

INTRODUCED BY: Councilmember Steve McMahon

DATE: July 8, 2024

**BILL NO. 9552**

**ORDINANCE NO. 7361**

**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.

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PASSED and ADOPTED THIS 22<sup>nd</sup> DAY OF JULY, 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:

\_\_\_\_\_

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 Third Amendment.

**BOKF, N.A., as Trustee**

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 **BOKF, N.A.**, a national banking association, and that he is authorized to sign the foregoing instrument on behalf of said association, and acknowledged to me that he executed the within instrument as said association’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

**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](http://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](http://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**

<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>UB20240722-01</b>
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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.

<b>PREPARED BY:</b> <b>Gregory Rose, City Manager</b>	<b>DEPARTMENT / WARD</b> <b>All</b>
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<b>AGENDA SECTION:</b> Unfin Business Bill 9552	<b>CAN ITEM BE RESCHEDULED?</b> Yes
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**CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:**  
City Manager recommends approval

**FISCAL IMPACT:**

<b>AMOUNT:</b>	<b>ACCOUNT No.:</b>
<b>FROM FUND:</b>	<b>TO FUND:</b>

**EXPLANATION:**  
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.**

**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 (S):**  
Economic Development

<b>RESPECTFULLY SUBMITTED:</b> City Manager, Gregroy Rose	<b>MEETING DATE:</b> 7/22/24
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