



SPECIAL MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
VIA VIDEOCONFERENCE
Monday, July 22, 2024
5:30 p.m.

City Council will Meet Electronically on July 22, 2024

PUBLIC ACCESS TO THE CITY COUNCIL MEETING

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

Webinar via the link below:

<https://us02web.zoom.us/j/87512360479?pwd=jyZcJtUY5EMmxSrmcJ5n976FJA6Qfe.1>

Passcode: 032383

Live Stream via YouTube:

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

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Webinar ID: 875 1236 0479

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

AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS (Acknowledgement)

E. APPROVAL OF MINUTES

1. July 2, 2024 Special Meeting Minutes

F. APPOINTMENTS to BOARDS AND COMMISSIONS

1. Gregory Rose is nominated for appointment to the Markets at Olive CID Board of Directors (term expiration 7/13/28) by Mayor Crow
2. Lawrence R. Chapman is nominated for appointment to the Markets at Olive CID Board of Directors (term expiration 7/13/28) by Mayor Crow
3. Keith Cole is nominated for appointment to the Markets at Olive CID Board of Directors (term expiration 7/13/26) by Mayor Crow

4. Caroline P. Saunders is nominated for appointment to the Markets at Olive CID Board of Directors (term expiration 7/13/26) by Mayor Crow
5. Jeff Pardieck is nominated for appointment to the Markets at Olive CID Board of Directors (term expiration 7/13/26) by Mayor Crow

G. SWEARING IN TO BOARDS AND COMMISSIONS

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, 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

K. CONSENT AGENDA (1 voice vote required)

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

1. City Manager Updates
2. CUP-24-02 - A Conditional Use Permit (CUP) application to allow the expansion of the Agudas Israel Synagogue at 8200-8206 Delmar Boulevard and 558, 564, 568 Mapleview Drive. (Reconsideration)

M. UNFINISHED BUSINESS (2nd and 3rd readings – roll call vote required)

1. **BILL 9552** - AN ORDINANCE APPROVING VARIOUS DOCUMENTS AND ACTIONS IN CONNECTION WITH THE FURTHER DEVELOPMENT OF REDEVELOPMENT PROJECT AREA 1 OF THE OLIVE BOULEVARD COMMERCIAL CORRIDOR REDEVELOPMENT AREA AND THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT.

N. NEW BUSINESS

Resolutions (voice vote required)

1. **Res 2024-09** - FY25 Budget Amendment #1 - Restoration of the Facilities Manager position and elimination of one General Maintenance Worker position

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

2. **BILL 9553** – AN ORDINANCE APPROVING AN AMENDMENT TO THE PETITION CREATING THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT AND REMOVING CERTAIN PROPERTY FROM THE DISTRICT.
3. **BILL 9554** - AN ORDINANCE AMENDING TITLE III OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, RELATING TO THE TRAFFIC CODE, BY AMENDING TABLE III-D THEREIN, RELATING TO RESIDENTIAL PARKING PERMIT AREAS, BY DELETING THE 8000 BLOCK OF LAFON PLACE.

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

Posted July 19, 2024

SPECIAL MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Tuesday, July 2, 2024
6:00 p.m.

AGENDA

A. MEETING CALLED TO ORDER

At the Special Session of the City Council of University City held on Tuesday, July 2, 2024, Mayor Terry Crow, Mayor called the meeting to order at 6:00 p.m.

B. ROLL CALL

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

Councilmember Stacy Clay (*arrived at 6:03*)
Councilmember Steven McMahon
Councilmember Dennis Fuller
Councilmember Jeffrey Hales
Councilmember Bwayne Smotherson
Councilmember John Tieman (*excused*)

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

C. APPROVAL OF AGENDA

Hearing no requests to amend, Councilmember McMahon moved to approve the Agenda as presented, seconded by Councilmember Hales, and the motion carried unanimously.

D. PROCLAMATIONS (Acknowledgement)

none

E. APPROVAL OF MINUTES

1. June 20, 2024 Special Meeting Minutes; was moved by Councilmember Hales, it was seconded by Councilmember Fuller, and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

none

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, 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

K. CONSENT AGENDA (1 voice vote required)

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

1. City Manager stated there were updates at this time.

M. UNFINISHED BUSINESS (2nd and 3rd readings – roll call vote required)

- 1. BILL 9547 - AN ORDINANCE AUTHORIZING THE CITY OF UNIVERSITY CITY, MISSOURI, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING, RECONSTRUCTING, REMODELING, EQUIPPING, FURNISHING AND OTHERWISE IMPROVING THE CITY HALL ANNEX BUILDING AND THE TRINITY BUILDING, AND PURCHASING POLICE VEHICLES AND EQUIPMENT; APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND REPEALING ORDINANCE NO. 7356.**

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

Council Comments

Mayor Crow stated this process has been open and has taken plenty of time. He can go back to 2016, when this matter came before the Council. He is comfortable that the folks who have asked the most questions and expressed the most concern have been from a relatively small group and the vast majority of people have said it is time to get this done.

Recently two plaintiffs, who use to sit on this dais, sued the City and finds their comments intriguing. One comment was that the financial calculations are daunting. This Council understands that the financial calculations are daunting, and the responsibility is not taken lightly. They were daunting in 2016 when this should have been done, and they are still daunting today.

Mayor stated he agrees with the plaintiffs that we are not a wealthy community, but we are a community that understands that public safety is the City's number one priority towards our residents. We have allowed, for far too long, our police to be housed in temporary facilities and to work in a condemned building. One plaintiff said that the people of University City will be the ones to suffer if this vote is taken. The Councilmembers are part of the people too, and we take our responsibility seriously. For past several years, we have been in meetings where the City Manager and the consultants have provided information to us. The plaintiff asked why use certificates of participation instead of a bond issue? Mayor Crow said he would ask why in 2016 you voted to use certificates of participation but now you do not want to use them? Things are a lot different, in 2016, the vote was taken on night when many other votes were taken. One was when half of the City Council voted down the City Managers budget; it was a 3:3 tie. One of first times, if not the only time, in the City's history that the budget was voted down. The vote on the certificates of participate was also defeated with a 3:3 vote. Most would agree that those votes occurred due to a lack of confidence with the administration of that time. The chambers were not empty when those votes were taken; they were pretty full as they were for most City Council meetings back then. The community has moved past that and now the community is comfortable with the direction the City Manager has provided and steps this Council is taking. The last comment made by the plaintiff, was it's time to slow this down. Mayor Crow stated how do you slow down something that's been in motion since 2016? It is time to move forward.

Mayor apologized to the police officers for having to work in a building that was condemned by our own Planning and Zoning department. He also apologized for them being in temporary trailers now and continuing during construction of this project. "We own you better". If public safety is our number one priority and the citizens are ready for this to happen, then it's time for us pass this ordinance.

Roll Call Vote Was:

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

Nays: Councilmember Smotherson

N. NEW BUSINESS

Resolutions (voice vote required)

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

O. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
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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

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

Mayor Crow thanked everyone for their participation and closed the Regular Session at 6:09 p.m.

LaRette Reese
City Clerk, MRCC

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



NUMBER: <i>For City Clerk Use</i>	CM20240722-01
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SUBJECT/TITLE: City Manager General Updates			
PREPARED BY:		DEPARTMENT / WARD Administration - All	
AGENDA SECTION:	City Manager's Report	CAN ITEM BE RESCHEDULED?	
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:			
FISCAL IMPACT:			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: General updates as provided by the City Manager.			
STAFF COMMENTS AND BACKGROUND INFORMATION:			
CIP No.			
RELATED ITEMS / ATTACHMENTS:			
LIST CITY COUNCIL GOALS (S):			
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	07/22 /2024



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

NUMBER: <i>For City Clerk Use</i>	CM20240722-02
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SUBJECT/TITLE:
CUP-24-02 - A Conditional Use Permit (CUP) application to allow the expansion of the Agudas Israel Synagogue at 8200-8206 Delmar Boulevard and 558, 564, 568 Mapleview Drive.

PREPARED BY: John L. Wagner	DEPARTMENT / WARD Planning and Development / Ward 1
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AGENDA SECTION: City Manager's Report	CAN ITEM BE RESCHEDULED? yes
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CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager concurs with the Plan Commission and recommends approval.

FISCAL IMPACT:
N/A

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

EXPLANATION:
This application for a Conditional Use Permit is accompanied by an application to rezone two (2) of the four (4) parcels from Single-Family Residential (SR) District to Limited Commercial (LC) District (REZ 24-01) as well as a text amendment application (TXT 24-01) to change the LC District standards that would accommodate the Synagogue as well as future development in the LC District throughout the City.

STAFF COMMENTS AND BACKGROUND INFORMATION:
The Conditional Use Permit was approved at the May 22, 2024 Plan Commission meeting, and amended at the June 26, 2024 Plan Commission meeting, with the final six (6) Staff Recommendations as follows:
 1. The proposed land use of a place of worship exceeding 3,500 square feet of gross floor area is approved.
 2. A reduction in the number of required off-street parking from 70 to 49 spaces is approved, per §400.2130(E) and §400.2700(D)(2).
 3. A shared parking agreement for 12 off-street parking spaces, which are required to meet the minimum parking requirements, is approved per §400.2130 (D). The shared parking agreement must be recorded with St. Louis County Recorder of Deeds prior to issuance of an occupancy permit.
 4. An increase in the maximum site coverage, from 70% to 71% is approved, per §400.460(D).
 5. A photometric plan illustrating illumination levels for the loading area shall be submitted to and approved by the Department of Planning & Development prior to issuance of any building permit.
 6. The cut-through that allows pedestrian access from the intersection of Mapleview Drive & Westview Drive to Delmar Boulevard shall be maintained.

CIP No.	
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RELATED ITEMS / ATTACHMENTS:
Updated Staff Report from the June 26, 2024 Plan Commission meeting, 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 renderings and revised site plan.

LIST CITY COUNCIL GOALS (S):
Economic Development, Community Quality of Life, Encourage High-quality Growth.

RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose	MEETING DATE: July 22, 2024
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Plan Commission

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

June 26, 2024

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

RE: Conditional Use Permit Application (CUP 24-02)

Dear Ms. Reese,

At its regular meeting on June 26, 2024, at 6:30 p.m. at the University City Community Center at 975 Pennsylvania Avenue, the Plan Commission considered the application of Rami Berner on behalf of Agudas Israel of St. Louis for a Conditional Use Permit (CUP) Application to allow for:

1. A reduction of up to 20% in the number of required off-street parking spaces, per 400.2700(D)(2).
2. A shared parking arrangement with the owners of 8220 Delmar Boulevard for the use of 12 parking spaces, per 400.2130(D).
3. An increase in the maximum site coverage from 70% to 71%, per 400.460(D).
4. A principal building which exceeds 3,500 square feet of gross floor area, which is considered a conditional use in the Limited Commercial District (LC), per 400.440(A).

By a vote of 6 to 0, the Plan Commission recommended approval of said major subdivision.

Sincerely,

Margaret Holly, Chairperson
University City Plan Commission



STAFF REPORT

City Council

(UPDATED FOR JUNE 26, 2024)

Updates to this staff report are indicated in bold, green text

Meeting Date	July 22, 2024
File Number	CUP-24-02
Council District	1
Location	8200-8206 Delmar Boulevard and 558, 564, 568 Mapleview Drive
Applicant	Rami Berner on behalf of Agudas Israel of St. Louis
Property Owner	Agudas Israel of St. Louis
Request	Conditional Use Permit (CUP) to allow for: <ol style="list-style-type: none"> 1) A reduction of up to 20% in the number of required off-street parking spaces, per 400.2700(D)(2). 2) A shared parking arrangement with the owners of 8220 Delmar Boulevard for the use of 12 parking spaces, per 400.2130(D). 3) An increase in the maximum site coverage from 70% to 71%, per 400.460(D). 4) A principal building which exceeds 3,500 square feet of gross floor area, which is considered a conditional use in the Limited Commercial District (LC), per 400.440(A).

Comprehensive Plan Conformance:

Yes No No reference

Staff Recommendation:

Approval Approval with Conditions Denial

Attachments:

- A. **Updated Site Plan**

Applicant Request

The applicant, Rami Berner on behalf of Agudas Israel of St. Louis, is requesting a Conditional Use Permit (CUP) to authorize the following for the properties located at 8200 Delmar Boulevard and 558, 564, and 568 Mapleview Drive:

- 1) A reduction of up to 20% in the number of required off-street parking spaces, per 400.2700(D)(2).
- 2) A shared parking arrangement with the owners of 8220 Delmar Boulevard for the use of 12 parking spaces, per 400.2130(D).
- 3) An increase in the maximum site coverage from 70% to 71%, per 400.460(D).
- 4) A principal building which exceeds 3,500 square feet of gross floor area, which is considered a conditional use in the Limited Commercial District (LC), per 400.440(A).

The applicant is also simultaneously applying for a Map Amendment (rezoning) of 564 and 568 Mapleview Drive from Single Family Residential (SR) to Limited Commercial (LC), and a Major Subdivision to consolidate the four parcels of land. These three applications are related to the development of a new synagogue on the subject property.

Existing Property

The subject property consists of 1.10 acres across four parcels of land located at the corner of Delmar Boulevard and Old Bonhomme Road. At 8200-8206 Delmar, there is an existing commercial building which was originally built for retail uses but was adapted into a synagogue, its current use, by the applicant. The other three parcels (558, 564, and 568 Mapleview Drive), which are part of the proposed development, are currently vacant lots. The subject property is not within any historic district nor floodplain.

Analysis

Land Use and Zoning

The subject properties are currently zoned Limited Commercial (LC) and Single-Family Residential (SR). Below are summaries of the zoning and land use for the subject property (Table 1) and surrounding properties (Table 2). The proposed use is a synagogue (defined in the zoning code as a “place of worship”), which is a permitted use in both the LC and SR zoning districts. Additionally, the applicant has submitted a simultaneous Map Amendment (rezoning) application to rezone the two SR parcels to LC, and subsequently consolidate the four lots.

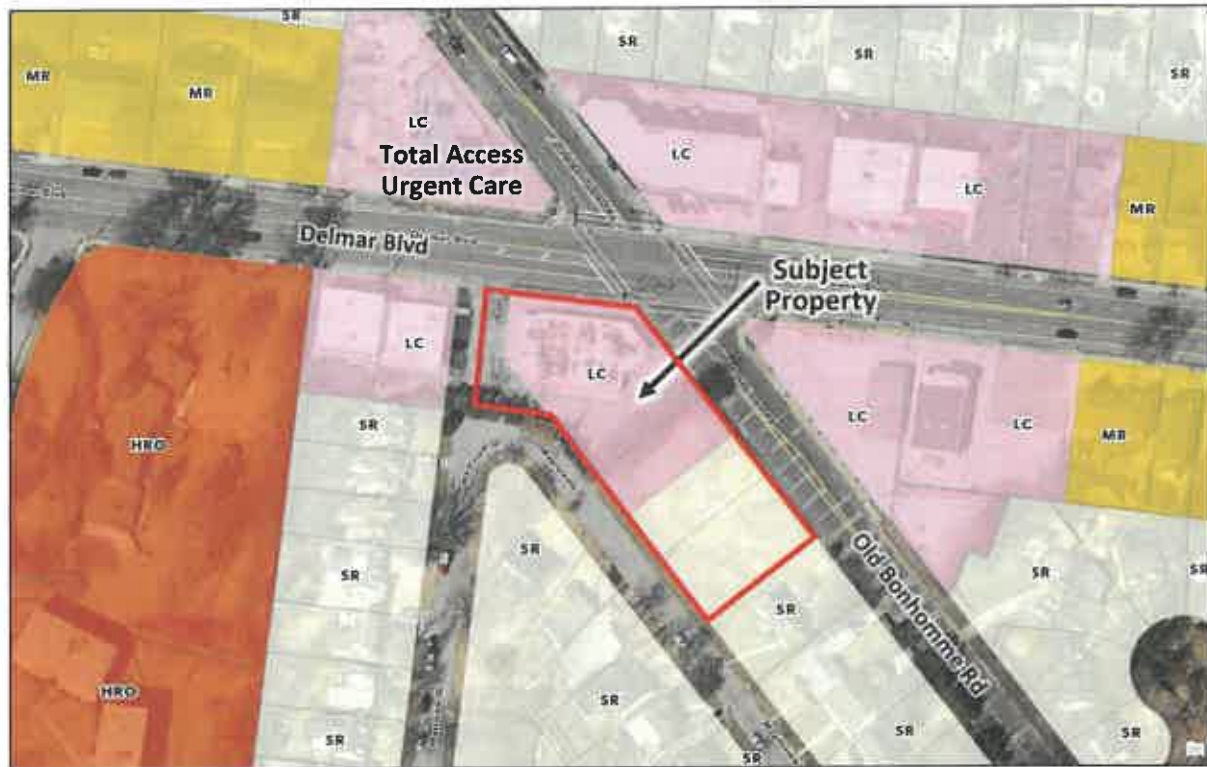
Table 1. Current and Proposed Zoning & Land Use

	<i>8200 Delmar</i>	<i>568 Mapleview</i>	<i>564 Mapleview</i>	<i>568 Mapleview</i>
Locator Number	18K531284	18K530348	18K530326	18K530294
Current Zoning	LC (Limited Commercial)	LC (Limited Commercial)	SR (Single Family Residential)	SR (Single Family Residential)
Current Land Use	Place of worship (synagogue)	Vacant lot	Vacant lot	Vacant lot
Proposed Zoning	No change	No change	LC (Limited Commercial)	LC (Limited Commercial)
Proposed Land Use	No change	Place of worship (synagogue)	Place of worship (synagogue)	Place of worship (synagogue)

Table 2. Surrounding Zoning & Land Use

North	Limited Commercial (LC); urgent care, retail, officed
East	Limited Commercial (LC); vacant garden nursery store
South	Single Family Residential (SR); single-family homes
West	Limited Commercial (GC); Auto repair shop, office

Map 1. Surrounding Zoning



The requested CUP has no bearing on the land use itself, place of worship, which is a permitted use in the current and proposed zoning districts. Rather, the requested CUP would authorize approval of four items related to parking, site coverage, and a land use exceeding 3,500 square feet. Below is analysis of the requested approvals.

Off-Street Parking and Loading Requirements

The proposed use, place of worship, requires off-street parking at a rate of 1 space for every 3.5 seats in the main assembly room. The applicants propose a main assembly area with 238 seats across 3,660 square feet of net seating area. According to the building code, the maximum occupant load for this space would be 244 seats. According to the zoning code, the required parking would be calculated based on the 238 seats. However, given that the assembly area will have tables and chairs that could be rearranged and the likelihood of the space being fully occupied, staff believes it would be most prudent to use the maximum occupant load of 244 seats to calculate the required parking.

