in accordance with Zoning Code Section 400.2145.
8. A detailed construction traffic control and parking plan shall be submitted to the Director of Planning and Development for approval. Said plan shall set forth details pertaining to worker parking during all phases of the proposed construction. It shall further detail solutions to public property maintenance issues such as street cleaning and traffic diversion. Said plan shall be finalized prior to the issuance of a building permit. It shall be the applicant's responsibility to obtain those approvals in written form in a timely manner prior to issuance of the building permit.
9. The applicant shall: (1) construct sidewalk in the public right-of-way abutting the development site along Delmar Boulevard and Leland Avenue according to Public Works Department standards, which may include matching the color and type of concrete for sidewalks in that area; 2) provide landscaping such as trees in that public-right-of-way but not thereafter maintain the landscaping; and 3) install and maintain an irrigation system for the landscaping except to the extent damage to the irrigation system is caused by a person other than one associated with the applicant or any successors or assigns. Plans for the above items shall be reviewed and approved as part of the building permit application.

Section 4. The City Clerk is hereby directed to endorse upon the Final Development Plan the approval of the City Council under the hand of the City Clerk and the seal of University City.

Section 5. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED and ADOPTED this \_\_\_\_\_ day of May, 2024.

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MAYOR

ATTEST:

---



CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

---

CITY ATTORNEY

Exhibit A

**LOCAL UNIVERSITY CITY**  
A TRACT OF LAND BEING PART OF LOTS 8, 9, 11 AND PART OF LOTS 5, 12-14 OF ROSEDALE HEIGHTS  
AS RECORDED IN PLAT BOOK 2, PAGE 80 UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI  
UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI  
**FINAL DEVELOPMENT PLAN/PLAT**

**SHEET INDEX**

- CLD TITLE SHEET
- CLD EXHIBIT NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
- CLD FINAL DEVELOPMENT PLAN
- CLD LOW FLOOD HAZARD MAP
- CLD PRELIMINARY MAP



**LOCATION MAP**

**SITE INFORMATION**

- OWNER: UNIVERSITY CITY, MISSOURI
- OWNER ADDRESS: 111 SOUTH WASHINGTON STREET, UNIVERSITY CITY, MISSOURI 63102
- OWNER PHONE: (314) 875-1234
- OWNER FAX: (314) 875-5678
- OWNER EMAIL: info@universitycitymo.gov
- PROJECT NAME: LOCAL UNIVERSITY CITY
- PROJECT ADDRESS: 111 SOUTH WASHINGTON STREET, UNIVERSITY CITY, MISSOURI 63102
- PROJECT PHONE: (314) 875-1234
- PROJECT FAX: (314) 875-5678
- PROJECT EMAIL: info@universitycitymo.gov
- PROJECT DESCRIPTION: A TRACT OF LAND BEING PART OF LOTS 8, 9, 11 AND PART OF LOTS 5, 12-14 OF ROSEDALE HEIGHTS AS RECORDED IN PLAT BOOK 2, PAGE 80 UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI.
- PROJECT PURPOSE: TO DEVELOP A TRACT OF LAND BEING PART OF LOTS 8, 9, 11 AND PART OF LOTS 5, 12-14 OF ROSEDALE HEIGHTS AS RECORDED IN PLAT BOOK 2, PAGE 80 UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI.
- PROJECT SCOPE: TO DEVELOP A TRACT OF LAND BEING PART OF LOTS 8, 9, 11 AND PART OF LOTS 5, 12-14 OF ROSEDALE HEIGHTS AS RECORDED IN PLAT BOOK 2, PAGE 80 UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI.
- PROJECT PHASES: TO DEVELOP A TRACT OF LAND BEING PART OF LOTS 8, 9, 11 AND PART OF LOTS 5, 12-14 OF ROSEDALE HEIGHTS AS RECORDED IN PLAT BOOK 2, PAGE 80 UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI.
- PROJECT REGULATIONS: TO DEVELOP A TRACT OF LAND BEING PART OF LOTS 8, 9, 11 AND PART OF LOTS 5, 12-14 OF ROSEDALE HEIGHTS AS RECORDED IN PLAT BOOK 2, PAGE 80 UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI.

**LEGEND**

1	Proposed Building Footprint
2	Proposed Parking
3	Proposed Driveway
4	Proposed Sidewalk
5	Proposed Street
6	Proposed Utility
7	Proposed Fence
8	Proposed Sign
9	Proposed Light Pole
10	Proposed Storm Drain
11	Proposed Water Main
12	Proposed Sewer Main
13	Proposed Gas Main
14	Proposed Electric Main
15	Proposed Telephone Main
16	Proposed Cable Main
17	Proposed Other Utility
18	Proposed Other

**PLAT BOOK RECORD INFORMATION**

PLAT BOOK	PAGE	RECORD NUMBER	RECORD DATE	RECORD TYPE
PLAT BOOK 2	PAGE 80	RECORD NUMBER 1	RECORD DATE 1/1/2000	RECORD TYPE 1
PLAT BOOK 2	PAGE 80	RECORD NUMBER 2	RECORD DATE 1/1/2000	RECORD TYPE 2
PLAT BOOK 2	PAGE 80	RECORD NUMBER 3	RECORD DATE 1/1/2000	RECORD TYPE 3
PLAT BOOK 2	PAGE 80	RECORD NUMBER 4	RECORD DATE 1/1/2000	RECORD TYPE 4
PLAT BOOK 2	PAGE 80	RECORD NUMBER 5	RECORD DATE 1/1/2000	RECORD TYPE 5
PLAT BOOK 2	PAGE 80	RECORD NUMBER 6	RECORD DATE 1/1/2000	RECORD TYPE 6
PLAT BOOK 2	PAGE 80	RECORD NUMBER 7	RECORD DATE 1/1/2000	RECORD TYPE 7
PLAT BOOK 2	PAGE 80	RECORD NUMBER 8	RECORD DATE 1/1/2000	RECORD TYPE 8
PLAT BOOK 2	PAGE 80	RECORD NUMBER 9	RECORD DATE 1/1/2000	RECORD TYPE 9
PLAT BOOK 2	PAGE 80	RECORD NUMBER 10	RECORD DATE 1/1/2000	RECORD TYPE 10

UNIVERSITY CITY, MISSOURI  
PLAT BOOK 2, PAGE 80  
RECORD NUMBER 1



**PLANNING COMMISSION APPROVAL**  
The Planning Commission of the City of University City, Missouri, has reviewed and approved the Final Development Plan/Plat for the tract of land being part of lots 8, 9, 11 and part of lots 5, 12-14 of Rosedale Heights as recorded in Plat Book 2, Page 80, University City, St. Louis County, Missouri.

**CITY COMMISSION APPROVAL**  
The City Commission of the City of University City, Missouri, has reviewed and approved the Final Development Plan/Plat for the tract of land being part of lots 8, 9, 11 and part of lots 5, 12-14 of Rosedale Heights as recorded in Plat Book 2, Page 80, University City, St. Louis County, Missouri.

**PLANNING COMMISSION APPROVAL**  
The Planning Commission of the City of University City, Missouri, has reviewed and approved the Final Development Plan/Plat for the tract of land being part of lots 8, 9, 11 and part of lots 5, 12-14 of Rosedale Heights as recorded in Plat Book 2, Page 80, University City, St. Louis County, Missouri.

**CITY COMMISSION APPROVAL**  
The City Commission of the City of University City, Missouri, has reviewed and approved the Final Development Plan/Plat for the tract of land being part of lots 8, 9, 11 and part of lots 5, 12-14 of Rosedale Heights as recorded in Plat Book 2, Page 80, University City, St. Louis County, Missouri.

**LOCAL UNIVERSITY CITY**  
DELMAR STREET AND 11th AND AVENUE  
UNIVERSITY CITY, MO 63102



Exhibit A

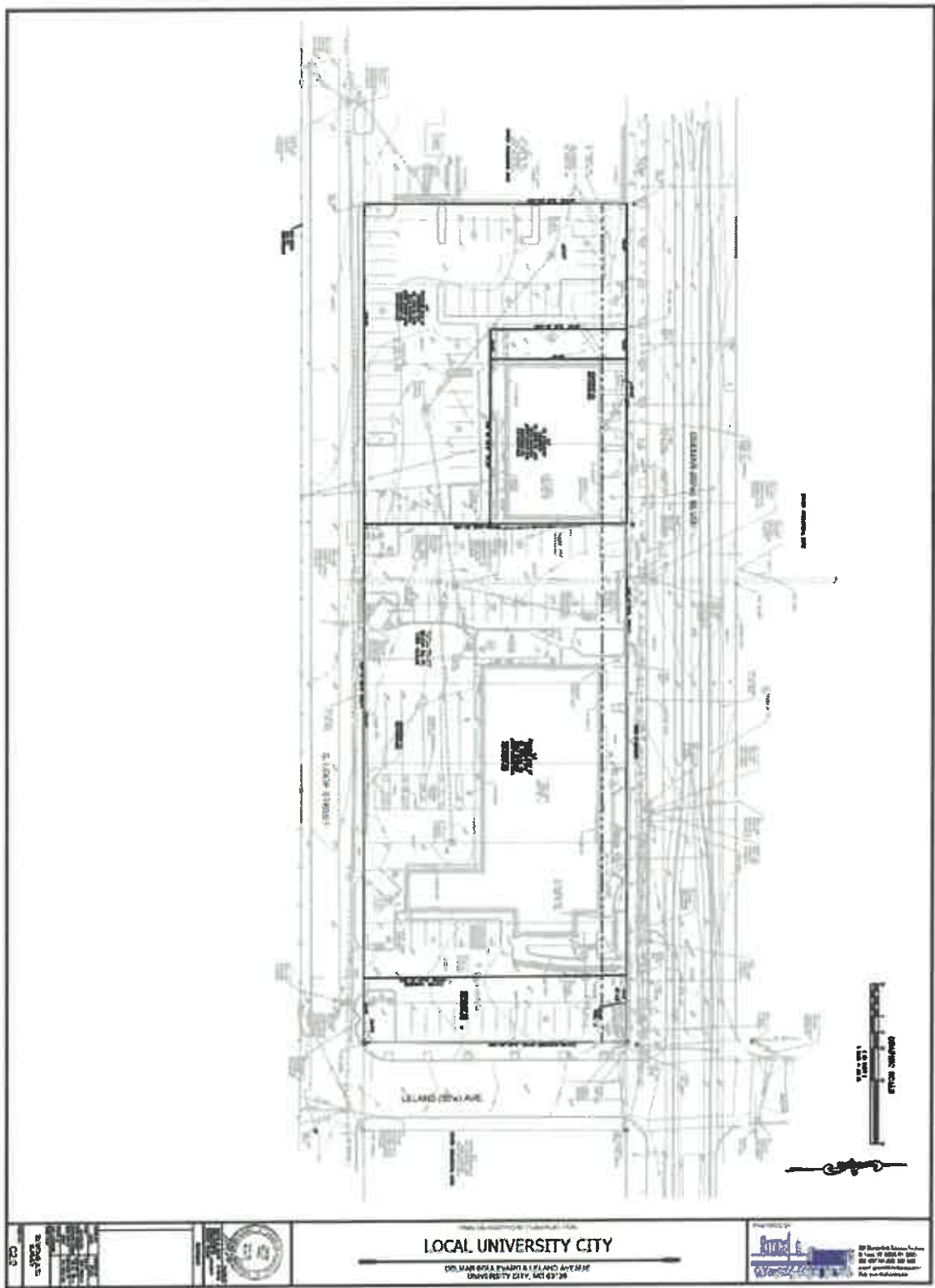


Exhibit A

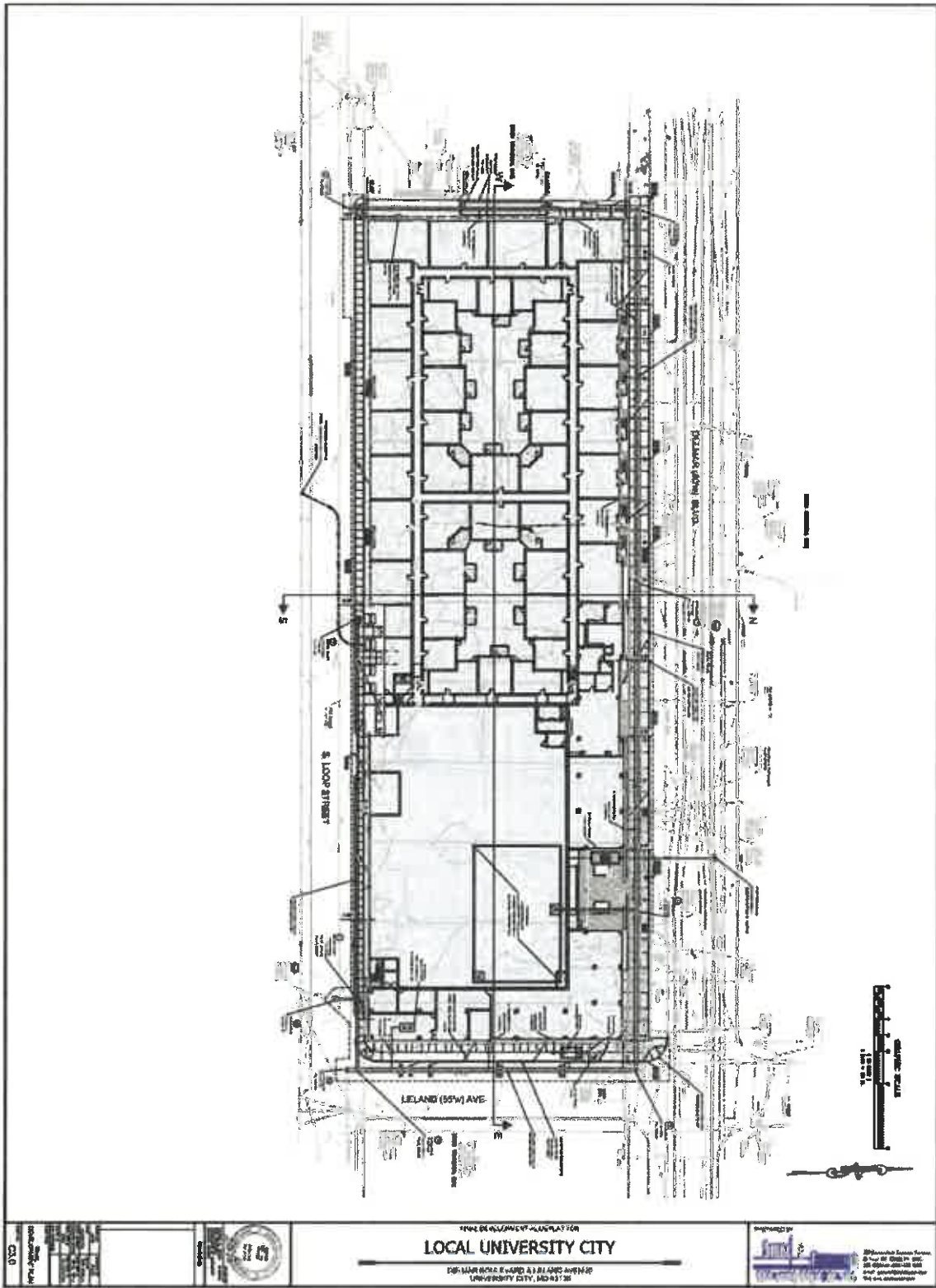
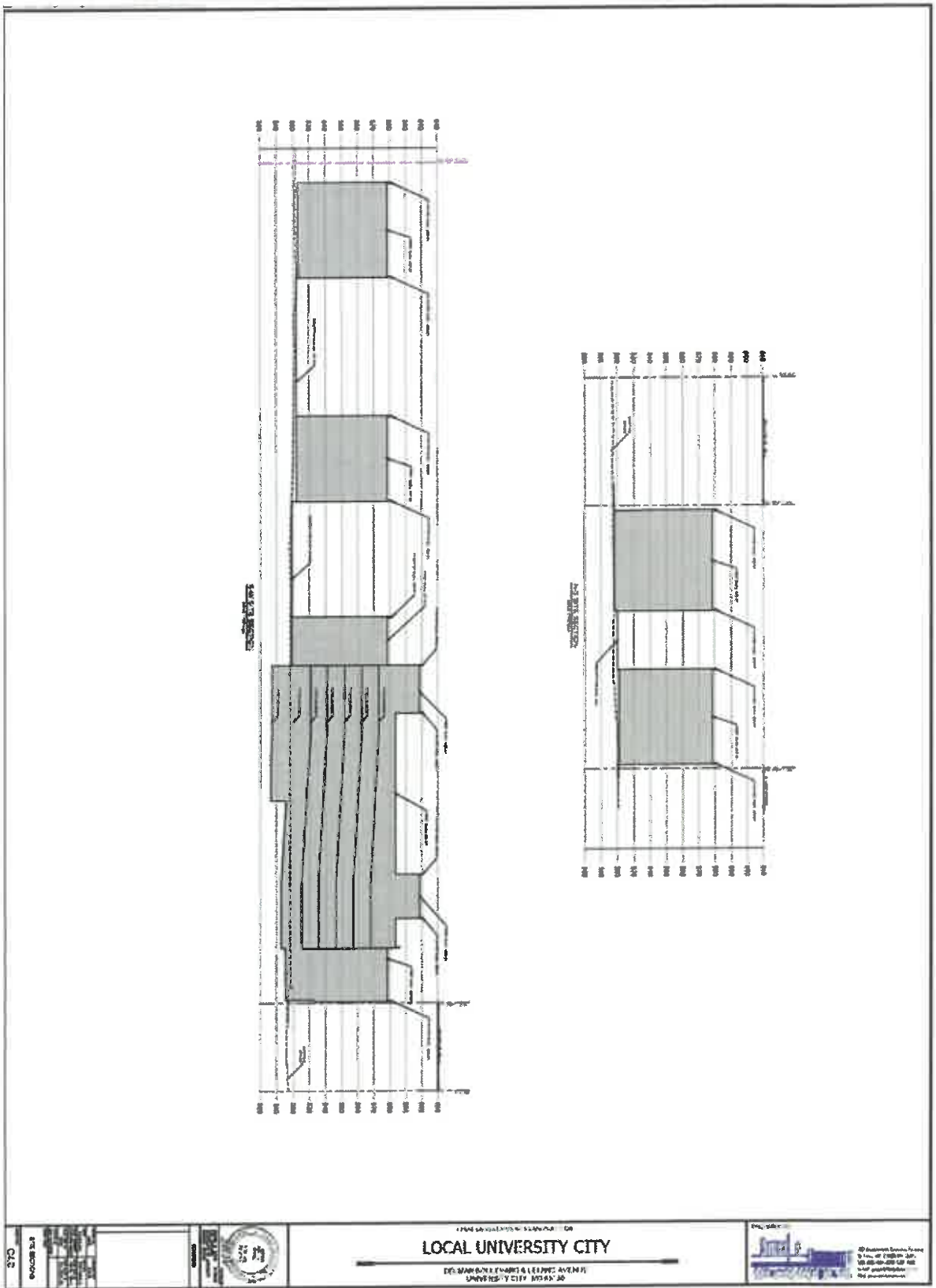