Therefore, with 244 seats in the main assembly room, 70 off-street parking spaces are required per code. The code also includes provisions for exceptions to the parking requirements. The relevant exceptions which the proposed development would be eligible for, are described below:

❖ **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 (70) can be reduced by 7.0 spaces. *Please note: this exception does not require approval through the CUP procedure. It can be granted administratively. The subject property is within 500 feet of three (3) bus stops, so it is eligible for this exception.*

❖ **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 (70) can be reduced by 14 spaces.

❖ **400.2130(D) Exception for Shared Parking Arrangements.**

Shared parking is an arrangement in which two (2) or more uses with different peak parking periods (hours of operation) use the same off-street parking spaces to meet their off-street parking requirements. Up to one hundred percent (100%) of the parking required for one (1) use may be supplied by the off-street parking spaces provided for another use.

1. By conditional use permit, a reduction in the number of parking spaces may be authorized. In issuing a conditional use permit, the City will consider whether the uses:
 - a. Are located within five hundred (500) feet, as the crow flies, of the shared parking as measured from the entrance of the use to the nearest point on the property;
 - b. Have no substantial conflict in the principal operating hours of the uses for which the sharing of parking is proposed (see shared parking table in Section 400.2130(D)(3) as a guide);
 - c. Do not adversely affect surrounding neighborhoods;
 - d. Do not adversely affect traffic congestion and circulation;
 - e. Have a positive effect on the economic viability or appearance of the project or on the environment; and
 - f. Relieved spaces or off-site shared parking spots cannot be located within the "SR," "LR," "MR" or "HR" Zoning Districts.
2. Application Requirements For Shared Parking. As a part of the application materials required for a conditional use permit, the applicant seeking shared parking shall submit to the Zoning Administrator the following information as a part of the conditional use permit application:
 - a. Proof that the uses of the shared spaces will reflect different peak hours of operation at different times of the day, week, month or year (see shared parking table below);
 - b. Proof of the size and types of proposed development or substantial changes, size and type of activities, composition of tenants, rate of turnover for parking spaces, and anticipated peak parking and traffic loads;
 - c. Proof that the route from required ADA-accessible spaces in the shared parking area to the nearest ADA-accessible entrance follows an accessible route as defined by the most recent ADA standards; and
 - d. An agreement providing for the shared use of parking areas, executed by the parties involved, including owners of record, that shall include provisions for maintenance, snow removal, ownership, liability and duration of the agreement, and must be filed with the Department of Planning and Development in a form approved by the Planning and Development Director.
3. Shared Parking Table. The following table shall be used to determine peak hours of operation for proposed shared parking. Parking requirements shall be the cumulative requirements of the uses sharing the parking, except where different categories of uses (retail or service, employment, civic, or dwellings) are participating in the sharing agreement and are likely to generate distinctly different times of peak parking demand. Each use should provide a percentage of parking required by these regulations according to the shared parking table below. Whichever time period column requires the highest

total parking spaces among the various uses should be the amount of parking provided subject to the shared parking agreement and Plan Commission review. Alternative parking allocations may be approved as a function of the conditional use permit based on industry data or other sufficient evidence and analysis of peak parking demands for specific uses.

Land Use	Percentage of Required Parking Spaces by Period				
	Monday through Thursday Day and Evening		Friday through Sunday Day and Evening		Nighttime 11:00 A.M. to 6:00 A.M.
	6:00 A.M. to 5:00 P.M.	5:00 P.M. to 1:00 A.M.	6:00 A.M. to 5:00 P.M.	5:00 P.M. to 1:00 A.M.	
Employment	100%	10%	5%	5%	5%
Retail or service	75%	75%	100%	90%	5%
Restaurant	50%	100%	75%	100%	25%
Entertainment and recreation	30%	100%	75%	100%	5%
Place of worship*	5%	25%	100%	50%	5%
School	100%	10%	10%	10%	5%
Dwelling	25%	90%	50%	90%	100%
Lodging	50%	90%	75%	100%	100%

* Place of worship parking needs will be considered on a case-by-case basis as different faiths gather at different days and times during the week.

4. Duration Of Agreement. Shared parking privileges will continue in effect only as long as the agreement, binding on all parties, remains in force. Agreements must guarantee long-term availability of the parking, commensurate with the use served by the parking.
5. Recording Of Agreement. The agreements must be recorded with the County Recorder. If the uses of either party changes, the CUP is no longer valid unless the Zoning Administrator authorizes the new uses and determines there is compliance with the shared parking table [Section 400. 2130(D)(3)]. If a shared parking agreement lapses or is no longer valid, then parking must be provided as otherwise required by this Article.
6. Revocation Of Permits. Failure to comply with the shared parking provisions of the shared parking plan shall constitute a violation of the Zoning Code and shall be cause for revocation of a certificate of zoning compliance and/or building permit.

The applicant has arranged to share 12 off-site parking spaces with 8220 Delmar Boulevard. This property is an office building for an insurance agency, which is open Monday through Friday, 8:00 am to 5:00 pm. In the attached application package, the applicant has provided evidence that there will be no substantial conflicts with the principal operating hours of either uses. The agreement allows Agudas Israel to use 12 parking spaces on this property when the business is not open. The peak parking demand for Agudas Israel is between Friday sundown and Saturday sundown (during observation of Sabbath). The applicants will be required to formalize this agreement with 8220 Delmar Boulevard by recording the document with the St. Louis County Recorder of Deeds.

With the above exceptions, the number of required off-street parking spaces can be reduced from 70 to 49 spaces. The proposed development provides 38 off-street parking spaces on the subject property. The remaining required spaces are satisfied with a shared parking arrangement with the owners of 8220 Delmar Boulevard for the use of 12 parking spaces. With the 38 spaces on-site and the 12 additional shared spaces, the applicant is providing 50 parking spaces. Therefore, the proposed plan complies with the parking space requirement, assuming the Plan Commission recommends, and City Council approves, the 20% reduction per §400.2700(D)(2) and the shared parking arrangement per §400.2130(D).

There is an active residential parking permit for the 500 block of Mapleview Dr, the 500 block of Westview Dr, and the 8100 block of Teasdale Ave, which are immediately to the south of the synagogue building. This parking permit restricts on-street parking to only residents and visitors of the homes on those blocks between the hours of 12pm – 9pm every day. Therefore, synagogue visitors will not be able to park on those streets in the event the synagogue’s parking lot is full, unless of course they are also residents on one of those blocks.

To alleviate parking demand in the area, staff is working with St. Louis County, the applicant, and the Department of Public Works to evaluate adding striped on-street parking spaces on Old Bonhomme near the Delmar intersection. This concept would need to be studied in further detail. Currently, parking in this location is prohibited due to §355.020(A)(6) of the Traffic Code, which states that parking is prohibited within 250 feet of a signalized intersection, unless signage states otherwise. A more typical industry standard for the distance between on-street parking and signalized intersections is around 30-50 feet.

Since the May 22 Plan Commission meeting, bicycle parking was added to the site plan. The applicant has provided 8 bicycle parking racks (16 bicycle parking spaces), which complies with the requirements of §400.2145(A)(2). Because this requirement has now been satisfied, staff is recommending that the condition related to bicycle parking be removed.

Site Coverage

The applicant requests approval of a slight increase in maximum site coverage, from 70% to 71%. In the Limited Commercial (LC) zoning district, the maximum site coverage allowed is 70%. However, under the CUP procedure, site coverage may be increased by a factor of one to ten percent (1% – 10%) when special or outstanding landscape design and site planning features are provided, per §400.460(D). Below are the features that may be considered in determining whether additional site coverage may be approved.

1. *A landscape plan, designed by a professional landscape architect, which incorporates proper irrigation, intense planting, and retention of existing trees and other plants worthy of saving;*
2. *Use of low masonry walls of architectural quality (brick or textured and pigmented concrete), terraces, berms, and earth sculpting;*
3. *Special pedestrian facilities and features such as plazas, covered walkways, fountains, and seating areas.*

The balance of the site, not covered by buildings and structures, parking lots, vehicle circulation, and other accessory facilities, shall be devoted to landscaping, pedestrian circulation, plazas, and buffering. Any landscaped plazas on the roof or deck of a building or parking structure, which is publicly accessible from ground level, may be excluded from the calculation of site coverage, subject to conditional use permit approval.

It is staff’s opinion that the first feature in the above list has been provided by the applicant and that increasing the site coverage by a factor of one percent (1%) is appropriate.

Principal Building Exceeding 3,500 Square Feet

In the Limited Commercial (LC) zoning district, any permitted land use or development, that contains a principal building which exceeds three thousand five hundred (3,500) square feet of gross floor area, shall be considered a conditional use, per §400.440(A). The proposed building contains 35,745 square feet of gross floor area across three floors: basement/lower level (9,110 square feet), first floor (19,835 square feet), and second floor (6,800 square feet).

It is staff’s opinion that the proposed building footprint and gross floor area are appropriate for a place of worship and are compatible with surrounding properties in the LC district.

Dimensional Regulations

The proposed development complies with the dimensional regulations (height, setback, minimum lot size) of the LC district, with one exception: the trash/recycling enclosure must be 5 feet from the side and rear property lines. Currently, the enclosure is shown within the required setback. The applicant has indicated that they will make this change.

Since the May 22 meeting, the applicant has revised the site plan so that the trash/recycling enclosure meets the minimum side and rear setbacks. Because this requirement has now been satisfied, staff is recommending that the condition related to the trash/recycling enclosure setback be removed.

Landscape and Screening Requirements

Landscaping and screening is required along the south and southeast property lines, where the proposed development is abutting and/or adjacent to residentially zoned property. The applicant has provided landscaping and privacy fencing along these property lines that satisfies the requirements. In addition, the applicant has met the requirements for landscaping of off-street parking areas.

Since the May 22 meeting, staff realized that the landscape buffer provided along the southwest property line along Mapleview Dr was placed within what is actually the City's right-of-way. The buffer is required to be on the subject property, owned and maintained by Agudas Israel. The applicant has revised this buffer so that it is only located on the Agudas Israel property. This led to some minor changes in the parking lot, but it did not impact the number of parking spaces, and the parking lot landscaping still complies with the required amount.

Circulation and Access

Currently, vehicular access to off-street parking areas for the existing synagogue is achieved from two curb-cuts: one off Delmar and one off Old Bonhomme. The proposed site plan consolidates parking in one location accessed via Old Bonhomme, which improves traffic safety by relocating the primary access point farther from the intersection. The other curb cut off Delmar, which also provides vehicular access to the adjacent property (8210 Delmar), will provide access to the loading and trash/recycling area.

Staff is working with the applicant and St. Louis County to improve the safety for pedestrians accessing to the site. Some possible solutions to improving the safety of the crosswalks are to increase walk time and paint high-visibility markings. Staff and the applicant will continue to work with the County and the City's Department of Public Works on such improvements.

There is an existing pedestrian "cut-thru" from Mapleview Drive through the subject property, which provides a more convenient and ADA-accessible connection to Delmar Boulevard from the neighborhood directly to the south. From staff's understanding, the current arrangement came about due to obstructions in the sidewalk along Old Bonhomme which impede ADA accessibility to Delmar Boulevard, where there are several bus stops. The applicant has expressed some concern about keeping the cut-thru with the new synagogue due to safety and security, and does not show the pedestrian cut-thru on the proposed site plan. Staff is continuing to work with the applicant and the Department of Public Works to ensure continued pedestrian accessibility to Delmar Boulevard.

Comprehensive Plan

The future character and land use map of the comprehensive plan identifies the subject property as "Activity Center". The majority of this synagogue's congregation lives within walking distance of the synagogue, and much of the congregation travels to services by foot. The intent of the Activity Center land use designation is to "promote infill development to create walkable activity centers," "reduce and consolidate surface parking," and "improve pedestrian and multi-modal activity." It is staff's opinion that

the proposed development and the requested CUP closely align with the intent, goals, and objectives of the comprehensive plan.

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 8200-8206 Delmar Boulevard and 558, 564, and 568 Mapleview Drive, with the following conditions:

1. The proposed land use of a place of worship exceeding 3,500 square feet of gross floor area is approved.
2. A reduction in the number of required off-street parking from 70 to 49 spaces is approved, per §400.2130(E) and §400.2700(D)(2).
3. A shared parking agreement for 12 off-street parking spaces, which are required to meet the minimum parking requirements, is approved per §400.2130(D). The shared parking agreement must be recorded with St. Louis County Recorder of Deeds prior to issuance of an occupancy permit.
4. An increase in the maximum site coverage, from 70% to 71% is approved, per §400.460(D).
- ~~5. Bicycle parking shall be provided, per §400.2145(A)(2).~~
6. A photometric plan illustrating illumination levels for the loading area shall be submitted to and approved by the Department of Planning & Development prior to issuance of any building permit.
- ~~7. The trash/recycling dumpster shall meet the required accessory structure setbacks of 5 feet from the rear and side property lines.~~
8. The cut-through that allows pedestrian access from the intersection of Mapleview Drive & Westview Drive to Delmar Boulevard shall be maintained.

With the attached revised site plans dated June 17, 2024, conditions 5 and 7 have been satisfied, so staff is recommending removal of those conditions. A new (final) list of conditions is as follows:

1. The proposed land use of a place of worship exceeding 3,500 square feet of gross floor area is approved.
2. A reduction in the number of required off-street parking from 70 to 49 spaces is approved, per §400.2130(E) and §400.2700(D)(2).
3. A shared parking agreement for 12 off-street parking spaces, which are required to meet the minimum parking requirements, is approved per §400.2130(D). The shared parking agreement must be recorded with St. Louis County Recorder of Deeds prior to issuance of an occupancy permit.
4. An increase in the maximum site coverage, from 70% to 71% is approved, per §400.460(D).
5. A photometric plan illustrating illumination levels for the loading area shall be submitted to and approved by the Department of Planning & Development prior to issuance of any building permit.
6. The cut-through that allows pedestrian access from the intersection of Mapleview Drive & Westview Drive to Delmar Boulevard shall be maintained.

July 17, 2024

Staff met with representatives of Agudas Israel on July 17, 2024 to discuss the language that was proposed to be added to condition number 6 dealing with the cut-through from Mapleview Drive and Westview Drive to Delmar Boulevard. The proposed amendment to this condition has been withdrawn by the Applicant, reverting back to the original language as approved by the Plan Commission, as specified in number 6 above.

Plan Commission

On May 22, the Plan Commission voted 6-0 to recommend to City Council approval of CUP-24-02, with the conditions in the staff report. The Commission conditioned this favorable recommendation on staff evaluating the shared parking arrangement on 8220 Delmar Blvd, prior to presentation of the CUP to the City Council, to ensure the arrangement would have no adverse impacts on the future use of 8220 Delmar Blvd.

On June 26, the Plan Commission voted 5-0 to recommend to City Council approval of the revised site plan for CUP-24-02, with conditions #5 and #7 in the original recommendation, and adding condition #8: "The cut-through that allows pedestrian access from the intersection of Mapleview Drive & Westview Drive to Delmar Boulevard be maintained."

Staff analysis of shared parking impact on the future use of 8220 Delmar Boulevard

Staff used the shared parking table in 400.2130(D)(3) to determine which land uses would comply with the shared parking requirements given the number of parking spaces available between Agudas Israel (38) and the existing building at 8220 Delmar (16). Staff evaluated only uses which are permitted or conditional in the Limited Commercial (LC) zoning district and uses which require parking on a square footage basis (versus uses that are calculated differently, such as a school, which requires parking by number of students).

Currently, 8220 Delmar is used for an insurance agency office. Given the terms of the shared parking arrangement between Agudas Israel and 8220 Delmar, viable future uses for 8220 Delmar include office, recreational facilities, medical/dental offices, and possibly others. Uses that would not comply with the shared parking requirements are retail, restaurant, vet clinic, and convenience/grocery store. However, this analysis assumes the City's parking requirements remain the same and the existing building at 8220 Delmar remains the same. If 8220 Delmar were redeveloped, there may be opportunity to provide additional parking to support other uses. At this time, however, staff is not aware of any plans to change the current use of 8220 Delmar. Additionally, the existing building has been used as an office building for as long as the City's occupancy records go back. Finally, the provisions for shared parking analysis in the zoning code do not require that the parties involved in the agreement consider future uses, because the future uses are unpredictable, and the terms of the agreement depend on the specific uses involved. Staff is satisfied with the shared parking arrangement.



Department of Community 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: 8202 Delmar Blvd. University City MO 63124

2. Zoning District (check one):

SR LR MR HR HRO GC X LC CC IC PA PD

3. Applicant's Name, Corporate or DBA Name, Address and Daytime Telephone:

Rami Berner AIA, Berner Architecture
2488 Beachwood Blvd. Beachwood OH, 44122
216.200.6505

4. Applicant's Interest in the Property: Owner Owner Under Contract Tenant*
Tenant Under Contract* X Other* (explain):

Architect representing the Owner

* Please Note: Zoning Code Section 400.2680 requires that the application may only come from one (1) or more of the owners of record or owners under contract of a lot of record (or zoning lot), or their authorized representative. If you are applying as a tenant, tenant under contract or other, you must attach a letter from the owner stating you are an authorized representative of them and they give you permission to file this application for Conditional Use on their behalf.

5. Owner's Name, Corporate or DBA Name, Address and Daytime Telephone, if other than Applicant:

Agudas Israel of St. Louis
8202 Delmar Blvd. University City, MO 63124
1.314.863.8978

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.).

The proposed project complies with all sections of the zoning code including required setbacks, screening & buffering with the exception of parking for which we are utilizing the zoning code's provisions for shared parking, adjacency to transit and the Plan Commission's discretion to reduce the requirement by 20% based on the unique condition of this project.

b) At the specific location will contribute to and promote the community welfare or convenience.

This project is an expansion of the Agudas Israel synagogue which is currently at this location and serves over 170 households and over 750 residents in the adjacent University City neighborhood.

c) Will not cause substantial injury to the value of neighboring property.

Typically the introduction of an Orthodox Synagogue increases property values significantly as the prohibition of using public or private transit on sabbath requires congregants to walk, and thus requires them to live within a short walking distance.

d) Is consistent with the Comprehensive Plan, neighborhood development plan (if applicable), and any other official planning and development policies of the City.

This location is identified in the Comprehensive Plan as an "Activity Node" in which a place of worship is a secondary use. The proposal puts the building close to the street edge re-enforcing the urban fabric and the sense of the node. Additionally parking is provided at its minimums to meet the plan's goal of less parking and more walkable neighborhoods

e) Will provide off-street parking and loading areas in accordance with the standards contained in Article 7 of the University City Zoning Code

This proposal calculates parking based on section 400.2140 - Place of Worship 1 space for every 3.5 spaces. A 10% reduction has been applied in accordance with 400.2130.E, and some parking space are accomodated in accordance with 400.2130.D. Lastly we are requesting a 20% reduction for our specific situation in accordance with Article 11 400.2700.D.2

** Please Note: You should also submit twelve (12) copies of a memo detailing the following information:

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

A Public Hearing before the Plan Commission is required by Ordinance. Notice of such Public Hearing must be published in a newspaper of general circulation at least fifteen (15) days in advance. Upon receipt of a Plan Commission Recommendation, the City Council must consider this application and supporting information before a Use Permit may be granted. A fee of \$250 must accompany this application.

4/8/2024
Date


Applicant's Signature and Title

Rami Berner AIA, Berner Architecture

Agudas Israel of St. Louis
Representing (if applicable)

FOR OFFICE USE ONLY

Application First Received. _____

Application Fee in the Amount of \$ _____ Receipt # _____

Application returned for corrections, additional data. _____

Final complete application received. _____

File # _____ created. _____



Agudas Israel

- - OF ST. LOUIS - -

אגודת ישראל דסט. לואיס

RABBI MENACHEM
GREENBLATT
Rav

April 9, 2024

MR. BRIAN GLAZER
President

Dear Sir/Madam:

N'Shei Agudah
Women's Organization

Youth Groups

Tehillim Cooperative

Avos U'banim
Father Son Learning

Free Loan Society

Shomer Shabbos
Burial Services

Yahrzeit Memorial
Program

Evening Beis
HaMedrash

Adult Education

Daf Yomi & Mishna
Yomis

Rabbi Zvi Magence
& Fishman Memorial
Library

Agudas Israel of St. Louis designates and authorizes Rami Berner and Berner Architecture Studio as our representative for matters relating to permits and applications required for the University City Conditional Use Permit process.

Sincerely,

Brian Glazer
President

conditional use permit memo

DATE:	17 April 2024	CLIENT NAME:	Agudas Israel of St. Louis
DESIGNED BY:	Rami Berner, BAS	PROJECT NAME:	New Building
ISSUED TO:	U City Plan Commission	PROJECT NUMBER:	2203

Background: *This memo is part of University City's Conditional Use Permit Application for the Agudas Israel of St. Louis.*

Owner's Agent

Name: Rami Berner, AIA Berner Architecture Studio
 Phone: 216.502.6212

Property Owner

Name: Agudas Israel of St. Louis
 Address: 8202 Delmar Blvd.
 University City, MO 63124
 Phone: 314.863.8978

Legal Description:

A PARCEL OF GROUND BEING A PART OF LOTS 4, 5, 6, & 7, IN BLOCK 2, OF UNIVERSITY VIEW SUBDIVISION, RECORDED IN PLAT BOOK 19 PAGE 45, OF THE ST. LOUIS COUNTY RECORDER'S OFFICE, PART OF THE FORMER MAPLEVIEW DRIVE AND FORMER WESTVIEW DRIVE, 50 FEET WIDE, VACATED BY ORDINANCE 7028, RECORDED IN BOOK 22821 PAGE 343, IN THE ST. LOUIS COUNTY RECORDER'S OFFICE, IN UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE EASTERN LINE OF DELMAR BOULEVARD, 80.00 FEET WIDE WITH THE CENTERLINE OF SAID FORMER WESTVIEW DRIVE.

THENCE SOUTH 82 DEGREES 52 MINUTES 03 SECONDS EAST 148.5 FEET, ALONG THE EASTERN LINE OF SAID DELMAR BOULEVARD, TO THE SOUTHERN LINE OF OLD BONHOMME ROAD, IRREGULAR WIDTH, TO A POINT;

THENCE SOUTH 37 DEGREES 34 MINUTES 25 SECONDS EAST 279.73 FEET, ALONG THE SOUTHERN LINE OF SAID OLD BONHOMME ROAD, TO A POINT BEING 25.00 FEET EAST OF THE WESTERN LINE OF SAID LOT 4, TO A POINT;

THENCE SOUTH 52 DEGREES 25 MINUTES 35 SECONDS WEST 130.00 FEET, ALONG A LINE PARALLEL WITH THE WESTERN LINE OF SAID LOT 4, TO A POINT IN THE NORTHERN LINE OF MAPLEVIEW DRIVE, 50 FEET WIDE;

THENCE NORTH 37 DEGREES 34 MINUTES 25 SECONDS WEST 228.32 FEET, ALONG THE NORTHERN LINE OF SAID MAPLEVIEW DRIVE, TO THE WESTERN LINE OF WESTVIEW DRIVE, IRREGULAR WIDTH, TO A POINT;

THENCE NORTH 77 DEGREES 45 MINUTES 10 SECONDS WEST 92.64 FEET, ALONG THE WESTERN LINE OF SAID WESTVIEW DRIVE, TO THE CENTERLINE OF SAID FORMER WESTVIEW DRIVE, TO A POINT;

THENCE NORTH 07 DEGREES 07 MINUTES 57 SECONDS EAST 119.73 FEET, ALONG THE CENTERLINE OF SAID FORMER WESTVIEW DRIVE, TO THE EASTERN LINE OF SAID DELMAR BOULEVARD TO THE POINT OF BEGINNING AND CONTAINING 48,050 SQUARE FEET OR 1.10 ACRES AS PREPARED BY PITZMAN'S COMPANY.

Common Street Address:	8200-8206 Delmar Blvd.	25,300 SF (0.58 Acres)
	568 Mapleview Drive	6,500 SF (0.15 Acres)
	564 Mapleview Drive	6,500 SF (0.15 Acres)
	558 Mapleview Drive	9,750 SF (0.22 Acres)
	Total:	48,050 SF (1.10 Acres)

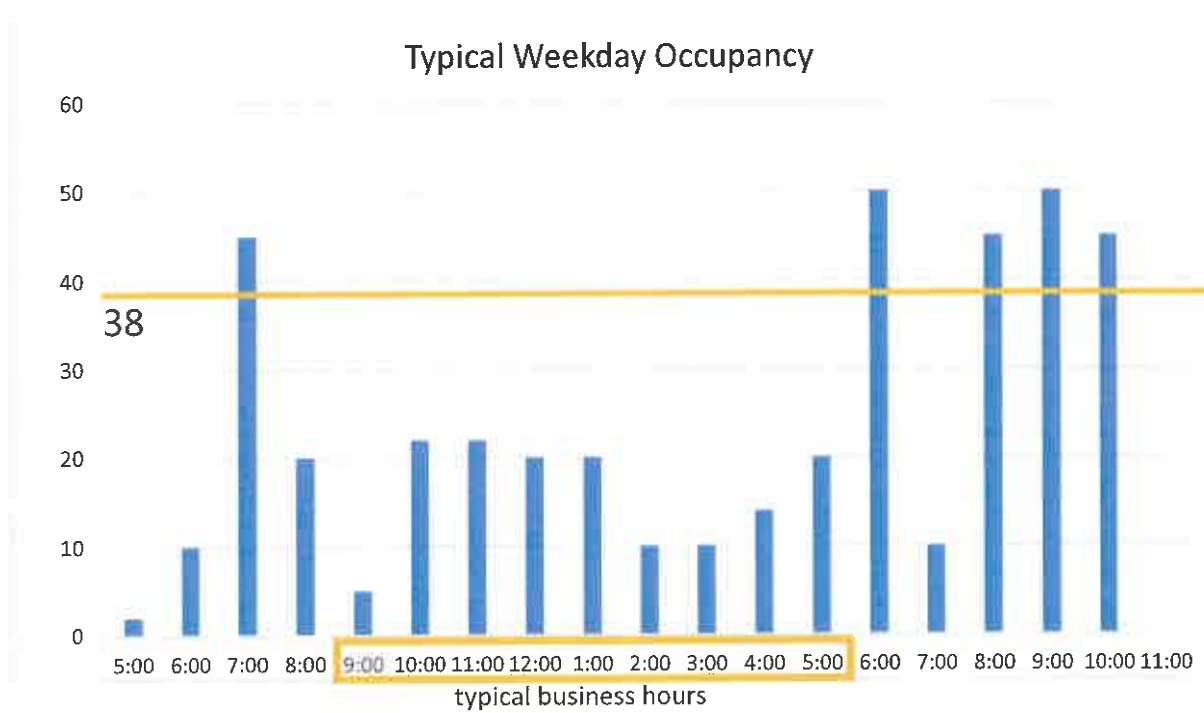
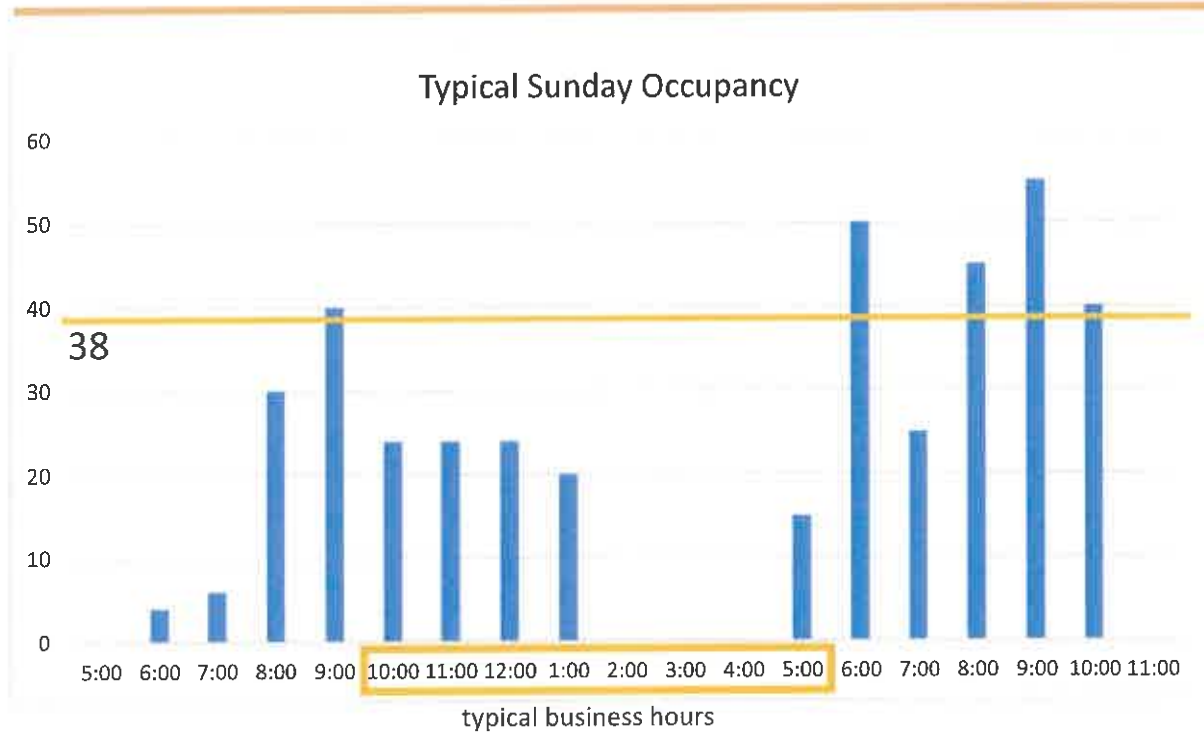
Description of Proposed Conditional Use:

Agudas Israel of St. Louis Synagogue was established in 1980. Since its initial membership of 10 families, it has grown to over 170 member families. From its initial location in a storefront just across Delmar, the Agudas Israel has been in its current location at 8202 Delmar since 1989. Over the last 35 years as the opportunity arose to fill more space in the current building the Agudas Israel has expanded. Today the Agudas Israel remains a vibrant and thriving congregation with almost all of its congregants, residents of University City and residing within a half mile radius. With the opportunity to purchase the empty lots to the south of the current location, Agudas Israel sees the potential to finally build a suitable space for its congregation designed to fit its needs, not compromised to fit into a renovated storefront. Unlike the current location, the proposed building will be able to support its integral programming for the men and women, boys and girls that it serves.

The program of this building will consist of the following primary spaces: Main Sanctuary, Small Chapel (for small weekday prayer services – see below), Social Hall for receptions following Sabbath morning services, and support spaces (offices, storage, classrooms etc.).

As an Orthodox Jewish Synagogue, a typical weekday at Agudas Israel consists of early morning study groups, several consecutive morning services to accommodate different work schedules, small study groups throughout the day, afternoon and evening services, and evening study groups. While the weekday occupancy of the building is relatively low, spread out throughout the day, and almost exclusively adult men, on Sabbath, specifically Saturday morning, men, women and children attend. What is unique is that at these peak occupancy times, driving is not allowed and all congregants without exception walk to synagogue. To illustrate this condition, we have included a log of a typical day's attendance at the end of this memo.

Employee/Staff that will regularly occupy the building is between 4-6 people.



END OF MEMORANDUM



WALKING DISTANCE
7 MIN: 41%
12 MIN: 77%

J. Spetner Investments, LLC
8220 Delmar Blvd.
St. Louis, MO 63124

March 29, 2024

Brian Glazer
President
Agudas Israel of St. Louis
8202 Delmar Blvd.
St. Louis, MO 63124

**RE: PERMISSION TO USE 12 PARKING SPOTS AT 8220 DELMAR
BLVD.**

Dear Mr. Glazer,

Per your recent request, J. Spetner Investments, LLC ("Spetner") agrees to allow Agudas Israel of St. Louis ("Agudas Israel") to use the Spetner parking lot, located at 8220 Delmar Blvd, St. Louis, MO 63124, with respect to the Parking Spaces, as defined below. This letter confirms the understanding between Spetner and Agudas Israel regarding this arrangement.

Parking Spaces: Agudas Israel will be provided a designated part of Spetner's parking lot when parking is needed and shall be limited to the use of 12 parking spaces (the "Parking Spaces") unless otherwise approved in advance and in writing by Spetner.

Parking: Spetner hereby grants Agudas Israel permission to use the Parking Spaces, on a non-exclusive basis, as necessary to accommodate parking for events held at Agudas Israel, subject to the terms of this letter.

Times: Agudas Israel is permitted to use the Parking Spaces outside of normal business hours, including Monday-Friday before 8:00am and after 5:00pm, all of Saturday, and all of Sunday. Agudas Israel will not be permitted to use the Parking Spaces during normal business hours, defined as Monday-Friday, 8:00am - 5:00pm, without written authorization from Spetner. Overnight parking is not permitted.

I understand this agreement will be recorded in St. Louis County, Missouri. To confirm you agree with the terms of this letter, please sign below.

Sincerely,




Jonathan Spetner
President
J. Spetner Investments, LLC

Date: 3/29/24

ACKNOWLEDGED AND ACCEPTED:

Agudas Israel of St. Louis

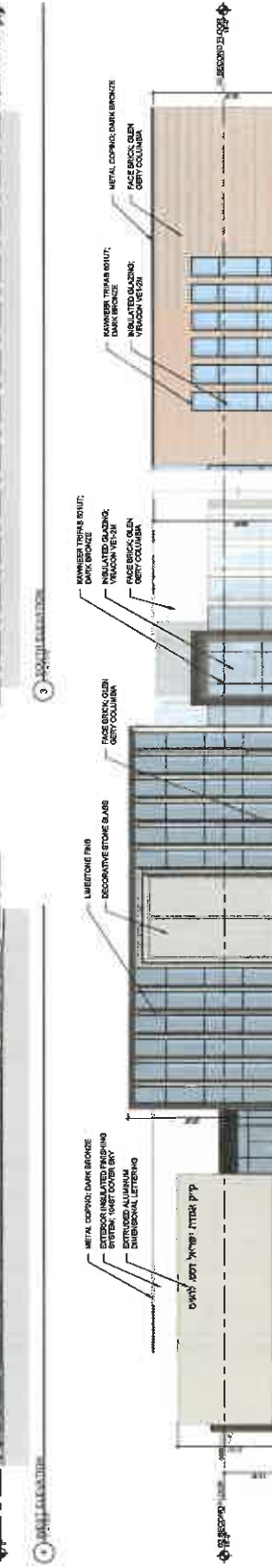
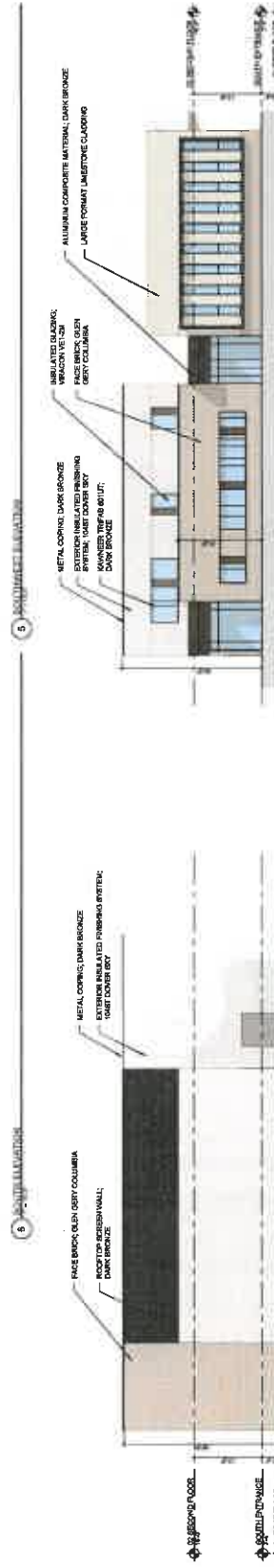
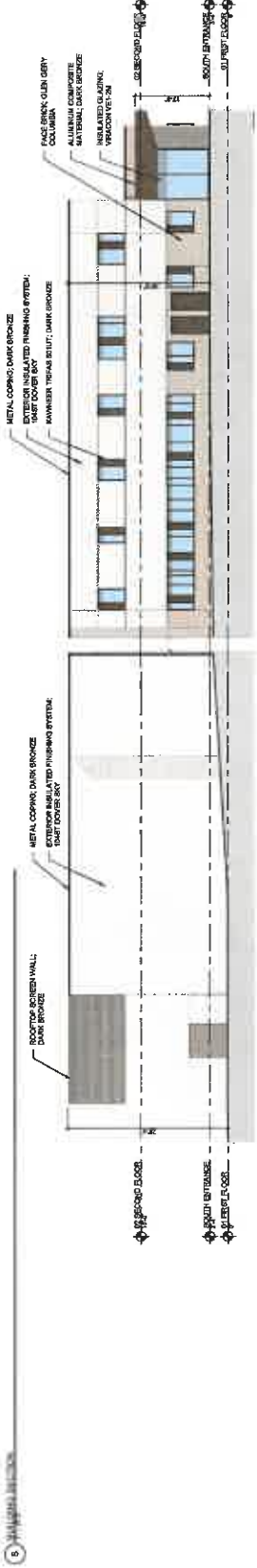
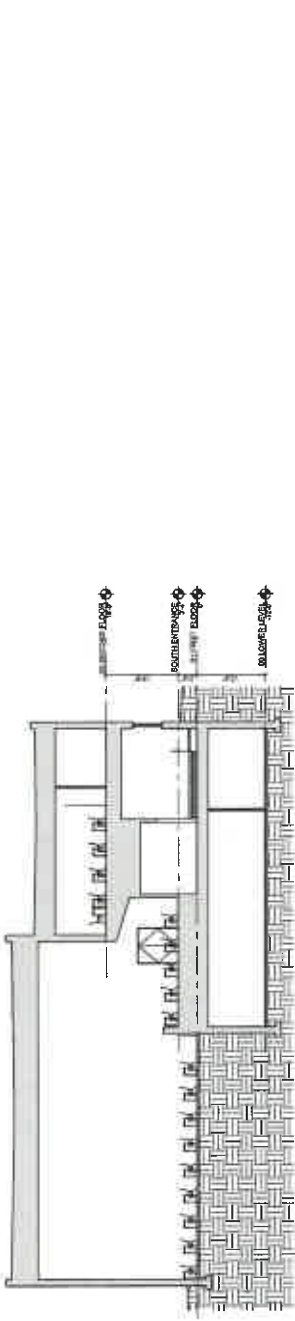
By:  _____