Exhibit A



370

ENCLOSURE

LOCAL UNIVERSITY CITY

DE MARSHALL STREET & LEWIS AVENUE  
UNIVERSITY CITY, MISSOURI

© 2013

© 2013

Exhibit A

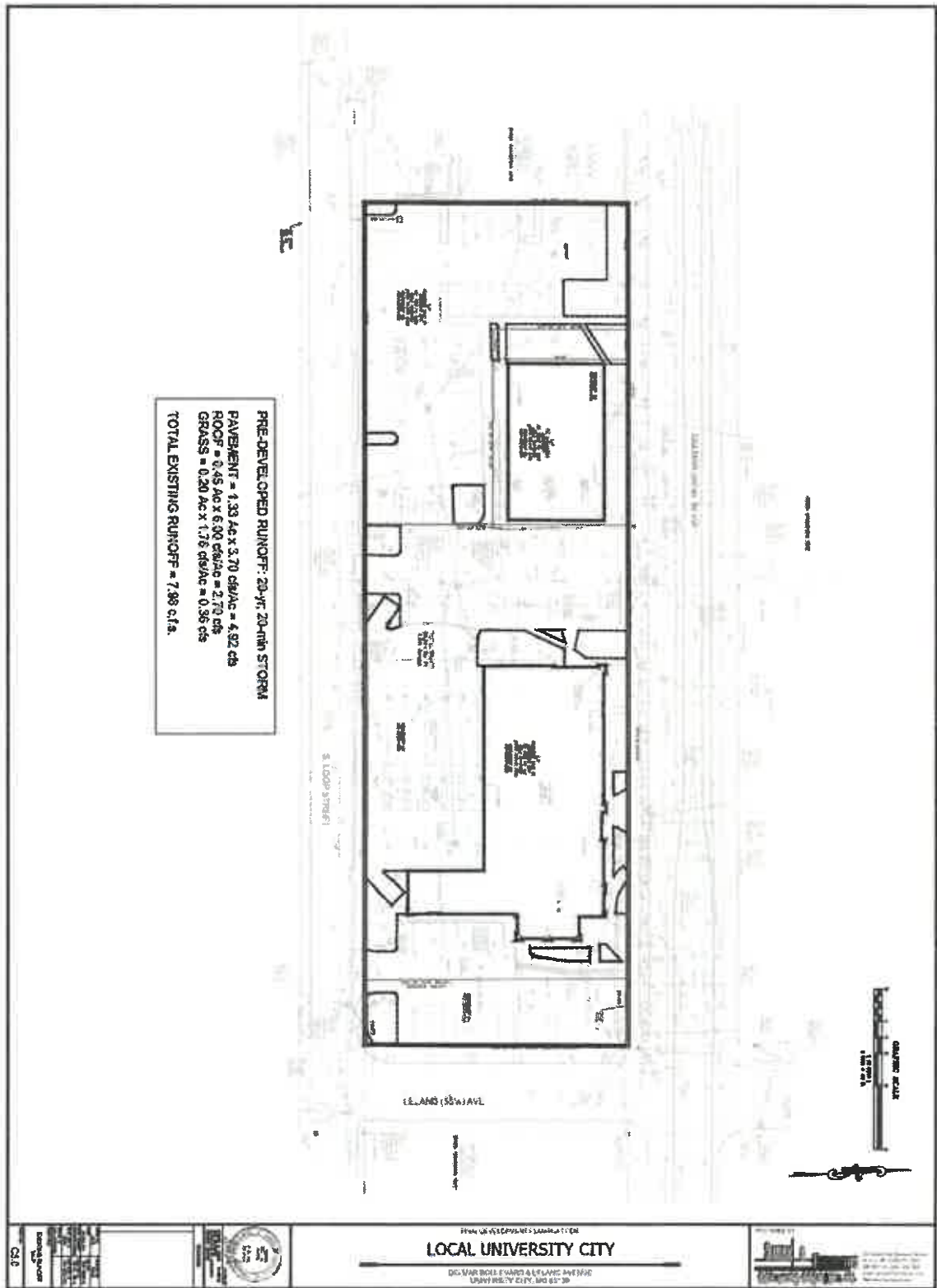
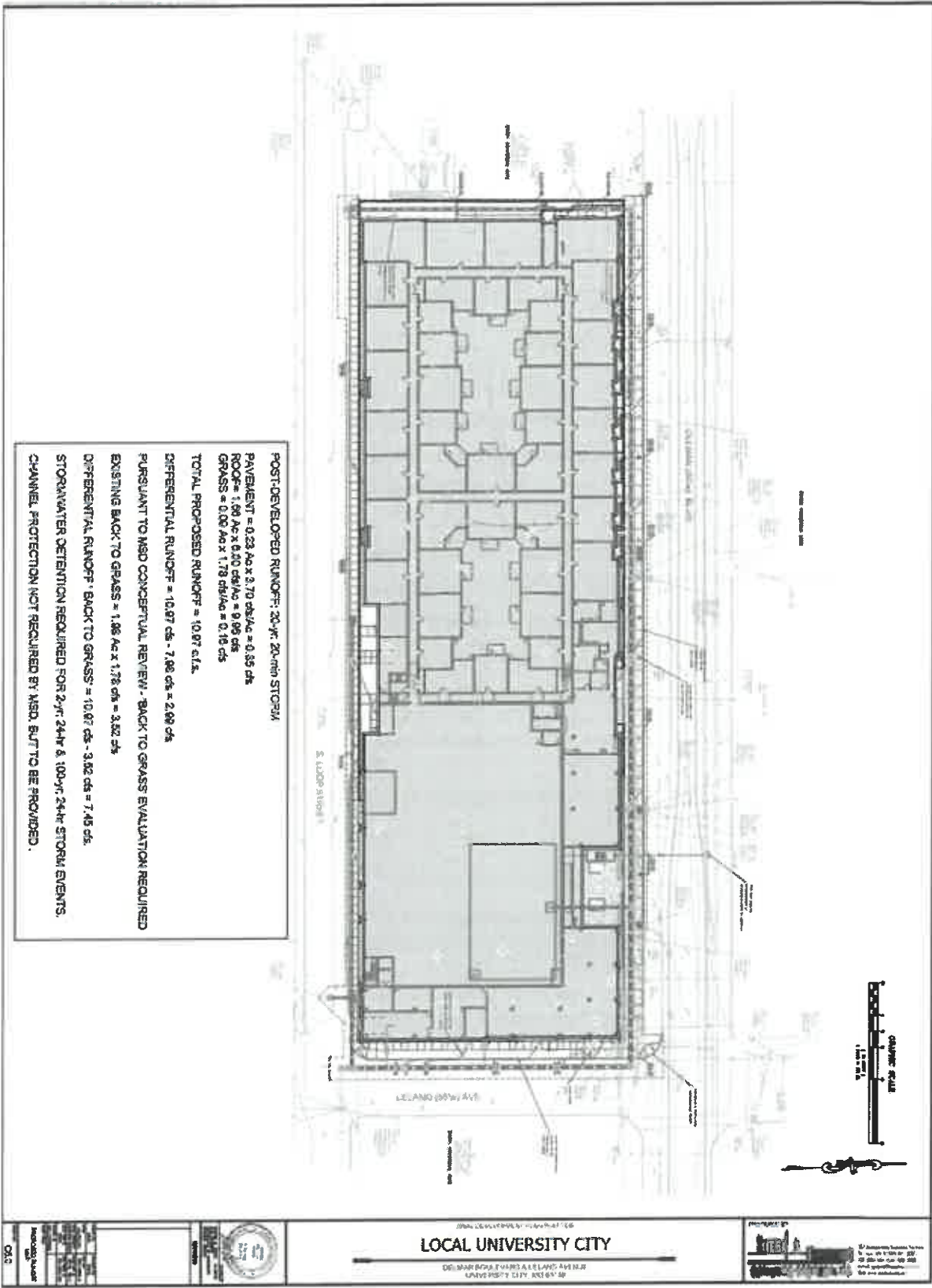


Exhibit A



LOCAL University City Zoning Amendment Narrative and Supplemental information

**Project Narrative / Proposed Construction:**

The proposed building is a 5-story multifamily mixed used building with +/- 255,000 GSF of residential with +/- 7,000 GSF of retail/restaurant use. There will be 259 residential units served by a parking garage. The site will provide 10 public and 65 residential secured bike racks following the minimum requirements of the zoning code. The site work will include new street curbs, sidewalks and access to the parking garage off of Loop Street for both retail and residential parking. Enhanced streetscape including trees and planting areas with street lighting along Delmar to be consistent with the Delmar Loop existing lighting design. The stormwater on this site will be held in an underground detention to reduce storm water run off per MSD recommendations.

**Site Coverage:**

The proposed site coverage is 82.5%, which requires 4 of the bonus criteria to be met. This site meets the following:

- o b. *Install storm drainage detention facilities underground;*
  - o *Storm water will be held in an underground storm detention.*
- o c. *Resolution or mitigation of existing off-site storm drainage problems (e.g., drainage channel erosion);*
  - o *The project will address off site storm by decreasing the surface runoff from the site.*
- o h. *Providing for screened loading and unloading areas;*
  - o *All loading areas will be within the building.*
- o l. *Providing for mixed-use developments that include community facilities that further the goals, objectives and policies of the Comprehensive Plan;*
  - o *Design of the current expansion/improvement of the sidewalk & bus stop area.*
- o k. *Any other performance criteria that further the goals, objectives and policies of the Comprehensive Plan and that, in the opinion of the Plan Commission and City Council, warrant the approval of development bonuses.*



- o *The project will enhance the neighborhood by providing a vibrant active street with retail and at grade walk out units, that foster mixed-use nodes of activity and a variety of housing types.*

### **Proposed Development Schedule**

Development Plan and Zoning change: October 2023-May 2024

Building Permit application: August 2024

Construction: September 2024-June 2026

Compliance With Approved Preliminary Development Plan. The Final Development Plan is in substantial compliance with the approved Preliminary Development Plan. The Final Development Plan does not result in any of the following:

1. A change in the use or character of the development;
  - a. No change in the use or the character.
2. An increase in the building or site coverage or increase in building height;
  - a. The building has decreased in height from the average grade plane previously it was 75'-85' to now 57' (building) - 80' (amenity on parking garage), exclusive of elevator overruns and parapets.
  - b. The site coverage has decreased from 86.6% to 82.5%
3. An increase in the intensity of use (e.g., number of dwelling units);
  - a. The number of dwelling units has decreased from 329 to 259 units
4. An increase in vehicular traffic generation or significant changes in traffic access and circulation;
  - a. The reduction in units results in a reduction in vehicular traffic generation. Traffic access remains along Loop South.
5. A reduction in approved open space or required buffer areas.
  - a. No change to the open space requirement. It has remained the same at 11%.

# LOCAL UNIVERSITY CITY

## FINAL DEVELOPMENT PLAN/PLAT

A TRACT OF LAND BEING PART OF LOTS 6-11 AND 15 AND PART OF LOTS 5, 12-14 OF ROSEDALE HEIGHTS AS RECORDED IN PLAT BOOK 2, PAGE 60 UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

**ABBREVIATIONS**

C1.0	TITLE SHEET
C2.0	EXISTING ALTA SURVEY
C3.0	FINAL DEVELOPMENT PLAN
C4.0	SITE SECTIONS
C5.0	EXISTING RUNOFF MAP
C6.0	PROPOSED RUNOFF MAP

**LEGEND**

◻	BOOK MARK	—	ONE-TWO' STREET CORNER
○	BOUNDARY	—	ONE-TWO' STREET
○	ADJACENT PROPERTY	—	THREE-TWO' STREET
○	SEWER	—	FOUR-TWO' STREET
○	WATER	—	FOUR-TWO' STREET
○	POLE	—	FOUR-TWO' STREET
○	UTILITY POLE	—	FOUR-TWO' STREET
○	UTILITY POLE	—	FOUR-TWO' STREET
○	UTILITY POLE	—	FOUR-TWO' STREET
○	UTILITY POLE	—	FOUR-TWO' STREET
○	UTILITY POLE	—	FOUR-TWO' STREET
○	UTILITY POLE	—	FOUR-TWO' STREET
○	UTILITY POLE	—	FOUR-TWO' STREET
○	UTILITY POLE	—	FOUR-TWO' STREET
○	UTILITY POLE	—	FOUR-TWO' STREET
○	UTILITY POLE	—	FOUR-TWO' STREET
○	UTILITY POLE	—	FOUR-TWO' STREET
○	UTILITY POLE	—	FOUR-TWO' STREET

### SHEET INDEX

- C1.0 TITLE SHEET
- C2.0 EXISTING ALTA SURVEY
- C3.0 FINAL DEVELOPMENT PLAN
- C4.0 SITE SECTIONS
- C5.0 EXISTING RUNOFF MAP
- C6.0 PROPOSED RUNOFF MAP

**TOTAL TRACT DESCRIPTION:**  
 A portion of the 12.61 acre tract of land located in University City, St. Louis County, Missouri. The site is bounded by University City to the north, ...  
 The site is bounded by University City to the north, ...  
 The site is bounded by University City to the north, ...

**PARKING REQUIREMENTS:**  
 RESTAURANT: 5,075 S.F. (1 SPACE PER 75 S.F.) = 68 REQUIRED  
 RETAIL: 3,214 S.F. (1 SPACE PER 200 S.F.) = 16 REQUIRED  
 RESIDENTIAL: 76,180 S.F. (1 SPACE PER 100 S.F.) = 762 REQUIRED  
 VISITOR: 1 SPACE PER 1,000 S.F. FOR THE FIRST 30 UNITS  
 AND 1 SPACE PER 20 UNITS THEREAFTER FOR = 17 REQUIRED  
 TOTAL PARKING SPACES REQUIRED = 867 SPACES  
 TOTAL PARKING SPACES PROVIDED = 867 SPACES

**GROSS FLOOR AREAS:**  
 RESTAURANT: 3,214 S.F.  
 RESIDENTIAL: 20,034 S.F.  
 GARAGE: 19,800 S.F.  
 TOTAL G.F.A.: 43,048 S.F. (INCLUDING GARAGE) = 43,048 S.F.  
 F.A.R. = (43,048 / 1,180 ACRES) = 36.48

### LOCATION MAP

- SITE INFORMATION**
- OWNER UNDER CONTRACT: SUBSTANT ACQUISITIONS, LLC
  - SITE ADDRESS: 1,98 Acres ±, 6430, 6440, 6450 and 6454 Delmar Blvd.
  - LOT CODE: 03130
  - LEGAL DESCRIPTION: 1.98 ACRES, 1941/2466, 18/020923, 18/021166.
  - FIRE DISTRICT: University City
  - SCHOOL DISTRICT: University City
  - SEWER DISTRICT: Metropolitan St. Louis Sewer District
  - ELECTRIC SERVICE: Missouri-American Water Company
  - GAS SERVICE: American UE
  - PHONE SERVICE: A1&1
  - EXISTING ZONING: C9
  - PROPOSED ZONING: PD



### FLOOD MAP INFORMATION:

SUBJECT PROPERTY LINES WITHIN FLOOD ZONE X (AREAS OF MINIMAL FLOOD HAZARD) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP NUMBER 22060C0017E.

EXISTING SITE REQUIREMENTS	EXISTING SITE REQUIREMENTS	ADDITIONAL INFORMATION
WETLANDS	NO	NOT EXTENDED ON SITE
FLOODPLAIN	NO	NOT EXTENDED ON SITE
HAZARD	NO	NOT EXTENDED ON SITE
OTHER	NO	NOT EXTENDED ON SITE

**ST. LOUIS COUNTY BENCHMARK**  
 The benchmark is located at the intersection of University City and Delmar Blvd. The benchmark is a metal pipe with a brass cap and a brass ring. The benchmark is located at the corner of the lot. The benchmark is located at the corner of the lot. The benchmark is located at the corner of the lot.