Name: Brian Glazer
Title: President

Date: 3/29/24

GENERAL NOTES

SHEET NOTES



SEAL
PROGRESS PRINTS
 NOT FOR CONSTRUCTION

berner architecture
 studio
 2418 Perimeter Road, Suite 200
 Atlanta, GA 30328

PROJECT NO. 223
AGUDAS ISRAEL
OF ST. LOUIS
NEW SYNAGOGUE
BUILDING

ARCHITECT: berner architecture studio
 2418 Perimeter Road, Suite 200
 Atlanta, GA 30328

DESIGNED FOR	DATE
PERMITTED FOR	DATE
EXHIBITION	DATE

SHEET NO. AS02

GENERAL NOTES

- 1. ALL PLANTING SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
- 2. ALL PLANTING SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
- 3. ALL PLANTING SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
- 4. ALL PLANTING SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
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- 14. ALL PLANTING SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
- 15. ALL PLANTING SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.
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SHEET NOTES

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DG2 Design
Landscape Architecture

2412 Boulevard Blvd., Suite 100
St. Louis, MO 63114
314.433.8888
www.dg2design.com

PROJECT NO. 222

AGUDAS ISRAEL
OF ST. LOUIS
NEW SYNAGOGUE
BUILDING

2727 Delmar Blvd., University City, MO 63114
314.440.8775

ISSUED/REVISED FOR: DATE: 11/20/2024

PLAN COMMISSION: 17-001-2024

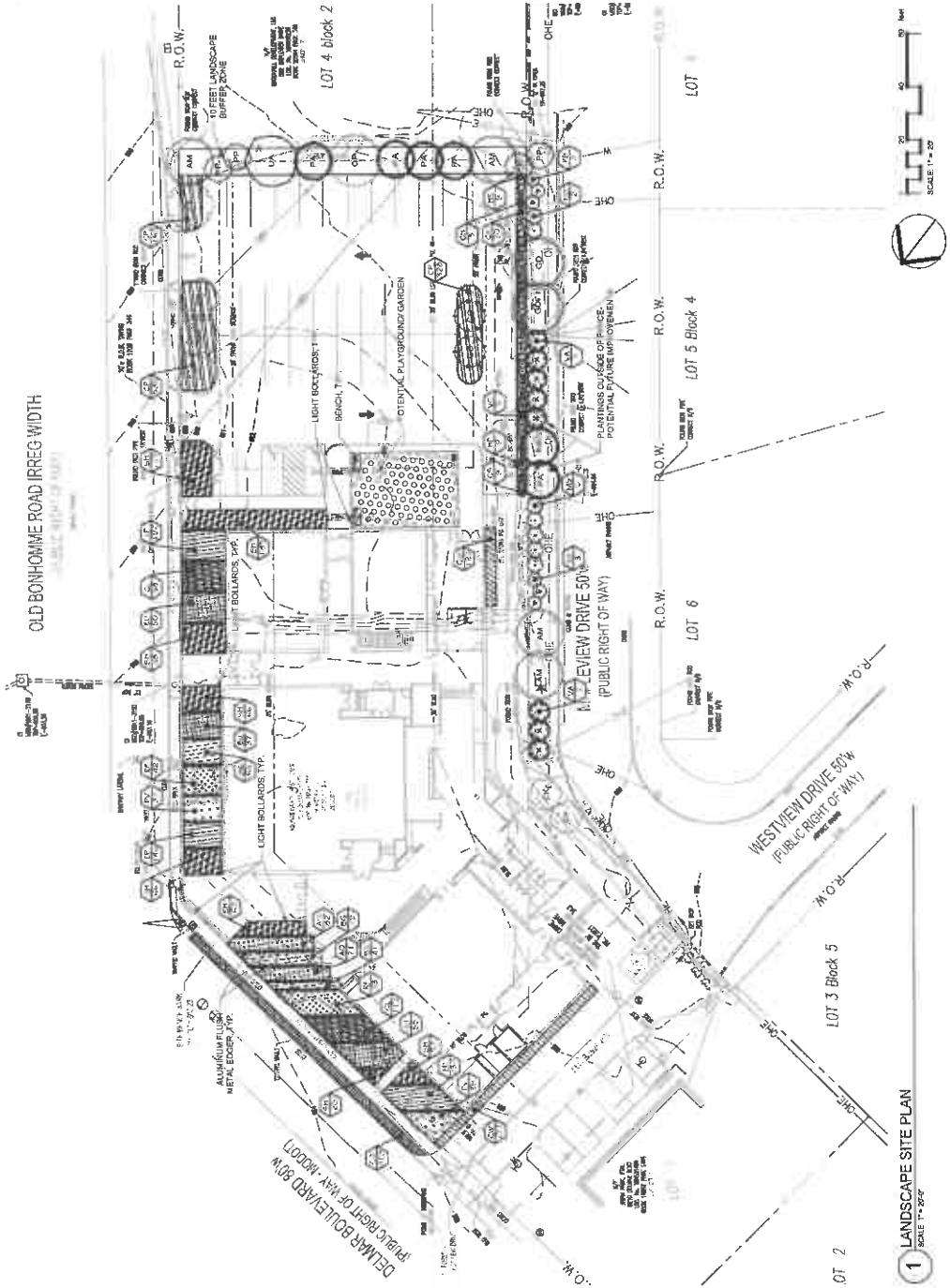
PROGRESS PRINTS
NOT FOR CONSTRUCTION

berner | architecture studio

NO.	DESCRIPTION	DATE
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3	ISSUED FOR PERMITS	11/20/2024
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32	ISSUED FOR PERMITS	11/20/2024

LANDSCAPE SITE PLAN

SHEET NO. **L100**



1 LANDSCAPE SITE PLAN
SCALE 1"=20'

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



NUMBER: <i>For City Clerk Use</i>	UB20240722-01
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SUBJECT/TITLE:
AN ORDINANCE APPROVING VARIOUS DOCUMENTS AND ACTIONS IN CONNECTION WITH THE FURTHER DEVELOPMENT OF REDEVELOPMENT PROJECT AREA 1 OF THE OLIVE BOULEVARD COMMERCIAL CORRIDOR REDEVELOPMENT AREA AND THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT.

PREPARED BY: Gregory Rose, City Manager	DEPARTMENT / WARD All
--	--

AGENDA SECTION: Unfin Business Bill 9552	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:
RE: In April 2023, The Industrial Development Authority of University City, Missouri (the "IDA") issued \$45,760,000 principal amount of Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A (the "Series 2023A Bonds") and \$43,344,456.19 principal amount of Subordinate Taxable Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023B (the "Series 2023B Bonds"). The Series 2023A Bonds and the Series 2023B Bonds are collectively the "Bonds."

STAFF COMMENTS AND BACKGROUND INFORMATION:
See attached staff report.

CIP No.	
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RELATED ITEMS / ATTACHMENTS:
Bill No.9552 including Exhibits A (First Supplemental Trust Indenture), B (Third Amendment to Redevelopment Agreement), C (First Amendment to Amended and Restated District Project Agreement) and D (Parcel Development Agreement).

LIST CITY COUNCIL GOALS (5):
Economic Development

RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose	MEETING DATE: 7/22/24
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AGENDA ITEM – STAFF REPORT

MEETING DATE: July 8, 2024
DEPARTMENT: City Manager’s Office
AGENDA ITEM TITLE: New Business – Bill 9552

AGENDA ITEM TITLE:

AN ORDINANCE APPROVING VARIOUS DOCUMENTS AND ACTIONS IN CONNECTION WITH THE FURTHER DEVELOPMENT OF REDEVELOPMENT PROJECT AREA 1 OF THE OLIVE BOULEVARD COMMERCIAL CORRIDOR REDEVELOPMENT AREA AND THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT.

ADDITIONAL BACKGROUND INFORMATION:

In April 2023, The Industrial Development Authority of University City, Missouri (the “IDA”) issued \$45,760,000 principal amount of Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A (the “Series 2023A Bonds”) and \$43,344,456.19 principal amount of Subordinate Taxable Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023B (the “Series 2023B Bonds”). The Series 2023A Bonds and the Series 2023B Bonds are collectively the “Bonds.”

The Bonds are payable from Tax Increment Financing (“TIF”) Revenues and the 1% Community Improvement District (“CID”) sales tax (half of which is collected by TIF under the TIF Act). However, if Dierbergs located at the project, the Bond documents and related documents (such as the Redevelopment Agreement) allowed the CID revenues *not* captured by TIF (i.e., 50% of the total CID revenues) generated from the Dierbergs parcel to be applied to costs of redeveloping the Dierbergs parcel instead of being applied to pay the Bonds. As it turns out, Dierbergs decided not to locate to the project.

In an effort to attract a “Large Retailer” (defined as one or more retail users expected to collectively generate at least \$15 million of annual retail sales subject to the CID sales tax by their third year of operation) to an undeveloped project parcel, the Developer has requested that the Bond documents and related documents be amended to provide what had been offered to Dierbergs – namely, the portion of the CID revenues not captured by TIF and generated from a Large Retailer could be applied to costs of redeveloping the undeveloped parcels instead of being applied to pay the Bonds.

The proposed amendments must be approved by the IDA, the CID, the City and at least 50% of the Bondholders. Stifel (the underwriter of the Bonds) has advised the City that Bondholders may be willing to approve the amendments if the Bondholders believe the overall revenues available for repayment of the Bonds will be greater due to the addition of a Large Retailer. Stifel plans to start contacting Bondholders about the proposed amendment after this Bill is introduced.

This Bill approves various documents and related actions necessary to attract a Large Retailer as requested by the Developer.

INTRODUCED BY: Councilmember Steve McMahon

DATE: July 8, 2024

BILL NO. 9552

ORDINANCE NO. _____

AN ORDINANCE APPROVING VARIOUS DOCUMENTS AND ACTIONS IN CONNECTION WITH THE FURTHER DEVELOPMENT OF REDEVELOPMENT PROJECT AREA 1 OF THE OLIVE BOULEVARD COMMERCIAL CORRIDOR REDEVELOPMENT AREA AND THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, the City of University City, Missouri (the “City”) has entered into various documents in connection with redevelopment of property located within Redevelopment Project Area 1 of the Olive Boulevard Commercial Corridor Redevelopment Area (“RPA 1”) and The Markets at Olive Community Improvement District (the “District”), including, without limitation:

(a) the Redevelopment Agreement dated June 13, 2019 among the City, U. City, L.L.C. and U. City TIF Corporation (collectively, the “Developer”), as amended by the First Amendment to Redevelopment dated June 29, 2020 and the Second Amendment to Redevelopment Agreement dated March 15, 2023 (collectively, the “Prior Redevelopment Agreement”); and

(b) the Amended and Restated District Project Agreement dated March 15, 2023 among the City, the District and the Developer (the “Prior District Project Agreement”); and

WHEREAS, to provide financing for portions of the RPA 1 Redevelopment Project (as defined in the Prior Redevelopment Agreement) and the District Project (as defined in the Prior District Project Agreement), The Industrial Development Authority of University City, Missouri (the “Authority”) issued its (a) \$45,760,000 original principal amount Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A (the “Series 2023A Bonds”) and (b) \$43,344,456.19 original principal amount Subordinate Taxable Tax Increment and Special District Revenue Notes (Market at Olive Project), Series 2023B (the “Subordinate Notes” and, together with the Series 2023A Bonds, the “Bonds”), pursuant to a Trust Indenture dated as of April 1, 2023 (the “Indenture”) between the Authority and BOKF, N.A., as trustee (the “Trustee”); and

WHEREAS, the Developer has proposed further development activities in RPA 1 and the District, which, if undertaken, will require amendments to the Indenture, the Prior Redevelopment Agreement, the Prior District Project Agreement, as well as the approval of a parcel development agreement among the City, the District, the Developer and the Authority; and

WHEREAS, the City Council finds and determines that it is in the best interests of the City to approve the documents and actions necessary to facilitate the Developer’s proposed development;

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

Section 1. The City Council hereby approves the execution and delivery of the First Supplemental Trust Indenture between the Authority and the Trustee in substantially the form attached hereto as **Exhibit A**, subject to the bondholder consent provisions of the Indenture.

Section 2. The City Council hereby approves the following documents (collectively, the “City Documents”), in substantially the forms presented to, reviewed by the City Council and attached to this Ordinance (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officer or officers of the City executing such documents, such officer’s or officers’ signatures thereon being conclusive evidence of his, her or their approval thereof:

(a) Third Amendment to Redevelopment Agreement between the City and the Developer in substantially the form attached hereto as **Exhibit B**;

(b) First Amendment to Amended and Restated District Project Agreement among the City, the District and the Developer in substantially the form attached hereto as **Exhibit C**; and

(c) Parcel Development Agreement among the City, the District, the Developer and the Authority in substantially the form attached hereto as **Exhibit D**.

Section 3. The City Manager is hereby authorized and directed to execute and deliver, on behalf of the City, 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. The City Clerk is hereby authorized and directed to attest to 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 4. The City shall, and the officers, agents and employees of the City are hereby authorized and directed 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 City Documents.

Section 5. 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 6. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

[Remainder of Page Intentionally Left Blank]

PASSED and ADOPTED THIS _____ DAY OF _____, 2024.

MAYOR

(Seal)

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

EXHIBIT A
FIRST SUPPLEMENTAL TRUST INDENTURE

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE (this “*First Supplemental Indenture*”) is made and entered into as of [*Date*], 2024, by and between **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF UNIVERSITY CITY, MISSOURI**, a public corporation duly organized and validly existing under the Constitution and laws of the State of Missouri (the “*Authority*”), and **BOKF, N.A.**, St. Louis, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America and having a corporate trust office located in St. Louis, Missouri, as trustee (the “*Trustee*”), to amend and supplement the Trust Indenture dated as of April 1, 2023, by and between the Authority and the Trustee (the “*Original Indenture*”). Unless otherwise defined herein, capitalized words and terms used herein shall have the meanings ascribed to such terms in the Original Indenture.

RECITALS:

A. Pursuant to the Original Indenture, the Authority issued and delivered its (1) \$45,760,000 original principal amount Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A (the “*Series 2023A Bonds*”) and (2) \$43,344,456.19 original principal amount Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B (the “*Subordinate Notes*”) for the purposes of (i) refunding the City TIF Notes, (ii) funding a debt service reserve fund to secure the Series 2023A Bonds, (iii) funding capitalized interest on the Series 2023A Bonds, (iv) financing additional costs of the RPA 1 Redevelopment Project and the RPA 2 Redevelopment Project, and (v) paying the costs of issuance of the Series 2023A Bonds and the Subordinate Notes.

B. The Series 2023A Bonds and the Subordinate Notes are payable from certain TIF Revenues and District Sales Tax Revenues, including, without limitation, the CID Portion of the District Sales Tax Revenues described in the Original Indenture.

C. The entirety of the RPA 1 Redevelopment Project and the District Project have not yet been completed. Within the boundaries of RPA 1 and The Markets at Olive Community Improvement District (the “*District*”) there remain areas, both north and south of Olive Boulevard, as shown on the map attached as **Exhibit A** hereto, that could accommodate large retailers (as shown on **Exhibit A** attached hereto, the “*Undeveloped Parcels*”).

D. The Original Indenture contemplates that the District Sales Tax Revenues that are not otherwise classified as TIF Revenues and that are generated from an approximately 65,000 square foot grocery store and other commercial uses to be located on approximately seven acres of RPA 1 located south of Olive Boulevard could, pursuant to a South Anchor Parcel Development Agreement, be excluded from the CID Portion of the District Sales Tax Revenues available to repay the Series 2023A Bonds and the Subordinate Notes and, instead, be used to finance additional components of the District Project associated with the proposed grocery store and other commercial uses.

E. As of the date of this First Supplemental Indenture, no South Anchor Parcel Development Agreement has been executed and there are no agreements to locate a grocery store on the aforementioned seven acres of RPA 1.

F. The Developer has informed the Authority that additional components of the District Project will need to be financed and constructed to incentivize the redevelopment of the Undeveloped Parcels.

G. The Authority desires to amend the Original Indenture to allow for District Sales Tax Revenues generated from any Large Retailer (as defined herein) on any Undeveloped Parcel to be excluded from the CID Portion of the District Sales Tax Revenues available to repay the Series 2023A Bonds and the Subordinate Notes and, instead, be used to finance additional components of the District Project pursuant to a Parcel Development Agreement (as defined herein).

H. On July 2, 2024, the Authority’s Board of Directors passed Resolution No. _____ authorizing the execution of this First Supplemental Indenture.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Authority and the Trustee hereby agree as follows:

**ARTICLE I.
DEFINITIONS AND RULES OF CONSTRUCTION**

Section 101. Definitions of Words and Terms.

(a) The following definitions in **Section 101** of the Original Indenture are hereby amended to read as follows:

“**CID Portion of District Sales Tax Revenues**” means the District Sales Tax Revenues, less (1) the TIF Portion of District Sales Tax Revenues, which shall be deposited into the District Revenues Account of the Revenue Fund pursuant to **Section 402(b)**, (2) any District Sales Tax Revenues described in a Parcel Development Agreement that will be used to reimburse the Developer or a Sub-Developer for costs associated with a portion of the District Project and (3) District Expenses. For avoidance of doubt, after June 9, 2042 (i.e., the expiration of tax increment financing in RPA 1), there will be no further TIF Portion of District Sales Tax Revenues.

“**Parcel Development Agreement**” means a parcel development agreement among the City, the Developer and, if applicable, the Sub-Developer, the District and the Authority relating to the redevelopment of an Undeveloped Parcel, pursuant to which (a) Developer or the Sub-Developer will complete or cause to be completed a component of the RPA 1 Redevelopment Project and the District Project to accommodate a Large Retailer and (b) District Sales Tax Revenues generated within the applicable Undeveloped Parcel, both from the Large Retailer and any additional retail uses on the Undeveloped Parcel, may be made available to finance or refinance the components of the District Project completed by the Developer or Sub-Developer. For avoidance of doubt, a Parcel Development Agreement may not affect the application of the TIF Portion of the District Sales Tax Revenues, which will continue to be included in Net Revenues available for the repayment of the Bonds.

(b) The following definitions are hereby added to **Section 101** of the Original Indenture:

“**Large Retailer**” means one or more retail users identified on a Large Retailer Certification that are proposed to be located on an Undeveloped Parcel or collectively on adjacent Undeveloped Parcels.

“**Large Retailer Certification**” means a written certification signed by the Authorized District Representative identifying the retail user or users constituting the applicable Large Retailer and including an analysis, prepared by a planning consultant reasonably acceptable to the Authority and the Purchaser of any Bonds Outstanding, stating that the identified retail user or users

constituting the applicable Large Retailer are expected to generate at least \$15,000,000 of annual retail sales subject to the District Sales Tax by the third full calendar year of operation.

“Undeveloped Parcel” means any area, as more fully defined in a Parcel Development Agreement, that includes all or a portion of the areas designated as an “Undeveloped Parcel” on the map attached as **Exhibit A** to this First Supplemental Indenture and has not yet been developed as of the date of the applicable Parcel Development Agreement.

**ARTICLE II.
APPROVAL OF FIRST SUPPLEMENTAL INDENTURE**

Section 201. Approval of First Supplemental Indenture. The Trustee represents that, pursuant to **Section 1002** of the Original Indenture, notice of this First Supplemental Indenture was properly provided to all Owners of the Outstanding Bonds and that a majority in aggregate principal of the Priority Bonds Outstanding consented to and approved the execution of this First Supplemental Indenture by the Authority and the Trustee.

**ARTICLE III.
MISCELLANEOUS PROVISIONS**

Section 301. Ratification of Indenture. Except as modified or amended by the terms of this First Supplemental Indenture, all other provisions of the Indenture are hereby ratified and confirmed.

Section 302. Execution in Counterparts. This First Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, The Industrial Development Authority of University City, Missouri has caused this First Supplemental Indenture to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and to evidence its approval of, BOKF, N.A., has caused this First Supplemental Indenture to be signed in its name and behalf by its duly authorized officer, all as of the day and year first above written.

**THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF UNIVERSITY CITY,
MISSOURI**

[SEAL]

By _____
President

ATTEST:

Secretary

IN WITNESS WHEREOF, BOKF, N.A., has caused this First Supplemental Trust Indenture to be signed in its name and behalf by one of its duly authorized officers as of the day first above written.

BOKF, N.A., as Trustee

By: _____
Name: _____
Title: _____

EXHIBIT B

THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT

THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT

This **THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT** (this “*Third Amendment*”) is made as of _____, 2024 (the “Effective Date”), by and among the **CITY OF UNIVERSITY CITY, MISSOURI** (the “*City*”), an incorporated political subdivision of the State of Missouri, and **U. CITY, L.L.C.**, a Missouri limited liability company, and **U. CITY TIF CORPORATION**, a Missouri corporation (collectively, the “*Developer*”). *All capitalized terms not otherwise defined herein shall have meanings ascribed to such terms in the below-defined Agreement.*

RECITALS:

A. The City and the Developer are parties to that certain Redevelopment Agreement dated as of June 13, 2019, as amended by the First Amendment to Redevelopment Agreement dated June 29, 2020 and the Second Amendment to Redevelopment Agreement dated March 15, 2023 (collectively, the “*Prior Redevelopment Agreement*” and as further amended by this Third Amendment, the “*Agreement*”) relating to the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan and the “*RPA 1 Redevelopment Project*” described therein.

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

AGREEMENT

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

1. Amendments to Definitions.

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

“*Large Retailer*” means one or more retail users expected to collectively generate at least \$15,000,000 of annual retail sales subject to the District Sales Tax by their third full calendar year of operation that are proposed to be located on an Undeveloped Parcel or collectively with adjacent Undeveloped Parcels, as certified pursuant to the requirements of the trust indenture associated with any outstanding TIF Bonds.

“*Undeveloped Parcel*” means any area, as more fully defined in a Parcel Development Agreement, that includes all or a portion of the areas designated as an “Undeveloped Parcel” on the map attached as **Exhibit A** hereto and has not yet been developed as of the date of the applicable Parcel Development Agreement.

B. **Section 1.1** of the Prior Redevelopment Agreement is hereby amended by deleting the definitions of Parcel Development Agreement, RPA 2/3 Annual Retainage Amount and TIF Bonds, and inserting the following definitions in lieu thereof:

“*Parcel Development Agreement*” means a parcel development agreement among the City, the Developer, and, if applicable, the Sub-Developer, the District and the IDA, pursuant to which

the Developer or the Sub-Developer will agree to undertake a portion of the RPA 1 Redevelopment Project and, if applicable, the District Project.

“*RPA 2/3 Annual Retainage Amount*” means: (1) the amount of \$92,000 per calendar year, beginning with calendar year 2023, of TIF Revenues generated within RPA 1 or (2) the amount of \$200,000 per calendar year, beginning with the calendar year in which a Large Retailer opens for business, and ending June 9, 2042. The RPA 2/3 Annual Retainage Amount per (2) shall be prorated (on a daily basis using 365 days) in the initial year based on the number of days that the Large Retailer is open for business. The RPA 2/3 Annual Retainage Amount will be paid from TIF Revenues on deposit in the Special Allocation Fund and not funded from any District Revenues.

“*TIF Obligations*” means, collectively, the TIF Notes and the TIF Bonds, including, without limitation, the IDA’s (a) \$45,760,000 original principal amount Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A, (b) \$43,344,456.19 original principal amount Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B, and (c) and any notes, bonds or other obligations issued to refund or refinance the aforementioned bonds and notes.

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

(a) The City acknowledges that a Certificate of Substantial Completion has been approved for the North Phase. The Developer shall complete the Initial Work (as evidenced by the City’s acceptance or deemed acceptance of a Certificate of Substantial Completion for the Initial Work) for the South Phase no later than December 31, 2027.

3. Community Improvement District. Section 3.12(g) of the Prior Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

(g) The City and the Developer may enter into one or more Parcel Development Agreements with Sub-Developers, the District and/or the IDA to complete portions of the RPA 1 Redevelopment Project and the District Project. Notwithstanding anything to the contrary in this Agreement, a Parcel Development Agreement for a Large Retailer may provide for the use of District Revenues generated from a portion of RPA 1 described in the applicable Parcel Development Agreement to reimburse the Developer or Sub-Developer, as applicable, for eligible costs of the District Project, to the extent those District Revenues are *not* (1) generated from the North Phase Anchor Site, (2) captured by tax increment financing by operation of the TIF Act and (3) otherwise pledged to the payment of bonds or other obligations. The terms of any such reimbursement will be described in the applicable Parcel Development Agreement. The City’s execution of a Parcel Development Agreement shall constitute the City’s consent to the issuance by or on behalf of the District of any bonds or notes described therein.

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

(v) the City may terminate this Agreement with respect to the South Phase if the Developer (and/or a Sub-Developer operating pursuant to a Parcel Development Agreement) does not complete the Initial Work (as evidenced by the City’s acceptance or deemed acceptance of a Certificate of Substantial Completion for the Initial Work) for the South Phase by December 31, 2027.

5. Reimbursement to City. Simultaneous with the execution of this Third Amendment, the Developer will pay or reimburse the City and its attorneys for costs associated with the negotiation and execution of this Third Amendment and associated activities.

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

7. Counterparts. This Third Amendment may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

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

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
Gregory E. Rose, City Manager

Attest:

LaRette Reese, City Clerk

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

On this ___ day of _____, 2024, before me appeared **GREGORY E. ROSE**, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said **GREGORY E. ROSE** acknowledged said instrument to be the free act and deed of said City.

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

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

(SEAL)

My Commission Expires:

[Third Amendment to Redevelopment Agreement]

U. CITY, L.L.C.

By: _____
Name: _____
Title: _____

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

On this ___ day of _____, 2024, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of **U. CITY, L.L.C.**, a Missouri limited liability company, and that he is authorized to sign the foregoing instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument as said limited liability company’s free act and deed.

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

Notary Public

(SEAL)

My Commission Expires:

U. CITY TIF CORPORATION

By: _____
Name: _____
Title: President

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

On this ___ day of _____, 2024, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the President of **U. CITY TIF CORPORATION**, a Missouri corporation, and that he is authorized to sign the foregoing instrument on behalf of said corporation, and acknowledged to me that he executed the within instrument as said corporation's free act and deed.

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

Notary Public

(SEAL)

My Commission Expires:

EXHIBIT C

**FIRST AMENDMENT TO
AMENDED AND RESTATED DISTRICT PROJECT AGREEMENT**

**FIRST AMENDMENT TO
AMENDED AND RESTATED DISTRICT PROJECT AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DISTRICT PROJECT AGREEMENT (this “*First Amendment*”) is made and entered into as of _____, 2024, by and among the **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated political subdivision of the State of Missouri (the “*City*”), **THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the “*District*”), and **U. CITY, L.L.C.**, a Missouri limited liability company, and **U. CITY TIF CORPORATION**, a Missouri corporation (collectively, the “*Developer*” and together with the City and the District, the “*Parties*”). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the below-defined District Project Agreement and the Redevelopment Agreement dated as of June 13, 2019, as amended by the First Amendment to Redevelopment Agreement dated June 29, 2020, the Second Amendment to Redevelopment Agreement dated March 15, 2023, and the Third Amendment to Redevelopment Agreement dated July __, 2024 (collectively, the “*Redevelopment Agreement*”).

RECITALS:

A. The City, the District and the Developer are parties to that certain Amended and Restated District Project Agreement (the “*Original District Project Agreement*” and as further amended by this First Amendment, the “*District Project Agreement*”) relating to the “*District Project*” described therein.

B. The Parties desire to amend certain provisions of the Original District Project Agreement, as provided herein, which amendments are necessary or desirable to facilitate completion of additional components of the District Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Funding of the District Project. Section 8 of the Original District Project Agreement is hereby deleted in its entirety and replaced with the following:

Section 8. Funding of the District Project.

(a) The Industrial Development Authority of University City, Missouri (the “*IDA*”), at the request of the City and the District, has issued its (1) \$45,760,000 original principal amount Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A, and (2) \$43,344,456.19 original principal amount Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B (together with any notes, bonds or other obligations issued to refund or refinance such bonds and notes, the “*TIF Obligations*”) to finance and refinance certain costs of the District Project. The District shall, subject to annual appropriation and further subject to subsection (c) below with respect to revenues pledged (subject to annual appropriation) to the repayment of the below-defined PDA Reimbursement Obligations, if any, transfer all CID Portion of District Sales Tax Revenues collected by the District to the trustee for the TIF Obligations (the “*Bond Trustee*”) on the first calendar day of each month (or if the first calendar day is not a Business Day (as defined in the indenture authorizing the TIF Obligations), the next Business Day), for application to the payment of the TIF Obligations.

(b) Notwithstanding anything in subsection (a) to the contrary, the City, the District, the Developer, a Sub-Developer and/or the IDA may, from time to time, enter into Parcel Development Agreements regarding completion of portions of the District Project, which Parcel Development Agreements may provide for District Sales Tax Revenues generated from a certain property or properties that would otherwise be included in the CID Portion of District Sales Tax Revenues to be used to reimburse the Developer or a Sub-Developer for District Project costs (or pay debt service on obligations issued by or on behalf of the District to reimburse the Developer or the Sub-Developer for District Project costs) (“*PDA Reimbursement Obligations*”). However, so long as the TIF Obligations are outstanding, no Parcel Development Agreement may provide for the use of District Sales Tax Revenues to pay PDA Reimbursement Obligations unless such use is (1) permitted by the trust indenture associated with the TIF Obligations or (2) subordinate to the TIF Obligations. For purposes of clarification, the Parties agree that the Parcel Development Agreement dated as of _____, 2024 among the Parties relating to the “Lot C Project” (as defined therein) is permitted by the trust indenture associated with the TIF Obligations.

(c) The City agrees that all ordinances or indentures entered into in connection with the TIF Obligations or any other bonds, notes or other obligations associated with the RPA 1 Redevelopment Project and the District Project (collectively, the “*Project Obligations*”) will provide for the distribution of District Expenses prior to payment of debt service on the Project Obligations. If the applicable ordinance or indenture does not provide for the distribution of District Expenses to the District, the District may withhold District Expenses from the transfer of the CID Portion of District Sales Tax Revenues to the Bond Trustee. “District Expenses” means, beginning with calendar year 2019, the actual costs and expenses incurred by the District to administer the District and necessary to comply with the CID Act, the Redevelopment Agreement, and this Agreement, which, for calendar year 2019 shall equal \$12,000 and, for each subsequent year, shall equal the preceding year’s District Expenses increased by 3% (unless a lesser amount is requested by the District).

(d) The District shall not issue any notes, bonds or other obligations of its own without the prior written permission of the City (provided, however, the City’s execution of a Parcel Development Agreement authorizing the issuance of notes, bonds or other obligations shall constitute the City’s consent to such issuance). Following payment of or expiration of the Project Obligations (including any PDA Reimbursement Obligations), District Sales Tax Revenues may be used for any purpose under the CID Act; provided, however, that the District shall take such steps as necessary under the CID Act and other applicable law to terminate the imposition of the District Sales Tax.

(e) The District will not impose any special assessment or other tax on property within the District without the written consent of the fee owner(s) of such parcel.

(f) For purposes of this Section:

(1) “*CID Portion of District Sales Tax Revenues*” means the District Sales Tax Revenues, less (A) the TIF Portion of District Sales Tax Revenues, (B) any District Sales Tax Revenues described in a Parcel Development Agreement, which shall be used to reimburse the Developer or a Sub-Developer for costs associated with a portion of the District Project and (C) District Expenses. For avoidance of doubt, after June 9, 2042 (i.e., the expiration of tax increment financing in RPA 1), there will be no further TIF Portion of District Sales Tax Revenues.

(2) “*District Sales Tax Revenues*” means the revenues from the District Sales Tax actually received by the District from the Missouri Department of Revenue.

(3) “*TIF Portion of District Sales Tax Revenues*” means 50% of the District Sales Tax Revenues, to the extent tax increment financing remains in effect within the District.

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

3. Counterparts. This First Amendment may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed in their respective names and attested as to the date first above written.

CITY OF UNIVERSITY CITY, MISSOURI

(SEAL)

Attest:

By: _____
City Manager

City Clerk

[First Amendment to Amended and Restated District Project Agreement]

**THE MARKETS AT OLIVE COMMUNITY
IMPROVEMENT DISTRICT**

(SEAL)

Attest:

By: _____
Name: _____
Title: Chairman

By: _____
Name: _____
Title: Secretary

U. CITY, L.L.C.

By: _____
Name: _____
Title: _____

U. CITY TIF CORPORATION

By: _____
Name: _____
Title: _____

Pursuant to Section 4.5(c) of the Financing Agreement dated as of April 1, 2023 among the Authority, the City and the District, BOKF, N.A., as Trustee, hereby consents to the foregoing First Amendment.

BOKF, N.A., as Trustee

By: _____
Name: _____
Title: _____

[First Amendment to Amended and Restated District Project Agreement]

EXHIBIT D
PARCEL DEVELOPMENT AGREEMENT

PARCEL DEVELOPMENT AGREEMENT

This PARCEL DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the __ date of _____, 2024, by and among the undersigned THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT, a political subdivision of the State of Missouri (“District”), the CITY OF UNIVERSITY CITY, MISSOURI, a political subdivision of the State of Missouri (“City”), THE INDUSTRIAL DEVELOPMENT AUTHORITY OF UNIVERSITY CITY, MISSOURI, a corporation organized pursuant to Chapter 349 of the Revised Statutes of Missouri (the “IDA”), U. CITY, L.L.C., a Missouri limited liability company, (“UCLLC”), and U.CITY TIF CORPORATION, a Missouri corporation (“TIF Corp” and, together with UCLLC, the “Developer”).

RECITALS

A. The District was established pursuant to Ordinance No. 7131 passed on July 13, 2020 (the “Formation Ordinance”) and the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “CID Act”).

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

C. Pursuant to Ordinance Nos. 7153 and 7208, approved by the City Council on June 14, 2021 and November 28, 2022, respectively, the City approved expansions to the District’s boundaries, which expansions included the property legally described on Exhibit A attached hereto and incorporated by this reference (the “Lot C”).

D. Pursuant to Ordinance No. 7224, approved by the City Council on February 13, 2023, the City entered into that certain Amended and Restated District Project Agreement (the “ARDPA”) with the District and the Developer for the funding of the District Project.

E. Section 8(c) of the ARDPA contemplates the development of all or a portion of Lot C (as hereinafter described, the “Lot C Project”) by Developer, and provides for the funding of such development with a portion of the proceeds from the community improvement district sales and use tax imposed by the District in the amount of one percent (1.0%) pursuant to Resolution No. 2020-4 of the District (the “District Sales Tax”).

G. Pursuant to Resolution No. 2024-02 approved by the IDA on July 2, 2024, the IDA approved execution of this Agreement, and pursuant to Ordinance No. ____, approved by the City Council on July ____, 2024, the City authorized the execution of this Agreement.

AGREEMENT:

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

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

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

Section 3. Authority of the Developer. Developer has full corporate and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary corporate proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

Section 4. Authority of the IDA. The IDA has full corporate and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary corporate proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the IDA, enforceable in accordance with its terms.

Section 5. Covenants Regarding the Lot C Project. The “Lot C Project” shall consist of (but shall not be limited to), the following: (i) site improvement work and preparation of Lot C and construction thereon of surface parking and/or a parking deck; which parking is

suitable for a commercial retail building (to be constructed by a third party) for occupation of a general merchandise retailer of at least 80,000 sq. ft., (ii) access drives and improvements, (iii) public utilities, (iv) right-of-way, and (v) any other work necessary for completion of site work and other improvements to serve the District. In consideration for the financing and support contemplated under this Agreement, Developer agrees to complete or cause the substantial completion of the Lot C Project by December 31, 2027, subject to extension due to events of force majeure; *provided, however*, that the sole remedy of the District, the IDA, or the City for Developer's failure to complete the Lot C Project within such timeframe shall (after the provision of written notice and one hundred eighty (180) days' opportunity to cure) be the termination of this Agreement, upon which termination any obligation to cause the issuance of the Lot C CID Notes shall cease.

Section 6. Lot C Project – District Financing.