**CONTRACTOR NOTE:**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES AND OTHER FEATURES SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF UNIVERSITY CITY AND THE MISSOURI DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF UNIVERSITY CITY AND THE MISSOURI DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF UNIVERSITY CITY AND THE MISSOURI DEPARTMENT OF TRANSPORTATION.

**ALUMINUM CERTIFICATION**  
 I, the undersigned, being duly sworn, do hereby certify that the foregoing information is true and correct to the best of my knowledge and belief. I am duly qualified to certify the accuracy of the information herein. My commission expires on the 31st day of December, 2024. My office is located at 1000 South 12th Street, St. Louis, Missouri 63104.



PREPARED FOR:  
 SUBSTANT ACQUISITIONS, LLC  
 3901 LOCUST STREET  
 ST. LOUIS, MO 63112  
 C/O IRVIN BURD

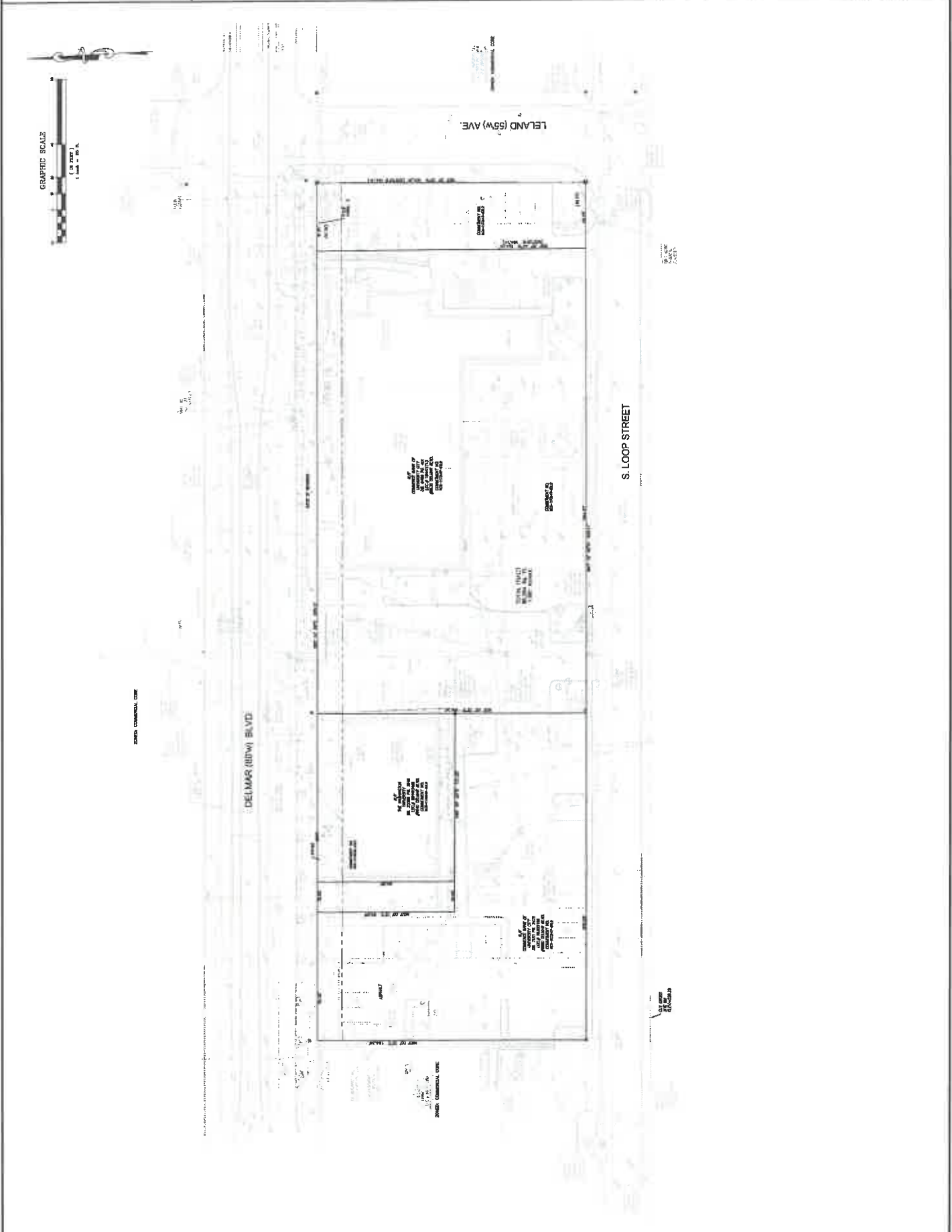
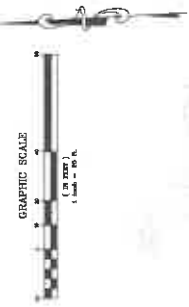
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DATE OF ESTIMATE	11/15/14
ESTIMATOR	STEVE
DATE OF SURVEY	11/15/14
SURVEYOR	STEVE

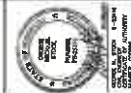


# LOCAL UNIVERSITY CITY

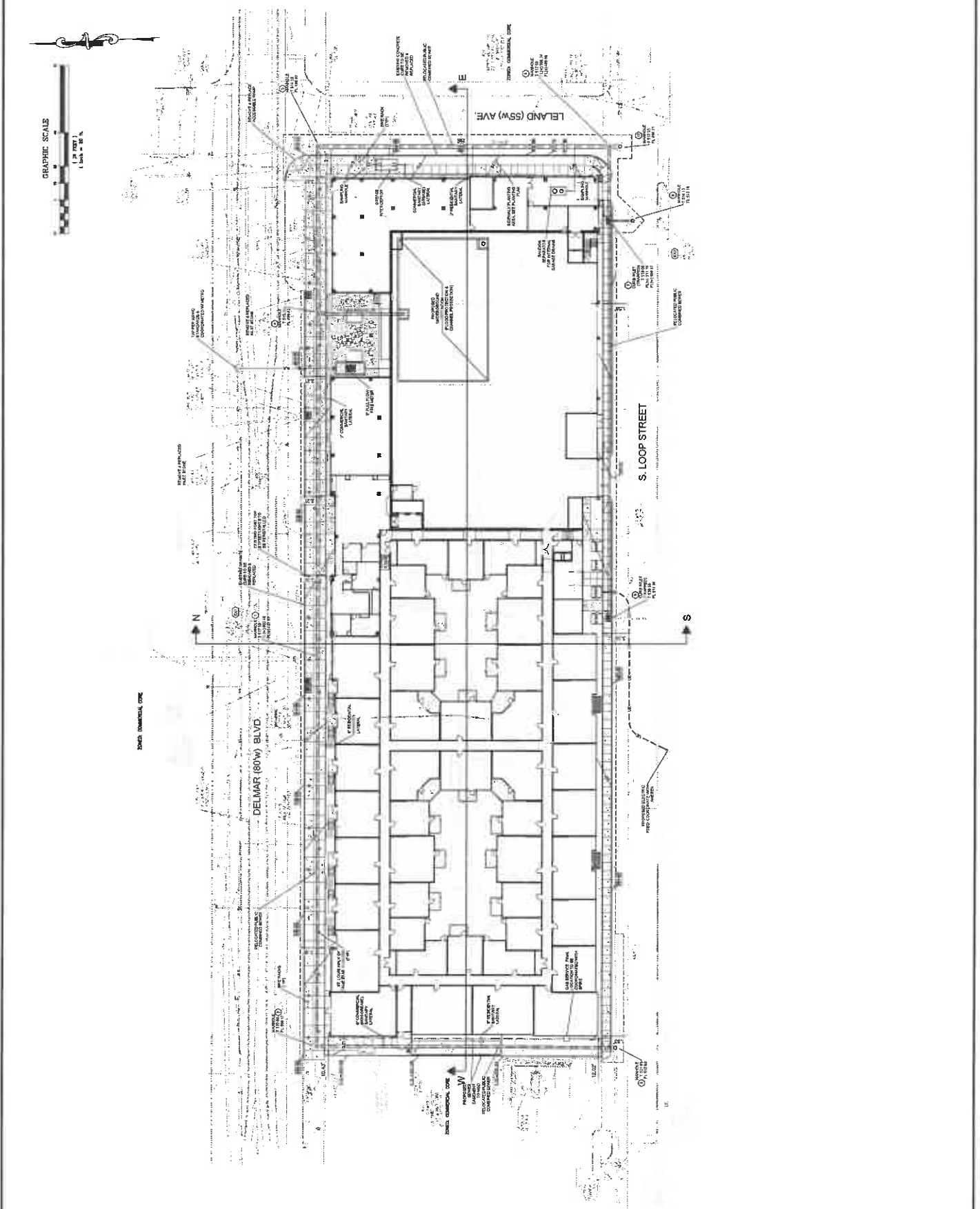
FINAL DEVELOPMENT PLAN FOR  
 DELMAR BOULEVARD & LELAND AVENUE  
 UNIVERSITY CITY, MO 63130

PREPARED BY:  
**STOCK & ASSOCIATES**  
 Consulting Engineers, Inc.  
 257 Chatterbox Hill, Madison, Missouri 64080  
 816.352.0000  
 www.stockand.com





REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT
2	ISSUED FOR PERMIT
3	ISSUED FOR PERMIT
4	ISSUED FOR PERMIT
5	ISSUED FOR PERMIT
6	ISSUED FOR PERMIT
7	ISSUED FOR PERMIT
8	ISSUED FOR PERMIT
9	ISSUED FOR PERMIT
10	ISSUED FOR PERMIT



GRAPHIC SCALE  
 1" = 30'

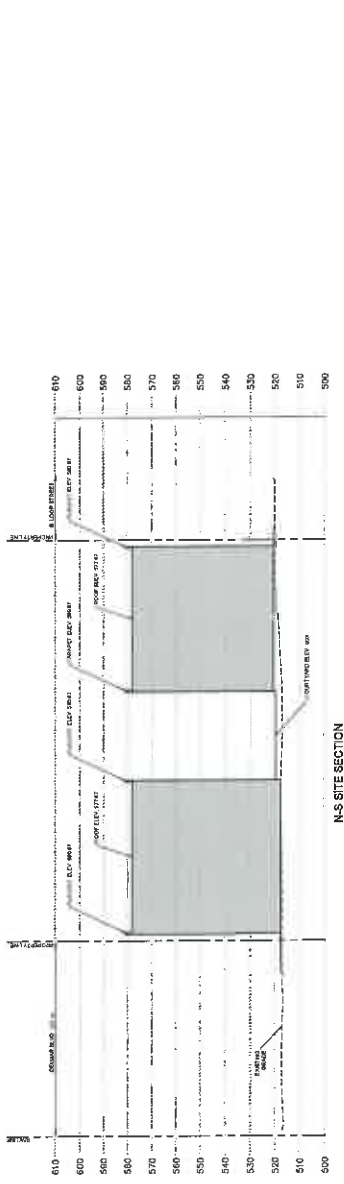
N

S

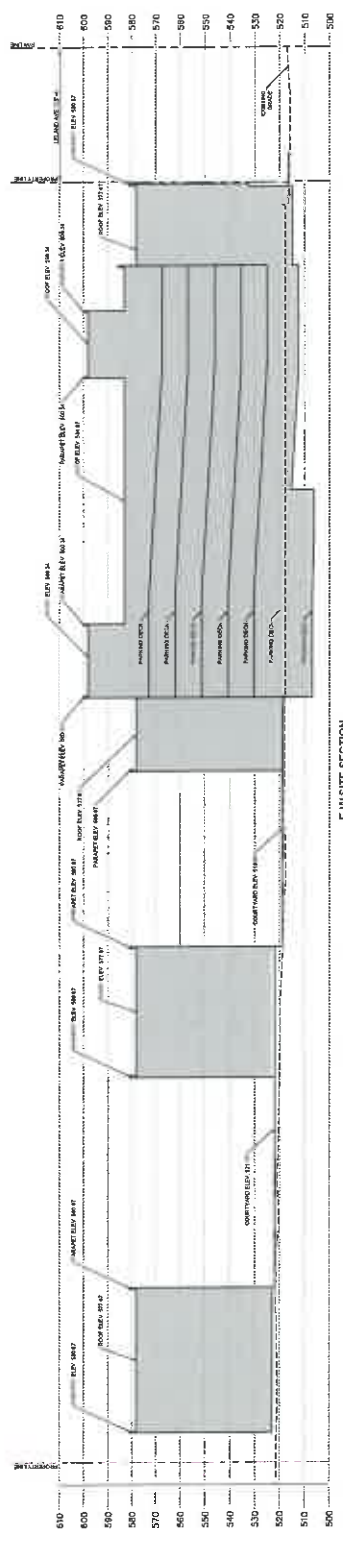
DELMAR (80W) BLVD

LELAND (SSW) AVE

S. LOOP STREET



**N-S SITE SECTION**  
 ELEVATION



**E-W SITE SECTION**  
 ELEVATION

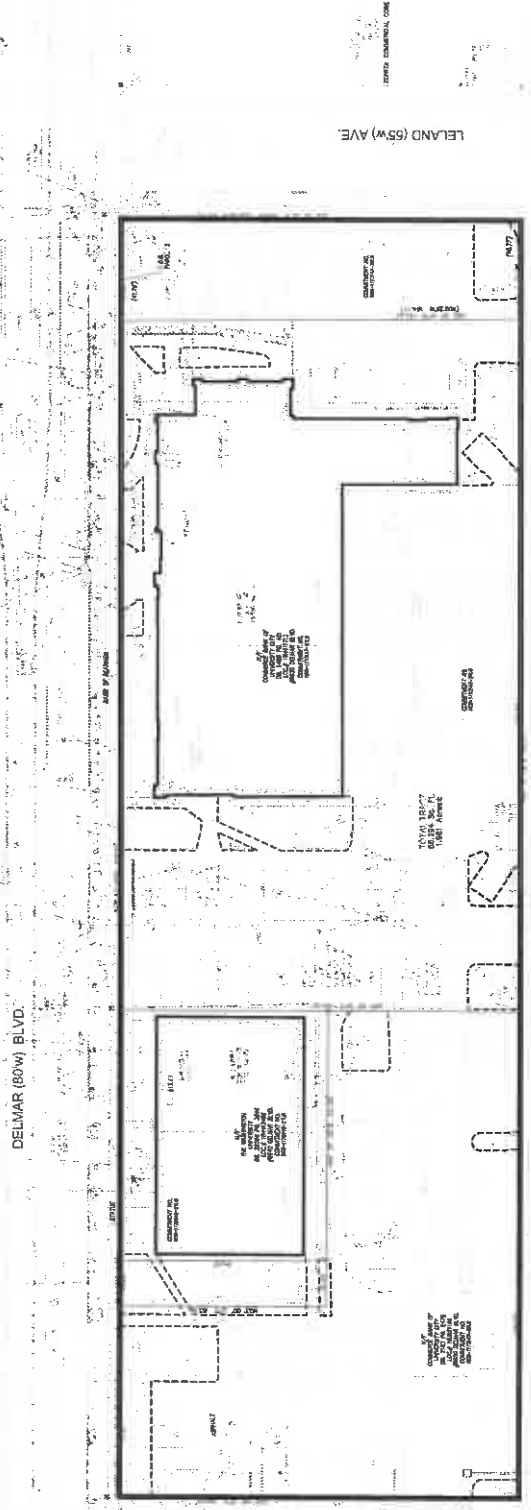
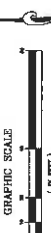
# LOCAL UNIVERSITY CITY

FINAL DEVELOPMENT PLAN/PLAT FOR:  
 DELMAR BOULEVARD & LELAND AVENUE  
 UNIVERSITY CITY, MO 63130



PROJECT NO.	CS-0
DATE	11/20/2019
PROJECT NAME	DELMAR BOULEVARD & LELAND AVENUE
PROJECT LOCATION	UNIVERSITY CITY, MO
PROJECT TYPE	COMMERCIAL/RESIDENTIAL
PROJECT DESCRIPTION	REDEVELOPMENT OF 1.33 ACRES
PROJECT STATUS	PENDING
PROJECT OWNER	UNIVERSITY CITY
PROJECT ADDRESS	DELMAR BOULEVARD & LELAND AVENUE
PROJECT CITY	UNIVERSITY CITY, MO
PROJECT COUNTY	ST. LOUIS COUNTY, MO
PROJECT STATE	MISSOURI
PROJECT ZIP	63130
PROJECT PHONE	
PROJECT FAX	
PROJECT EMAIL	
PROJECT WEBSITE	
PROJECT CONTACT	
PROJECT NOTES	

PREPARED BY:  
**Streck & Associates**  
 Consulting Engineers, Inc.  
 207 Chestfield Avenue, Parkway  
 St. Louis, MO 63114  
 Phone: (314) 436-5200  
 Fax: (314) 436-5201  
 Web: www.streck.com