(a) Subject to Developer's compliance with the other terms of this Agreement, and subject to approval of the governing board of the IDA, the IDA, the District, the City and the Developer shall cooperate to cause the IDA to issue one or more revenue notes (collectively, the "Lot C CID Note") to or at the direction of Developer, to evidence Developer's right to reimbursement for costs incurred by or on behalf of Developer with respect to the Lot C Project, to the extent that such costs are eligible for reimbursement under the CID Act. The Lot C CID Note shall be in the principal amount of not to exceed \$5,000,000.00 plus costs of issuance, shall have a final maturity of not later than June 9, 2052, shall bear interest at the rate of 10.00% per annum, and be subject to the other terms and conditions set forth in the trust indenture approved by the IDA in connection with the issuance of the Lot C CID Note.

(b) So long as the TIF Obligations are outstanding, the Lot C CID Note shall be payable solely from revenue from District Sales Tax generated within Lot C which revenue is not pledged by the District, pursuant to Sections 8(a) and (b) of the ARDPA (as it exists on the date of this Agreement), for application to the payment of the TIF Obligations (as defined in the ARDPA), less the allocable share (based upon the acreage of the Lot C as a percentage of the total acreage within the District) of expenses of the District (such revenues less allocable expenses being the "Lot C Revenues"). Notwithstanding any provision of this Agreement to the contrary, so long as the Lot C CID Note is outstanding, the District shall, subject to annual appropriation, transfer all Lot C Revenues to the trustee for the Lot C CID Note on the 15th day of each month (or if the 15th is not a Business Day (as defined in the indenture authorizing the Lot C CID Note), the next Business Day), for application to the payment of the Lot C CID Note. In the event that, prior to the maturity or earlier termination of the Lot C CID Note, the District fails to appropriate Lot C Revenues to the payment of the Lot C CID Note as contemplated by this Agreement, then the District and the IDA shall each cause to be filed with the Municipal Securities Rulemaking Board

at www.emma.msrb.org (or any successor repository) a notice of non-appropriation describing such failure to appropriate in accordance with this Agreement.

(c) After repayment in full of the TIF Obligations and after the boundaries of the District have been amended to exclude the North Phase Anchor Site (as defined in the Redevelopment Agreement), the Lot C CID Note shall be payable, subject to appropriation, from all District Sales Tax revenues, less any revenues set aside for payment of District expenses. The District shall, subject to annual appropriation, transfer all District Sales Tax revenues to the trustee for the Lot C CID Note on the 15th day of each month (or if the 15th is not a Business Day (as defined in the indenture authorizing the Lot C CID Note), the next Business Day), for application to the payment of the Lot C CID Note. In the event that, prior to the maturity or earlier termination of the Lot C CID Note, the District fails to appropriate District Sales Tax revenues to the payment of the Lot C CID Note as contemplated by this Agreement, then the District and the IDA shall each cause to be filed with the Municipal Securities Rulemaking Board at www.emma.msrb.org (or any successor repository) a notice of non-appropriation describing such failure to appropriate in accordance with this Agreement.

(d) The District Sales Tax rate shall not be reduced and the District Sales Tax shall not be terminated so long as any Lot C CID Note remains outstanding.

(e) None of the District, the IDA, or the City shall cause to be issued any other notes secured by Lot C Revenues until such time as the Lot C CID Note has matured or terminated earlier pursuant to this Agreement.

(f) The District will not impose any special assessment or other tax on the Lot C without the written consent of the fee owner(s) of such parcel.

(g) To the extent requested by Developer in its sole discretion, the District shall enter into any easements or other documentation necessary to accept ownership of public improvements comprising a portion of the Lot C Project.

(h) The parties consent to Developer, in its sole discretion, recording a memorandum of this Agreement in the land records of St. Louis County with the St. Louis County Recorder of Deeds.

(i) The District agrees not to make any other pledge or appropriation of Lot C Revenues until such time as the Lot C CID Note has been issued and repaid in full. The District agrees to send a copy of any District meeting agenda to Developer at least twenty-four (24) hours prior to any District meeting, and to provide copies of any resolutions or other District documents to Developer promptly upon request.

Section 7. Federal Work Authorization Program. Simultaneously with the execution of this Agreement, Developer shall provide the District and the City with an affidavit and documentation meeting the requirements of Section 285.530 of the Revised Statutes of Missouri.

Section 8. Insurance. The District will maintain reasonable levels of insurance throughout its existence, including but not limited to the procurement of a directors and officers liability or similar policy which includes coverage for all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the proceedings of the Board of Directors pursuant to the CID Act and Chapter 610 of the Revised Statutes of Missouri.

Section 9. Successors and Assigns. This Agreement, and any and all rights or obligations hereunder (or any portion thereof), may be assigned by the Developer upon at least five (5) days' advance written notice to the other parties to this Agreement. Any assignment to an unrelated party may not occur without the prior written consent of the City.

Section 10. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 11. Waiver. The City's failure at any time hereafter to require strict performance by the District or the Developer of any provision of this Agreement shall not waive, affect or diminish any right of the City thereafter to demand strict compliance and performance therewith.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 13. Anti-Israel Discrimination. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and shall not, for the duration of this 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. Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names and attested as to the date first above written.

**CITY OF UNIVERSITY CITY,
MISSOURI**

(SEAL)

Attest:

By: _____
City Manager

City Clerk

**THE MARKETS AT OLIVE
COMMUNITY IMPROVEMENT
DISTRICT**

(SEAL)

Attest:

By: _____

Name: Lawrence R. Chapman, Jr.

Title: Chairman

By: _____

Name: _____

Title: Secretary

**THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE CITY OF
UNIVERSITY CITY, MISSOURI**

By: _____
Name: _____
Its: _____

U. CITY, L.L.C.

By: CRG Services Management, LLC, its
Manager

By: _____

Name: Lawrence R. Chapman, Jr.

Title: Vice-President

U. CITY TIF CORPORATION

By: _____

Name: Lawrence R. Chapman, Jr.

Title: President

EXHIBIT A

LEGAL DESCRIPTION

Lot C of Market at Olive Plat 4, according to the plat thereof, recorded at Plat Book 370, pages 516-517, of the St. Louis County Records, which contains approximately 7.492 acres

CITY OF UNIVERSITY CITY COUNCIL MEETING

AGENDA ITEM



NUMBER: <i>For City Clerk Use</i>	NB20240722-01
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SUBJECT/TITLE:
FY25 Budget Amendment #1 - Restoration of the Facilities Manager position and elimination of one General Maintenance Worker position

PREPARED BY: Keith Cole	DEPARTMENT / WARD Finance / All
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AGENDA SECTION: New Business - Resolution 2024-09	CAN ITEM BE RESCHEDULED? Yes
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CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
The City Manager recommends approval of the FY25 Budget Amendment #1 to update the Full-Time Equivalent (FTE) Summary by reducing one General Maintenance Worker (Grade 9) and restoring the position of Facilities Manager (Grade 11) in its place.

FISCAL IMPACT:
Approximately \$18,200 is the highest potential difference in salary between Grade 9 and Grade 11.

AMOUNT: \$18,200	ACCOUNT No.: 01.40.36.5001
FROM FUND: General Fund - 01	TO FUND: General Fund - 01

EXPLANATION:
Currently, there are two (2) General Maintenance Workers. One is receiving a special assignment to lead the Facilities Team. The other General Maintenance Worker is retiring next month, and there is an operational need to identify a true, permanent leader of this division.

STAFF COMMENTS AND BACKGROUND INFORMATION:
Both positions are currently listed in the approved Compensation Ordinance. There are enough funds budgeted for the General Maintenance Worker position to fund the Facilities Manager position for the steps at which we would bring someone into this role.

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

RELATED ITEMS / ATTACHMENTS:
1. Personnel Summary
2. Resolution 2024 - 09

LIST CITY COUNCIL GOALS (S):
Prudent Fiscal Management

RESPECTFULLY SUBMITTED: City Manager, Gregory Rose	MEETING DATE: July 22, 2024
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PERSONNEL SUMMARY

Full-Time Personnel Summary by Department/Program	FY2023 Authorized	FY2024 Authorized	FY2025 Authorized
Police			
Police Chief	1.0	1.0	1.0
Police Captain	2.0	2.0	2.0
Police Lieutenant	4.0	4.0	4.0
Police Sergeant	6.0	6.0	6.0
Police Officer	66.0	66.0	66.0
Supervisory Dispatcher	3.0	3.0	3.0
Administrative Analyst	1.0	1.0	1.0
Executive Secretary to Chief	1.0	1.0	1.0
Dispatcher	9.0	9.0	9.0
Crime Analyst	1.0	1.0	1.0
Advanced Clerk Typist	3.0	3.0	3.0
Public Safety IT Manager**	1.0	1.0	1.0
Assistant to the Prosecutor	1.0	1.0	1.0
Parking Attendant	1.0	1.0	1.0
Compliance Officer	-	-	2.0
Police Personnel Total	100.0	100.0	102.0
Fire			
Fire Chief	1.0	1.0	1.0
Deputy Chief/Medical Officer	1.0	1.0	1.0
Deputy Chief/Fire Marshal	1.0	1.0	1.0
Battalion Chief	3.0	3.0	3.0
Paramedic Fire Captain	6.0	6.0	6.0
Paramedic Firefighter	36.0	36.0	36.0
Fire Personnel Total	48.0	48.0	48.0
Fleet Maintenance			
Fleet Manager	1.0	1.0	1.0
Mechanic II	-	-	-
Mechanic I	4.0	4.0	4.0
Fleet Maintenance Personnel Total	5.0	5.0	5.0
Fire Personnel Total	53.0	53.0	53.0
Public Works			
<i>Administration & Engineering</i>			
Director of Public Works	1.0	1.0	1.0
Assistant Director of Public Works**	1.0	1.0	1.0
Senior Public Works Manager	-	-	-
Project Manager II	1.0	1.0	1.0
Project Manager I	1.0	1.0	1.0
Executive Secretary to Department Director	-	-	-
Advanced Clerk Typist	1.0	1.0	1.0
Administration & Engineering Personnel Total	5.0	5.0	5.0
Facilities Maintenance			
Facilities Manager	-	-	-
Custodian	5.0	5.0	5.0
General Maintenance Worker	2.0	2.0	2.0
Facilities Maintenance Personnel Total	7.0	7.0	7.0

Resolution 2024 - 09

**A RESOLUTION AMENDING THE FISCAL YEAR 2024-2025 (FY25)
BUDGET – AMENDMENT # 1 AND APPROPRIATING SAID AMOUNTS**

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of University City, Missouri, that the Annual Budget for the fiscal year beginning July 1, 2024, was approved by the City Council and circumstances now warrant amendment to that original budget.

BE IT FURTHER RESOLVED, that in accordance with the City Charter, the amount stated in the budget amendment as presented, are herewith appropriated to the object and purpose named.

Adopted this 22nd day of July 2024.

Mayor

Attest:

City Clerk

Certified to be Correct as to Form:

City Attorney

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



NUMBER: <i>For City Clerk Use</i>	NB20240722-02
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SUBJECT/TITLE:
AN ORDINANCE APPROVING AN AMENDMENT TO THE PETITION CREATING THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT AND REMOVING CERTAIN PROPERTY FROM THE DISTRICT.

PREPARED BY: Gregory Rose, City Manager	DEPARTMENT / WARD All
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AGENDA SECTION: New Business Bill 9553	CAN ITEM BE RESCHEDULED? Yes
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CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager recommends approval

FISCAL IMPACT:

AMOUNT:		ACCOUNT No.:	
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FROM FUND:		TO FUND:	
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EXPLANATION:
Please see attached staff report

STAFF COMMENTS AND BACKGROUND INFORMATION:

CIP No.	
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RELATED ITEMS / ATTACHMENTS:
Staff Report
Bill No.9553

LIST CITY COUNCIL GOALS (5):
Economic Development

RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose	MEETING DATE: 7/22/24
--	---------------------------------

AGENDA ITEM – STAFF REPORT

MEETING DATE: July 22, 2024
DEPARTMENT: City Manager’s Office
AGENDA ITEM TITLE: New Business – Bill 9553

AN ORDINANCE APPROVING AN AMENDMENT TO THE PETITION CREATING THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT AND REMOVING CERTAIN PROPERTY FROM THE DISTRICT.

ADDITIONAL BACKGROUND INFORMATION:

The City has received two documents relating to the Markets at Olive Community Improvement District (the “CID”):

- An amendment to the petition creating the CID (the “Amended Petition”) seeking to prohibit the CID from issuing or causing to be issued any obligations payable from CID revenues generated at the North Phase Anchor Site (i.e., Costco), other than the existing TIF Bonds or any bonds, notes or obligations that refund or refinance the existing TIF Bonds (and in no event would North Phase Anchor CID revenues be available for repayment of obligations after June 9, 2052).
- A request from Costco Wholesale Corporation to remove the North Phase Anchor Site from the CID (the “Removal Request”) effective upon the earlier of the repayment of the TIF Bonds (including any bonds, notes or obligations that refund or refinance the existing TIF Bonds) or June 9, 2052 (i.e., the removal will not be effective until some point in the future).

An ordinance has been prepared to approve both the Amended Petition and Removal Request. In accordance with the CID Act, a public hearing has been scheduled for July 30 regarding both the Amended Petition and the Removal Request.

Under the CID Act, the Removal Request can only be approved if the City Council makes a finding that the CID can satisfy its obligations without revenues from the North Phase Anchor Site. Gilmore & Bell has advised that if the Amended Petition is approved simultaneously with the Removal Request, the CID will have no power to issue any obligations payable from North Phase Anchor CID revenues that go beyond the effective date of the Removal Request. Gilmore & Bell has further advised that this limitation provides a basis for the City Council to make the required finding because (1) currently, there are no obligations of the CID that go beyond the effective date of the Removal Request and (2) per the Amended Petition, the CID will have no power to incur obligations payable from North Phase Anchor CID revenues after the effective date of the Removal Request.

The CID was originally created by passage of Ordinance No. 7131 on July 13, 2020 and its boundaries were later expanded by Ordinance Nos. 7153 and 7208 passed on June 14, 2021 and November 28, 2022. Pursuant to the original petition for the CID and Ordinance No. 7131, the CID will exist until the earlier of (1) the repayment of all of its obligations or August 10, 2070. Neither the Amended Petition nor the Removal Request will result in the earlier termination or expiration of the CID. After the effective date of the Removal Request, the CID will continue to apply to the remaining properties in the CID boundaries until the CID’s expiration.

INTRODUCED BY: _____

DATE: _____

BILL NO. 9553

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE PETITION CREATING THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT AND REMOVING CERTAIN PROPERTY FROM THE DISTRICT.

WHEREAS, by adoption of Ordinance No. 7131 on July 13, 2020, the City Council approved a petition requesting the formation of The Markets at Olive Community Improvement District (the “District”) pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “CID Act”); and

WHEREAS, expansions to the boundaries of the District were subsequently approved in accordance with the requirements of the CID Act by approval of Ordinance No. 7153 on June 14, 2021 and Ordinance No. 7208 on November 28, 2022; and

WHEREAS, to finance or refinance projects undertaken by or on behalf of the District, The Industrial Development Authority of University City, Missouri (the “IDA”), at the request of the City and the District, issued its (1) \$45,760,000 original principal amount Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A, and (2) \$43,344,456.19 original principal amount Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B (together with any notes, bonds or other obligations issued to refund or refinance such bonds and notes, the “TIF Obligations”); and

WHEREAS, the District boundaries currently include, among other property, approximately 16.08 acres located northeast of the Olive Boulevard and Interstate 170 interchange currently owned by Costco Wholesale Corporation (as further identified on the map of the District attached as **Exhibit A** attached hereto, the “North Phase Anchor Site”); and

WHEREAS, the City has received the amendment to the petition creating the District attached hereto as **Exhibit B** (the “Amended Petition”) seeking to limit the District’s authority to issue or cause to be issued any bonds, notes or other obligations payable from District sales tax revenues generated by taxable sales at the North Phase Anchor Site other than the TIF Obligations (and in no event, allowing any obligations of the District payable from District sales tax revenues generated by taxable sales at the North Phase Anchor Site to mature after June 9, 2052); and

WHEREAS, the Amended Petition has been executed by the applicable number of property owners within the District required by the CID Act and may, pursuant to the CID Act, be approved by ordinance of the City Council following a duly-noticed public hearing; and

WHEREAS, Section 67.1441 of the CID Act permits the City to remove real property from the District by ordinance upon written request of the applicable property owner and following (1) consent of the District’s Board of Directors, (2) a finding that the District can meet its obligations without the revenues from the property to be removed, and (3) a public hearing relating to the removal of the applicable property from the District boundaries; and

WHEREAS, in a letter dated July 12, 2024, Costco Wholesale Corporation submitted a written request to the City requesting that the City approve the removal of the North Phase Anchor Site from the District, effective upon the earlier of (a) the repayment of all TIF Obligations or (b) June 9, 2052; and

WHEREAS, the District’s sales tax revenues generated by taxable retail sales at the North Phase Anchor Site are pledged only to the payment of the TIF Obligations; and

WHEREAS, on July 19, 2024, the Board of Directors of the District adopted Resolution No. 24-004, a copy of which is attached hereto as **Exhibit C** (the “CID Resolution”), consenting to the requested removal of the North Phase Anchor Site from the District and finding that, effective upon the earlier of (a) the repayment of all TIF Obligations or (b) June 9, 2052, the District will be able to meet its then-existing obligations without the revenues generated by or on the North Phase Anchor Site; and

WHEREAS, the City Council held a duly-noticed public hearing on July 30, 2024, where at all interested parties were permitted to speak regarding the Amended Petition and the requested removal of the North Phase Anchor Site from the District;

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

Section 1. The Amended Petition is hereby approved and the District’s powers shall hereafter be limited as provided in the Amended Petition.

Section 2. Based on the limitations contained in the Amended Petition, the CID Resolution and the representations of the District, the City Council hereby finds that the District can meet its obligations without any revenues from the North Phase Anchor Site following the earlier of (a) the repayment of all TIF Obligations or (b) June 9, 2052.

Section 3. Effective upon the earlier of (a) the repayment of all TIF Obligations or (b) June 9, 2052, the North Phase Anchor Site shall be removed from the boundaries of the District with no further actions or approvals of the City Council necessary.

Section 4. The City hereby agrees to use any revenues transferred to the City by the CID pursuant to Section 5 of the CID Resolution for purposes permitted by the CID Act that benefit the North Phase Anchor Site (such as street repairs or landscaping).

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. All actions taken to date by the officers of the City with respect to the removal of real property from the District, including, without limitation, the provision of notices for the public hearing regarding the removal of such property from the District, are hereby ratified.

Section 6. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

[Remainder of Page Intentionally Left Blank]

PASSED and ADOPTED THIS ____ DAY OF _____, 2024.

MAYOR

(Seal)

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

EXHIBIT A

NORTH PHASE ANCHOR SITE

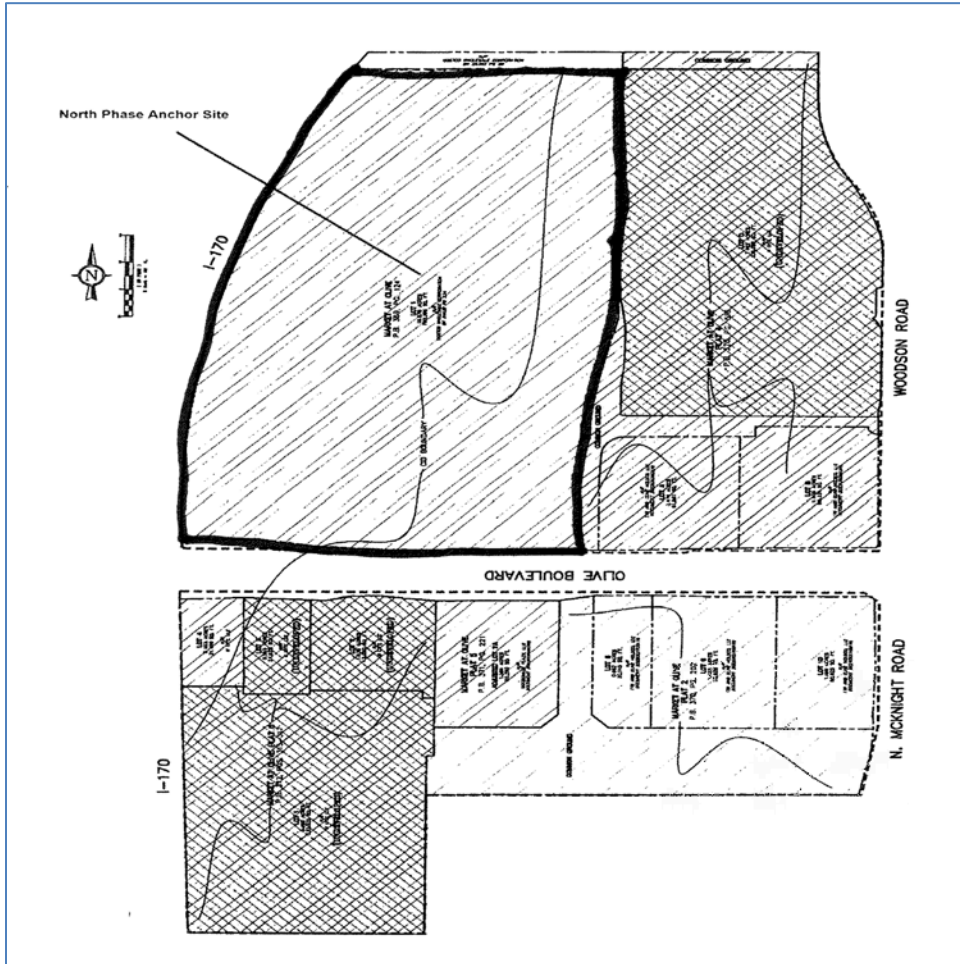


EXHIBIT B
AMENDED PETITION

**MARKETS AT OLIVE
COMMUNITY IMPROVEMENT
DISTRICT**

**Amendment to the Petition of the Markets at Olive
Community Improvement District
Pursuant to Sections 67.1401-67.1571 of the Revised Statutes of
Missouri, as Amended**

City of University City, Missouri

July 17, 2024

EXHIBITS

EXHIBIT A – DISTRICT BOUNDARY MAP

EXHIBIT B – LEGAL DESCRIPTION OF THE DISTRICT

EXHIBIT C – LISTING OF PROPERTY WITHIN THE DISTRICT, INCLUDING PARCEL
NUMBER, OWNER AND ASSESSED VALUE

EXHIBIT D – LEGAL DESCRIPTION OF THE NORTH PHASE ANCHOR SITE

EXHIBIT E – FIVE-YEAR PLAN

**AMENDMENT TO THE PETITION OF THE
MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT**

To the City of University City, Missouri:

U. City, L.L.C., 170 and Olive Holdco, LLC and Costco Wholesale Corporation as the undersigned petitioners, (***“Petitioners”***) are the owners or representatives of the owners of record of more than fifty percent (50%) (a) by assessed value of all real property within the Markets at Olive Community Improvement District (the ***“District”***); and (b) per capita of all owners of real property within the District. The District was formed as a political subdivision of the State of Missouri pursuant to Section 67.1411 of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the ***“CID Act”***) and the Amended and Restated Petition to Establish a Community Improvement District (the ***“Establishment Petition”***) approved by the City of University City, Missouri (the ***“City”***), pursuant to Ordinance No. 7131 passed and approved on July 13, 2020 (the ***“Establishment Ordinance”***). The District boundaries were previously expanded by the City’s approval of two (2) separate Petitions to Add Real Property to the Markets at Olive Community Improvement District (the ***“First Addition Petition”***, and the ***“Second Addition Petition”***, and together with the Establishment Petition, collectively, the ***“Original Petition”***) pursuant to Ordinance Nos. 7153 and 7208 passed and approved June 14, 2021 and November 28, 2022, respectively (the ***“First Addition Ordinance”*** and the ***“Second Addition Ordinance”***, and together with the Establishment Ordinance, collectively, the ***“Original CID Ordinance”***).

Petitioners hereby file this Amendment to the Original Petition (this ***“Amendment”***) and request that the City amend the Original Petition as follows:

1. A boundary map of the District and a legal description of the District are set forth on **Exhibit A** and **Exhibit B**, respectively, attached hereto and incorporated herein
2. Based on the real property tax records of the St. Louis County Assessor’s Office, as supplemented by real property records available to Petitioners, as of the date of filing this Amendment, there are four (4) owners of real estate parcels within the District, which are U. City, L.L.C., 170 and Olive Holdco, LLC, Costco Wholesale Corporation and Woodchase Plaza, LLC. The total assessed value of all the land and improvements within the District is \$9,097,110. Petitioners represent 89.88% by assessed value and 75% per capita of all owners of the real property within the District. A table that identifies the real property within the District by St. Louis County Assessor’s Office Parcel Number, Owner and Assessed Valuation for the 2024 tax year is set forth on **Exhibit C**, attached hereto and incorporated herein.
3. Petitioners desire to preserve the authorizations set forth in the Original Petition and Original CID Ordinance except as amended hereby, and, therefore, the District shall have all powers provided in the CID Act, except as otherwise provided in this Amendment.
4. Petitioners do not seek to limit the revenue generation or borrowing capacity of the District, except as follows. To finance or refinance projects undertaken by or on behalf of the District, The Industrial Development Authority of University City, Missouri has previously issued, at the request of the District, its (1) \$45,760,000.00 original principal

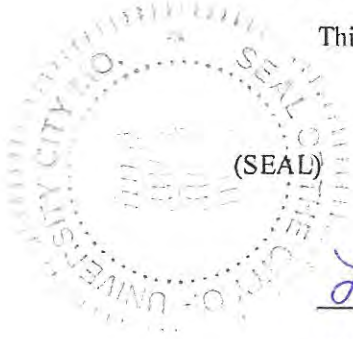
amount Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A, and (2) \$43,344,456.19 original principal amount Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B (together with any notes, bonds or other obligations issued to refund or refinance such bonds and notes, the “*TIF Obligations*”). The District boundaries currently include a parcel of real property of approximately 16.08 acres generally located northeast of Olive Boulevard and the Interstate 170 currently owned by Costco Wholesale Corporation as more precisely described in **Exhibit D**, attached hereto and incorporated herein (the “*North Phase Anchor Site*”). Pursuant to this Amendment, the District shall be specifically limited and shall not have the authority to issue or cause to be issued any bonds, notes or other obligations payable from District sales tax revenues generated by taxable sales at the North Phase Anchor Site other than the TIF Obligations (and in no event shall any obligations of the District payable from District sales tax revenues generated by taxable sales at the North Phase Anchor Site mature after June 9, 2052).

5. A “new” Five-Year Plan supplementing the Five-Year Plan attached to the Original Petition and updating the powers of the District in regard to its authority to issue or cause to issue any bonds, notes or other obligations payable from District sales tax revenues generated by taxable sales at the North Phase Anchor Site is set forth on **Exhibit E**, attached hereto and incorporated herein by reference.
6. If any provision of this Amendment shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, the remaining sections, clauses and provisions of this Amendment shall remain valid, operative and enforceable to the fullest extent allowed by law.
7. Each of the exhibits to this Amendment are incorporated herein and made a part of this Amendment by reference.
8. **Notice to Petitioners:**

The signatures of the signers of this Amendment may not be withdrawn later than seven (7) days after this Amendment is filed with the City Clerk of the City.
9. By execution and submission of this Amendment, Petitioners respectfully request that the Original Petition be amended, and Petitioners respectfully request that the City Council hold a public hearing and adopt an ordinance approving this Amendment in accordance with Sections 67.1421.5(3) and 67.1431 of the CID Act.

**UNIVERSITY CITY, MISSOURI - CLERK'S ACKNOWLEDGEMENT OF RECEIPT
OF AMENDMENT:**

This Amendment was filed in my office via E mail on July 17, 2024.



(SEAL)

LaBette Reese

City Clerk

PETITIONER:

NAME OF OWNER: U. City, L.L.C.

TELEPHONE NUMBER: (314) 370-6801

MAILING ADDRESS: c/o Lawrence R. Chapman, Jr.
1401 S. Brentwood Blvd., Suite 625
St. Louis, MO 63144

NAME OF SIGNER AND BASIS OF
LEGAL AUTHORITY TO SIGN: Lawrence R. Chapman, Jr., as Vice President of
CRG Services Management, LLC, the Manager of
U. City, L.L.C.

SIGNER'S TELEPHONE NUMBER: (314) 952-7790

SIGNER'S MAILING ADDRESS: 1401 S. Brentwood Blvd., Suite 625
St. Louis, MO 63144

TYPE OF ENTITY: Missouri limited liability company

MAP: See Exhibit A

PARCEL IDENTIFICATION
NUMBERS: See Exhibit C

ASSESSED VALUE: \$1,917,690 (See Exhibit C)

**[SIGNATURE PAGE OF PETITIONER U. CITY, L.L.C. TO AMENDMENT
FOLLOWS]**

PETITIONER:

NAME OF OWNER: 170 and Olive Holdco, LLC

TELEPHONE NUMBER: (314) 370-6801

MAILING ADDRESS: c/o Lawrence R. Chapman, Jr.
1401 S. Brentwood Blvd., Suite 625
St. Louis, MO 63144

NAME OF SIGNER AND BASIS OF
LEGAL AUTHORITY TO SIGN: Lawrence R. Chapman, Jr., as Vice President of
CRG Services Management, LLC, the Manager of
170 and Olive Holdco, LLC

SIGNER'S TELEPHONE NUMBER: (314) 952-7790

SIGNER'S MAILING ADDRESS: 1401 S. Brentwood Blvd., Suite 625
St. Louis, MO 63144

TYPE OF ENTITY: Missouri limited liability company

MAP: See Exhibit A

PARCEL IDENTIFICATION
NUMBERS: See Exhibit C

ASSESSED VALUE: \$2,330,530 (See Exhibit C)

**[SIGNATURE PAGE OF PETITIONER 170 AND OLIVE HOLDCO, LLC TO
AMENDMENT FOLLOWS]**

PETITIONER:

NAME OF OWNER: COSTCO WHOLESALE CORPORATION

TELEPHONE NUMBER: (425) 313-8100

MAILING ADDRESS: 999 Lake Drive
Issaquah, WA 98027

NAME OF SIGNER AND BASIS OF
LEGAL AUTHORITY TO SIGN: David Messner as Senior Vice President –
Real Estate

SIGNER'S TELEPHONE NUMBER: (425) 313-8100

SIGNER'S MAILING ADDRESS: 999 Lake Drive
Issaquah, WA 98027

TYPE OF ENTITY: Washington corporation

MAP: See Exhibit A

PARCEL IDENTIFICATION
NUMBERS: See Exhibit C

ASSESSED VALUE: \$3,928,600 (See Exhibit C)

[SIGNATURE PAGE OF COSTCO WHOLESALE CORPORATION FOLLOWS]

Exhibit A
District Boundary Map

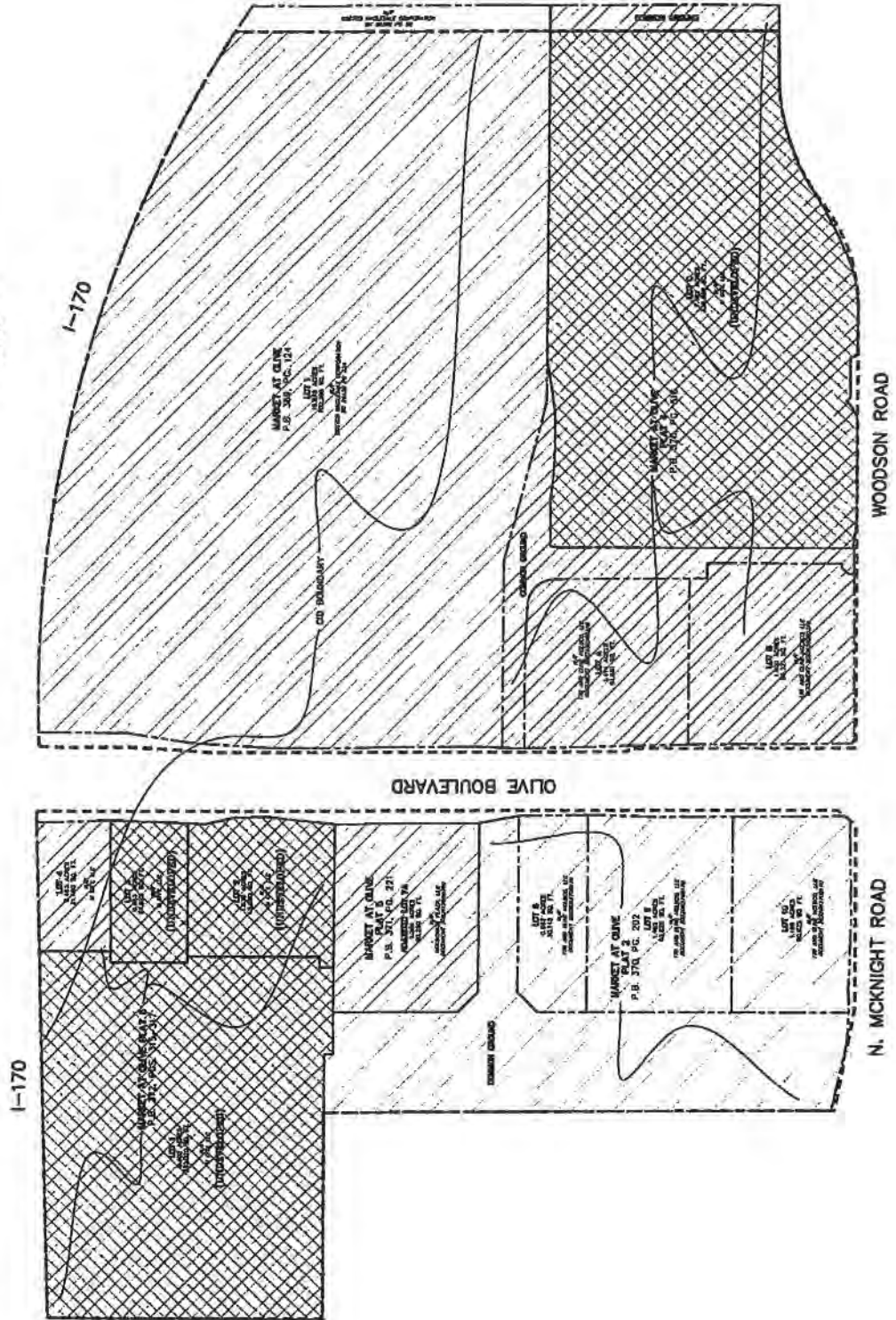
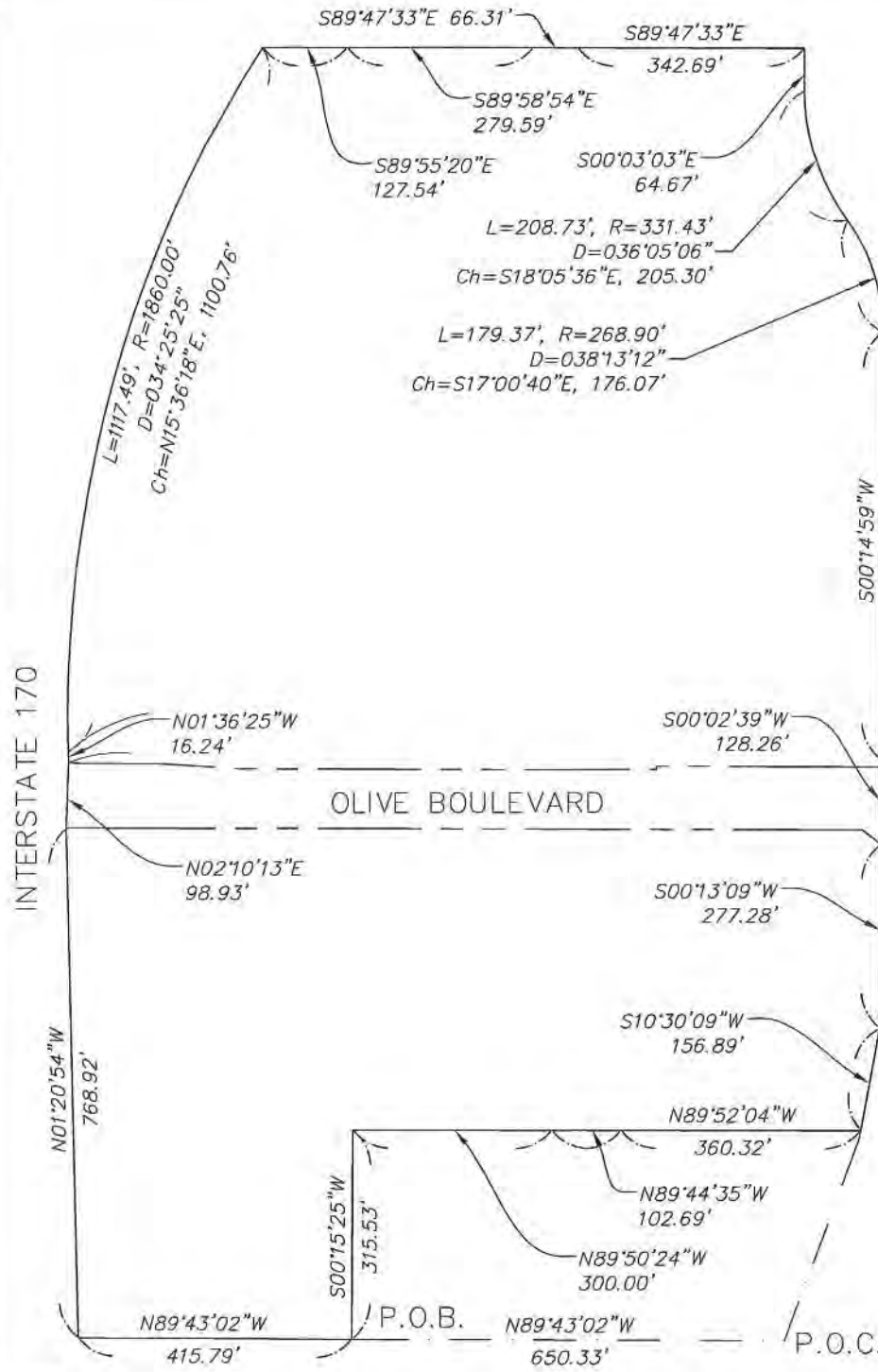


Exhibit B

District Legal Description



GRIMES CONSULTING, INC.