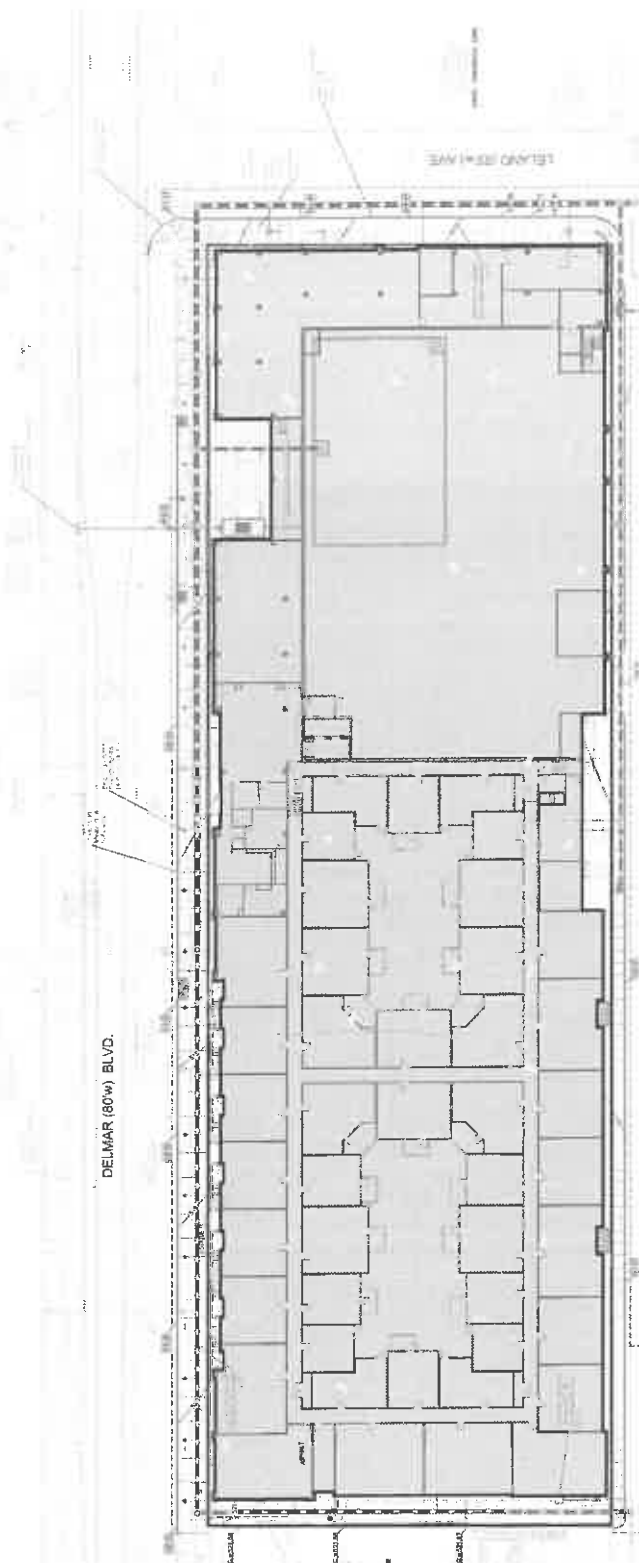
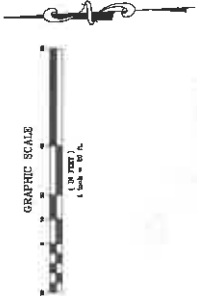


**PRE-DEVELOPED RUNOFF: 20-yr, 20-min STORM**  
 PAVEMENT = 1.33 Ac x 3.70 cfs/Ac = 4.92 cfs  
 ROOF = 0.45 Ac x 6.00 cfs/Ac = 2.70 cfs  
 GRASS = 0.20 Ac x 1.78 cfs/Ac = 0.36 cfs  
**TOTAL EXISTING RUNOFF = 7.98 c.f.s.**

S. LOOP STREET

3600. COMMERCIAL CODE

3600. COMMERCIAL CODE



S. LOOP STREET

DELMAR (80%) BLVD.

3000 CONCEPTUAL CURVE

**POST-DEVELOPED RUNOFF: 20-yr, 20-min STORM**  
PAVEMENT = 0.23 Ac x 3.70 cfs/Ac = 0.85 cfs  
ROOF = 1.66 Ac x 6.00 cfs/Ac = 9.96 cfs  
GRASS = 0.09 Ac x 1.78 cfs/Ac = 0.16 cfs  
TOTAL PROPOSED RUNOFF = 10.97 c.f.s.  
DIFFERENTIAL RUNOFF = 10.97 cfs - 7.98 cfs = 2.99 cfs  
PURSUANT TO MSD CONCEPTUAL REVIEW - 'BACK TO GRASS' EVALUATION REQUIRED  
EXISTING BACK TO GRASS = 1.98 Ac x 1.78 cfs = 3.52 cfs  
DIFFERENTIAL RUNOFF 'BACK TO GRASS' = 10.97 cfs - 3.52 cfs = 7.45 cfs.  
STORMWATER DETENTION REQUIRED FOR 2-yr, 24-hr & 100-yr, 24-hr STORM EVENTS.  
CHANNEL PROTECTION NOT REQUIRED BY MSD, BUT TO BE PROVIDED.

# LOCAL UNIVERSITY CITY

DELMAR BOULEVARD & LELAND AVE  
UNIVERSITY CITY, MO 63130



500 Washington Ave, Suite 1080  
Minneapolis, MN 55415  
Tel: 612-335-5500  
www.esgdesign.com



NOT FOR CONSTRUCTION

FINAL DEVELOPMENT  
PLAN 04/03/2024

ORIGINAL ISSUE:  
REVISIONS:  
NO. DESCRIPTION DATE

238514  
PROJECT NUMBER  
ESG  
DRAWN BY  
CITY PLAN

LOCAL UNIVERSITY CITY

TITLE SHEET  
EP1.0

### PROJECT LOCATION



### PROJECT TEAM

**OWNER/DEVELOPER:**  
Submitt Development  
5000  
St. Louis, MO 63103  
Ph: 314-721-5539

**ARCHITECT:**  
ESG Architecture & Design  
500 Washington Ave. South, Suite 1080  
Minneapolis, MN 55415  
Ph: 612-335-5500

**CIVIL ENGINEER:**  
Stark & Associates  
257 Oberlin Road  
St. Louis, MO 63105  
Ph: 616-430-8100

**LANDSCAPE ARCHITECT:**  
AEC Design Group  
10000  
Danvers, MA 01923  
Ph: 770-380-0814

### PROJECT AREA & UNIT MIX

LOCAL UNIVERSITY CITY PROJECT UTILITIES

Utility	Depth	Material	Quantity	Notes
1. Sewer (4" x 4')	4"	4"	100	
2. Storm (18" x 18")	18"	18"	100	
3. Gas (8" x 8")	8"	8"	100	
4. Water (8" x 8")	8"	8"	100	
5. Electric (4" x 4")	4"	4"	100	
6. Fiber Optic (4" x 4")	4"	4"	100	

Unit Mix

Unit Type	Count	Area (sq ft)	Volume (cu ft)
1. Single-Family Detached	10	1,200	10,000
2. Single-Family Attached	20	1,000	8,000
3. Multi-Family (2-4 Units)	5	2,000	15,000
4. Multi-Family (5-10 Units)	3	3,000	20,000
5. Multi-Family (11-20 Units)	2	4,000	25,000
6. Multi-Family (21-50 Units)	1	5,000	30,000

### DRAWING INDEX

DRAWING NUMBER	DRAWING NAME	DATE
01	TITLE SHEET	04/03/2024
02	GENERAL NOTES	04/03/2024
03	FOUNDATION	04/03/2024
04	STRUCTURAL	04/03/2024
05	MECHANICAL	04/03/2024
06	ELECTRICAL	04/03/2024
07	PLUMBING	04/03/2024
08	LANDSCAPE	04/03/2024

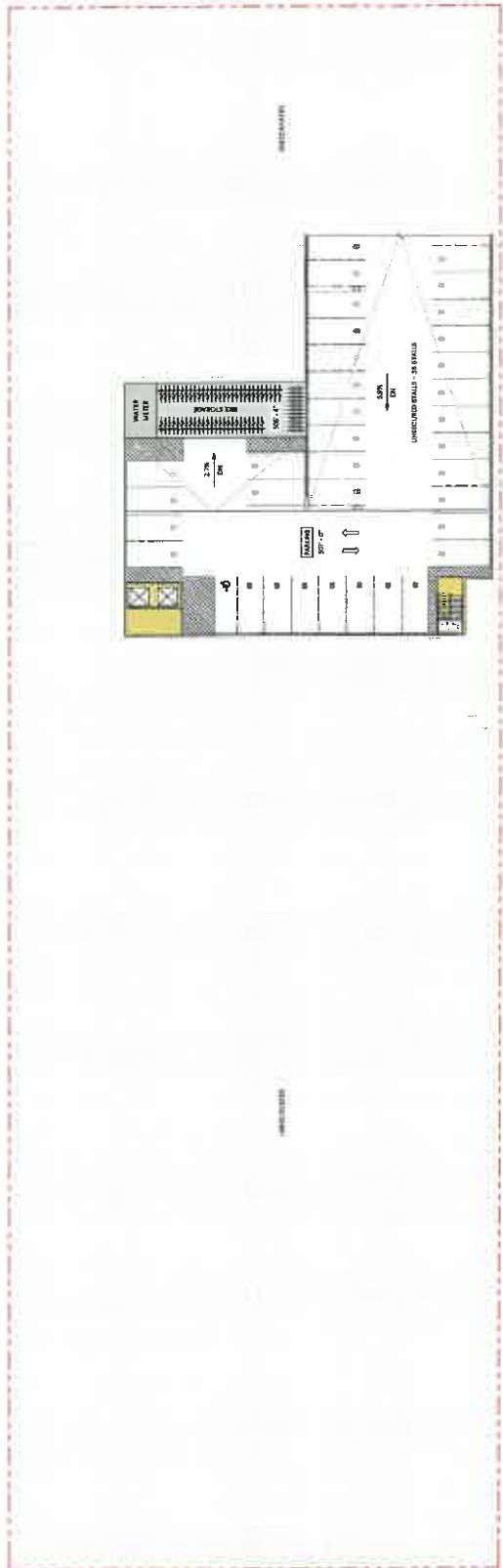


**NOT FOR CONSTRUCTION**



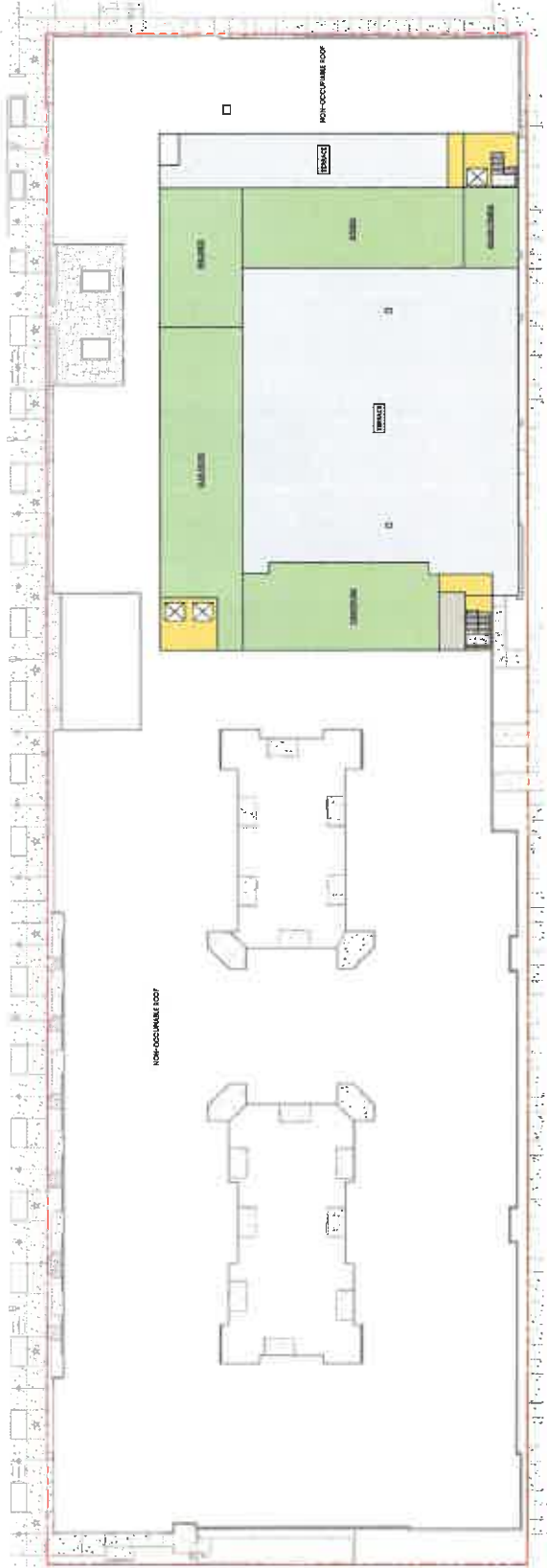
2 Level 1 Plan  
02/11/2024

FINAL DEVELOPMENT PLAN 04/03/2024		ORIGINAL ISSUE: 01/11/2024	223514 PROJECT NUMBER
		REVISIONS: No. Description Date	ESG DRAWN BY: CHKD BY: MFL PLAN
		LOCAL UNIVERSITY CITY FLOOR PLANS <b>EP2.1</b>	

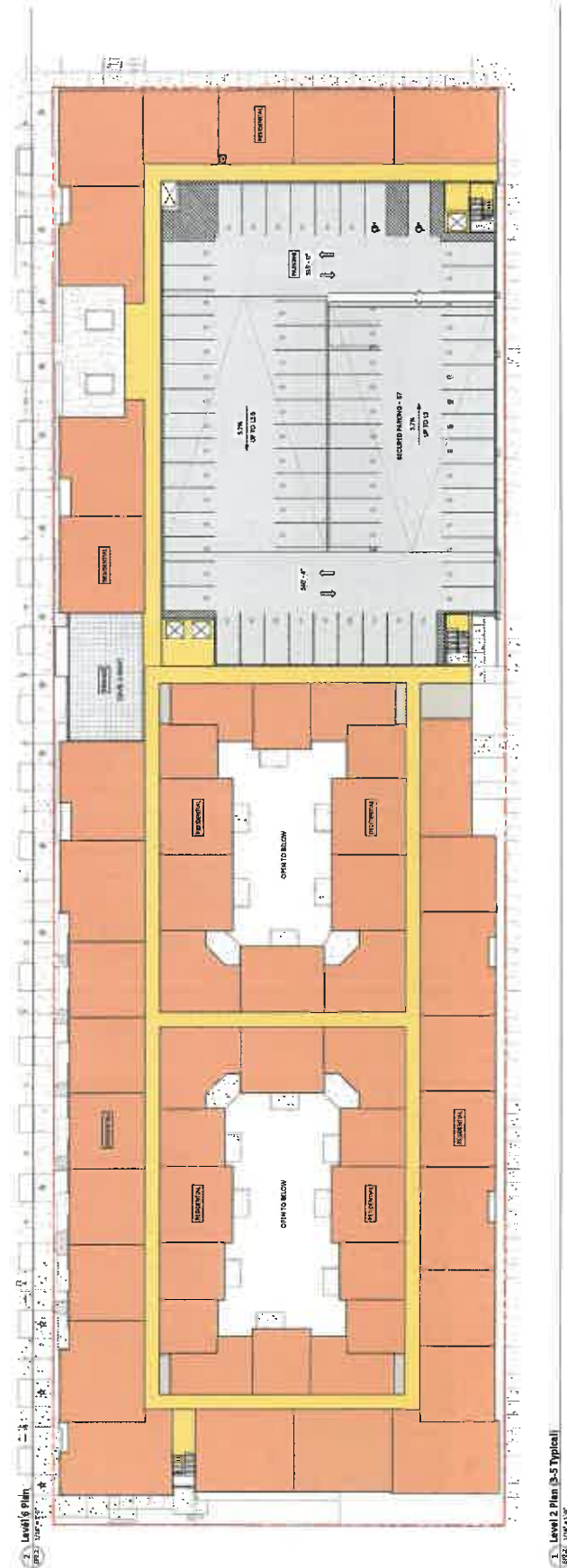


Level 01 Plan  
02/11/2024

NOT FOR CONSTRUCTION



<p><b>FINAL DEVELOPMENT PLAN 04/03/2024</b></p> <p>ORIGINAL ISSUE: ANDRINA</p> <p>REVISIONS: NO. DESCRIPTION DATE</p> <p>233514 PROJECT NUMBER</p> <p>ESG DESIGNED BY</p> <p>ESG CHECKED BY</p> <p>BY PLAN</p>	<p>LOCAL UNIVERSITY CITY</p> <p>FLOOR PLANS</p> <p><b>EP2.2</b></p>
--	---



1. Level 2 Plan (S-5 Typical)  
DATE: 04/03/24

NOT FOR  
CONSTRUCTION

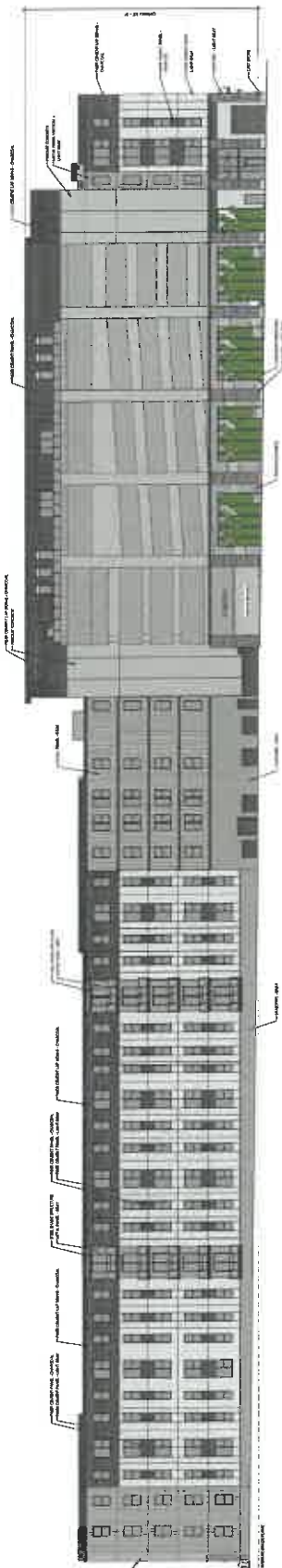
FINAL  
DEVELOPMENT  
PLAN 04/03/2024

ORIGINAL ISSUE:  
REVISIONS:  
NO. DESCRIPTION DATE

2428514  
PROJECT NUMBER  
ESG  
DRAWN BY: CECILIA  
CHECKED BY: JRM

LOCAL UNIVERSITY CITY

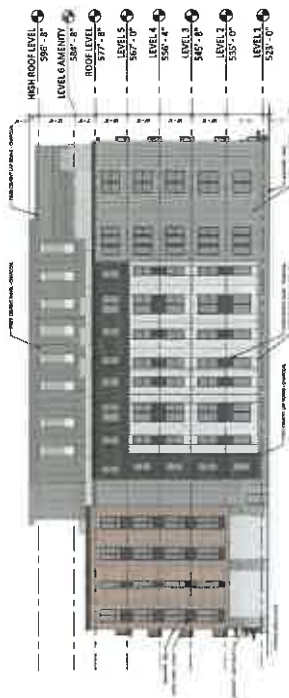
ELEVATIONS  
**EP3.1**



4. S ELEVATION  
1/8" = 1'-0"



3. N ELEVATION  
1/8" = 1'-0"



2. W ELEVATION  
1/8" = 1'-0"



1. E ELEVATION  
1/8" = 1'-0"

HIGH ROOF LEVEL	598'-3"
LEVEL GANTRY	584'-8"
ROOF LEVEL	577'-8"
LEVEL 5	567'-0"
LEVEL 4	558'-4"
LEVEL 3	546'-8"
LEVEL 2	535'-0"
LEVEL 1	523'-0"

NOT FOR  
CONSTRUCTION



MAIN LOCAL LOBBY ENTRY ON DELMAR BLVD



RESTAURANT PATIO ON DELMAR BLVD



LELAND AVE & S LOOP ST



DELMAR BLVD & LELAND AVE

FINAL DEVELOPMENT PLAN 04/03/2024		DATE
ORIGINAL ISSUE: 04/03/2024	REVISIONS: No. Description	DATE
232614 PROJECT NUMBER	ESG DRAWN BY	DATE
ESG CHECKED BY	BY PLAN	
LOCAL UNIVERSITY CITY		RENDERINGS
		<b>EP4:1</b>

NOT FOR  
CONSTRUCTION

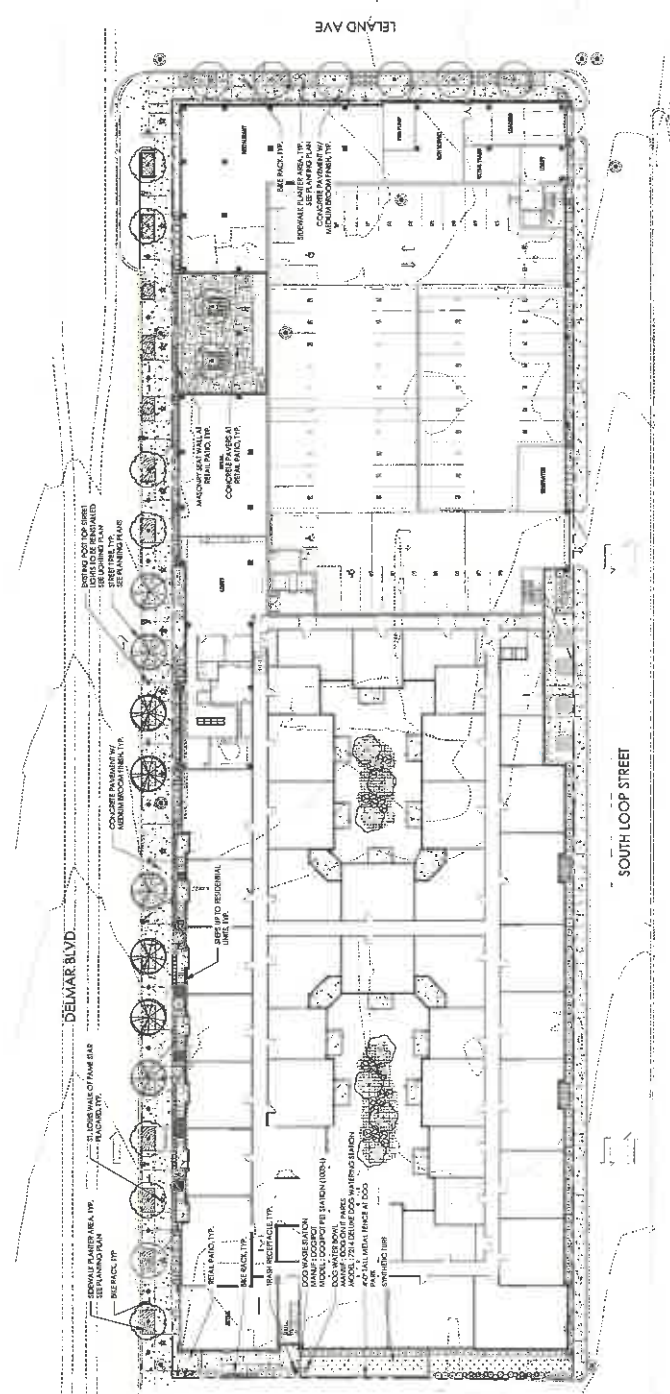
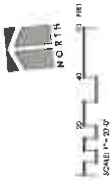


WEST RETAIL ELEVATION ON DELMAR BLVD



WALK-UP UNITS ON DELMAR BLVD

FINAL DEVELOPMENT PLAN 04/03/2024	ORIGINAL ISSUE NUMBER	DATE
REVISIONS: No. Description	22351A R2024.04.03	ESG UNIVERSITY CITY BY PLAN
LOCAL UNIVERSITY CITY RENDERINGS <b>EP4.2</b>		



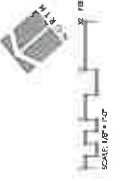


A/C DESIGN GROUP  
1000 UNIVERSITY CITY BLVD  
UNIVERSITY CITY, NC 27705  
(919) 776-3325, 9812

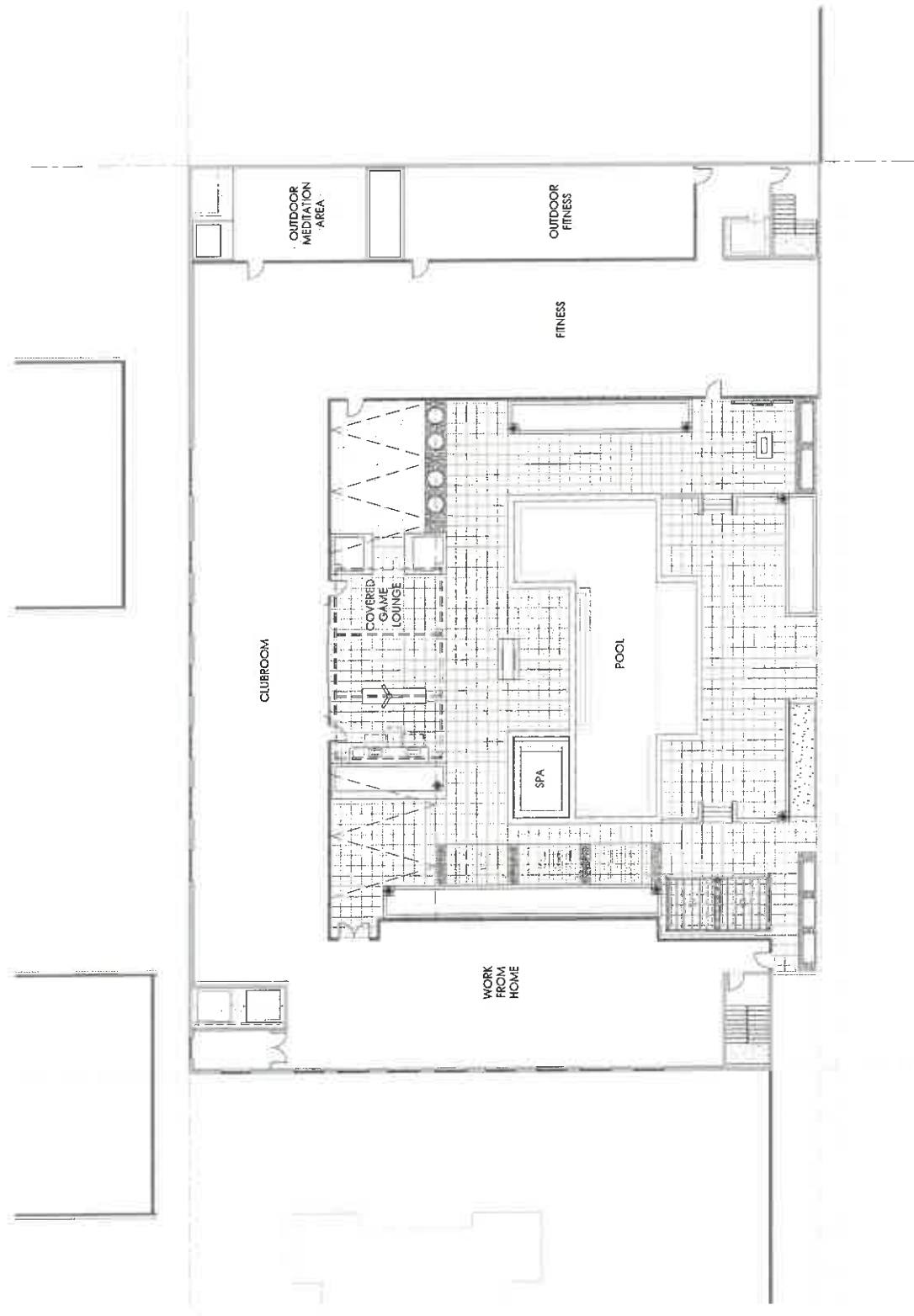


DEVELOPMENT  
PLAN  
04/03/24

ORIGINAL ISSUE: 04/03/24	DATE
REVISIONS:	DATE
No. Description	
238514 PROJECT NUMBER	
A/C DESIGNER	
A/C CHECKER	
EXT/MAN	

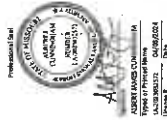


LOCAL UNIVERSITY CITY  
HARDSCAPE PLAN  
POOL COURTYARD  
**L111**



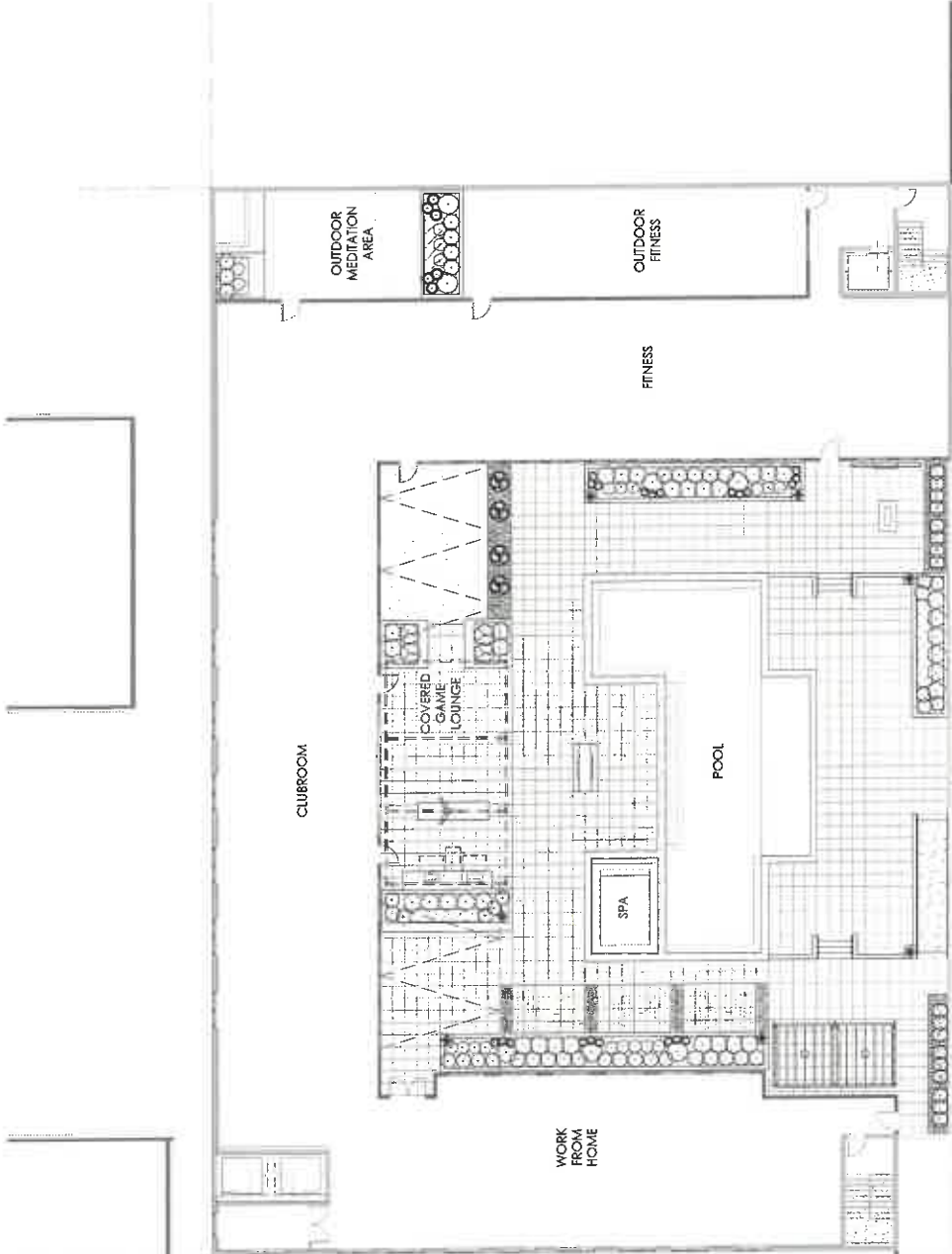






**PLANT KEY**

	Asiatic Garden Spruce
	Small Japanese Barberry
	Japanese Dogwood
	Japanese Spindle Tree
	Japanese Tree Lilac
	Japanese Weigela
	Japanese Magnolia
	Japanese Camellia
	Japanese Quince
	Japanese Red Spindle Tree
	Japanese Flowering Quince
	Japanese Spindle Tree
	Japanese Tree Lilac
	Japanese Weigela
	Japanese Magnolia
	Japanese Camellia
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	Japanese Spindle Tree
	Japanese Tree Lilac
	Japanese Weigela
	Japanese Magnolia
	Japanese Camellia
	Japanese Quince
	Japanese Red Spindle Tree
	Japanese Flowering Quince
	Japanese Spindle Tree



**PLANT SCHEDULE - AMENITY LEVEL**

NO.	SYMBOL	PLANT SPECIES	QTY	NOTE
1		Asiatic Garden Spruce	6	
2		Small Japanese Barberry	6	
3		Japanese Dogwood	6	
4		Japanese Spindle Tree	6	
5		Japanese Tree Lilac	6	
6		Japanese Weigela	6	
7		Japanese Magnolia	6	
8		Japanese Camellia	6	
9		Japanese Quince	6	
10		Japanese Red Spindle Tree	6	
11		Japanese Flowering Quince	6	
12		Japanese Spindle Tree	6	
13		Japanese Tree Lilac	6	
14		Japanese Weigela	6	
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27		Japanese Flowering Quince	6	
28		Japanese Spindle Tree	6	
29		Japanese Tree Lilac	6	
30		Japanese Weigela	6	
31		Japanese Magnolia	6	
32		Japanese Camellia	6	
33		Japanese Quince	6	
34		Japanese Red Spindle Tree	6	
35		Japanese Flowering Quince	6	
36		Japanese Spindle Tree	6	
37		Japanese Tree Lilac	6	
38		Japanese Weigela	6	
39		Japanese Magnolia	6	
40		Japanese Camellia	6	
41		Japanese Quince	6	
42		Japanese Red Spindle Tree	6	
43		Japanese Flowering Quince	6	
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49		Japanese Quince	6	
50		Japanese Red Spindle Tree	6	
51		Japanese Flowering Quince	6	
52		Japanese Spindle Tree	6	
53		Japanese Tree Lilac	6	
54		Japanese Weigela	6	
55		Japanese Magnolia	6	
56		Japanese Camellia	6	
57		Japanese Quince	6	
58		Japanese Red Spindle Tree	6	
59		Japanese Flowering Quince	6	
60		Japanese Spindle Tree	6	

**IRIGATION NOTE**

MAIN PIPE OF ALL NEW IRRIGATION SYSTEMS TO BE INSTALLED WITH 1/2" POLYETHYLENE GLASS REINFORCED NYLON (PERMANENT) TRICKLE EMITTERS. ALL TRICKLE EMITTERS TO BE INSTALLED WITH 1/2" POLYETHYLENE GLASS REINFORCED NYLON (PERMANENT) TRICKLE EMITTERS. ALL TRICKLE EMITTERS TO BE INSTALLED WITH 1/2" POLYETHYLENE GLASS REINFORCED NYLON (PERMANENT) TRICKLE EMITTERS.

**PLANTING NOTES**

1. ALL PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE SUPPLEMENTAL SPECIFICATIONS TO THE 2019 CONSTRUCTION DIVISION 5 PART 5.100.
2. PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE SUPPLEMENTAL SPECIFICATIONS TO THE 2019 CONSTRUCTION DIVISION 5 PART 5.100.
3. PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE SUPPLEMENTAL SPECIFICATIONS TO THE 2019 CONSTRUCTION DIVISION 5 PART 5.100.
4. PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE SUPPLEMENTAL SPECIFICATIONS TO THE 2019 CONSTRUCTION DIVISION 5 PART 5.100.
5. PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE SUPPLEMENTAL SPECIFICATIONS TO THE 2019 CONSTRUCTION DIVISION 5 PART 5.100.
6. PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE SUPPLEMENTAL SPECIFICATIONS TO THE 2019 CONSTRUCTION DIVISION 5 PART 5.100.
7. PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE SUPPLEMENTAL SPECIFICATIONS TO THE 2019 CONSTRUCTION DIVISION 5 PART 5.100.
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10. PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE SUPPLEMENTAL SPECIFICATIONS TO THE 2019 CONSTRUCTION DIVISION 5 PART 5.100.
11. PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE SUPPLEMENTAL SPECIFICATIONS TO THE 2019 CONSTRUCTION DIVISION 5 PART 5.100.

**SOILS NOTES**

1. ALL PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE SUPPLEMENTAL SPECIFICATIONS TO THE 2019 CONSTRUCTION DIVISION 5 PART 5.100.
2. PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE SUPPLEMENTAL SPECIFICATIONS TO THE 2019 CONSTRUCTION DIVISION 5 PART 5.100.
3. PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE SUPPLEMENTAL SPECIFICATIONS TO THE 2019 CONSTRUCTION DIVISION 5 PART 5.100.
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11. PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE SUPPLEMENTAL SPECIFICATIONS TO THE 2019 CONSTRUCTION DIVISION 5 PART 5.100.

**811**  
Call before you dig



Department of Planning & Development  
 6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

**Table 1. Parking Calculations for FDP-24-01**

	Quantity	Parking Ratio	Spaces Req'd (no reductions)	10% Transit Reduction	20% CUP Reduction	Spaces Required (w reductions)	Spaces Provided
<b>Residential</b>							
Studio	20	1.5 per du	30.0	3.0	6.0	21.0	
1-Bedroom	50	1.5 per du	75.0	7.5	15.0	52.5	
2-Bedroom	122	2.0 per du	244.0	24.4	48.8	170.8	339
3-Bedroom	67	2.0 per du	134.0	13.4	26.8	93.8	
Res. Visitor Parking			16.5	1.6	3.3	11.5	12
Retail and Bank	3214	1 per 200 SF	16.1	1.6	3.2	11.2	
Restaurant	3917	1 per 75 SF	52.2	5.2	10.4	36.6	48
<b>TOTAL</b>			<b>567.7</b>	<b>56.8</b>	<b>113.5</b>	<b>397.4</b>	<b>399</b>



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

<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>NB20240513-04</b>
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<b>SUBJECT/TITLE:</b> SUB 22-08 Application for a Major Subdivision/Lot Consolidation to consolidate three (3) existing parcels into one (1) lot for the City of University City Civic Complex.			
<b>PREPARED BY:</b> John L. Wagner		<b>DEPARTMENT / WARD</b> Planning and Development/Ward 2	
<b>AGENDA SECTION:</b>	New Business Bill 9540	<b>CAN ITEM BE RESCHEDULED?</b>	yes
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b> City Manager concurs with the Plan Commission and recommends approval.			
<b>FISCAL IMPACT:</b> N/A			
<b>AMOUNT:</b>		<b>ACCOUNT No.:</b>	
<b>FROM FUND:</b>		<b>TO FUND:</b>	
<b>EXPLANATION:</b> N/A			

**STAFF COMMENTS AND BACKGROUND INFORMATION:**  
Staff has determined that the Final Plat meets all requirements of Sections 405.380 and 405.390 of the Subdivision and Land Development Regulations.

This Lot Consolidation Plat was originally approved by the Plan Commission on Jun 22, 2022, and approved by the City Council on August 8, 2022, through Ordinance Number 7189. The plat was not recorded two years ago, and some of the language on the first page of the plat differed from the approved version. For this reason, and because two years has passed, we are asking for approval of the plat again. Nothing on the second page showing the metes and bounds has changed. This is the same plat that was previously approved.

<b>CIP No.</b>	
----------------	--

**RELATED ITEMS / ATTACHMENTS:**  
Attached are the Plan Commission Transmittal Letter, Staff Report from the March 27, 2024 Plan Commission meeting - amended to include for the City Council the Plan Commission's recommendation, and a Draft Bill 9540 with the Plat.

**LIST CITY COUNCIL GOALS (S):**  
Economic Development, Community Quality of Life, Encourage High-quality Growth.

<b>RESPECTFULLY SUBMITTED:</b>	City Manager, Gregroy Rose	<b>MEETING DATE:</b>	May 13, 2024
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**Plan Commission**

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

March 27, 2024

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

RE: Major Subdivision – Lot Consolidation (SUB-08)

Dear Ms. Reese,

At a regularly scheduled meeting on March 27 2024, at 6:30 p.m. at the Heman Park Community Center, the Plan Commission considered the application of the City of University City for Final Plat Approval of a proposed major subdivision to consolidate three (3) existing parcels into one (1) for the Civic Complex property.

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: May 13, 2024

FILE NUMBER: SUB 22-08

COUNCIL DISTRICT: 2

Location: 6801 Delmar Boulevard

Applicant: City of University City

Request: Major Subdivision – Lot Consolidation

Existing Zoning: “PA” Public Activity

Proposed Zoning: “PA” Public Activity (*no change*)

Existing Land Use: Civic Complex: City Hall, Library

Proposed Land Use: Government offices, Library

**Surrounding Zoning and Land Use:**

North: “PA” Public Activity, “HRO” High Density Residential/Office

East: “PA” Public Activity, “CC” Core Commercial

South: “PA” Public Activity, “HR” High Density Residential

West: “PA” Public Activity, “SR” Single-Family Residential

**COMPREHENSIVE PLAN CONFORMANCE**

Yes     No     No reference

**STAFF RECOMMENDATION**

Approval     Approval with Conditions     Denial

**ATTACHMENTS**

- A. Subdivision Plat Application
- B. Record Plat

**Why this is on the agenda again**

This Lot Consolidation Plat was originally approved by the Plan Commission on Jun 22, 2022, and approved by the City Council on August 8, 2022, through Ordinance Number 7189. The plat was not recorded two years ago, and some of the language on the first page of the plat differed from the approved version. For this reason, and because two years has passed, we are asking the Commission to approve the plat again. Nothing on

the second page showing the metes and bounds has changed. This is the same plat that was previously approved. It will be forwarded to the City Council for approval again in April.

### **Existing Property and Applicant Request**

The subject property currently consists of three parcels: 601 Trinity Avenue, 6801 Delmar Boulevard (shown as 6701 Delmar Boulevard on the plat) and 702 Harvard Avenue. This latter parcel is the small piece of land just to the north of 601 Trinity Avenue. The lot consolidation is being done to meet the MSD (Metropolitan St. Louis Sewer District) requirement that private sewers cannot cross property lines.

### **Staff Review**

Staff reviewed this as part of the "Major Subdivision" process identified in Section 405.165 of the Subdivision regulations.

### **Analysis**

Staff has determined that the Plat meets all requirements of 405.380 of the Subdivision and Land Development Regulations.

### **Conclusion/Recommendation**

The proposal meets the intent of all Zoning Code and Subdivision Regulation requirements for a Final Plat. Thus, staff recommends approval – again – of the proposed Major Subdivision.

### **Plan Commission**

The Plan Commission voted unanimously to approve the proposed Major Subdivision.

Enc:

1. Record Plat



**"UNIVERSITY CITY GOVERNMENT BUILDING"**  
**LOT CONSOLIDATION PLAT OF**  
**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**



DATE: APRIL 2022  
 DRAWN BY: [blank]  
 CHECKED BY: [blank]  
 DATE: 03/07/24

OWNER:  
 CITY OF UNIVERSITY CITY  
 5001 DELMAR BOULEVARD  
 ST. LOUIS, MISSOURI 63130  
 (314) 892-8787



**CITY OF UNIVERSITY CITY**  
**6801 DELMAR BOULEVARD**  
**ST. LOUIS, MISSOURI 63130**

**LOT CONSOLIDATION**  
**PLAT**

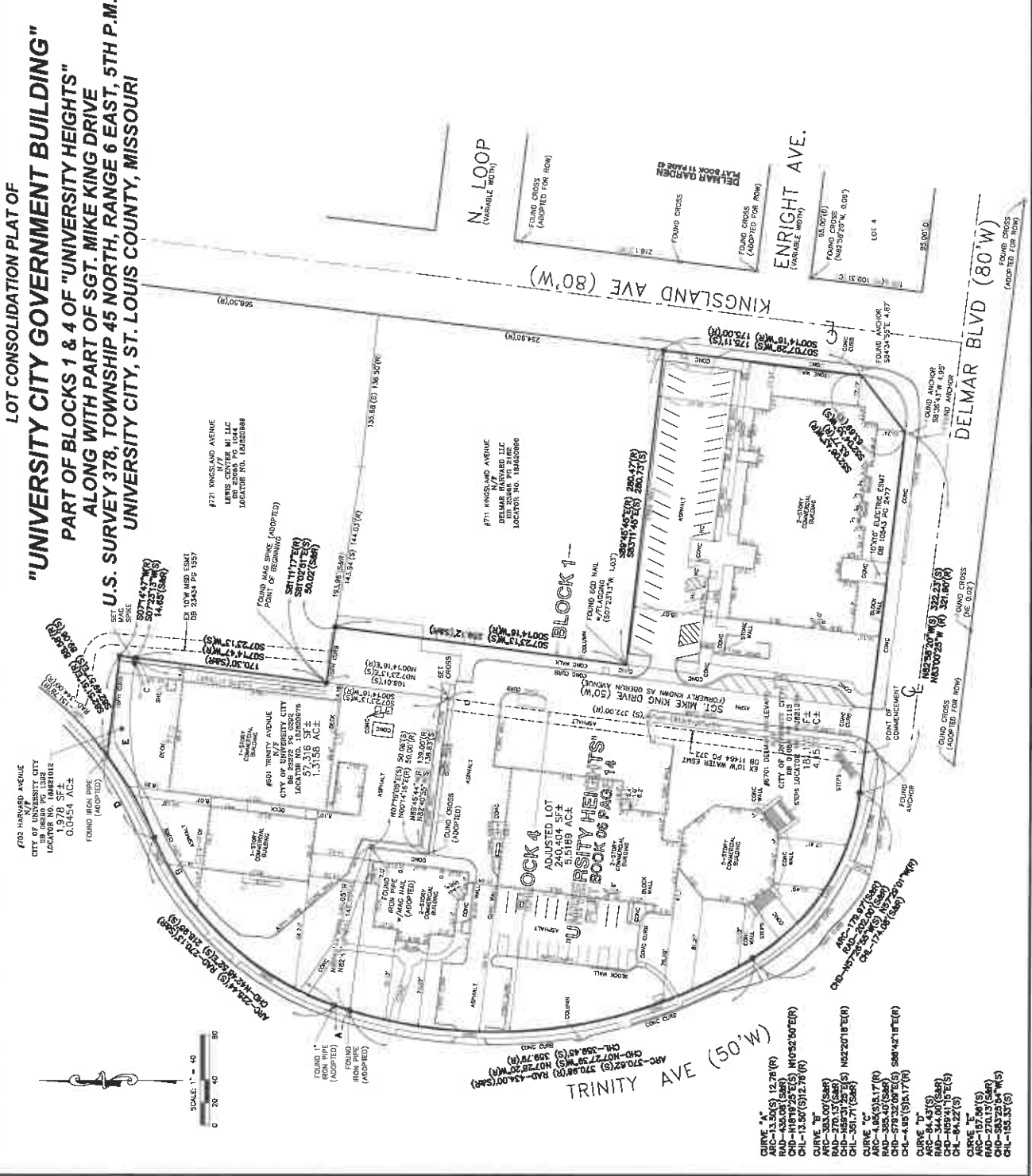
SHEET NO. 2 OF 2

**LOCATION MAP**  
 NOT TO SCALE

ORIGINAL LOCATOR NUMBERS 188207R, 188210Z AND 188212R  
 OWNER:  
 CITY OF UNIVERSITY CITY  
 5001 DELMAR BOULEVARD  
 ST. LOUIS, MISSOURI 63130  
 (314) 892-8787



- SYMBOLS & ABBREVIATIONS:**
- AC ACRES
  - (C) CALCULATED
  - DB BEED BOOK
  - L LENGTH
  - MH MANHOLE
  - PIR PLAT BOOK
  - PC PAGE
  - R RADIUS
  - SD SOUTH
  - S SQUARE FOOT
  - W WEST
  - W/ WEATHERED IN FIELD
  - X EXISTING
  - Y YIELD
  - Z ZONING
  - ▲ SET IRON RED W/ PLASTIC CAP
  - CUT CROSS
  - FOUND MONUMENT AS NOTED
  - PLUS OR MINUS



702 HANCOCK AVENUE  
 CITY OF UNIVERSITY CITY  
 LOCKER NO. 10821812  
 1.978 SF ±  
 0.0454 AC ±  
 FOUND IRON PIPE (ADOPTED)

721 KINGSLAND AVENUE  
 LEWIS CENTER, M.I.J.C.  
 LOCKER NO. 10420198  
 FOUND W/45 SPIKE (ADOPTED)  
 POINT OF BEGINNING  
 S87°17'20"E 307.17(S)  
 S87°01'23"E 54.02(S)

7711 HANCOCK AVENUE  
 BERLANS N/7  
 818 2388 311 21 812  
 LOCKER NO. 18460980  
 FOUND G.D. MAIL  
 S87°23'13"W 14.07(S)  
 S87°23'13"W 14.07(S)

ADJUSTED LOT  
 240.404 SF ±  
 5.5189 AC ±  
**UNIVERSITY CITY GOVERNMENT BUILDING**  
 BOOK 06 PAGE 14

TRINITY AVE (50'W)  
 ARC-3762(S) 376.82(R)  
 CH-358.47(S) 358.72(R)  
 CH-358.47(S) 358.72(R)

CURVE "A"  
 ARC-13.52(S) 12.75(R)  
 CH-103.09(S) 103.09(R)  
 CH-103.09(S) 103.09(R)

CURVE "B"  
 ARC-333.00(S) 333.00(R)  
 RAD-270.15(S) 270.15(R)  
 CH-351.71(S) 351.71(R)

CURVE "C"  
 ARC-1.48(S) 1.17(R)  
 RAD-305.40(S) 305.40(R)  
 CH-489.51(S) 489.51(R)

CURVE "D"  
 ARC-64.43(S)  
 RAD-344.00(S)  
 CH-482.27(S)

CURVE "E"  
 ARC-197.06(S)  
 RAD-270.15(S)  
 CH-358.47(S)

CURVE "F"  
 ARC-163.62(S)



INTRODUCED BY: \_\_\_\_\_

DATE: May 13, 2024

BILL NO. 9540

ORDINANCE NO.

**AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR  
SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS  
“UNIVERSITY CITY GOVERNMENT BUILDING” AND REPEALING  
ORDINANCE NO. 7189.**

**WHEREAS**, an application was submitted by the City of University City on June 13, 2022, for the approval of a final subdivision plat of a tract of land to be known as “University City Government Building;” and

**WHEREAS**, the final plat was approved by Ordinance No. 7189 on August 8, 2022; and

**WHEREAS**, the final plat was not recorded with the St. Louis County, Missouri Recorder of Deeds because certain amendments were necessary; and

**WHEREAS**, at its meeting on March 27, 2024, the City Plan Commission reviewed the final plat as amended for the major subdivision and determined that the final plat as amended is in substantial compliance with the requirements of the University City Municipal Code and recommended to the City Council approval of the final plat as amended; and

**WHEREAS**, the final plat as amended 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 “University City Government Building.”

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

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

Section 4. Ordinance No. 7189 is hereby repealed.

Section 5. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Exhibit A

**LOT CONSOLIDATION PLAT OF  
"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 48 NORTH RANGE 6 EAST, 5TH P.M.  
UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI**



OWNER: UNIVERSITY CITY GOVERNMENT BUILDING  
 6801 DELMAR BOULEVARD  
 ST. LOUIS, MISSOURI 63130

**ARTICLE I. PURPOSE AND SCOPE.**  
 This plat is prepared for the consolidation of the lots shown on the attached map, and for the purpose of creating the lots shown on the attached map. The lots shown on the attached map are the same as the lots shown on the attached map, and the same as the lots shown on the attached map.

**ARTICLE II. DESCRIPTION OF THE PROPERTY.**  
 The property described in this plat is situated in the City of University City, St. Louis County, Missouri, and is bounded by the following:

**ARTICLE III. CONVEYANCE.**  
 The property described in this plat is hereby conveyed to the City of University City, St. Louis County, Missouri, for the purpose of creating the lots shown on the attached map.

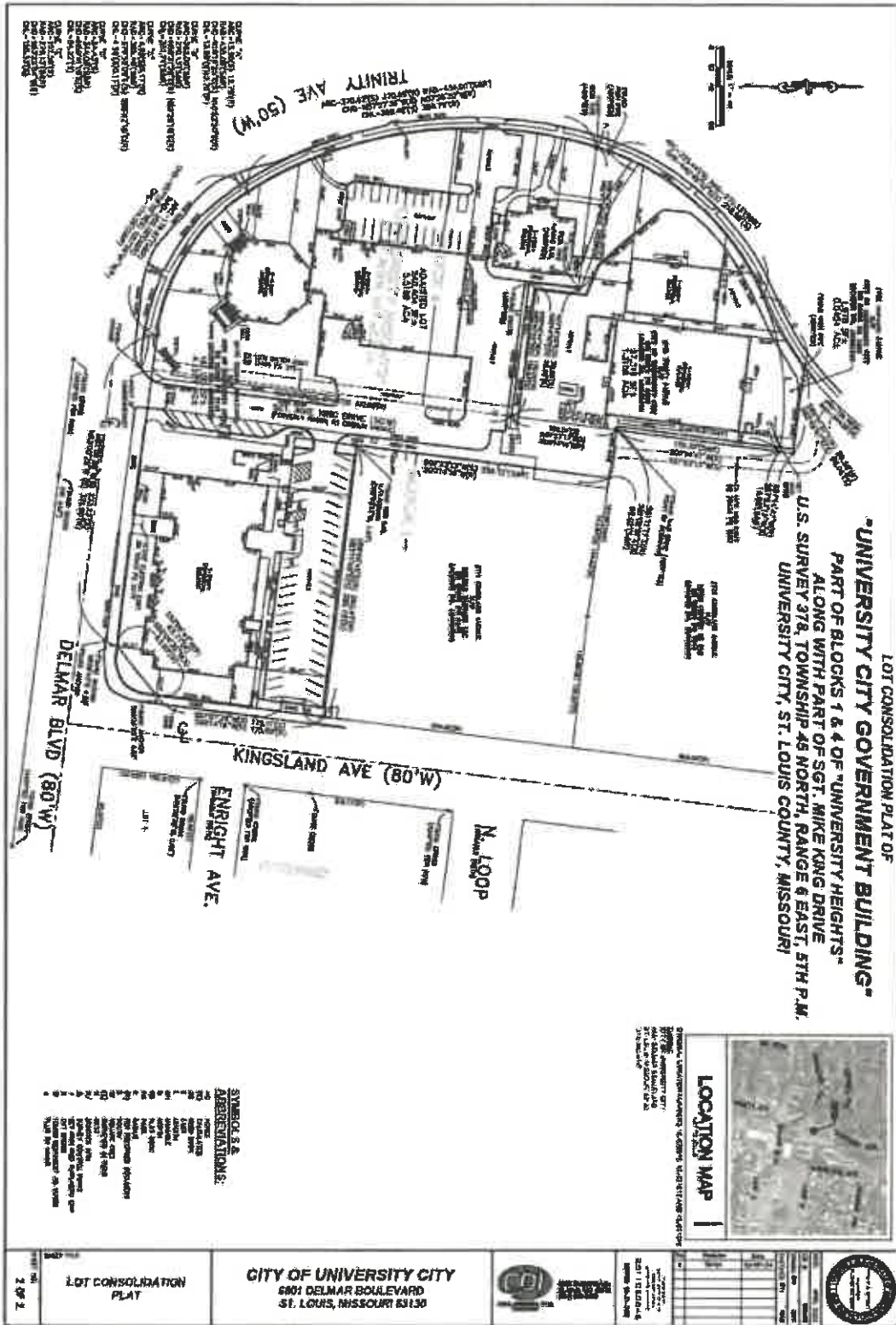
**ARTICLE IV. COVENANTS.**  
 The property described in this plat is subject to the following covenants:

**ARTICLE V. RECORDATION.**  
 This plat is subject to the following conditions:

**ARTICLE VI. SIGNATURES.**  
 The following persons are the owners of the property described in this plat:

	<p><b>CITY OF UNIVERSITY CITY</b>          6801 DELMAR BOULEVARD          ST. LOUIS, MISSOURI 63130</p>	<p>LOT CONSOLIDATION PLAT</p>	<p>1 OF 2</p>
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Exhibit A



**LOT CONSOLIDATION PLAT OF**  
**"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 49 NORTH, RANGE 6 EAST, 5TH P.M.  
 UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI



GENERAL NOTES:  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.  
 6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE BUILDING UNLESS OTHERWISE NOTED.  
 7. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVE UNLESS OTHERWISE NOTED.  
 8. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE SIDEWALK UNLESS OTHERWISE NOTED.  
 9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CURB UNLESS OTHERWISE NOTED.  
 10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE STREET UNLESS OTHERWISE NOTED.

**SYMBOLS & ABBREVIATIONS:**  
 - WALL  
 - DOOR  
 - WINDOW  
 - STAIRS  
 - ELEVATOR  
 - OFFICE  
 - CONFERENCE ROOM  
 - RESTROOM  
 - BREAK ROOM  
 - STORAGE  
 - PARKING  
 - DRIVEWAY  
 - SIDEWALK  
 - CURB  
 - STREET

CITY OF UNIVERSITY CITY 6801 DELMAR BOULEVARD ST. LOUIS, MISSOURI 63130		2011 FEBRUARY 4 2011 FEBRUARY 4 2011 FEBRUARY 4		LOT CONSOLIDATION PLAT	2 OF 2
				2 OF 2	2 OF 2



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

<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>NB20240513-05</b>
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<b>SUBJECT/TITLE:</b> SUB 24-03 Application for a Major Subdivision to create four (4) new lots for Phase III of the Market at Olive Development.			
<b>PREPARED BY:</b> John L. Wagner		<b>DEPARTMENT / WARD</b> Planning and Development/Ward 3	
<b>AGENDA SECTION:</b>	New Business Bill 9541	<b>CAN ITEM BE RESCHEDULED?</b>	yes
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b>			
<b>FISCAL IMPACT:</b> N/A			
<b>AMOUNT:</b>		<b>ACCOUNT No.:</b>	
<b>FROM FUND:</b>		<b>TO FUND:</b>	
<b>EXPLANATION:</b> N/A			

**STAFF COMMENTS AND BACKGROUND INFORMATION:**  
Staff has determined that the Final Plat meets all requirements of Sections 405.380 and 405.390 of the Subdivision and Land Development Regulations.

This request is for a re-subdivision of adjusted Lot 5 of the existing Market at Olive, totaling approximately 7.50 acres, into four lots. Lot 1 will encompass much of the rear of the site, at 5.402 acres, and lots 2-4 will have frontage along Olive Boulevard, at 1.039, 0.565, and 0.493 acres, respectively.

These lots were previously consolidated following a recommendation from the Plan Commission on January 25, 2023, and then

<b>CIP No.</b>	
<b>RELATED ITEMS / ATTACHMENTS:</b> Attached are the Plan Commission Transmittal Letter, Staff Report from the May 2, 2024 Plan Commission meeting - amended to include for the City Council the Plan Commission's recommendation, and a Bill No. 9541 with the Plat.	

<b>LIST CITY COUNCIL GOALS (S):</b> Economic Development, Community Quality of Life, Encourage High-quality Growth.			
<b>RESPECTFULLY SUBMITTED:</b>	City Manager, Gregrotry Rose	<b>MEETING DATE:</b>	May 13, 2024



**Plan Commission**

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

May 2, 2024

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

RE: Major Subdivision – Lot Consolidation (SUB-24-03)

Dear Ms. Reese,

At a special meeting on May 2, 2024, at 6:00 p.m. via videoconference, the Plan Commission considered the application of the U. City, LLC for Final Plat Approval of a proposed major subdivision to subdivide Phase III of the Market at Olive Development – Plat 6 – into four (4) lots.

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: May 13, 2024

FILE NUMBER: SUB-24-03

COUNCIL DISTRICT: 3

Location: 8676 Olive Boulevard

Applicant: U. City, LLC

Request: Major Subdivision – Record Plat

Existing Zoning: PD – C, Planned Development Commercial

Existing Land Use: Vacant

Proposed Zoning: No change

Proposed Land Use: Nothing proposed yet

**Surrounding Zoning:**

North: **PD-C** – Planned Development Commercial District

East: **SR** – Single-Family Residential /  
**PD-C** – Planned Development Commercial District

South: **SR** – Single-Family Residential

West: **N/A** – City of Olivette

**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 Phase III of the Market at Olive Development, on the south side of Olive Boulevard, across from Costco.

The applicant has submitted this application to re-subdivide the existing Market at Olive adjusted Lot 5, totaling approximately 7.50 acres, into four lots. Lot 1 will encompass much of the rear of the site, at 5.402 acres, and lots 2-4 will have frontage along Olive Boulevard, at 1.039, 0.565, and 0.493 acres, respectively.

These lots were previously consolidated following a recommendation from the Plan Commission on February 22, 2023, and then approved in City Council at a meeting on March 27, 2023.

**Staff Review**

Staff reviewed this as part of the “Major 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.

---

**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.

**Plan Commission**

The Plan Commission at a special meeting conducted via Zoom on May 2, 2024, unanimously recommended approval of the Major Subdivision.





2402407

**TRANSMITTAL:**

**TO:** Seneca Commercial Real Estate  
1401 S Brentwood, STE 625,  
St Louis, MO 63144

314-370-6801

**DATE:** 03/26/24

**JOB NO.** 3082S

**ATTN:** Larry Chapman

**RE:** Market at Olive Plat 6

**TRANSMITTED AS CHECKED**

**WE ARE SENDING YOU**

- Attached
- Under Separate Cover
- For Execution
- As Requested
- For Review and Comment
- For Your Information
- For Approval

- Shop Drawing
- Prints
- Plans
- Samples
- Specifications
- Change Order
- Check
- Easement
- Proposal

<u>COPIES</u>	<u>DATE</u>	<u>NO.</u>	<u>DESCRIPTION</u>
5	03/26/24		Market at Olive Plat 6
1			Subdivision Application

Larry, attached are 5 copies of Market at Olive Plat 6 for subdivision application per Caroline Saunders request.

**COPY TO:** File \_\_\_\_\_  
JRG

**SIGNED:**   
Scott M Telford



Department of Community Development

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3100

Planning and Development  
City of University City

MAR 28 2024

6801 Delmar Blvd  
University City MO 63130

SUBDIVISION APPLICATION

The application form must be completed and submitted along with the subdivision plat, letter of authorization (if applicable), fees, and other required attachments on or before the filing deadline. The filing deadline is generally twenty-eight (28) days prior to the Plan Commission meeting.

1. Application Type (Check each that apply):

- Minor Subdivision
- Preliminary Plat
- Final Plat
- Boundary Adjustment
- Preliminary Development Plan
- Final Development Plan
- Right-of-way Vacation
- Plat Vacation
- Dwelling Unit Display

2. Attachments

- 5 (#) Folded paper copies of Plat
- Electronic copy
- Improvement Plans
- Other Cover Letter

3. Property Owner Information:

Name: U. City, L.L.C

Address: 1401 S. Brentwood Blvd Ste 625  
Brentwood, mo 63144

4. Authorized Agent (an authorization letter from the current property owner must be submitted if applicant is other than owner – not applicable to right-of-way vacation application):

Name: Caroline Saunders

Address: U. City, L.L.C.

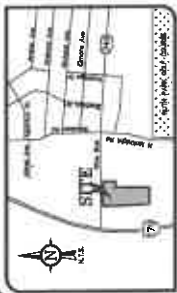
5. Project Description (include a brief description of the project, including number of existing lots, number of lots proposed, total acreage, parcel identification, and/or any other applicable information):

Re-Subdivision of Adjusted Lot 5  
at Market at Olive

FOR OFFICE USE ONLY

Fee Calculation: \$200.00 Base Fee + 4 # of lots x \$35.00 = 340.00

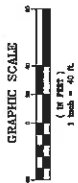
PREPARED FOR:  
U. City, LLC  
CONTACT: Larry Chapman  
17300 Olive Center Drive  
St. Louis, MO 63114  
E: lchapman@u-city.com



# MARKET AT OLIVE PLAT 6

## A SUBDIVISION PLAT

MARKET AT OLIVE PLAT 6  
ALL OF ADJUSTED LOT 5,  
MARKET AT OLIVE PLAT 5, PLAT BOOK 371, PAGES 221-223  
SECTION 05, TOWNSHIP 48 NORTH, RANGE 8 EAST  
UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI



GRAPHIC SCALE  
(1 INCH = 40 FT.)

MISSOURI STATE PLANE GRID  
NORTH FROM STATIC GPS TIES  
TO SYSTEM MONUMENTS

### ABBREVIATIONS

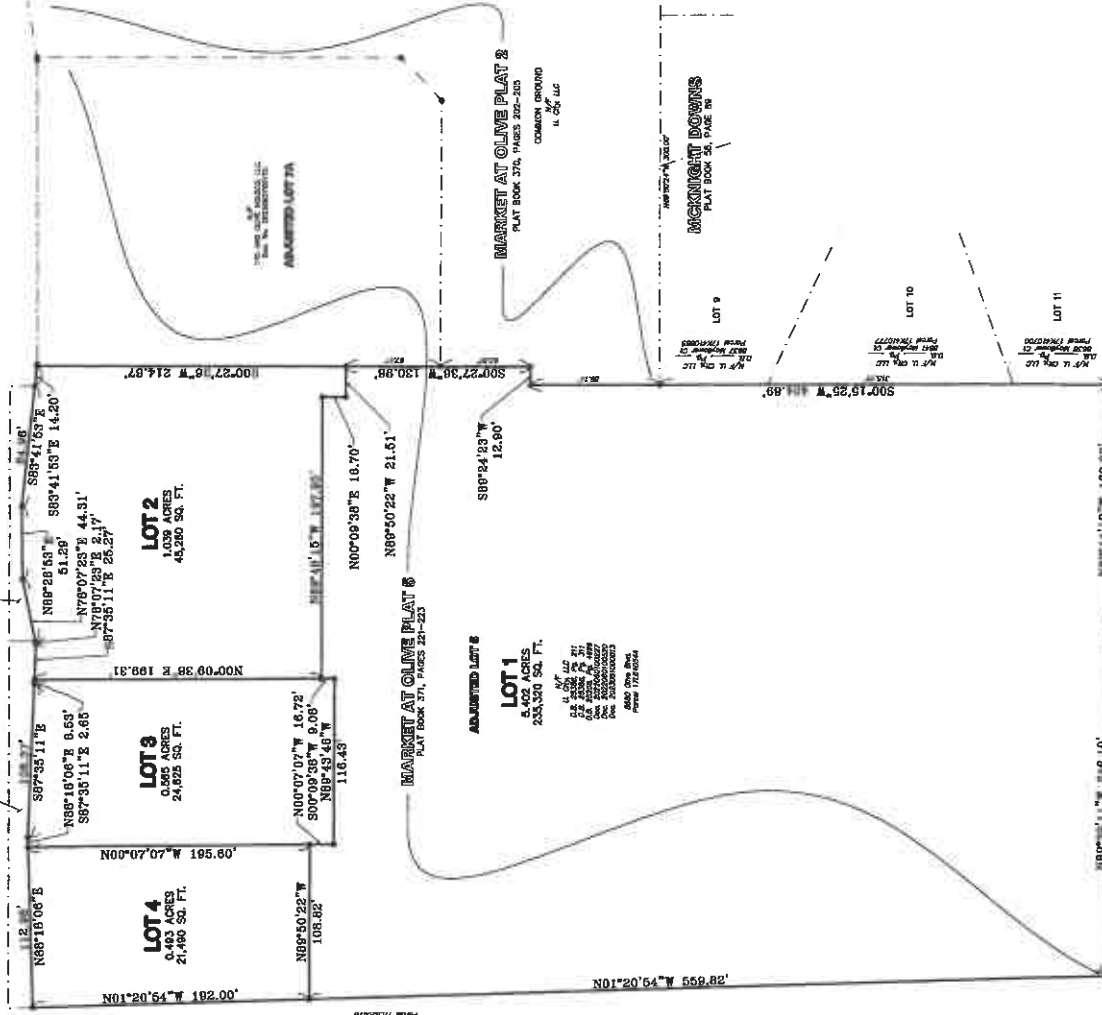
ADJ.	ADJUSTED
BLK.	BLOCK
PLAT BOK	PLAT BOOK
CON.	CONCRETE
CONC.	CONCRETE
CONC.	CONCRETE
CONC.	CONCRETE
CONC.	CONCRETE
CONC.	CONCRETE
CONC.	CONCRETE
CONC.	CONCRETE
CONC.	CONCRETE
CONC.	CONCRETE
CONC.	CONCRETE

### LEGEND

- ADJ. ADJUSTED
- BLK. BLOCK
- PLAT BOK PLAT BOOK
- CON. CONCRETE
- CONC. CONCRETE
- CONC. CONCRETE
- CONC. CONCRETE
- CONC. CONCRETE
- CONC. CONCRETE
- CONC. CONCRETE
- CONC. CONCRETE
- CONC. CONCRETE
- CONC. CONCRETE

1-170 (Variable Width)  
PUBLIC RIGHT-OF-WAY

OLIVE (Variable Width) BOULEVARD  
PUBLIC RIGHT-OF-WAY  
ADJUTMENT ESTABLISHED



GRAND CONSULTING, INC.  
17300 Olive Center Drive  
St. Louis, MO 63114  
E: lchapman@grand-cm.com

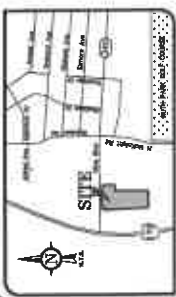
NO.	REVISIONS	DATE

MARKET AT OLIVE  
PLAT 6  
SUBDIVISION  
PLAT

JOB NUMBER: 30923  
DRAWN BY: SMAT  
DATE: 03/19/24  
CHECKED BY: RCS  
DATE: 03/19/24  
SHEET: 1 of 3

GRAND CONSULTING, INC. IS A  
MISSOURI PROFESSIONAL LAND SURVEYOR





PREPARED FOR:  
 U City, LLC  
 CONTACT: Larry Chapman  
 11111 University City Blvd  
 St. Louis, MO 63114  
 E: lchapman@stlcc.com

# MARKET AT OLIVE PLAT 6 A SUBDIVISION PLAT ALL OF ADJUSTED LOT 5, MARKET AT OLIVE PLAT 5 - PLAT BOOK 371 PAGES 221-223 SECTION 05, TOWNSHIP 45 NORTH, RANGE 6 EAST UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

Owner's Certification  
 The undersigned owner of land hereon platted and further described by the foregoing description, have caused these lines to be adjusted in land area in the manner shown on this plat, each addition and alteration to those of the Market at Olive Plat # 5, a Subdivision Plat.

In witness whereof, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: CDO Services Management, LLC, a Missouri limited liability company, its Manager

Lorenna R. Chapman, Jr., Vice-President

State of Missouri  
 County of St. Louis

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me did appear Lorenna R. Chapman, Jr. who being by me duly sworn did say that he is the Manager of CDO Services Management, LLC, the Manager of U City, LLC, a Missouri limited liability company and that said instrument was signed on behalf of said company and that he is duly qualified to execute and acknowledge the same. He is duly qualified to execute and acknowledge the same. He is duly qualified to execute and acknowledge the same.

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

Notary Public  
 My commission expires \_\_\_\_\_

Lien Holder's Certificate  
 The undersigned holder of legal notice of notice secured by deed recorded in Book \_\_\_\_\_ of the St. Louis County records for the tract of land described herein joins in and approves in every detail this subdivision plat.

In witness whereof, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Bank of Washington,  
 a Missouri banking corporation

Print name, \_\_\_\_\_  
 Title \_\_\_\_\_

State of Missouri  
 County of St. Louis

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me did appear \_\_\_\_\_ who being by me duly sworn did say that (s/he is the \_\_\_\_\_ of Bank of Washington, a banking corporation in the State of Missouri, and that said instrument was signed on behalf of said corporation and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation, and that said \_\_\_\_\_ is duly qualified to execute and acknowledge the same. He is duly qualified to execute and acknowledge the same.

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

Notary Public  
 My commission expires \_\_\_\_\_

University City, Missouri Certification  
 This is to certify that the plat, "Market at Olive Plat # 6, a Subdivision Plat," has been approved by the Zoning Administrator for the City of University City, Missouri on \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Lorenna R. Chapman, Jr., City Clerk  
 City of University City, Missouri

John L. Wagner, III, Acting Director of Planning and Development,  
 City of University City, Missouri

This is to certify that the plat of "Market at Olive Plat # 6, a boundary adjustment plat" was approved by the City Council of the City of University City, Missouri on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, pursuant to Ordinance # \_\_\_\_\_.

Lorenna R. Chapman, Jr., City Clerk  
 City of University City, Missouri

Lien Holder's Certificate  
 The undersigned holder of legal notice of notice secured by deed recorded in Book \_\_\_\_\_ of the St. Louis County records for the tract of land described herein joins in and approves in every detail this subdivision plat.

In witness whereof, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Peoples National Bank, N.A.,  
 a national banking association

Print name, \_\_\_\_\_  
 Title \_\_\_\_\_

State of Missouri  
 County of St. Louis

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me did appear \_\_\_\_\_ who being by me duly sworn did say that (s/he is the \_\_\_\_\_ of Peoples National Bank, N.A., a national banking association, and that said instrument was signed on behalf of said national banking association and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said national banking association, and that said \_\_\_\_\_ is duly qualified to execute and acknowledge the same. He is duly qualified to execute and acknowledge the same.

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

Notary Public  
 My commission expires \_\_\_\_\_

Developer's Certification  
 This is to certify that the plat, "Market at Olive Plat # 6, a Subdivision Plat," has been approved by the Zoning Administrator for the City of University City, Missouri on \_\_\_\_\_ day of \_\_\_\_\_, 2024, pursuant to Ordinance # \_\_\_\_\_.

John L. Wagner, III, Acting Director of Planning and Development,  
 City of University City, Missouri

UNIVERSITY CITY MISSOURI  
 PLAT BOOK 371 PAGES 221-223  
 SECTION 05, TOWNSHIP 45 NORTH, RANGE 6 EAST  
 UNIVERSITY CITY, MISSOURI

By: \_\_\_\_\_ MISSOURI PROFESSIONAL LAND SURVEYOR

3 of 3

INTRODUCED BY: \_\_\_\_\_

DATE: May 13, 2024

BILL NO. 9541

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 6”.**

**WHEREAS**, an application was submitted by the City of University City on March 26, 2024, for the approval of a final subdivision plat of a tract of land to be known as “Market at Olive, Plat 6;” and

**WHEREAS**, at its meeting on May 2, 2024, the City Plan Commission reviewed the final plat for the major subdivision and determined that the final plat is in substantial compliance with the requirements of the University City Municipal Code and recommended to the City Council approval of the final plat; and

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

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

Section 1. Attached, marked “Exhibit A”, and made a part hereof is a final subdivision plat of a tract of land to be known as “Market at Olive, Plat 6.”

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

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

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

MAYOR

ATTEST:

---

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

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CITY ATTORNEY

Exhibit A

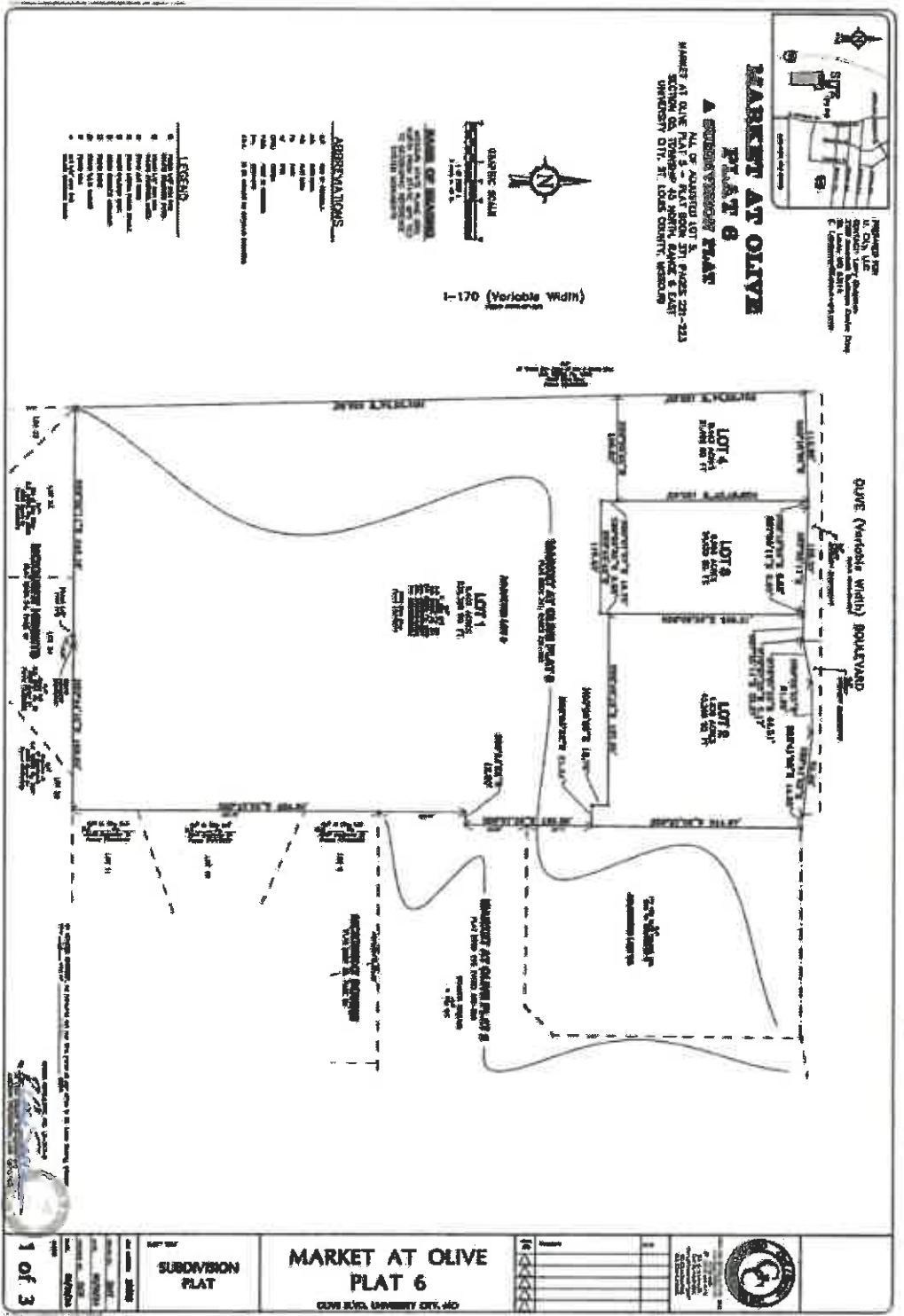


Exhibit A



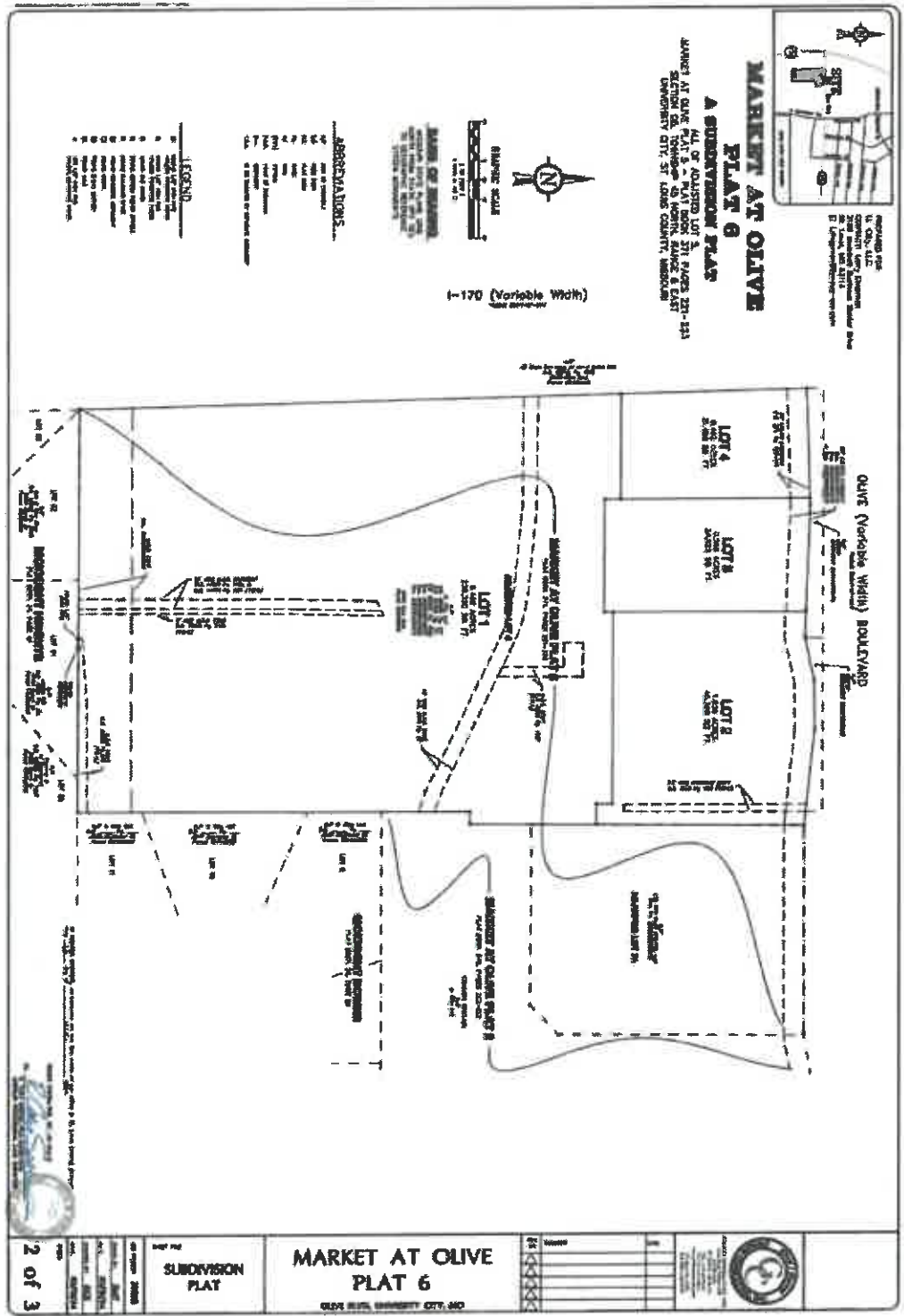


Exhibit A



Proposed lot:  
 9 City, LLC  
 Owners: Larry O'Connell, Cheryl O'Connell  
 10 City, LLC  
 Owners: Larry O'Connell, Cheryl O'Connell  
 11 City, LLC  
 Owners: Larry O'Connell, Cheryl O'Connell

**MARKET AT OLIVE**  
**PLAT 6**  
**A SUBDIVISION PLAT**  
 PLAT OF LOTS 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Section 1: [Text describing the first section of the plat, including lot numbers and area.]

Section 2: [Text describing the second section of the plat, including lot numbers and area.]

Section 3: [Text describing the third section of the plat, including lot numbers and area.]

Section 4: [Text describing the fourth section of the plat, including lot numbers and area.]

Section 5: [Text describing the fifth section of the plat, including lot numbers and area.]

Section 6: [Text describing the sixth section of the plat, including lot numbers and area.]

Section 7: [Text describing the seventh section of the plat, including lot numbers and area.]

Section 8: [Text describing the eighth section of the plat, including lot numbers and area.]

Section 9: [Text describing the ninth section of the plat, including lot numbers and area.]

Section 10: [Text describing the tenth section of the plat, including lot numbers and area.]

Section 11: [Text describing the eleventh section of the plat, including lot numbers and area.]

Section 12: [Text describing the twelfth section of the plat, including lot numbers and area.]

Section 13: [Text describing the thirteenth section of the plat, including lot numbers and area.]

Section 14: [Text describing the fourteenth section of the plat, including lot numbers and area.]

Section 15: [Text describing the fifteenth section of the plat, including lot numbers and area.]

Section 16: [Text describing the sixteenth section of the plat, including lot numbers and area.]

Section 17: [Text describing the seventeenth section of the plat, including lot numbers and area.]

Section 18: [Text describing the eighteenth section of the plat, including lot numbers and area.]

Section 19: [Text describing the nineteenth section of the plat, including lot numbers and area.]

Section 20: [Text describing the twentieth section of the plat, including lot numbers and area.]

Section 21: [Text describing the twenty-first section of the plat, including lot numbers and area.]

Section 22: [Text describing the twenty-second section of the plat, including lot numbers and area.]

Section 23: [Text describing the twenty-third section of the plat, including lot numbers and area.]

Section 24: [Text describing the twenty-fourth section of the plat, including lot numbers and area.]

Section 25: [Text describing the twenty-fifth section of the plat, including lot numbers and area.]

Section 26: [Text describing the twenty-sixth section of the plat, including lot numbers and area.]

Section 27: [Text describing the twenty-seventh section of the plat, including lot numbers and area.]

Section 28: [Text describing the twenty-eighth section of the plat, including lot numbers and area.]

Section 29: [Text describing the twenty-ninth section of the plat, including lot numbers and area.]

Section 30: [Text describing the thirtieth section of the plat, including lot numbers and area.]

	<p><b>MARKET AT OLIVE</b>  <b>PLAT 6</b>  <small>DATE: 11/10/2010</small></p>	<p><b>SUBDIVISION</b>  <b>PLAT</b></p>	<p>3 of 3</p>
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