Civil Engineering & Surveying Services

12300 OLD TESSON ROAD, SUITE 300D
 ST. LOUIS, MO. 63128
 PH. (314) 849-6100
 FAX (314) 849-6010
 www.grimesconsulting.com

DRAWN BY: MRL	DATE: 8/15/22	CHECKED BY: RCS	DATE: 8/15/22	JOB NUMBER: 3082.H	SHEET: 1 of 2
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--- PROPERTY BOUNDARY DESCRIPTION ---

MARKET AT OLIVE CID

A tract of land situated in the City of University City, the County of St. Louis and the State of Missouri, being all of Market at Olive, a subdivision filed for record in Plat Book 369 Page 124 of the Land Records of said St. Louis County, Missouri, all of Market at Olive Plat 2, a subdivision filed for record in Plat Book 370, Page 202 of said Land Records, part of Blocks 1, 2 and 3 of St. Patrick Courts, a subdivision recorded in Plat Book 48, page 33 of said Land Records, all of the Resubdivision of Lots 3 and 4 of Beyers Subdivision, a subdivision recorded in Plat Book 297, page 24 of said Land Records, part of Beyers Subdivision, a subdivision recorded in Plat Book 272, page 30 of said Land Records, a tract of land conveyed to U City LLC as recorded in Deed Book 22858, page 585 of said Land Records, all of that part of the following right-of-ways: Elmore Court, 50 feet wide, Richard Court, 50 feet wide, Orchard Court, 50 feet wide, Briscoe Place, 50 feet wide, and being more particularly described as follows:

COMMENCING at the Northeast corner of a tract of land conveyed to Booker Gilliam as recorded in Deed Book 13658, page 445 of said Land Records, said tract of land also being Lot 59 of McKnight Heights, a subdivision recorded in Plat Book 54, page 41 of said Land Records, said Northeast corner also being the Southeast corner of McKnight Downs, a subdivision filed for record in Plat Book 55, Page 89 of said land records, and also being on the Western right-of-way line of McKnight Road; thence leaving said Western right-of-way line and along the North line of said McKnight Heights subdivision, said North line also being the South line of said McKnight Downs subdivision, North 89 degrees 43 minutes 02 seconds West, 650.33 feet to the Southwest corner of said McKnight Downs subdivision, and also being the TRUE POINT OF BEGINNING of the tract herein described; thence continuing along said North line of McKnight Heights subdivision, North 89 degrees 43 minutes 02 seconds West, a distance of 415.79 feet to the Eastern line of a tract of land conveyed to Bi-State Development Agency of the Missouri-Illinois Metropolitan District as recorded in Deed Book 13245, page 1568 of said Land Records; thence leaving said North line of McKnight Heights subdivision and along said Eastern Line of Bi-State Development Agency of the Missouri-Illinois Metropolitan District tract, including crossing Olive Boulevard right-of-way, the following courses and distances: North 01 degrees 20 minutes 54 seconds West, a distance of 768.92 feet; North 02 degrees 10 minutes 13 seconds East, a distance of 98.93 feet; North 01 degrees 36 minutes 25 seconds West, a distance of 16.24 feet to a point of curvature; 1117.49 feet along the arc of a curve to the right having a radius of 1860.00 feet, through a central angle of 34 degrees 25 minutes 25 seconds, with a chord that bears North 15 degrees 36 minutes 18 seconds East, a distance of 1100.76 feet to the Northwest corner of said Market at Olive subdivision, said corner also being the Southwest corner of a tract of land conveyed to Costco Wholesale Corporation by Deed Book 25382, Page 50 of said Land Records; thence leaving said Eastern line and along the Southern line of said Costco tract the following courses and distances: South 89 degrees 55 minutes 20 seconds East, a distance of 127.54 feet; South 89 degrees 58 minutes 54 Seconds East, a distance of 279.59 feet; South 89 degrees 47 minutes 33 seconds East, a distance of 66.31 feet to the Southeast corner of said Costco tract, said Southeast corner also being the Southwest corner of a tract of land conveyed to U. City, LLC by Deed Book 25346, Page 1933 of said Land Records; thence along the Southern line of said U City tract, South 89 degrees 47 minutes 33 seconds East, a distance of 342.69 feet to the Western right-of-way line of Woodson Road, variable width; thence leaving said Southern Line and along said Western right of line of Woodson Road and McKnight Road, including crossing Olive Boulevard right-of-way the following courses and distances: South 00 degrees 03 minutes 03 seconds East, a distance of 64.67 feet to a point of curvature; 208.73 feet along the arc of a curve to the left having a radius of 331.43 feet, through a central angle of 36 degrees 05 minutes 06 seconds, with a chord that bears South 18 degrees 05 minutes 36 seconds East, a distance of 205.30 feet to a point of reverse curvature; 179.37 feet along the arc of a curve to the right, having a radius of 268.90 feet, through a central angle of 38 degrees 13 minutes 12 seconds, with a chord that bears South 17 degrees 00 minutes 40 seconds East, a distance of 176.07 feet; South 00 degrees 14 minutes 59 seconds West, a distance of 642.91 feet; thence South 00 degrees 02 minutes 39 seconds West, a distance of 128.26 feet; thence South 00 degrees 13 minutes 09 seconds West, a distance of 277.28 feet; thence South 10 degrees 30 minutes 09 seconds West, a distance of 156.89 feet to the Northeast corner of said McKnight Downs subdivision; thence along the Northern line of said McKnight Downs subdivision, the following courses and distances: North 89 degrees 52 minutes 04 seconds West, a distance of 360.32 feet; North 89 degrees 44 minutes 35 seconds West, a distance of 102.69 feet; North 89 degrees 50 minutes 24 seconds West, a distance of 300.00 feet to the Northwest corner of said McKnight Downs subdivision; thence leaving said Northern line and along the Western line of said McKnight Downs subdivision, South 00 degrees 15 minutes 25 seconds West, a distance of 315.53 feet to the Point of Beginning.

Containing 46.006 Acres by Grimes Consulting, Inc. dated August 2022.

GRIMES CONSULTING, INC.

Civil Engineering & Surveying Services

12300 OLD TESSON ROAD, SUITE 300D
ST. LOUIS, MO. 63128
PH. (314) 849-6100
FAX (314) 849-6010
www.grimesconsulting.com

DRAWN BY: MRL	DATE: 8/15/22	CHECKED BY: RCS	DATE: 8/15/22	JOB NUMBER: 3082.H	SHEET: 2 of 2
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Exhibit C

Listing of Property Within the District, Parcel Number, Owner and Assessed Valuation

<u>Parcel Number</u>	<u>Property Owner</u>	<u>2024 Assessed Value</u>
17K432007	Costco Wholesale Corporation	\$3,928,600
17K432096	170 and Olive Holdco, LLC	\$753,820
17K432106	170 and Olive Holdco, LLC	\$313,540
17K432085	U. City, L.L.C.	\$372,060
17K432139	Woodchase Plaza LLC	\$445,500
17K432128	Woodchase Plaza LLC	\$18,500
17K432052	Woodchase Plaza LLC ¹	\$456,290
17K432063	170 and Olive Holdco, LLC	\$705,090
17K432029	170 and Olive Holdco, LLC	\$558,080
17L640632	U. City, L.L.C.	<u>\$1,545,630</u>
		\$9,097,110

¹ Per the records of the St. Louis County Assessor's Office, Parcel Number 17K432052 is owned by 170 and Olive Holdco, LLC, but Parcel Number 17K432052 was transferred to Woodchase Plaza LLC by the deed recorded as Document Number 2023112900366 of the St. Louis County records.

Exhibit D

Legal Description of the North Phase Anchor Site

LEGAL DESCRIPTION OF THE NORTH PHASE ANCHOR SITE

Lot 1 of Market at Olive Plat 1, according to the plat thereof, recorded at Plat Book 369, Page 124, of the St. Louis County Records, which contains approximately 16.08 acres

Exhibit E

Five-Year Plan

SUPPLEMENT TO THE FIVE-YEAR PLAN

THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT

Introduction

The Markets at Olive Community Improvement District (the “*District*”) was formed as a political subdivision of the State of Missouri pursuant to Section 67.1411 of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “*CID Act*”) and the Amended and Restated Petition to Establish a Community Improvement District (the “*Establishment Petition*”) approved by the City of University City, Missouri (the “*City*”), pursuant to Ordinance No. 7131 passed and approved on July 13, 2020 (the “*Establishment Ordinance*”). The District boundaries were previously expanded by the City’s approval of two (2) separate Petitions to Add Real Property to the Markets at Olive Community Improvement District (the “*First Addition Petition*”, and the “*Second Addition Petition*”, and together with the Establishment Petition, collectively, the “*Original Petition*”) pursuant to Ordinance Nos. 7153 and 7208 passed and approved June 14, 2021 and November 28, 2022, respectively (the “*First Addition Ordinance*” and the “*Second Addition Ordinance*”, and together with the Establishment Ordinance, collectively, the “*Original CID Ordinance*”). As required by the CID Act, this Five-Year Plan (the “*Plan*”) is an exhibit to an Amendment to the Original Petition (the “*Amendment*”) being filed with City. This “new” Plan is a supplement to the Five-Year Plan attached to the Original Petition (the “*Original Plan*”) and updates the powers granted to the District

Limitation on the District’s Authority to Issue or Cause to Issue Bonds, Notes or Other Obligation

The Original Petition and the Original CID Ordinance did not limit the revenue generation or borrowing capacity of the District as provided in the CID Act. To finance or refinance projects undertaken by or on behalf of the District, The Industrial Development Authority of University City, Missouri has previously issued, at the request of the District, its (1) \$45,760,000.00 original principal amount Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A, and (2) \$43,344,456.19 original principal amount Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B (together with any notes, bonds or other obligations issued to refund or refinance such bonds and notes, the “*TIF Obligations*”). The District boundaries currently include a parcel of real property of approximately 16.08 acres generally located northeast of Olive Boulevard and the Interstate 170 currently owned by Costco Wholesale Corporation as more precisely described in Exhibit D to the Amendment (the “*North Phase Anchor Site*”). Pursuant to the Amendment, the District shall be specifically limited and shall not have the authority to issue or cause to be issued any bonds, notes or other obligations payable from District sales tax revenues generated by taxable sales at the North Phase Anchor Site other than the TIF Obligations (and in no event, shall any obligations of the District payable from District sales tax revenues generated by taxable sales at the North Phase Anchor Site mature after June 9, 2052.

Except for the specific limitation above in regard to the District's borrowing authority, all other provisions of the Original Plan remain unchanged including the following:

1. District Location;
2. District Boundaries;
3. Purposes of the District;
4. Sources of District Funds;
5. Governance;
6. Estimated Costs Related to the District Project; and
7. Anticipated Schedule for the District's Improvements, Activities and Services

EXHIBIT C
CID RESOLUTION

RESOLUTION NO. 24-004

A RESOLUTION OF THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT CONSENTING TO AND APPROVING THE REMOVAL OF CERTAIN REAL PROPERTY FROM THE DISTRICT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, by adoption of Ordinance No. 7131 on July 13, 2020, the City Council of the City of University City, Missouri (the “City”) approved a petition requesting the formation of The Markets at Olive Community Improvement District (the “District”); and

WHEREAS, expansions to the boundaries of the District were subsequently approved in accordance with the requirements of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”) by approval of Ordinance No. 7153 on June 14, 2021 and Ordinance No. 7208 on November 28, 2022; and

WHEREAS, to finance or refinance projects undertaken by or on behalf of the District, The Industrial Development Authority of University City, Missouri (the “IDA”), at the request of the City and the District, issued its (1) \$45,760,000.00 original principal amount Tax Increment and Special District Revenue Bonds (Markets at Olive Project), Series 2023A, and (2) \$43,344,456.19 original principal amount Subordinate Taxable Tax Increment and Special District Revenue Notes (Markets at Olive Project), Series 2023B (together with any notes, bonds or other obligations issued to refund or refinance such bonds and notes, the “TIF Obligations”); and

WHEREAS, the District boundaries currently include, among other property, approximately 16.08 acres located northeast of the Olive Boulevard and Interstate 170 interchange currently owned by Costco Wholesale Corporation (as more precisely described in **Exhibit A** attached hereto, the “North Phase Anchor Site”); and

WHEREAS, District sales tax revenues generated by taxable retail sales at the North Phase Anchor Site are pledged (subject to annual appropriation by the District) only to the payment of the TIF Obligations; and

WHEREAS, Section 67.1441 of the CID Act permits the City to remove real property from the District by ordinance upon written request of the applicable property owner and following (1) consent of the District’s Board of Directors, (2) a finding that the District can meet its obligations without the revenues from the property to be removed, and (3) a public hearing relating to the removal of the applicable property from the District boundaries; and

WHEREAS, in a letter dated July 12, 2024, Costco Wholesale Corporation submitted a written request to the City requesting that the City approve the removal of the North Phase Anchor Site from the District, effective upon the earlier of (a) the repayment of all TIF Obligations or (b) June 9, 2052; and

WHEREAS, the District has filed an Amendment to the Petition of the District dated July 17, 2024 attached hereto as **Exhibit B** (the “Amendment”) seeking to limit the District’s authority to issue or cause to be issued any bonds, notes or other obligations payable from District sales tax revenues generated by taxable sales at the North Phase Anchor Site other than the TIF Obligations (and in no event, allowing any obligations of the District payable from District sales tax revenues generated by taxable sales at the North Phase Anchor Site to mature after June 9, 2052); and

WHEREAS, the Amendment has been executed by the applicable number of property owners within the District required by the CID Act and may, pursuant to the CID Act, be approved by ordinance of the City Council following a duly-noticed public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Based on the Amendment, the District hereby finds that the District can meet its obligations without any revenues from the North Phase Anchor Site following the earlier of (a) the repayment of all TIF Obligations or (b) June 9, 2052.

Section 2. The District hereby grants its consent and approval to the written request from Costco Wholesale Corporation, the owner of the North Phase Anchor Site, and the North Phase Anchor Site shall be removed from the District’s boundaries effective on the earlier of (a) the repayment of all TIF Obligations or (b) June 9, 2052.

Section 3. The consent and approval set forth in Section 2 above is subject to the City Council’s holding of the public hearing and approval of the City ordinance as required by Section 67.1441 of the CID Act on the issue of the removal of the North Phase Anchor Site.

Section 4. Upon the effective date of the removal of the North Phase Anchor Site from the District (the “North Phase Anchor Site Removal Date”), the District shall notify all required governmental entities, including but not limited to, the Missouri Department of Revenue to implement the removal of the North Phase Anchor Site and cease the imposition and collection of the District sales tax on any taxable retail sales made at the North Phase Anchor Site.

Section 5. The District hereby approves that for all tax periods following the North Phase Anchor Site Removal Date, the District shall transfer any District sales tax revenues generated by taxable retail sales at the North Phase Anchor Site to the City with the directive that such revenues be used for purposes permitted by the CID Act that benefit the North Phase Anchor Site (such as street repairs or landscaping).

Section 6. The District shall, and the officers, agents and employees of the District are, hereby authorized and directed to, take such further action and execute such other resolutions, documents, certificates and instruments as may be necessary or desirable to carry out

and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the District with respect to the removal of the North Phase Anchor Site from the District with such changes therein as shall be approved by the officers of the District executing such resolutions, documents, certificates and instruments, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 7. The sections of this Resolution shall be severable. If any section of this Resolution 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(s) that it cannot be presumed that the District has or would have enacted the valid sections without the void one(s); or (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the Board's intent.

Section 8. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 9. This Resolution shall take effect and be in full force upon its passage by the District.

Passed this 19th day of July, 2024.

I, the undersigned, Chair of The Markets at Olive Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on July 19, 2024.

[SEAL]



**THE MARKETS AT OLIVE
COMMUNITY IMPROVEMENT
DISTRICT**



Lawrence R. Chapman, Jr., Chairman

WITNESS my hand and official seal this 19th day of July, 2024.

ATTEST:



Caroline P. Saunders, Secretary

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



NUMBER: <i>For City Clerk Use</i>	NB20240722-03
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SUBJECT/TITLE: An ordinance deleting the 8000 block of Lafon Place from the residential parking permit program.			
PREPARED BY: Darin Girdler, Director of Public Works		DEPARTMENT / WARD Traffic	
AGENDA SECTION:	New Business	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends the passage of the ordinance.			
FISCAL IMPACT: N/A			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: Based on a recommendation of the Traffic Commission.			

STAFF COMMENTS AND BACKGROUND INFORMATION: The Traffic Commission was petitioned by the residents of the 8000 block of Lafon Place to be removed from the residential parking permit program. Having met all requirements of the commission, the commission recommended this be presented for action by the Council.
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CIP No.	
RELATED ITEMS / ATTACHMENTS: Bill 9554	

LIST CITY COUNCIL GOALS (S):	
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose
MEETING DATE:	07/22/2024

INTRODUCED BY: _____

DATE: _____

BILL NO. 9554

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE III OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, RELATING TO THE TRAFFIC CODE, BY AMENDING TABLE III-D THEREIN, RELATING TO RESIDENTIAL PARKING PERMIT AREAS, BY DELETING THE 8000 BLOCK OF LAFON PLACE.

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

Section 1. Title III of the Municipal Code of the City of University City, relating to the Traffic Code, is hereby amended by amending Table III-D therein, relating to residential parking permit areas regulated by Section 355.030 in Title III, by deleting the 8000 block of Lafon Place as a residential permit parking area in Table III-D.

Section 2. This ordinance shall not be construed so as to relieve any person, firm or corporation from any penalty incurred by the violation of Title III, Section 355.030 or Table III-D of the Municipal Code of the City of University City, nor bar the prosecution of any such violation.

Section 3. 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

(Seal)

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNE