

**PUBLIC AGENDA NOTES  
MAPLEWOOD CITY COUNCIL MEETING  
TUESDAY, SEPTEMBER 11, 2018  
7:30 P.M.**

The following is a brief description of the agenda items for Tuesday, September 11, 2018:

ITEM NO. 9, is a presentation of a proclamation for Constitution Week.

ITEM NO. 10, is a resolution authorizing the City Manager to purchase 2 speed humps for Marietta Avenue in the amount of \$6,520 plus \$1,020 delivery charge for a total of \$7,540.00. These speed humps will be installed by the Public Works Department. The City Council authorized the purchase of these speed humps at their August 14, 2018 Council meeting.

ITEM NO. 11, is a resolution authorizing the City Manager to purchase 3 new police vehicles including related equipment from Prop P funds in the amount of \$52,745 which includes a \$33,000 trade-in allowance for 3 used police vehicles. The city is purchasing two 2019 Ford Taurus Police Interceptors and one 2019 Ford Explorer Interceptor.

ITEM NO. 12, is a resolution authorizing the City Manager to purchase 2 administrative vehicles. The vehicles will be 2019 Ford Fusion Hybrids. The cost per vehicle is \$22,920 plus \$100 delivery charge for a total of \$45,840. One of the vehicles is for the City Manager.

ITEM NO. 13 is a resolution authorizing the City Manager to execute a release and settlement agreement between the City of Maplewood and Rosetta Watson.

ITEM NO. 14, is an ordinance establishing the tax rates for the City of Maplewood and the Maplewood Special Business District on all real, personal, tangible and intangible property within the City of Maplewood, Missouri, for 2018. The rates shown on the ordinance are those of 2017. We will have the final rates for the September 25, 2018 City Council meeting. A public hearing has been scheduled on the proposed tax rates.

ITEM NO. 15, is an ordinance that amends our nuisance ordinance per negotiations between the ACLU and the City of Maplewood. Both parties agreed to the proposed changes.

ITEM NO. 16, Bill 6097 is an ordinance approving the creation of a Community Improvement District for the Maplewood Redevelopment Sunnen Station project. The city has received the petition and the petition has been certified. The ordinance necessary to create this district is attached. The properties include Mini Cooper, the Porsche Dealership, Maserati and Alfa Romeo Dealership, Sunnen Station apartments and vacant lots. A public hearing has been held on this matter, the bill has been read two times and tabled and is now ready for final Council action.

**AGENDA**  
**MAPLEWOOD CITY COUNCIL MEETING**  
**TUESDAY, SEPTEMBER 11 2018**  
**7:30 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Motion to Excuse Councilperson
5. Approval of the Council Agenda
6. Public Forum
7. Announcements
8. Approval of the August 14, 2018 City Council meeting minutes and Closed Session minutes.
9. Presentation of proclamation for Constitution Week.
10. A Resolution of the City Council of the City of Maplewood, Missouri, authorizing the City Manager to purchase two (2) twenty-eight foot speed humps for Marietta Avenue at a cost of seven thousand five hundred forty dollars (\$7,540.00) plus one thousand twenty dollars (\$1,020.00) shipping.
11. A Resolution of the City Council of the City of Maplewood, Missouri authorizing the City Manager to purchase three (3) police patrol vehicles from Lou Fusz Ford, Inc. by means of the statewide contract available through the State of Missouri's Division of Purchasing and Cooperative Procurement Services in the amount of fifty-two thousand seven hundred forty-five dollars (\$52,745.00).
12. A Resolution of the City Council of the City of Maplewood, Missouri, authorizing the City Manager to purchase two (2) 2019 Ford Fusion Hybrids passenger vehicles from Joe Machens Ford Lincoln by means of the statewide contract available from the state of Missouri's Division of Purchasing and Cooperative Procurement Services in the amount of twenty-two thousand nine hundred twenty dollars (\$22,920.00) plus one hundred dollars (\$100) delivery fee per vehicle.
13. A Resolution of the City Council of the City of Maplewood, Missouri, authorizing the City Manager to execute a release and settlement agreement between the City of Maplewood and Rosetta Watson.
14. An Ordinance of the City Council of the City of Maplewood, Missouri, establishing the tax rates for the City of Maplewood and the Maplewood Special Business District on all real- personal, tangible and intangible property within the City of Maplewood, Missouri, for 2018.
15. An Ordinance of the City Council of the City of Maplewood, Missouri, amending Ordinance 5573, as amended, by amending Chapter 34, Article VIII-Nuisances, Section 34-240 Declaration of Acts or Conditions and Section 34-242 Abatement Procedures.

16. Bill 6097 an Ordinance of the City Council of the City of Maplewood, Missouri approving a petition for the creation of the Sunnen Station Community Improvement District; establishing the district as a political subdivision of the State of Missouri; approving the appointment of the initial board of directors of the district; declaring that a portion of the real estate within the district is a blighted area under the Community Improvement District act; authorizing the City Clerk to notify the Missouri Department of Economic Development of the creation of the district; approving the form of an Intergovernmental Cooperation Agreement by and among the city, the district, the Sunnen Station Redevelopment Corporation and Sunco, LLC, and authorizing the execution thereof; and authorizing certain actions related thereto.
17. Council Communication
18. Mayor's Report
19. City Attorney's Report
20. City Manager's Report
21. Motion to hold a Closed Session, if needed, to discuss matters relating to litigation, legal actions and/or communication from the City Attorney as provided for in Section 610.021(1)RSMO. and/or specifications for competitive bidding under Section 610.021(11) and/or sealed bids and related documents and sealed proposals and related documents under Section 610.021(11) and/or personnel matters under Section 610.021(13)RSMO. and/or employee matters under Section 610.021(3)RSMO. and/or real estate matters under Section 610.021(2)RSMO. and/or documents related to a negotiated contract under Section 610.021(12)RSMO.
22. Adjournment

August 14, 2018

The August 14, 2018 City Council meeting was called to order at 7:30 p.m., Mayor Barry Greenberg presiding.

ON ROLL CALL, the following members were present: Mayor Greenberg, Councilmember Crader, Councilmember Dunn, Councilmember Faulkingham, Councilmember Phillips, Councilmember Schmidt and Councilmember Wood.

MOTION TO EXCUSE COUNCILPERSON: No need.

APPROVAL OF THE COUNCIL AGENDA: Councilmember Wood motioned to approve, duly seconded by Councilmember Phillips, which motion received the approval of the Council.

PUBLIC HEARING TO HEAR CITIZEN'S COMMENTS ON A REQUEST BY SCHNUCKS TO BE LOCATED AT 7355 MANCHESTER FOR A PACKAGED AND SUNDAY PACKAGED LIQUOR LICENSE AND ORIGINAL PACKAGE TASTING LICENSE: No one spoke.

PUBLIC HEARING TO CONSIDER A PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT FOR WHICH THE CITY HAS RECEIVED A PETITION TO ESTABLISH THE SUNNEN STATION COMMUNITY IMPROVEMENT DISTRICT (CID): Angela Odum, an attorney with Armstrong Teasdale, gave a presentation regarding the special taxing district within the Sunnen Station development.

PUBLIC FORUM: Matt Williams, business and property owner, spoke in support of the Maplewood Police Department and the great job they are doing for the residents and businesses in the city.

ANNOUNCEMENTS: None.

APPROVAL OF THE JULY 24, 2018 CITY COUNCIL MEETING MINUTES AND CLOSED SESSION MINUTES: Councilmember Wood motioned to approve, duly seconded by Councilmember Phillips, which motion received the approval of the Council.

MOTION TO APPROVE A REQUEST BY SCHNUCKS TO BE LOCATED AT 7355 MANCHESTER FOR A PACKAGED AND SUNDAY PACKAGED LIQUOR LICENSE AND ORIGINAL PACKAGE TASTING LICENSE: Councilmember Wood motioned to approve, duly seconded by Councilmember Phillips, which motion received the approval of the Council.

**R18-40**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, REAPPOINTING MEMBERS TO THE DEER CREEK CENTER COMMUNITY IMPROVEMENT DISTRICT AND ESTABLISHING THEIR TERMS OF OFFICE AS FOLLOWS: MARTIN CORCORAN AS DIRECTOR TO A 4 YEAR TERM EXPIRING AUGUST 21, 2022; ANTHONY TRAXLER AS DIRECTOR TO A 4 YEAR TERM EXPIRING AUGUST 21, 2011 AND LESLIE R. MILTON AS DIRECTOR TO A 4 YEAR TERM EXPIRING AUGUST 21, 2022 was introduced. It was moved by Councilmember Wood, duly seconded by Councilmember Phillips to approve the

resolution which motion received the following roll call vote: Ayes, members Crader, Dunn, Faulkingham, Mayor Greenberg, Phillips, Schmidt and Wood. Nays, none.

**R18-41**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF VEE-JAY CEMENT IN THE AMOUNT OF ONE HUNDRED FORTY ONE THOUSAND NINE HUNDRED TEN DOLLARS (\$141,910) FOR THE REPLACEMENT OF THE MUNICIPAL TENNIS COURTS was introduced. It was moved by Councilmember Wood, duly seconded by Councilmember Phillips to approve the resolution which motion received the following roll call vote: Ayes, members Crader, Dunn, Faulkingham, Mayor Greenberg, Phillips, Schmidt and Wood. Nays, none.

**BILL 6097**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI APPROVING A PETITION FOR THE CREATION OF THE SUNNEN STATION COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE DISTRICT AS A POLITICAL SUBDIVISION OF THE STATE OF MISSOURI; APPROVING THE APPOINTMENT OF THE INITIAL BOARD OF THE DISTRICT; DECLARING THAT A PORTION OF THE REAL ESTATE WITHIN THE DISTRICT IS A BLIGHTED AREA UNDER THE COMMUNITY IMPROVEMENT DISTRICT ACT; AUTHORIZING THE CITY CLERK TO NOTIFY THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT OF THE CREATION OF THE DISTRICT; APPROVING THE FORM OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND AMONG THE CITY, THE DISTRICT, THE SUNNEN STATION REDEVELOPMENT CORPORATION AND SUNCO, LLC, AND AUTHORIZING THE EXECUTION THEREOF; AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO was given its first reading. It was moved by Councilmember Wood, duly seconded by Councilmember Phillips, that Bill No. 6097 be moved to its second reading, which motion received the majority approval; by voice vote, of the Council.

On its second reading, it was moved by Councilmember Wood, duly seconded by Councilmember Phillips that Bill No. 6097 be passed to its third and final reading, which motion received the majority approval of the Council.

**BILL 6095**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI TO RE-ADOPT AND TO ESTABLISH AND MAKE PUBLIC A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTEREST FOR CERTAIN MUNICIPAL OFFICIALS was given its third and final reading. It was moved by Councilmember Wood, duly seconded by Councilmember Phillips, that Bill No. 6095 be approved which motion received the following roll call vote: Ayes, members Crader, Dunn, Faulkingham, Mayor Greenberg, Phillips, Schmidt and Wood. Nays, none.

BILL NO. 6095 was approved by the City Council on this 14<sup>th</sup> day of August, 2018 as **Ordinance number 5890**.

**BILL 6096**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI ADOPTING THE BUDGET FOR THE CITY OF MAPLEWOOD, MISSOURI FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 THROUGH JUNE 30, 2019 was given its third and final reading. It was moved by Councilmember Wood, duly seconded by Councilmember Phillips, that Bill

No. 6096 be approved which motion received the following roll call vote: Ayes, members Crader, Dunn, Faulkingham, Mayor Greenberg, Phillips, Schmidt and Wood. Nays, none.

BILL NO. 6096 was approved by the City Council of this 14<sup>th</sup> day of August, 2018 as **Ordinance number 5891**.

DISCUSSION OF TRAFFIC CALMING PLAN: The Maplewood Traffic Calming Program guidelines were discussed. The Council requested a definition of residential streets versus collector streets. The Council authorized the City Manager to proceed to purchase speed bumps for installation on Marietta Ave.

COUNCIL COMMUNICATION: None.

MAYOR'S REPORT: Mayor Greenberg stated he met with AARP regarding trainers for the senior internet café program and will be moving forward on this project. Also discussed was a proposal for a Maplewood Placemaking Around Transit program.

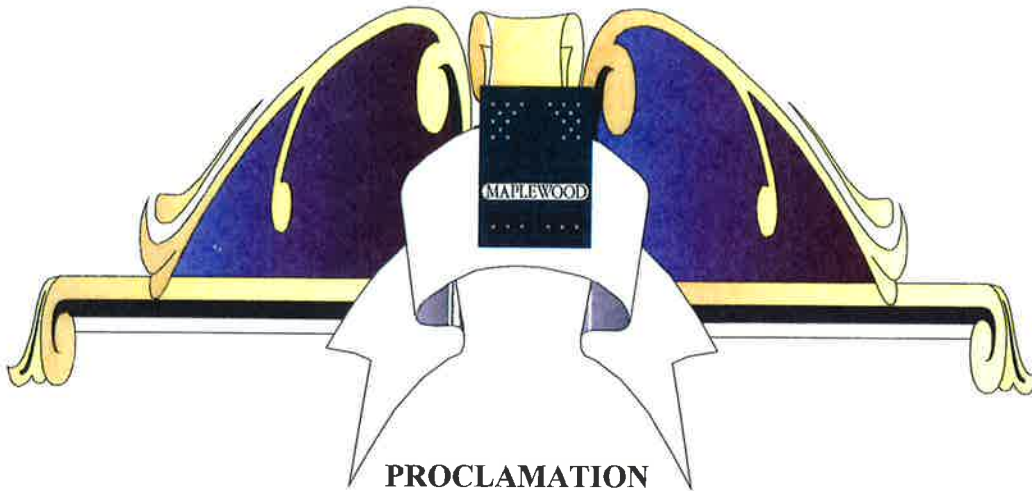
CITY ATTORNEY'S REPORT: No report.

CITY MANAGER'S REPORT: Mr. Corcoran stated there will be no Council meeting on August 28. The next Council meeting will be September 11, 2018. He stated the construction of the Veterans Memorial in front of City Hall is in progress.

MOTION TO HOLD A CLOSED SESSION, IF NEEDED, TO DISCUSS MATTERS RELATING TO LITIGATION, LEGAL ACTIONS AND/OR COMMUNICATION FROM THE CITY ATTORNEY AS PROVIDED FOR IN SECTION 610.021(1)RSMO. AND/OR SPECIFICATIONS FOR COMPETITIVE BIDDING UNDER SECTION 610.021(11) AND/OR SEALED BIDS AND RELATED DOCUMENTS AND SEALED PROPOSALS AND RELATED DOCUMENTS UNDER SECTION 610.021(11) AND/OR PERSONNEL MATTERS UNDER SECTION 610.021(13)RSMO. AND/OR EMPLOYEE MATTERS UNDER SECTION 610.021(3)RSMO. AND/OR REAL ESTATE MATTERS UNDER SECTION 610.021(2)RSMO. AND/OR DOCUMENTS RELATED TO A NEGOTIATED CONTRACT UNDER SECTION 610.021(12)RSMO: Councilmember Wood motioned to hold a closed session to discuss a legal matter, seconded by Councilmember Phillips and received the following roll call vote: Ayes, members Crader, Dunn, Faulkingham, Mayor Greenberg, Phillips, Schmidt and Wood. Nays, none.

The Council reconvened at 8:35 p.m.

There being no further business before the Council, the meeting adjourned at 8:36 p.m.



## PROCLAMATION

**WHEREAS,** September 17, 2018 marks the two hundred thirty-first anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS,** it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS,** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as Constitution Week.

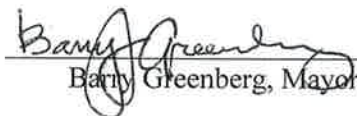
**NOW, THEREFORE, I,** Barry Greenberg, by virtue of the authority vested in me as Mayor of the City of Maplewood in the State of Missouri do hereby proclaim the week of September 17 through September 23 as

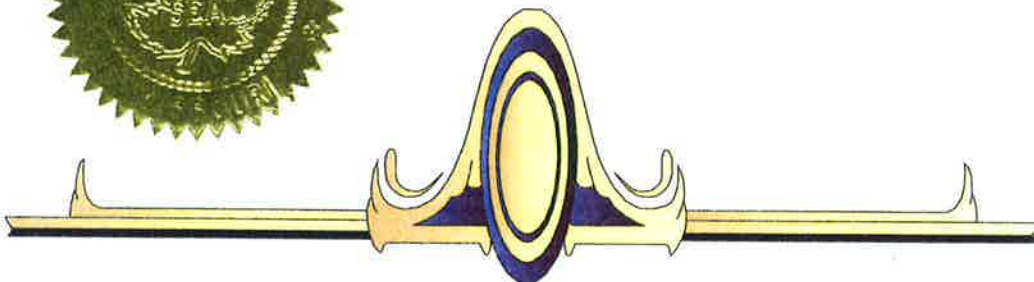
## CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Maplewood to be affixed this 11<sup>th</sup> day of September, of the year of our Lord two thousand eighteen.



  
Barry Greenberg, Mayor



# INTEROFFICE MEMORANDUM

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TO: Mayor & City Council

FROM: Martin J. Corcoran, City Manager

DATE: September 7, 2018

RE: Purchase of Speed Humps – Marietta Avenue

Attached is a resolution authorizing the City Manager to purchase 2, 28 foot speed humps for Marietta Avenue from Traffic Logix in the amount of \$7,540 which includes \$1,020 delivery cost. The City Council previously authorized the purchase of these speed bumps at the August 14, 2018 Council meeting.

Please contact me if you have any questions.

  
Martin J. Corcoran  
City Manager

Enclosure

Speed Humps-Marietta.docx





**Traffic Logix Inc.**  
 3 Harriet Lane, Spring Valley, NY 10977  
 Tel: 1-866-915-6449  
 Fax: 1-866-995-6449  
 www.trafficlogix.com

**Recycled Rubber  
 QUOTATION**

<b>NUMBER</b> 9062018001
<b>TODAY'S DATE</b> September 6, 2018
<b>COMMENTS</b>

<b>SOLD TO</b>
Martin Corcoran <a href="mailto:martv@cityofmaplewood.com">martv@cityofmaplewood.com</a> 314-646-3603

<b>Ship To</b>
City of Maplewood 7601 Manchester Rd. Maplewood, MO 63143

<b>CUSTOMER NUMBER</b>	<b>CUSTOMER PO</b>	<b>ACCOUNT MANAGER</b>	<b>TRAFFIC SAFETY SOLUTIONS</b> Manufacturers of Traffic Calming Devices, including Speed Bumps, Humps, Cushions, Tables; Cycle Lane; Flexible Curbing; Radar Feedback and Message Signs
<b>DATE ORDERED</b>	<b>SHIP VIA</b>	Jason Allen	
	GROUND	801-690-5420	

**NOTE** → Quotations are Valid for 31 Days

Ordered	PART NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
2		Speed Hump 7x3x28	\$ 3,260.00	\$ 6,520.00
	Designed Speeds 10-15 mph		Plus Freight	
	Consisting of	Includes all hardware (Bolts, Washers, Anchors, Anchor Adhesive)		
0	each MSH03	Ramp Taper w/ White arrow markings		
0	each LSH03-Y	Left Tapered End Cap - w/ White Markings		
0	each RSH03-Y	Right Tapered End Cap - w/ White Markings		
0	each	7" Rust Resist Bolts		
0	each	7" Plastic Anchors		
0	each	Washers		
0	each	Anchor Adhesive		
0	each	Anchor Tool		
0	each MSH33			
0	each LSH33			
0	each RSH33			

**THIS SECTION MUST BE COMPLETED BEFORE ORDER CAN BE PROCESSED**

	Mark with X	YES	NO
1 Does ship to location have a loading dock?			x
2 Is there a Fork Lift at the Location?	x		
3 If no loading dock, is there a fork lift and pallet jack?	x		
4 Is the ship to location a job site?			
5 Is the ship to location in a residential area?			
6 Is the ship to location to a military base?			x

Sales Tax if Applicable	0.00%
<b>Sub Total</b>	
<b>Freight</b>	
If loading dock and fork lift are available	
<b>Standard Ground Freight to SHIP TO ADDRESS</b>	\$1,020.00
Based upon answers from highlighted box	
<b>Additional Freight Charges</b>	\$ 7,540.00

**If tax exempt, please provide certificate with order.** **QUOTATION TOTALS**  
 Terms: 1% - 10 Days - Net 30 • We also accept: MC - VISA - AMEX - DISCOVER • Company Checks

APPROVED BY \_\_\_\_\_

Please Print \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Further correspondence or to place order, please return to: [jallen@trafficlogix.com](mailto:jallen@trafficlogix.com) **Thank You**

**RESOLUTION**

**R18-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AUTHORIZING THE CITY MANAGER TO PURCHASE TWO (2) TWENTY-EIGHT FOOT SPEED HUMPS FOR MARIETTA AVENUE AT A COST OF \$6,520.00 PLUS \$1,020.00 SHIPPING FOR A TOTAL COST OF \$7,540.00.

WHEREAS, the City Council has determined that Marietta Avenue merits traffic calming;  
and

WHEREAS, it has been determined that speed humps will calm traffic on Marietta Avenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS: The City Manager is hereby authorized to purchase two (2) twenty-eight foot speed humps from Traffic Logix Incorporated.

Passed this        day of        , 2018

\_\_\_\_\_  
Barry Greenberg, Mayor

Attest:

\_\_\_\_\_  
Karen R. Scheidt, Deputy City Clerk

Approved this        day of        , 2018

\_\_\_\_\_  
Barry Greenberg, Mayor

Attest:

\_\_\_\_\_  
Karen R. Scheidt, Deputy City Clerk

# INTEROFFICE MEMORANDUM

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TO: Martin J. Corcoran, City Manager

FROM: Chief Stephen M. Kruse

DATE: September 4, 2018

RE: Notice of Intent to Purchase Police Vehicles – Statewide Contract

Sir:

Upon Maplewood City Council approval, the 2018/19 police department budget allocates \$80,000.00 in Proposition P funds for the purchase of three (3) new police patrol vehicles, including related equipment, graphics, and associated equipment removal and installation costs. The vehicles shall include equipment and specifications standard to the police vehicle package, and will contain available manufacturer options as requested by the department.

Additional options requested by the department includes all vehicles being keyed alike, chrome center wheel caps, delete carpet and replace with rubber mats, and a rear view camera system to prevent backing accidents.

Chapter 34, Section 34.046 of Missouri Revised Statutes authorizes the State of Missouri's Division of Purchasing and Materials Management to provide cooperative procurement services by means of a joint purchasing program available to political subdivisions through the *Statewide Contract*. The current contract period for police vehicles commenced January 3, 2018, through December 31, 2018. The use of this contract is mandatory for all state agencies. Chapter 2, Section 292 of the Maplewood City Code also permits such cooperative purchasing agreements.

Accordingly, the Maplewood Police Department sought a request for proposal from the State of Missouri's Prime Contract Vendor for Ford Motor Company Police Interceptor Sedans and Utility patrol vehicles: Lou Fusz Ford, Inc. #2 Caprice Dr., Chesterfield, Missouri 63005; per *Contract #CC180382003* and *Vendor #43154579301 – Missouri Buys System ID#MB00094770*: Contact: Tom Biehle at 636-532-9955.

Lou Fusz Ford, Inc. submitted a bid proposal for the following three (3) police vehicles on August 29, 2018.

2019 Ford Taurus Police Interceptor Sedan 3.5L Eco-Boost V6 AWD W/Police Package = **\$27,331.00**

2019 Ford Taurus Police Interceptor Sedan 3.5L Eco-Boost V6 AWD W/Police Package = **\$27,331.00**

2019 Ford Explorer Police Interceptor Utility 3.7L V6 AWD W/Police Package = **\$28,248.00**

Additional Options & Dealer Preparation Charges = **\$2,835**

**Total Cost = \$85,745.00**

*Less Trade-in Allowance* for one (1) 2015 Ford Taurus Police Interceptor Sedan = **\$11,000.00**

*Less Trade-in Allowance* for one (1) 2015 Ford Taurus Police Interceptor Sedan = **\$11,000.00**

*Less Trade-in Allowance* for one (1) 2015 Ford Taurus Police Interceptor Sedan = **\$11,000.00**

**Total Trade-in Allowance = \$33,000.00**

**Total Cost = \$52,745.00**

**Page 2 – Notice of Intent to Purchase Police Vehicles – Missouri Statewide Contract  
September 4, 2018**

Mr. Biehle submitted a proposal for the 2019-model year, which the Ford Motor Company is currently manufacturing. However, he provided the same pricing listed for the 2018-model year, as it remains valid until the State of Missouri rebids police patrol vehicles.

Dealer preparation and delivery costs for police vehicles purchased through the Statewide Cooperative Procurement are permissible and included in the contract.

Missouri Statewide Contract #CC180382003 contains a rollover extension and remains effective through December 31, 2018.

I recommend purchasing the three (3) new police patrol vehicles from Lou Fusz Ford, Inc. through the *Missouri Statewide Contract* at a total cost of **\$52,745.00**.

The bid proposal will be maintained on file with the Maplewood City Clerk's Office.

Respectfully submitted,

Stephen M. Kruse  
Chief of Police

**Attachments:** Bid Proposal – Lou Fusz Ford, Inc. - Dated August 29, 2018  
Notification of Missouri Statewide Contract – Patrol Vehicles – Current Model Year



Date: 08/29/18

Vendor Tom Biehle  
 Lou Fusz Ford  
 #2 Caprice Dr  
 Chesterfield, MO 63005  
 (636) 532-9955

City of Maplewood  
 Sgt Mike Martin

Shipping Method

Customer Pickup

MSHP Contract # CC180382003

Qty	Item #	Description	Unit Price	Line Total
1.00	33	2019 Ford Police Interceptor SUV	\$ 28,248.00	\$ 28,248.00
1.00	40	Prep Charge	\$995.00	995.00
1.00	38	Chrome Center Caps	(\$60.00)	(60.00)
1.00	35	Delete Carpet	(\$120.00)	(120.00)
1.00	52	Keyed Alike	\$50.00	50.00
1.00	52	Rear View Camera in Mirror	\$0.00	-
2.00	26	2019 Ford Police Interceptor AWD Sedan	\$ 27,331.00	54,662.00
2.00	32	Prep Charge	\$995.00	1,990.00
2.00	30	Chrome Center Caps	(\$60.00)	(120.00)
2.00	52	Delete Carpet	\$0.00	-
2.00	32	Keyed Alike	\$50.00	100.00
3.00	Trade	Trade for 3 2015 Ford PI Sedans 1FAHP2MT9FG207958 1FAHP2MT7FG207960 1FAHP2MT0FG207959	(\$11,000.00)	(33,000.00)

Subtotal \$ 52,745.00  
 Sales Tax  
 Total \$ 52,745.00



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

**NOTIFICATION OF STATEWIDE CONTRACT**

June 12, 2018

**CONTRACT TITLE: MODEL YEAR 2018 PATROL VEHICLES**

<b>CURRENT CONTRACT PERIOD:</b>	January 3, 2018 through December 31, 2018	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	January 3, 2018 through June 30, 2018
	Renewal Options Available:	Roll-Over Extension Available
	Potential Final Expiration:	December 31, 2018
<b>BUYER INFORMATION:</b>	Jason Kolks (573) 522-1620 <a href="mailto:jason.kolks@oa.mo.gov">jason.kolks@oa.mo.gov</a>	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.

Local Purchase Authority shall not be used to purchase supplies/services included  
in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
CC180382003	4315457930 1 MB00094770	Lou Fusz Ford #2 Caprice Dr. Chesterfield, MO 63005 (636) 532-9955 (636) 519-8005 fax  <u>Contact:</u>  Tom Biehle – <a href="mailto:tom.biehle@fusz.com">tom.biehle@fusz.com</a>	No	Yes

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
July 1, 2018 through December 31, 2018	6/12/18	Roll-over extension for the Ford Police Interceptor Sedan and Utility
January 3, 2018 through June 30, 2018	6/1/18	Roll-over extension for the Chevrolet Dodge models
January 3, 2018 through June 30, 2018	04/11/18	Order cut-off dates revised for Chevrolet models.
January 3, 2018 through June 30, 2018	04/06/18	Updated Buyer information.
January 3, 2018 through June 30, 2018	03/05/18	Order cut-off dates added for Ford and Chevrolet models.
January 3, 2018 through June 30, 2018	02/15/18	Order cut-off dates added for Dodge models.
January 3, 2018 through June 30, 2018	01/08/18	Updated contact information for Lou Fusz Dodge.
January 3, 2018 through June 30, 2018	01/03/18	Initial issuance of new statewide contract

**PATROL VEHICLES – MODEL YEAR 2018**  
(Statewide)

Contract Number: CC180382003

Contractor: Lou Fusz Ford

**Line Item 26**

UNSPSC Code: 25101702

**MAKE/MODEL:** 2018 Ford Police Interceptor Sedan

**PRICE:** \$27,331.00

roll-over extension until 12/31/18

**EQUIPMENT INCLUDED IN PRICE**

- V-6 type, 3.5 liter turbo-charged (EcoBoost) gasoline engine with heavy-duty cooling system and engine oil cooler
- 148 mph top speed calibration
- All wheel drive
- Six speed automatic heavy-duty police calibration, column mounted gear selector and auxiliary oil cooler
- Heavy-duty electric power assist steering
- Tilt steering wheel
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Independent front and rear suspension. Front and rear stabilizer bars
- Five (5) tires, 245/55R18 BSW, "W" speed rated (includes full size spare)
- Five (5) 18" heavy-duty steel wheels (includes full size spare)
- 18" Full Wheel Covers
- 220 ampere heavy duty alternator
- 750 c.c.a. minimum battery
- Police type speedometer certified for accuracy
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- Manufacturer's standard radio
- Power adjustable brake and accelerator pedals
- Radio noise suppression bonding straps
- Rear inside door locks and handles fully operable
- Automatic Deck Lid Release, ignition controlled
- Deck lid and driver door key lock cylinder
- Single key locking system
- Heavy-duty front bucket seats without center console, designed for police usage and covered with heavy-duty cloth fabric. 6-way power adjusting driver seat
- Heavy-duty cloth bench rear seat
- Manufacturer's standard air bags
- Full carpeting both front and rear
- Carpeted floor mats
- Front license bracket
- Factory spotlight provision, left hand with 6" halogen spotlight
- Police power pigtail harness
- Pre-wiring for LED, siren, and speaker
- Courtesy lamps disabled when any door is opened
- Front row overhead red/white auxiliary dome lamp
- Standard Production Solid Color Exterior and Standard Interior Trim
- L.H and R.H power heated power adjusting outside rearview mirrors
- Remote Keyless entry with a minimum of two (2) FOBs
- Head lamp housing prep package. Does not include LED installed lights
- Tail lamp housing prep package. Does not include LED installed lights.
- Power windows and door locks, rear power windows operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position
- Police engine idle feature

**AVAILABLE OPTIONS**  
(for line item 26)

<b>Line Item 27</b> – 3.7 liter V6 gasoline engine with all wheel drive (normally aspirated)	<b><u>\$2,400.00</u></b> (credit)
<b>Line Item 28</b> – 3.5 liter V6 gasoline engine with front wheel drive (normally aspirated)	<b><u>\$3,400.00</u></b> (credit)
<b>Line Item 29</b> – Ford SYNC	<b><u>\$295.00</u></b>
<b>Line Item 30</b> – Standard wheel center caps in lieu of full wheel covers	<b><u>\$60.00</u></b> (credit)
<b>Line Item 31</b> – Blind spot information system With cross traffic alert	<b><u>\$415.00</u></b>
<b>Line Item 52</b> – Miscellaneous Options/Features	



\*\*for the purchase of options/features not specifically identified herein

**DELIVERY:** 90-120 days ARO

**WARRANTY:** 3 years or 36,000 miles (bumper to bumper)  
5 years or 100,000 miles (power train)

**PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES  
(fee pertains to line item 26)**

**Line Item 32 – Preparation Cost** **\$995.00 per vehicle**  
Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

**Line Item 51 – Delivery Cost** **\$1.50 per mile**  
Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Chesterfield, Missouri.

\*\*\*\*\*

**PATROL VEHICLES – MODEL YEAR 2018**  
(Statewide)

**Contract Number: CC180382003**

**Contractor: Lou Fusz Ford**

**Line Item 33**

**UNSPSC Code: 25101702**

**MAKE/MODEL: 2018 Ford Police Interceptor Utility AWD**

**PRICE: \$28,248.00**

roll-over extension until 12/31/18

**EQUIPMENT INCLUDED IN PRICE**

- V-6 type, 3.7 liter normally aspirated gasoline engine with heavy-duty cooling system and engine oil cooler
- All wheel drive
- Six speed automatic heavy-duty police calibration, column mounted gear selector and auxiliary oil cooler
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Heavy-duty electric power assist steering
- Tilt steering wheel
- Independent front and rear suspension. Front and rear stabilizer bars
- Five (5) tires, 245/55R18 BSW, "W" speed rated (includes full size spare)
- Five (5) 18" heavy-duty steel wheels (includes full size spare)
- 18" Full Wheel Covers
- 220 ampere heavy-duty alternator
- 750 c.c.a. minimum battery
- Police type speedometer certified for accuracy
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- Manufacturer's standard radio
- Manufacturer's standard backup camera
- Reverse sensing system
- Power adjustable brake and accelerator pedals
- Radio noise suppression bonding straps
- Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position
- Rear inside door locks and handles fully operable
- Global lock/unlock feature
- Lift gate key lock cylinder and driver door key lock cylinder
- Single key locking system
- Power adjusting heated outside rearview mirrors
- Heavy-duty front bucket seats without center console, designed for police usage and covered with heavy-duty cloth fabric. 6-way power adjusting driver seat
- Privacy glass for second and third row
- Heavy-duty cloth bench rear seat
- Manufacturer's standard air bags
- Full carpeting first and second row
- Carpeted floor mats
- Front license bracket
- Factory spotlight provision, left hand with 6" halogen spotlight

- Police power pigtail harness
- Pre-wiring for LED lamp, siren and speaker
- Courtesy lamps disabled when any door is opened
- First row red/white auxiliary dome lamp
- Red/White overhead dome lamp in cargo area.
- Headlamp housing prep package. Does not include LED installed lights.
- Tail lamp housing prep package. Does not include LED installed lights.
- Police engine idle feature
- Standard production solid color exterior and standard interior trim
- Left hand and right hand power adjusting outside rearview mirrors
- Remote keyless entry with a minimum of two (2) fobs

**AVAILABLE OPTIONS  
(for line item 33)**

- |  |                                    |
|--|------------------------------------|
| <b>Line Item 34</b> – 3.5 liter V6 Turbo-charged (EcoBoost) gasoline engine  | <b><u>\$1,800.00</u></b>           |
| <b>Line Item 35</b> – Black vinyl floor covering (Deletes carpet and carpeted floor mats)  | <b><u>\$120.00</u></b><br>(credit) |
| <b>Line Item 36</b> – Auxiliary air conditioning   | <b><u>\$610.00</u></b>             |
| <b>Line Item 37</b> – Ford SYNC  | <b><u>\$295.00</u></b>             |
| <b>Line Item 38</b> – Standard wheel center caps   | <b><u>\$60.00</u></b><br>(credit)  |
| <b>Line Item 39</b> – Blind spot information system with cross traffic alert   | <b><u>\$485.00</u></b>             |
| <b>Line Item 52</b> – Miscellaneous Options/Features<br>***for the purchase of options/features not specifically identified herein |                                    |
| <b>DELIVERY:</b> 90-120 days ARO   |                                    |
| <b>WARRANTY:</b> 3 years or 36,000 miles (bumper to bumper)<br>5 years or 100,000 miles (drive train)                              |                                    |

**PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES**  
(fee pertains to line item 33)

**Line Item 40 – Preparation Cost** **\$995.00 per vehicle**  
Other State agencies and Cooperative Procurement members  
may purchase vehicles off this contract. The total vehicle preparation  
cost stated for the vehicles processed through the contractors dealership is  
charged per vehicle.

**Line Item 51 – Delivery Cost** **\$1.50 per mile**  
Total round trip per mile cost for contractor to deliver cooperative  
procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Chesterfield, Missouri.

\*\*\*\*\*

**RESOLUTION**

**R18-**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI AUTHORIZING THE CITY MANAGER TO PURCHASE THREE (3) POLICE PATROL VEHICLES FROM LOU FUSZ FORD, INC. BY MEANS OF THE STATEWIDE CONTRACT AVAILABLE THROUGH THE STATE OF MISSOURI'S DIVISION OF PURCHASING AND COOPERATIVE PROCUREMENT SERVICES IN THE AMOUNT OF FIFTY-TWO THOUSAND SEVEN HUNDRED FORTY-FIVE DOLLARS (\$52,745.00).

WHEREAS, the City of Maplewood desires to purchase two (2) 2019 Ford Police Interceptor Sedan patrol vehicles and one (1) 2019 Ford Police Interceptor Utility patrol vehicle, which shall include equipment and specifications standard to the police vehicle package and requested options; and

WHEREAS, Lou Fusz Ford, Inc. is the low bidder for all three (3) police patrol vehicles through the state cooperative purchasing agreement; and

WHEREAS, Lou Fusz Ford, Inc. is providing a trade-in allowance of thirty-three thousand dollars (\$33,000.00) for three (3) 2015 Police Interceptor Sedans; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI AS FOLLOWS: The City Manager is hereby authorized to purchase two (2) 2019 Ford Police Interceptor Sedan patrol vehicles at a cost of \$27,331.00 per vehicle, and one (1) 2019 Ford Police Interceptor Utility patrol vehicle at a cost of \$28,248.00 from Lou Fusz Ford, Inc. All vehicles include the standard police vehicle package with dealer preparation charges and requested options/deletions at an additional cost of (\$2,835.00); less a trade-in allowance of thirty-three thousand dollars (\$33,000.00) for three (3) 2015 Ford Police Interceptor Sedans; resulting in a total cost to the City of Maplewood of fifty-two thousand seven hundred forty-five dollars (\$52,745.00).

Passed this            day of            , 2018

\_\_\_\_\_  
Barry Greenberg, Mayor

Attest:

\_\_\_\_\_  
Karen R. Scheidt, Deputy City Clerk

Approved this            day of            , 2018

\_\_\_\_\_  
Barry Greenberg, Mayor

Attest:

\_\_\_\_\_  
Karen R. Scheidt, Deputy City Clerk

# INTEROFFICE MEMORANDUM

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TO: Mayor & City Council

FROM: Martin J. Corcoran, City Manager

DATE: September 7, 2018

RE: Purchase of Two Administrative Vehicles – Statewide Contract

I am requesting that the City Council authorize me to purchase two 2019 Ford Fusion Hybrid vehicles from Joe Machens Ford Lincoln by means of the statewide contract available through the State of Missouri's Division of Purchasing and Cooperative Procurement Services in the amount of \$22,920 plus \$100 delivery charge per vehicle.

The 2018-19 budget authorized the purchase of these two administrative vehicles of which one will be used by the city manager.

If you have any questions, please contact me.

  
Martin J. Corcoran  
City Manager



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING**

**NOTIFICATION OF STATEWIDE CONTRACT**

June 22, 2018

**CONTRACT TITLE: MODEL YEAR 2018 FLEET PASSENGER CARS**

<b>CURRENT CONTRACT PERIOD:</b>	<b>December 18, 2017 through June 30, 2018</b>	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	December 18, 2017 through June 30, 2018
	Renewal Options Available:	Roll-Over Extension Available
	Potential Final Expiration:	December 31, 2018
<b>BUYER INFORMATION:</b>	Jason Kolks (573) 522-1620 <a href="mailto:jason.kolks@oa.mo.gov">jason.kolks@oa.mo.gov</a>	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.  
Local Purchase Authority shall not be used to purchase supplies/services included  
in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE- MENT
CC180230001	4313370020 1 MB00089555	Don Brown Chevrolet Inc. 2244 South Kingshighway St. Louis, MO 63110 (314) 772-1400 (314) 772-1022 fax  <u>Contact:</u>  Dave Helterbrand <a href="mailto:dave@donbrownchevrolet.com">dave@donbrownchevrolet.com</a>	No	Yes

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCUREMENT
CC180230002	4746580860 1 MB00095149	<p>Joe Machens Ford Lincoln            1911 West Worley            Columbia, MO 65202            (573) 445-4411            (573) 445-8164 fax</p> <p>Contact:</p> <p>Kelly Sells  <a href="mailto:ksells@machens.com">ksells@machens.com</a></p>	No	Yes

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
December 18, 2017 through June 30, 2018	6/22/18	Rollover Extension processed for Ford Fusion S Hybrid
December 18, 2017 through June 30, 2018	6/1/18	Rollover Extension processed for Chevrolet Cruz and Impala
December 18, 2017 through June 30, 2018	4/11/18	Order cut-off dates revised for Chevrolet models.
December 18, 2017 through June 30, 2018	04/06/18	Updated Buyer information.
December 18, 2017 through June 30, 2018	03/05/18	Order cut-off dates added for Chevrolet and Ford models.
December 18, 2017 through June 30, 2018	12/18/17	Initial issuance of new statewide contract



**PASSENGER CARS – 2018 MODEL YEAR  
(Statewide)**

**GENERAL INFORMATION**

**SAM 2 User Note:** The state agency user will note that not all line item numbers on this notice and on SAM 2 are consecutively numbered. This is because the numbering herein follows the numbering from the RFP, which will also be the numbering the contractor will use for invoicing. For reasons of consistency between the RFP document and the contract, the line items herein follow the RFP even though they are not consecutive. SAM 2 line item numbering should match numbering on this statewide notice.

Vehicle specifications and prices, including options, are included herein.

**BRAND AND MODEL**

<b>Contract Number</b>	<b>Line Item Description</b>	<b>Brand/Model Awarded</b>	<b>Contractor</b>
	Compact; 4-Door Sedan; Alternative Fuel	<b>NO AWARD</b>	
CC180230001	Compact; 4-Door Sedan; Regular Unleaded Fuel	Chevrolet Cruze	Don Brown Chevrolet
	Mid-Size; 4-Door Sedan; Alternative Fuel	<b>NO AWARD</b>	
CC180230001	Mid-Size; 4-Door Sedan; Regular Unleaded Fuel	Chevrolet Malibu	Don Brown Chevrolet
	Full-Size; 4-Door Sedan; Alternative Fuel	Chevrolet Impala	
	Full-Size; 4-Door Sedan; Regular Unleaded Fuel	Chevrolet Impala	
CC180230002	Mid-Size; 4-Door Sedan; Hybrid	Ford Fusion S Hybrid	Joe Machens Ford Lincoln

**ORDERING**

**Note to State Agencies:** Prior to making a vehicle purchase, the state agency must complete a vehicle pre-approval form and submit to Stan Perkins, Acting State Fleet Manager. The pre-approval form can be found at the following website address:

<https://oa.mo.gov/general-services/state-fleet-management/vehicle-preapproval-process-and-vehicle-credits>

Once the state agency receives approval from the State Fleet Manager, the agency shall issue its own PGQ (Quick Price Agreement) order in SAMII or a requisition within MissouriBUYS. The contractor must not ship until they are in receipt of a hard copy purchase order.

**Cooperative Procurement Members Note:** The Vehicle Pre-Approval Form does not apply to cooperative procurement members – only to State of Missouri agencies.

**SPECIFIC CONTRACTUAL AND PERFORMANCE REQUIREMENTS OF THE CONTRACTORS:**

**General:**

The contractor shall provide Model Year 2018 Fleet Passenger Cars with all manufacturer standard equipment and any additional equipment required by the State of Missouri on an as needed, if needed basis. The base price on contract shall include all mandatory requirements and specifications presented herein.

**PASSENGER CARS – 2018 MODEL YEAR**  
**(Statewide)**

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All items of standard equipment which are normally provided with each vehicle by the manufacturer shall be furnished unless such items are expressly omitted by the RFP specifications. Conversely, mandatory items that are considered non-standard by the manufacturer shall be provided as specified.

All options and/or accessories stated herein must be manufacturer's original equipment. Aftermarket options and/or accessories shall not be acceptable.

As applicable, all options must be factory installed.

Each vehicle shall be clean, lubricated, serviced and ready for immediate service. This shall include installation of all required options and accessories and removal of all plastic and signage (e.g. window sticker) from the interior and exterior of the vehicle. The window sticker may be left in the "glove box" or included with other documentation.

***Corporate Average Fuel Economy (CAFE) Standard Requirement:***

The contractor shall only provide vehicles under contract from manufacturers that meet the federal government's Corporate Average Fuel Economy (CAFE) standard as established by the National Highway Traffic Safety Administration (NHTSA) for the respective class of vehicle stated in the RFP.

***Single Point of Contact:***

The contractor shall act for the state agency or public entity as a "single point of contact" regarding all contract use issues such as ordering, invoicing, delivery, and payment regardless of subcontract arrangements.

As the single point of contact, the contractor/subcontractor must provide a minimum of one (1) customer service representative assigned to the State of Missouri contract. It is highly desirable the contractor provide a back-up representative as well. The contractor's customer service representative and the backup, if provided, must promptly answer questions and resolve problems that arise. The customer service representative must be available to the State during the contractor's regular operating hours. Contract representatives shall be available to the state agencies by phone, fax, or email. The contractor/subcontractor shall provide all contact information to the Division of Purchasing and keep it maintained and updated through the duration of the contract.

***Warranty:***

The Manufacturer's Standard Factory Warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the unit is placed in service.

All warranty service must be performed in Missouri.

***Order Documentation Requirement:***

Upon request and at no cost to the State of Missouri, the contractor must provide the state agency with a copy of the order documentation submitted to the manufacturer when ordering each vehicle.

***Delivery:***

Delivery must be made between the hours of 8:00 a.m. and 12:00 Noon or 1:00 p.m. and 4:00 p.m., Monday through Friday, Central Time. Deliveries shall not be made on state holidays.

The contractor shall notify the state agency a minimum of twenty-four (24) hours prior to delivery of the vehicle to the state agency location.

**PASSENGER CARS – 2018 MODEL YEAR**  
(Statewide)

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The contractor must understand and plan accordingly that upon delivery the state agency representative must verify the vehicle delivered has all required equipment and options and that nothing was damaged during the delivery of the vehicle. If something is damaged during delivery of the vehicle, the contractor shall address in accordance with the paragraphs below relating to repair or replacement of damaged product.

Each vehicle shall be delivered with the proper form to apply for Missouri title and license including the Manufacturer’s Statement of Origin and invoice.

- The invoice/title for all alternative fuel vehicles must clearly indicate the vehicle is alternative fuel (flex fuel (FFV) or E-85).

Each vehicle shall be delivered with the owner’s manual.

The contractor shall comply with the manufacturer’s recommended pre-delivery service.

In the event the contractor fails to deliver the vehicle by the stated ARO time, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. In assessing the applicability of this provision, the State of Missouri will consider the degree of contractor responsibility in the delay.

The contractor shall understand and agree that the delivery charges (line items 42 or 43) shall not be applied nor invoiced to vehicles purchased by and delivered to Missouri state agencies. Any delivery charges shall only apply to public entities making purchases through the Missouri Cooperative Procurement Program. The contractor shall be entitled to receive the per mile delivery price (line item 42) or the guaranteed, not-to-exceed total delivery price per vehicle (line item 43) which can only be assessed for delivery of a vehicle to any cooperative entity throughout the State of Missouri. If the contractor proposes both the per mile delivery price and the guaranteed, not-to-exceed total delivery price, the contractor shall understand that the total delivery price assessed by way of the per mile price (line item 42) shall not exceed the guaranteed-not-to-exceed total delivery price per vehicle (line item 43). The lesser of the two prices (line items 42 or 43) shall be charged to the public entity.

***Repair or Replacement of Damaged Product:***

The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to the State of Missouri. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the vehicle and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

***Potential Recall or Manufacturer Initiated Customer Service Action/Notification Requirement:***

The contractor shall be responsible for accessing potential recall notices from the National Highway Traffic Safety Administration (NHTSA), as well as any manufacturer initiated customer service actions prior to delivering the vehicles to the state agency location. If a recall or customer service action is found for the vehicle being delivered to the state agency, the contractor should, to the best of their ability, complete the necessary action(s) prior to delivery. If the contractor is unable to address the required recall or customer

service action(s) prior to delivery, the contractor must inform the state agency of the “open” recall or customer service action upon delivery. The

**PASSENGER CARS – 2018 MODEL YEAR**  
**(Statewide)**

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contractor shall then assist the state agency in getting the recall or customer service action(s) completed as quickly as possible.

***Financial Responsibility:***

The State of Missouri recognizes that dealerships may make financial arrangements that result in a finance company retaining a security interest in vehicles the State of Missouri purchases until such time as the dealership receives payment in full for those vehicles. The contractor shall understand and agree that a separate "Acknowledgement of Security Interest and Assignment" or similar document shall not be necessary and shall not be signed by the State of Missouri.

***Substitutions:***

The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing.

In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.

Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing shall be the final authority as to acceptability of any proposed substitution.

Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.

The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

**NOTE: IF ANY OF THE ABOVE PERFORMANCE REQUIRMENTS ARE NOT MET AND/OR VEHICLE DELIVERED DOES NOT HAVE ALL NECESSARY EQUIPMENT, PLEASE CONTACT JASON KOLKS AT (573) 522-1620 OR [jason.kolks@oa.mo.gov](mailto:jason.kolks@oa.mo.gov).**

PASSENGER CARS – 2018 MODEL YEAR  
(Statewide)

Contract Number: CC180230002

Contractor: Joe Machens Ford Lincoln

**Line Item 35** – Mid-Size; 4-Door Sedan; Hybrid  
UNSPSC Code: 25101503

**MAKE/MODEL: Ford Fusion S Hybrid**

**PRICE:**

**\$22,920.00**

(extended through 12/31/18)

***THIS VEHICLE REQUIRES APPROVAL FROM THE STATE FLEET MANAGER***

**EQUIPMENT INCLUDED IN PRICE**

2.0 Liter iVCT Atkinson Cycle, 4 Cylinder Hybrid	112.2 inch Wheelbase
191.8 inch Overall Length	Front Wheel Drive
Automatic eCVT Transmission	Lithium-Ion Battery Pack System
Power Steering	All Season Tires with Tire Inflation & Sealant Kit
Front Cloth Bucket Seats	Rear 60/40 Bench Seat
Air Bags – manufacturer’s standard	Speed Control and Tilt Wheel
Manufacturer’s Standard Heating and Air Conditioning	Two (2) Sets of Keys with Keyless Entry Remotes
Manufacturer’s Standard AM/FM Radio	4 Wheel Anti-Lock Brakes
Daytime Running Lamps	Power Windows, Door Locks and Exterior Mirrors
Electric Rear Window Defroster	Carpeted Floor Mats (front & rear)
2 - 12 Volt Power Points	Dome & Map Lights
Push Button Start	Rotary Gear Shift Dial
Aluminum Wheels	Rear Camera
SYNC (Bluetooth)	Advance Trac
Easy Fuel Capless Filler	AutoLamp
Tire Pressure Monitors	

Available Exterior Colors: Shadow Black, White Gold, Magnetic Grey, Lightning Blue, Ingot Silver, Oxford White, Blue Metallic

Available Interior Colors: Medium Light Stone

Manufacturer’s Estimate Fuel Mileage: City – 43 Highway – 41 Combined – 42  
Fuel Tank Size: 14 gallons

**AVAILABLE OPTIONS**

**Line Item 37** – 3<sup>rd</sup> Set of Keys or Key FOBS with Remote Keyless Entry Transmitter **\$220.00**

**Line Item 39** – Blind Spot Warning Feature **\$1,880.00**

\*\*Part of an option package – options include the following:

Fusion “SE” in lieu of “S” – Fusion SE Fleet Driver Assist Package:  
Auto High Beams, BLIS, Lane Keeping Aid, Lane Keeping Alert,  
Rain Sensing Wipers, Reverse Sensing System, Power Driver & Passenger  
Seats, Satellite Radio, etc.

**PROPANE AND/OR CNG PREP PACKAGE AVAILABLE? NO**

**DELIVERY:** 90 – 120 days ARO – Subject to Delays

**WARRANTY:** 3 year (36,000 miles) bumper to bumper; 5 year (60,000 miles) on the power train.

**PASSENGER CARS – 2018 MODEL YEAR**  
**(Statewide)**

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The following line item has been awarded to all vendors listed above and may be used for the purchase of miscellaneous options/features for the models specified that are not stated herein.

**Line Item 41 – Miscellaneous Options/Features**

(Shall be used for the purchase of miscellaneous options/features not specified herein (including upcharges for special exterior paint colors; e.g., metallic). Prior to issuing a purchase order, the state agency shall contact the contractor to obtain the price for the option required.)

**COOPERATIVE PROCUREMENT DELIVERY PRICE**

The contractor will allow other political subdivisions throughout the State of Missouri to purchase off the contract through the Cooperative Procurement Program. The following is the applicable charges to deliver the vehicle to a cooperative procurement entity:

**CC180230001 – Don Brown Chevrolet**

Price per Mile	\$0.98 (round trip per vehicle)
Guaranteed Not To Exceed Total Delivery Price	\$300.00 (per vehicle)

The vehicles will be delivered from St. Louis, Missouri.

**CC180230002 – Joe Machens Ford Lincoln**

Price per Mile	\$0.50 (round trip per vehicle)
Guaranteed Not To Exceed Total Delivery Price	\$100.00 (per vehicle)

The vehicles will be delivered from Columbia, Missouri.

\*\*These prices shall not apply to state agencies. It shall apply only to public entities participating in the Cooperative Procurement Program.

**RESOLUTION**

**R18-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AUTHORIZING THE CITY MANAGER TO PURCHASE TWO (2) 2019 FORD FUSION HYBRIDS PASSENGER VEHICLES FROM JOE MACHENS FORD LINCOLN BY MEANS OF THE STATEWIDE CONTRACT AVAILABLE FROM THE STATE OF MISSOURI'S DIVISION OF PURCHASING AND COOPERATIVE PROCUREMENT SERVICES IN THE AMOUNT OF TWENTY-TWO THOUSAND NINE HUNDRED TWENTY DOLLARS (\$22,920.00) PLUS ONE HUNDRED DOLLARS (\$100) DELIVERY FEE PER VEHICLE.

WHEREAS, Joe Machens Ford is the low bidder for hybrid vehicles on the State of Missouri's Division of Purchasing and Cooperative Procurement Services contract; and

WHEREAS, the City of Maplewood desires to purchase two administrative vehicles through the state cooperative purchasing agreement; and

WHEREAS, two administrative vehicles have been approved for purchase in the 2018-19 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS: The City Manager is hereby authorized to purchase two 2019 Ford Fusion Hybrid vehicles in the amount of \$22,920 plus \$100 delivery fee per vehicle.

Passed this        day of        , 2018

\_\_\_\_\_  
Barry Greenberg, Mayor

Attest:

\_\_\_\_\_  
Karen R. Scheidt, Deputy City Clerk

Approved this        day of        , 2018

\_\_\_\_\_  
Barry Greenberg, Mayor

Attest:

\_\_\_\_\_  
Karen R. Scheidt, Deputy City Clerk



# INTEROFFICE MEMORANDUM

---

TO: Mayor & City Council

FROM: Martin J. Corcoran, City Manager

DATE: September 9, 2018

RE: Rosetta Watson Settlement Agreement

Attached is a resolution authorizing the City Manager to execute a release and settlement agreement between the City of Maplewood and Rosetta Watson. The City Council tentatively approved this settlement in Executive Session.

  
Martin J. Corcoran  
City Manager

Enclosure

Settlement Agreement.docx

**RESOLUTION**

**R18-\_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE AND SETTLEMENT AGREEMENT BETWEEN THE CITY OF MAPLEWOOD AND ROSETTA WATSON.

WHEREAS, the City of Maplewood and Rosetta Watson ("Plaintiff") have reached an agreement on a Release and Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS:

The City Council hereby approves and authorizes the Release and Settlement Agreement between the City of Maplewood and Plaintiff and authorizes the City Manager of the City of Maplewood to execute same and hereby authorizes and ratifies all actions by any City official to implement same.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Barry Greenberg, Mayor

ATTEST:

\_\_\_\_\_  
Karen Scheidt, Deputy City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Barry Greenberg, Mayor

ATTEST:

\_\_\_\_\_  
Karen Scheidt, Deputy City Clerk

# INTEROFFICE MEMORANDUM

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TO: Mayor & City Council

FROM: Martin J. Corcoran, City Manager

DATE: September 7, 2018

RE: 2018 Real Estate Tax Rates

Attached is an ordinance to be read two times and tabled establishing the property tax rates for the City of Maplewood for 2018. The rates appearing in the ordinance are last year's rates. The actual rates will not be known until the third week in September when I receive post Board of Equalization assessment values which establishes the final assessed valuations for which the city determines its tax rates. We will have a public hearing and approve our tax rates at the September 25, 2018 City Council meeting. Our tax rate ordinance is due in the Collector of Revenue's office on Monday, October 1, 2018.

If you have any questions, please contact me.

  
Martin J. Corcoran  
City Manager

Enclosure

Tax Rates 2018.docx

**BILL NO.**

**ORDINANCE NO.**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, ESTABLISHING THE TAX RATES FOR THE CITY OF MAPLEWOOD AND THE MAPLEWOOD SPECIAL BUSINESS DISTRICT ON ALL REAL, PERSONAL, TANGIBLE AND INTANGIBLE PROPERTY WITHIN THE CITY OF MAPLEWOOD, MISSOURI, FOR 2018.

WHEREAS, a public hearing was conducted on the proposed tax rates on September 25, 2018.

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

Section I. The 2018 tax levy within the City of Maplewood, Missouri, levied upon every dollar of taxable, tangible property in the City of Maplewood, Missouri, shown by the latest completed assessment shall be as follows per one hundred dollars (\$100.00) assessed valuation:

<u>Rate per \$100 Assessed Value</u>	<u>Residential</u>	<u>Commercial</u>	<u>Personal Property</u>
General Fund	\$0.1700	\$0.4660	\$0.5670
Policemen's & Firemen's Pension Fund	\$0.3590	\$0.3960	\$0.4450
Solid Waste Fund	\$0.1460	\$0.1580	\$0.2180
Debt Service	\$0.2800	\$0.2800	\$0.2800
<b>Total Tax Rate</b>	<b>\$0.9550</b>	<b>\$1.3000</b>	<b>\$1.5100</b>

Section II. The 2018 tax levy within the Maplewood Special Business District, levied upon every dollar of taxable, tangible property in the Maplewood Special Business District, shown by the latest completed assessment shall be as follows per one hundred dollars (\$100.00) assessed valuation:

<u>Rate per \$100 Assessed Value</u>	<u>Residential</u>	<u>Commercial</u>	<u>Personal Property</u>
General Fund	\$0.1000	\$0.2620	\$0

Section III. The City Manager is hereby authorized to lower the tax rates set above if the state auditor requires the rates to be lowered

Section IV. The City Clerk shall send a certified copy of this ordinance to the Collector of Revenue, St. Louis County, Missouri, for collection of the tax rate upon assessed valuation of all tangible, intangible, real, and personal property within the City of Maplewood.

Section V. This ordinance shall be in full force and effect immediately upon its passage and approval.

Passed this 25<sup>th</sup> day of September, 2018

Approved this 25<sup>th</sup> day of September, 2018

\_\_\_\_\_  
Barry Greenberg, Mayor

\_\_\_\_\_  
Barry Greenberg, Mayor

Attest:

Attest:

\_\_\_\_\_  
Karen Scheidt, Deputy City Clerk

\_\_\_\_\_  
Karen Scheidt, Deputy City Clerk

# INTEROFFICE MEMORANDUM

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TO: Mayor & City Council

FROM: Martin J. Corcoran, City Manager

DATE: September 9, 2018

RE: Amended Nuisance Ordinance

Attached is an amendment to the city's nuisance ordinance that was agreed to by the ACLU and the City of Maplewood. I have attached for your use a copy of the ordinance along with a redline copy so that you can see the changes.

If you have any questions, please contact me.

  
Martin J. Corcoran  
City Manager

Enclosure

Amended Nuisance Ordinance.docx

**BILL NO.**

**ORDINANCE NO.**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING ORDINANCE 5573, AS AMENDED, BY AMENDING CHAPTER 34, ARTICLE VIII-NUISANCES, SECTION 34-240 DECLARATION OF ACTS OR CONDITIONS AND SECTION 34-242 ABATEMENT PROCEDURES.

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

Section I. Ordinance 5573, the Maplewood Code of Ordinances, as amended, is hereby amended by amending Chapter 34, Article VIII-NUISANCES, Section 34-240, Declaration of Acts or conditions, to read as follows:

**Sec. 34-240. - Declaration of acts or conditions.**

In addition to any other act declared to be a nuisance by this Code or other ordinances of the city, nuisances are hereby defined and declared to be as follows:

- (1) Any condition of property permitted or allowed to exist, or any substance or thing kept, maintained, placed or found in or upon any public or private place, which is injurious or dangerous to public health;
- (2) Intentionally deleted;
- (3) The existence of graffiti, as defined in section 34-263, which graffiti is visible to any person utilizing any public or private right-of-way;
- (4) Any building or other structure of whatever type kept or maintained, or which is permitted by any person owning or having control of such structure to be kept or maintained, in a condition unsafe, dangerous, unhealthy, injurious or annoying to the public;
- (5) Any building where hazardous materials are stored or materials used for explosives are stored which is not maintained in compliance with federal law, state statute, county ordinance or this Code;
- (6) Any factory or business place permitted by the person owning or having charge of the same to operate or be in such condition as to become offensive, annoying or injurious to the public;
- (7) Any animal pen or cage permitted by the person owning or controlling the same to be in such condition as to be offensive, annoying or injurious to the public or harmful to the animal confined;
- (8) Any swimming pool, open containers of water, or pool of water kept, maintained or allowed to remain stagnant, or which enables the breeding of mosquitoes, and any foul or dirty water or liquid discharged through any pipe, or thrown into or upon any public right-of-way or private property to the injury or annoyance of the public;

- (9) Any toilet, private sewer, vault or basement kept in such a condition as to emit an offensive odor; and any urine, liquid waste, or substance emitting an offensive, noxious, unhealthy or disagreeable odor in any public place;
- (10) Any condition which is conducive to the feeding or harborage of rats;
- (11) Any garbage, refuse, debris or other materials stored or allowed to remain on any premises as prohibited in section 12-117, pertaining to the adoption of the property maintenance code;
- (12) Any carcass of a dead animal which the owner or keeper thereof permits to remain within the limits of this city exceeding 12 hours;
- (13) Any animal or vegetable matter upon any premises liable to become putrid, offensive, or unhealthy, except manure deposits which are promptly incorporated into cultivated soil;
- (14) Any compost pile or any compost materials or pile not maintained in compliance with section 40-29, pertaining to composting;
- (15) Any obstruction caused or permitted on any street or sidewalk to the danger or annoyance of the public, and any rock, dirt, garbage, refuse or debris thrown or placed by any person on any street, alley, sidewalk or other public place or on any premises or in any stream of water within the city which in any way may cause or is liable to cause injury or annoyance to the public;
- (16) Any sidewalk, gutter or curb permitted to remain in an unsafe condition or out of repair by any person required to keep the sidewalk, gutter or curb in good condition or repair;
- (17) Any premises upon which any of the following acts or conditions have occurred or continue to occur, whether by the owner, occupants or persons frequenting or congregating about the property:
  - a. Commission of acts which are prohibited by federal law or state statute committed within the premises, or on the property thereof, or within the immediate vicinity of the property, and which have resulted in arrests that are classified as felonies occurring two or more times within a period of 90 days which acts affect the safety, convenience and tranquility of persons residing, making use or conducting business within the adjacent area;
  - b. Manufacture, distribution, sale or use of illegal drugs prohibited by federal law, state statute or city ordinance within the premises, or on the property, or within the immediate vicinity of the premises;
  - c. More than two instances within a 90-day period of commission of acts which are prohibited by criminal state statute or city ordinance committed within the premises, or on the property thereof, or within the immediate vicinity of the property and which have resulted in arrests which acts affect the safety, convenience and tranquility of persons residing, making use or conducting business within the adjacent area;
  - d. More than two instances within a 180-day period of consumption of alcoholic beverages on the public right-of-way adjacent to the premises or on the parking lot of the premises as prohibited in section 34-169, pertaining to drinking in public;



- e. More than two instances within a 180-day period of incidents of:
    - 1. Indecent conduct as prohibited by section 34-66; or
    - 2. Public urination;
  - f. More than two instances within a 180-day period of incidents of peace disturbance or assault;
  - g. More than two instances within a 180-day period of peace disturbance of the public or behavior which intimidates the public committed by unsupervised juveniles;
  - h. More than two instances within a 180-day period of incidents of harassing or intimidating behavior, such as by blocking the path of persons passing by, making rude comments, or comments intended to frighten nearby inhabitants or persons passing by the property;
  - i. More than two instances within a 180-day period of failure by the property owner to remove any litter as required in article X of this chapter, pertaining to littering;
  - j. More than two instances within a 180-day period of incidents of loud noise emitted from electronic equipment of any type including radios and televisions on the premises or any parked vehicles belonging to the owner, occupants or persons frequenting the premises plainly audible at a distance of 50 feet outdoors, or which disturbs the peace of persons residing within the same building or an adjacent building;
  - k. Intentionally deleted;
  - l. Each act or thing done or made, or any condition or use of property, permitted, allowed or continued to exist, on any property, public or private, by any persons or corporation, their agents or employees, which is injurious or dangerous to any person or to the public health and safety.
- (18) No enforcement action or abatement will be ordered against an individual who was a victim in whole or in part of the incidents that formed the basis of the nuisance enforcement action. No occupancy permit revocation or other abatement measure against an individual will be predicated upon the fact that such individual called for police or emergency services. The notice of a nuisance hearing given under Section 34.242 shall include notice of the provisions of this Section 34-240(18). Any decision or related order in a nuisance proceeding imposing enforcement or abatement action with respect to an individual shall make a finding whether that individual is a victim and may be the subject of such enforcement or abatement action under Section 34-240(18).

**Section II.** Ordinance 5573, the Maplewood Code of Ordinances, as amended, is hereby amended by amending Chapter 34, Article VIII-NUISANCES, Section 34-242, Abatement procedures, to read as follows:

**Sec. 34-242. - Abatement procedures.**

Nuisances shall be abated as follows:

- (1) In cases in which an immediate threat to the public health, welfare or safety is apparent, the city manager may abate or cause the abatement of the nuisance, without notice, by any suitable means. The costs of the abatement shall be certified by the city manager to the city council that may, by ordinance, levy the cost of the abatement as a special tax against the property on which the nuisance was located. Such tax shall be collected as other city taxes are collected and shall be a first lien on the property against which it is assessed until it is paid.
- (2) In all other cases, the city manager or his designee shall hold a hearing determine whether a nuisance exists and whether and how it should be abated.
  - a. At least five days' notice shall be given of such hearing to the owner and occupant of the premises upon which the alleged nuisance exists, or to such person's agent, and to the person causing or maintaining the alleged nuisance if other than the owner or occupant and if such person can be found. Such notices shall be given in writing and delivered in person to the party's residence or place of business.
  - b. All interested parties may appear at the hearing and testify and present evidence concerning the alleged nuisance.
  - c. In determining whether the activity or conditions constitute a nuisance, the city manager or his designee shall consider the following factors:
    1. The magnitude of the harm caused by the alleged detrimental activity or conditions;
    2. The length of time that the alleged detrimental activity or conditions have existed;
    3. The effect of the activity or conditions at the property on the value of adjacent properties and those in the surrounding area;
    4. Intentionally deleted; and
    5. The extent of efforts by the owner or person having charge of the property to remedy the alleged detrimental activity or conditions.
  - d. If, after the hearing, it is found that a nuisance exists and that it must be abated, the city manager or his designee may order the owner or occupant of the premises on which the nuisance exists or the person other than the owner or occupant who caused or maintains the nuisance, to abate the nuisance within a prescribed period of time, or abate it by other means.
  - e. The city manager or his designee shall effect the abatement of the nuisance by any measures necessary to cause its cessation and the prevention of its recurrence, including the ordering of revocation of occupancy permits for the persons residing at the dwelling or place of business where the nuisance has occurred and the denial of occupancy permits within the city to those persons for a period not to exceed six months, or the closure of the premise where the nuisance has occurred for a period not to exceed six months.
  - f. The city manager or his designee shall levy a tax for the costs of the abatement incurred by the city under the provisions of subsection (1) of this section.

- g. Any person adversely affected by the abatement order shall have a right of judicial review as provided by RSMo 536.100.
  - h. If the revocation of occupancy permits or the closure of the property is ordered, the city manager shall direct the chief of police to set a time period within which the property shall be vacated. The owner of the property, person in charge of the property and the occupant shall be notified to vacate the premises within the time period ordered by the chief of police. It shall become the duty upon such notice of both the owner and the occupant of such premises to comply by vacating the premises within the time period ordered by the chief of police. It shall be considered a violation of this Code if such premises are not vacated within the time period ordered by the chief of police. The chief of police is authorized to remove persons from the premises that have not been vacated within the time period ordered. The chief of police shall have the premises secured to prevent unlawful entry.
  - i. Failure to comply with the lawful order of the city manager or his designee under the provision of this section shall be sufficient to subject a person to the penalties prescribed for violations of a provision of this Code.
- (3) No person shall deny entry to any person authorized to abate a nuisance to the property on which the nuisance to be abated exists, nor shall any person interfere with or hinder in any way the efforts of such authorized person or persons to abate the nuisance.
  - (4) In any case, the city manager may authorize the city attorney to file suit against the owner or occupant of the property on which the nuisance exists, or the person other than the owner or occupant who caused or maintains the nuisance, to abate that nuisance.
  - (5) In case of the abatement of a nuisance on the property of more than one person, all special taxes assessed under the provisions of this chapter shall be assessed in proportion to the amount of work and expense for the abatement of the nuisance for each separate parcel.

Section III. This ordinance shall be in full force and effect fifteen (15) days after its passage and approval.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Barry Greenberg, Mayor

Attest:

\_\_\_\_\_  
Karen R. Scheidt, Deputy City Clerk

Approved this \_\_\_\_ day of \_\_\_\_\_, 2018

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Barry Greenberg, Mayor

Attest:

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Karen R. Scheidt, Deputy City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI APPROVING A PETITION FOR THE CREATION OF THE SUNNEN STATION COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE DISTRICT AS A POLITICAL SUBDIVISION OF THE STATE OF MISSOURI; APPROVING THE APPOINTMENT OF THE INITIAL BOARD OF DIRECTORS OF THE DISTRICT; DECLARING THAT A PORTION OF THE REAL PROPERTY WITHIN THE DISTRICT IS A BLIGHTED AREA UNDER THE COMMUNITY IMPROVEMENT DISTRICT ACT; AUTHORIZING THE CITY CLERK TO NOTIFY THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT OF THE CREATION OF THE DISTRICT; APPROVING THE FORM OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND AMONG THE CITY, THE DISTRICT, THE SUNNEN STATION REDEVELOPMENT CORPORATION AND SUNCO, LLC, AND AUTHORIZING THE EXECUTION THEREOF; AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

WHEREAS, the City of Maplewood, Missouri (the "*City*") is authorized and empowered pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "*Act*"), to adopt an ordinance to establish a community improvement district upon receipt of a proper petition requesting the formation of such district and after a public hearing on such petition; and

WHEREAS, as of January 12, 2016, Sunnen Station Redevelopment Corporation and Sunco, LLC (collectively, the "*Developer*") and the City entered into a Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented (the "*Redevelopment Agreement*"), authorized by Ordinance No. 5795 adopted by the City's City Council (the "*City Council*") on December 22, 2015 that, among other things, provided that the Developer intended to create the Sunnen Station Community Improvement District (the "*District*") within the City to include the Redevelopment Area (as such term is defined herein) pursuant to the Act, to generate retail sales taxes to be used to offset the Redevelopment Project Costs (as such term is defined in the Redevelopment Agreement) and Developer would submit such Petition (as such term is defined herein) to the City for its consideration, along with an Intergovernmental Cooperation Agreement to be by and among the City, the Developer and the District (the "*Cooperation Agreement*"); and

WHEREAS, on or about June 28, 2018, a Petition for the Creation of a Community Improvement District (the "*Petition*") was filed with the City Clerk of the City (the "*City Clerk*"), a copy of which is set forth on Exhibit A, attached hereto and incorporated herein by reference, which requested the formation of the District, the boundaries of which would include approximately 21.0906 acres of contiguous real property located within the City; and

WHEREAS, the Petition requests that the District be created for the purpose of levying a community improvement district sales and use tax at a rate of up to one percent (1%) on all eligible retail sales made in the District in accordance with Section 67.1545 of the Act (as further described and defined in the Petition, the "*Sales Tax*"), for the purpose of financing various public improvements within the District's boundaries as set forth in the Petition (as further described and defined in the Petition, the "*CID Project*"); and

**WHEREAS**, the Petition identified the individuals proposed to serve as the initial Board of Directors of the District, which individuals shall be appointed by the City's Mayor with the consent of the City Council in accordance with Section 67.1451.5 of the Act; and

**WHEREAS**, the Petition seeks a determination that a portion of the real property located within the boundaries of the District, specifically Lot A, Lot B, Lot C, Lot D and Lot E (as further described and defined in the Petition, the "*Redevelopment Area*"), is a "blighted area" under Section 67.1401.2(3)(b) of the Act; and

**WHEREAS**, pursuant to Ordinance No. 5646 adopted by the City Council on December 13, 2011 and Ordinance No. 5795 adopted by the City Council on December 22, 2015, the City Council previously declared the Redevelopment Area to be a "blighted area" pursuant to Chapter 353 of the Revised Statutes of Missouri, as amended; and

**WHEREAS**, the City Clerk has verified that the Petition complied with the Act and set a public hearing with all proper notice being given in accordance with the Act; and

**WHEREAS**, on August 14, 2018, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to be heard and at which time the City Council heard all reasonable protests, objections and endorsements; and

**WHEREAS**, the City Council finds that notice of the establishment of the District has been properly given and the public hearing thereon has been held in which all reasonable protests, objections and endorsements have been heard, all in accordance with Section 67.1431 of the Act; and

**WHEREAS**, the City Council finds that the Petition to establish the District is proper in that it meets all the requirements of the Act and that the creation of the District is in the best interest of the City and its citizens; and

**WHEREAS**, pursuant to the Redevelopment Agreement and as set forth in the Petition, in connection with the formation of the District the City, the Developer and the District are to enter into an intergovernmental cooperation agreement; and

**WHEREAS**, the City is willing to enter into the Cooperation Agreement in substantially the form set forth on **Exhibit B**, attached hereto and incorporated herein by reference; and

**WHEREAS**, the City Council finds and determines that entering into the Cooperation Agreement is in the best interest of the City and its citizens.

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

**SECTION 1. Establishment of District.** Pursuant to Section 67.1411.3 of the Act, the Sunnen Station Community Improvement District is hereby established within the City as a political subdivision of the State of Missouri having the powers and purposes set forth in the Petition. The District shall include the contiguous parcels of real estate described in the Petition.

**SECTION 2. Board of Directors.** The District shall be governed by a Board of Directors consisting of five individuals appointed by the Mayor of the City with the consent of the City Council. Pursuant to Section 67.1451.5 of the Act, the Mayor hereby appoints and the City Council hereby consents to the appointment of the following individuals to the District's initial Board of Directors:

<u>Name</u>	<u>Initial Term</u>
G.T. Cozad, III	4 years from date of appointment
Matthew Kreider	4 years from date of appointment
Martin Corcoran	2 years from date of appointment
Richard Kallaus	2 years from date of appointment
Robert Ludwig	2 years from date of appointment

The date of appointment of each of the initial directors shall be the effective date of this Ordinance. No further action by the Mayor of the City or the City Council is required for the appointment of the District's initial Board of Directors. The District's Board of Directors shall hold its initial meeting on such date and at such time as a quorum of directors is available.

**SECTION 3. Term.** Pursuant to Section 67.1481.1 of the Act, the term of the District shall be from the effective date of this Ordinance establishing the District until no later than December 31, 2043. Notwithstanding the foregoing sentence, upon the earlier to occur of the following, (1) the date upon which all of the Obligations, as defined in the Act, of the District have been repaid, or (2) the date which is 25 years from the date of this Ordinance establishing the District, Developer and the District's Board of Directors shall promptly commence the procedures provided in the Act for repeal and termination of the Sales Tax.

**SECTION 4. Report to Missouri Department of Economic Development.** The City Clerk is hereby authorized to prepare and file with the Missouri Department of Economic Development the report specified in Section 67.1421.6 of the Act.

**SECTION 5. Confirmation of Declaration of Blight.** The City Council hereby confirms its prior findings, determinations and declarations that the Redevelopment Area is a "blighted area" as that term is used and defined in Section 67.1401.2(3)(b) of the Act, said Redevelopment Area being a portion of the real property located within the boundaries of the District.

**SECTION 6. Authorization and Approval of Cooperation Agreement.** The City Council hereby finds and determines that it is necessary and desirable to enter into the Cooperation Agreement in substantially the form set forth on **Exhibit B**, attached hereto and incorporated herein by reference, with such changes therein as shall be approved by the officials and/or officers of the City executing such Cooperation Agreement, such officials' and/or officers' signatures thereon being conclusive evidence of their approval thereof. The City Manager of the City is hereby authorized to execute the Cooperation Agreement on behalf of the City and, if applicable, the City Clerk is hereby authorized to attest thereto and to affix the seal of the City thereon.

**SECTION 7. Further Actions Authorized.** The City shall and the officials, officers, agents and employees of the City are hereby authorized to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the Cooperation Agreement.

**SECTION 8. Severability Clause.** It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

**SECTION 9. Effective Date.** This Ordinance shall be in full force and effect 15 days after its passage and approval by the City Council.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Barry Greenberg, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, Deputy City Clerk

Approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Barry Greenberg, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, Deputy City Clerk



**Exhibit A**

**PETITION**

(Attached hereto.)

## PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT

To the City of Maplewood, Missouri:

The undersigned petitioners (each, a "*Petitioner*" and, together, the "*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 hereinafter described community improvement district, and (b) per capita of all owners of real property within the hereinafter described community improvement district. The Petitioners hereby petition and request that the City of Maplewood, Missouri (the "*City*"), create a community improvement district as described herein, to be known as the **SUNNEN STATION COMMUNITY IMPROVEMENT DISTRICT** (the "*District*"), pursuant to the authority of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "*CID Act*").

1. The proposed District is contiguous and located entirely within the City.
2. A legal description of the proposed District is set forth as **Exhibit A**, attached hereto and incorporated herein by reference. A map illustrating the boundaries of the proposed District is set forth as **Exhibit B**, attached hereto and incorporated herein by reference.
3. The name of the proposed District is the Sunnen Station Community Improvement District.
4. The proposed District consists of certain tax parcels, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference.<sup>1</sup>
5. The proposed District consists of approximately 21.0906 acres, as shown on the Sunnen Station Redevelopment Plat (the "*Sunnen Plat*") recorded in Plat Book 364 Pages 65-66 of the St. Louis County Recorder of Deeds ("*Recorder's Office*"), the Sunquad Subdivision Sixth Amended Plat (the "*Sixth Plat*") recorded in Plat Book 359, Page 258 of the Recorder's Office, and the Sunquad Subdivision Seventh Amended Plat (the "*Seventh Plat*") recorded in Plat Book 360, Page 373-374 of the Recorder's Office.
6. The real property located within the proposed District has a total current assessed value of approximately \$4,694,503.62.<sup>2</sup>
7. The Petitioners represent 100% per capita of all owners of the real property located within the boundaries of the proposed District, and 100% of all real property within the boundaries of the proposed District by assessed value, as more particularly set forth in **Exhibit C**, attached hereto and incorporated herein by reference.

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<sup>1</sup> Petitioners represent that at the time of filing this Petition for the Creation of a Community Improvement District (the "*Petition*"), new and final Parcel Identification Numbers had not been assigned to the lots comprising the proposed District. Here, the recording of the plats described in Paragraph 5 consolidated the former lots comprising the proposed District into eight lots, which eight lots have only been assigned tentative Parcel Identification Numbers at this time.

<sup>2</sup> Per Section 67.1401.2(2) of the CID Act, the assessed value of the real property located within the proposed District as reflected on the tax records of the County Clerk of St. Louis County, Missouri as of the last completed assessment has been calculated as set forth in the Memorandum (including the exhibits thereto) set forth as **Exhibit C**, attached hereto and incorporated herein by reference.

8. The Petitioners are seeking a determination that Lot A, Lot B, Lot C, Lot D and Lot E (as shown on the Sunnen Plat) (the "**Redevelopment Area**") is a "blighted area" under Section 67.1401.3(b) of the CID Act. Pursuant to Ordinance No. 5645 adopted on December 13, 2011, and Ordinance No. 5795 adopted on December 22, 2015, the City Council previously declared the Redevelopment Area to be a "blighted area" pursuant to Chapter 353 of the Revised Statutes of Missouri, as amended. The Petitioners are not seeking a separate determination that Lot 1-A (as shown on the Seventh Plat), Lot 2 (as shown on the Sixth Plat), or Lot 3 (as shown on the Seventh Plat) are a "blighted area" under Section 67.1401.3 of the CID Act.
9. The proposed District shall be formed as a political subdivision governed by a board of directors composed of five directors appointed by the Mayor of the City (the "**Mayor**"), with the consent of the City Council. Each director shall, during his or her term, meet the qualifications of Section 67.1451.2(1)-(2) of the CID Act. In addition, so long as Sunnen Station Redevelopment Corporation, a Missouri urban redevelopment corporation formed under Chapter 353 of the Revised Statutes of Missouri, as amended, or Sunco, LLC, a Missouri limited liability company (collectively, the "**Developer**") or Developer's affiliates have an interest in the majority of the real property within the proposed District, as determined by acreage, at least four of the five directors shall be legally authorized representatives of Developer or Developer's affiliates, as applicable. The remaining one director shall be an official who is designated by the City. At such time as Developer or Developer's affiliates have an interest in less than the majority of the property in the District, as determined by acreage: (a) only one of the five directors must be a legally authorized representative of Developer or Developer's affiliates; (b) at the City's discretion, three of the five directors may be representatives of owners of property within the District who are not Developer or Developer's affiliates; and (c) the remaining one director shall be an official who is designated by the City. Petitioners and their successor owners of the real property within the proposed District shall and do hereby designate such City official to be a legally authorized representative of the owners of real property within the proposed District and this designation of such City official as a representative of the owners shall be a covenant running with the land comprising the real property located within the proposed District.

Successor directors shall each serve a four (4) year term on the proposed District's Board of Directors and shall be appointed by the Mayor, with the consent of the City Council, in accordance with the CID Act and this Petition, from a slate submitted by the proposed District's Board of Directors to the City Clerk of the City (the "**City Clerk**"), as provided herein. The City Clerk shall deliver the slate to the Mayor and the City Council. Following the submission of the slate to the City Clerk: (i) the Mayor shall appoint the successor directors according to the slate submitted, and the City Council shall consent by resolution to the appointment; or (ii) the Mayor, or the City Council, may reject the slate submitted and request in writing that the proposed District's Board of Directors submit an alternate slate. If an alternate slate is requested, the proposed District's Board of Directors shall, within 10 days following receipt of the written request, submit an alternate slate to the City Clerk, and the process shall be repeated. Following submission of the alternate slate to the City Clerk: (i) the Mayor shall appoint the successor directors according to the slate submitted and the City Council shall consent by resolution to the appointment; or (ii) the Mayor or the City Council may reject the slate submitted and request in writing that the directors submit a second alternate slate. The procedure described above shall continue until the successor directors are appointed by the Mayor with the consent of the City Council. Upon the expiration of a director's term, that director shall continue in office as a director until his or her successor is appointed.

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

Name	Initial Term
G.T. Cozad, III	Four years
Matthew Kreider	Four years
Martin Corcoran	Two years
Richard Kallaus	Two years
Robert Ludwig	Two years

11. The borrowing capacity of the proposed District shall be limited to those amounts listed in Section C of Exhibit D to this Petition, attached hereto and incorporated herein by reference, excluding costs of financing, underwriters' fees and discounts, costs of printing any notes, bonds or other obligations and any official statements relating thereto, costs of credit enhancement, if any, interest, capitalized interest, debt service reserves and the fees of any rating agency, placement fees, or other costs of issuance of any obligations issued by or on behalf of the proposed District.
12. The revenue generated by the District shall be limited to the revenues generated by the Sales Tax (as such term is defined herein). Such Sales Tax revenues shall be further limited to those amounts generated from the effective date of the Sales Tax until the last day of the calendar quarter in which all Obligations (as such term is defined in the CID Act) have been paid in full.
13. The proposed District shall have all powers provided in the CID Act, except as otherwise provided in this Petition.
14. The proposed District may, upon approval by the qualified voters of the proposed District, impose a sales and use tax (the "*Sales Tax*") at a rate of up to one percent (1%) on all eligible retail sales made in the proposed District in accordance with Section 67.1545 of the CID Act, for the duration permitted by the CID Act.
15. Notwithstanding anything in the CID Act or this Petition to the contrary, the proposed District shall have no power to levy special assessments and, therefore, the maximum rates of special assessments proposed in this Petition are zero.
16. Notwithstanding anything in the CID Act or this Petition to the contrary, the proposed District shall have no power to levy real property taxes or business license taxes and, therefore, the maximum rates of real property taxes and business license taxes proposed in this Petition are zero.
17. A five-year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be incurred (collectively, the "*CID Project*"), is set forth in Exhibit D, attached hereto and incorporated herein by reference. The CID Project shall include the following specific projects: the reconstruction, reconfiguration, and relocation of Flora Avenue and Bartold Avenue, the installation of a traffic signal and related improvements at the intersection of Flora Avenue and Hanley Road, relocation and installation of utilities within the proposed District's boundaries (including sewers, water lines, and drains), installation and construction of sidewalks, landscaping, and streetscaping in the proposed District's boundaries, and any other project authorized in that certain Redevelopment Agreement by and among the City, Sunnen Station

Redevelopment Corporation, and Sunco, LLC dated as of January 12, 2016, as may be amended from time to time (the "*Redevelopment Agreement*"). The proposed District will use the moneys received from the imposition of the Sales Tax to finance and reimburse those eligible CID Project costs incurred on its behalf.

18. The maximum cost of the CID Project is \$4,500,000 (excluding costs of financing, underwriters' fees and discounts, costs of printing any notes, bonds or other obligations and any official statements relating thereto, costs of credit enhancement, if any, interest, capitalized interest, debt service reserves and the fees of any rating agency, placement fees, or other costs of issuance of any obligations issued by or on behalf of the proposed District), which costs of issuance are reimbursable under the CID Act and approved by the City, as more particularly described in Exhibit D, attached hereto and incorporated herein by reference.
19. The term of the proposed District shall be from the date of the City's ordinance establishing the proposed District until no later than December 31, 2043. Notwithstanding the foregoing, upon the earlier to occur of the following, (1) the date upon which all of the Obligations, as defined in the CID Act, of the proposed District have been repaid, or (2) the date which is twenty-five (25) years from the date of the City's ordinance establishing the proposed District, Developer and the Board of Directors of the proposed District shall promptly commence the procedures provided in the CID Act for repeal and termination of the Sales Tax.
20. The CID Project may be completed in multiple phases. Subject to Section 19 of this Petition, the proposed District, by or on its behalf, may issue obligations after the completion of each phase, payable from Sales Tax revenues, which shall mature at a time that is no more than twenty years from the date of issuance of such obligations related to that phase. Further, Sales Tax revenues shall not be pledged to pay any obligations of the proposed District that have a maturity of more than twenty years from the date of issuance.
21. The proposed District's continued existence shall be conditioned upon the proposed District entering into an intergovernmental cooperation agreement by and among the proposed District, the Developer, and the City, to be submitted to the City for review and approval in connection with the approval of the proposed District.
22. Pursuant to Section 67.1471 of the CID Act, the CID shall submit to the City a proposed annual budget for approval by the City. Approval of such budget by the City shall be required prior to the District's final approval of the budget.
23. The signatures of the signers to this Petition may not be withdrawn later than seven days after this Petition is filed with the City Clerk.
24. Petitioners respectfully request that the proposed District be established pursuant to the CID Act.
24. Notwithstanding anything to the contrary contained in this Petition, in the event there is a conflict between the terms or provisions of this Petition and the terms or provisions of the Redevelopment Agreement, the terms or provisions of the Redevelopment Agreement shall control and the terms or provisions of this Petition shall be deemed modified to eliminate any such conflict. For purposes of clarity, any termination of the Redevelopment Agreement shall not terminate the existence of the proposed District or cause the repeal and termination of the Sales Tax if (a) the Redevelopment Agreement is terminated due to the termination of tax abatement provided thereunder, and/or (b) any Obligations (as such term is defined in the CID Act) of the District are outstanding.

Dated this 29th day of June, 2018.

**PETITIONER:**

NAME OF OWNER: SUNCO, LLC

TELEPHONE NUMBER: (314) 781-3000

MAILING ADDRESS: c/o Cozad Commercial Real Estate Ltd.  
16 Sunnen Drive, Suite 164  
Maplewood, Missouri 63143  
Attention: G.T. Cozad, III

NAME OF SIGNER: Matthew S. Kreider  
BASIS OF LEGAL AUTHORITY TO SIGN: Manager  
SIGNER'S TELEPHONE NUMBER: (314) 781-3000  
SIGNER'S MAILING ADDRESS: c/o Cozad Commercial Real Estate Ltd.  
16 Sunnen Drive, Suite 164  
Maplewood, Missouri 63143

TYPE OF ENTITY: Missouri limited liability company

MAP: See Exhibit B

**LOT AND PARCEL IDENTIFICATION NUMBERS:<sup>3</sup>**

Lot A consisting of part or all of Parcel Nos. 21J111946, 21J111955, 21J111230, 21J110525, 21J111494, 21J110372, 21J111681, 21J111670, 21J110273, 21J110204, 21J110350, 21J110295, 21J111524, and 21J111964.

Lot E consisting of part or all of Parcel Nos. 21J130194, 21J130123, 21J130031, 21J111186, 21J111153, 21J111087, 21J111043, 21J110974, 21J110947, 21J110873, 21J111405, 21J110736, 21J111753, 21J110680, 21J110671, 21J130206, 21J130172, 21J130161, 21J130051, 21J130013, 21J111175, 21J111131, 21J111054, 21J111010, 21J110983, 21J110956, 21J110938, 21J110901, 21J110855, 21J110781, 21J110727, 21J110653, 21J111771, 21J111780, 21J111762, and 21J110910.

ASSESSED VALUE: \$234,159.17

**[SIGNATURE PAGE OF PETITIONER SUNCO, LLC FOLLOWS.]**

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<sup>3</sup> At the time of filing this Petition, final Parcel Identification Numbers had not been assigned to the current lots that comprise the proposed District. As such, some Parcel Identification Numbers are repeated for several of the current lots, since such prior tax parcels may be split among multiple lots or newly dedicated roadways, as more particularly described on Exhibit C, attached hereto and incorporated herein by reference.

By executing this Petition on this 24<sup>th</sup> day of May, 2018, the undersigned represents and warrants that he is authorized to execute this Petition on behalf of the property owner named immediately above.

SUNCO, LLC

By: Matthew S Kreider  
Matthew S. Kreider, Manager

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

On this 24<sup>th</sup> day of May in the year 2018, before me, Cassie Patterson, a Notary Public in and for said state, personally appeared Matthew S. Kreider of Sunco, LLC, known to me to be the person who executed the within Petition in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this 24<sup>th</sup> day of May, 2018.

Cassie Patterson  
Notary Public  
Printed Name: Cassie Patterson

My Commission Expires: 6/6/20



**PETITIONER:**

NAME OF OWNER:	INDIGO PROPERTIES STL, LLC
TELEPHONE NUMBER:	(502) 727-6599
MAILING ADDRESS:	13921 North Freeway Houston, Texas 77090
NAME OF SIGNER:	Rebecca Jones
BASIS OF LEGAL AUTHORITY TO SIGN:	Secretary of Pon Luxury Cars North America, Inc., the Manager of indiGO Properties STL, LLC
SIGNER'S TELEPHONE NUMBER:	(502) 727-6599
SIGNER'S MAILING ADDRESS:	13921 North Freeway Houston, Texas 77090
TYPE OF ENTITY:	Delaware limited liability company
MAP:	See Exhibit B
LOT AND PARCEL IDENTIFICATION NUMBERS: <sup>4</sup>	
Lot B consisting of part or all of Parcel Nos. 21J111221, 21J111230, and 21J111946.	Lot C consisting of part or all of Parcel Nos. 21J111441 and 21J111946.
Lot D consisting of part or all of Parcel Nos. 21J111441 and 21J130912.	
ASSESSED VALUE:	\$2,340,984.45

**[SIGNATURE PAGE OF PETITIONER INDIGO PROPERTIES STL, LLC FOLLOWS.]**

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<sup>4</sup> At the time of filing this Petition, final Parcel Identification Numbers had not been assigned to the current lots that comprise the proposed District. As such, some Parcel Identification Numbers are repeated for several of the current lots, since such prior tax parcels may be split among multiple lots or newly dedicated roadways, as more particularly described on Exhibit C, attached hereto and incorporated herein by reference.



By executing this Petition on this 19<sup>th</sup> day of June, 2018, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above.

**INDIGO PROPERTIES STL, LLC**, a Delaware limited liability company

By: Pon Luxury Cars North America, Inc., a Delaware corporation, its Manager

By: Rebecca Abbe Jones  
Name: Rebecca Jones  
Title: Secretary

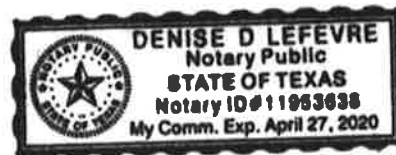
STATE OF Texas )  
COUNTY OF Harris ) ss.

On this 19<sup>th</sup> day of June in the year 2018, before me, Denise D. Lefevre, a Notary Public in and for said state, personally appeared Rebecca Jones of Pon Luxury Cars North America, Inc. the Manager of indiGO Properties STL, LLC, known to me to be the person who executed the within Petition in behalf of said corporation and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 19<sup>th</sup> day of June, 2018.

Denise D. Lefevre  
Notary Public  
Printed Name: Denise D. Lefevre

My Commission Expires: April 27, 2020



[SIGNATURE PAGE OF PETITIONER INDIGO PROPERTIES STL, LLC]

**PETITIONER:**

NAME OF OWNER: AUTOHAUS WEST, INC.

TELEPHONE NUMBER: (314) 727-8870

MAILING ADDRESS: 3015 S. Hanley Road  
St. Louis, Missouri 63143

NAME OF SIGNER: Peggy Wessel  
BASIS OF LEGAL AUTHORITY TO SIGN: President  
SIGNER'S TELEPHONE NUMBER: (314) 727-8870  
SIGNER'S MAILING ADDRESS: c/o Autohaus West, Inc.  
3015 S. Hanley Road  
St. Louis, Missouri 63143

TYPE OF ENTITY: Missouri corporation

MAP: See Exhibit B

LOT AND PARCEL IDENTIFICATION NUMBERS: Lot 1-A consisting of Parcel Nos. 22J431715  
and 22J431694

ASSESSED VALUE: \$1,602,850.00

**[SIGNATURE PAGE OF PETITIONER AUTOHAUS WEST, INC. FOLLOWS.]**

By executing this Petition on this 27<sup>th</sup> day of June, 2018, the undersigned represents and warrants that she is authorized to execute this Petition on behalf of the property owner named immediately above.

AUTOHAUS WEST, INC.

By: Peggy Wessel  
Peggy Wessel, President

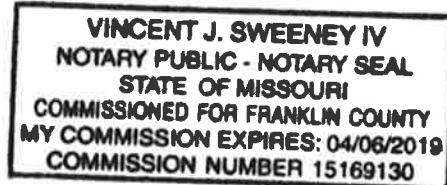
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STATE OF MISSOURI        )  
  )        ss.  
COUNTY OF ST. LOUIS    )

On this 27 day of JUNE in the year 2018, before me, VINCENT J SWEENEY IV, a Notary Public in and for said state, personally appeared Peggy Wessel of Autohaus West, Inc., known to me to be the person who executed the within Petition in behalf of said corporation and acknowledged to me that she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 27 day of JUNE, 2018.

Vincent J Sweeney IV  
Notary Public  
Printed Name: VINCENT J SWEENEY IV

My Commission Expires: 4/6/2019



[SIGNATURE PAGE OF PETITIONER AUTOHAUS WEST, INC.]

**PETITIONER:**

NAME OF OWNER: FINK FAMILY REAL ESTATE  
ENTERPRISE, LLC

TELEPHONE NUMBER: (314) 727-8870

MAILING ADDRESS: 3015 S. Hanley Road  
St. Louis, Missouri 63143

NAME OF SIGNER: Peggy Wessel  
BASIS OF LEGAL AUTHORITY TO SIGN: President  
SIGNER'S TELEPHONE NUMBER: (314) 727-8870  
SIGNER'S MAILING ADDRESS: c/o Autohaus West, Inc.  
3015 S. Hanley Road  
St. Louis, Missouri 63143

TYPE OF ENTITY: Missouri limited liability company

MAP: See Exhibit B

LOT AND PARCEL IDENTIFICATION NUMBER: Lot 3 consisting of Parcel No. 22J431706

ASSESSED VALUE: \$139,130

**[SIGNATURE PAGE OF PETITIONER FINK FAMILY REAL ESTATE ENTERPRISE, LLC  
FOLLOWS.]**

By executing this Petition on this 27<sup>th</sup> day of June, 2018, the undersigned represents and warrants that she is authorized to execute this Petition on behalf of the property owner named immediately above.

FINK FAMILY REAL ESTATE ENTERPRISE,  
LLC

By: Peggy Wessel  
Peggy Wessel, President

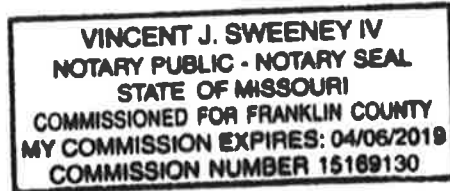
STATE OF MISSOURI     )  
                                  )  
COUNTY OF ST. LOUIS    )     ss.

On this 27 day of JUNE in the year 2018, before me, VINCENT J. SWEENEY IV, a Notary Public in and for said state, personally appeared Peggy Wessel of Fink Family Real Estate Enterprise, LLC, known to me to be the person who executed the within Petition in behalf of said limited liability company and acknowledged to me that she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 27 day of JUNE, 2018.

Vincent J. Sweeney IV  
Notary Public  
Printed Name: VINCENT J. SWEENEY IV

My Commission Expires: 4/6/2019



[SIGNATURE PAGE OF PETITIONER FINK FAMILY REAL ESTATE ENTERPRISE, LLC]

**PETITIONER:**

NAME OF OWNER: OWNERS' ASSOCIATION OF SUNQUAD  
SUBDIVISION SIXTH AMENDED PLAT

TELEPHONE NUMBER: (314) 781-3000

MAILING ADDRESS: 7910 Manchester Road,  
Maplewood, Missouri 63143

NAME OF SIGNERS AND BASIS OF LEGAL  
AUTHORITY TO SIGN: Matthew S. Kreider, President  
G.T. Cozad III, Vice President  
Richard Kallaus, Vice President

SIGNERS' TELEPHONE NUMBER: (314) 781-3000

SIGNERS' MAILING ADDRESS: c/o Cozad Commercial Real Estate Ltd.  
16 Sunnen Drive, Suite 164  
Maplewood, Missouri 63143  
Attention: G.T. Cozad, III

TYPE OF ENTITY: Missouri non-profit corporation

MAP: See Exhibit B

LOT AND APPROXIMATE PARCEL  
IDENTIFICATION NUMBER(S): Lot 2 consisting of Parcel No. 22J431641

ASSESSED VALUE: \$377,380.00

**[SIGNATURE PAGES OF PETITIONER OWNERS' ASSOCIATION OF SUNQUAD  
SUBDIVISION SIXTH AMENDED PLAT FOLLOW.]**

By executing this Petition on this 25 day of June, 2018, the undersigned represents and warrants that he is authorized to execute this Petition on behalf of the property owner named immediately above.

**OWNERS' ASSOCIATION OF SUNQUAD  
SUBDIVISION SIXTH AMENDED PLAT**

By: Matthew S. Kreider  
Matthew S. Kreider, President

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

On this 25<sup>th</sup> day of June, in the year 2018, before me Cassie Patterson, a Notary Public in and for said state, personally appeared Matthew S. Kreider, President, known to me to be the person who executed the within Petition in behalf of Owners' Association of Sunquad Subdivision Sixth Amended Plat and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this 25<sup>th</sup> day of June, 2018.

Cassie Patterson  
Notary Public  
Printed Name: Cassie Patterson

My Commission Expires: 6/6/20



By executing this Petition on this 25 day of June, 2018, the undersigned represents and warrants that he is authorized to execute this Petition on behalf of the property owner named immediately above.

**OWNERS' ASSOCIATION OF SUNQUAD  
SUBDIVISION SIXTH AMENDED PLAT**

By: [Signature]  
G.T. Cozad III, Vice President

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

On this 25<sup>m</sup> day of June, in the year 2018, before me Cassie Patterson, a Notary Public in and for said state, personally appeared G.T. Cozad III, Vice President, known to me to be the person who executed the within Petition in behalf of Owners' Association of Sunquad Subdivision Sixth Amended Plat and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this 25<sup>m</sup> day of June, 2018.

Cassie Patts  
Notary Public  
Printed Name: Cassie Patterson

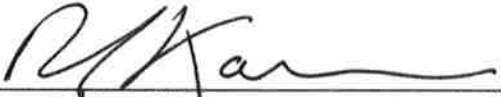
My Commission Expires: 6/6/20





By executing this Petition on this 25 day of June, 2018, the undersigned represents and warrants that he is authorized to execute this Petition on behalf of the property owner named immediately above.

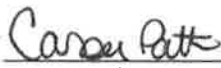
**OWNERS' ASSOCIATION OF SUNQUAD  
SUBDIVISION SIXTH AMENDED PLAT**

By:   
Richard Kallaus, Vice President

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

On this 25<sup>th</sup> day of June, in the year 2018, before me Cassie Patterson, a Notary Public in and for said state, personally appeared Richard Kallaus, Vice President, known to me to be the person who executed the within Petition in behalf of Owners' Association of Sunquad Subdivision Sixth Amended Plat and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this 25<sup>th</sup> day of June, 2018.

  
Notary Public  
Printed Name: Cassie Patterson

My Commission Expires: 6/6/20



## Exhibit A

### **Legal Description of Proposed District**

A tract of land being all of Lot 4A of the "Sunquad Subdivision Seventh Amended Plat" as recorded in Plat Book 360, Page 373 of the St. Louis County Records, part of the "Resubdivision of Block 5 of Maplewood Heights" as record in Plat Book 7, page 94, Part of Lots 22 - 24 of "C.S. Rannel's Subdivision" as recorded in Deed Book 485, Page 396, Part of Lots 1 and 5 of "Boenecke's Subdivision" as recorded in Plat Book 8, Page 13, part of "Hyatt's Subdivision" as recorded in Plat Book 2, Page 67, part of "F.W. Hinterthuer's Subdivision" as recorded in Plat Book 1, Page 82, part of "Laclede's Subdivision" as recorded in Plat Book 7, Page 83 (City of St. Louis records) and part of "Resubdivision of Blocks 1, 2, 3 & 4 of Maplewood Heights" as recorded in Plat Book 7, Page 9, all being part U.S. Surveys 2844 and 2939 and part of Fractional Section 27 in Township 45 North, Range 6 East of the Fifth Principal Meridian, City of Maplewood, St. Louis County, Missouri and being more particularly described as follows:

BEGINNING at the intersection of the Western right-of-way line of Laclede Station Road with the Northern right-of-way line of Sunnen Drive; thence along said Northern right-of-way line of Sunnen Drive the following: North 60 degrees 54 minutes 26 seconds West, 151.93 feet to a point; thence along a curve to the left having a radius of 386.00 feet, an arc length of 301.69 feet, the chord of which bears North 83 degrees 17 minutes 52 seconds West, a chord distance of 294.07 feet to a point; thence along a curve to the right having a radius of 110.00 feet, an arc length of 163.26 feet, the chord of which bears North 63 degrees 10 minutes 11 West, a chord length of 148.68 feet to a point on the Eastern right-of-way line of South Hanley Road; thence along said Eastern right-of-way line of South Hanley Road North 20 degrees 39 minutes 03 seconds West, 523.41 feet to a point; thence along a curve to the right having a radius of 886.64 feet, an arc length of 68.31 feet, the chord of which bears North 18 degrees 26 minute 38 seconds West, a chord length of 68.29 feet to a point; thence South 89 degrees 55 minutes 28 seconds West, 9.89 feet to a point; thence in a Northerly direction along a curve to the right having a radius of 914.30 feet, and arc length of 335.10 feet, the chord of which bears North 05 degrees 08 minutes 27 seconds West, a chord length of 333.22 feet to a point; thence leaving said Eastern right-of-way line of South Hanley Road North 84 degrees 08 minutes 05 seconds East, 37.65 feet to a point; thence North 72 degrees 42 minutes 40 seconds East, 411.62 feet to a point; thence in a Northerly direction along a curve to the right having a radius of 390.00 feet, an arc length of 75.10 feet, the chord of which bears South 05 degrees 44 minutes 29 seconds West, a chord length of 74.98 feet to a point on the Western line of Bartold Avenue; thence along said Western right-of-way line North 11 degrees 15 minutes 28 seconds East, 146.26 feet to a point; thence leaving said Western right-of-way line South 78 degrees 44 minutes 32 seconds East, 50.00 feet to the Northwest corner of Lot 1 of "Resubdivision of Blocks 1, 2, 3 & 4 of Maplewood Heights", a subdivision filed for record in Plat Book 7, Page 9 of the St. Louis County Records; thence along the Northern line of said subdivision South 89 degrees 45 minutes 18 seconds East, 381.21 feet to a point on the Western line of the former St. Louis Belt and Terminal Railroad right-of-way; thence along said Western line the following: in a southerly direction along a curve to the right having a radius of 1382.70 feet, an arc length of 136.58 feet, the chord of which bears South 03 degrees 21 minutes 18 seconds West, a chord length of 136.52 feet to a point; thence South 06 degrees 11 minutes 05 seconds West, 295.12 feet to appoint; thence along a curve to the left having a radius of 1482.69 feet, an arc length of 706.73 feet, the chord of which bears South 07 degrees 28 minutes 14 seconds East, a chord length of 700.05 feet to a point on the Western right-of-way line of the aforesaid Laclede Station Road; thence along said Western right-of-way line of Laclede Station Road South 28 degrees 53 minutes 29 seconds West, 102.58 feet to a point; thence South 60 degrees 56 minutes 44 seconds East, 4.41 feet to a point; thence South 28 degrees 53 minutes 29 seconds West, 204.46 feet to the Point of

beginning and containing 925,977 square feet or 21.257 acres more or less as per calculation by Stock & Associates Consulting Engineers, Inc. during April, 2015.

**EXCEPTING** therefrom Lot F of Sunnen Station Redevelopment Plat recorded in Plat Book 364, Pages 65-66 of the St. Louis County Recorder of Deeds.

**AND**

Lot 1-A of Sunquad Subdivision Seventh Amended Plat recorded in Plat Book 360, Pages 373-374 of the St. Louis County Recorder of Deeds.

**AND**

Lot 2 of Sunquad Subdivision Sixth Amended Plat recorded in Plat Book 359, Page 258 of the St. Louis County Recorder of Deeds.

**AND**

Lot 3 of Sunquad Subdivision Seventh Amended Plat recorded in Plat Book 360, Page 373-374 of the St. Louis County Recorder of Deeds.

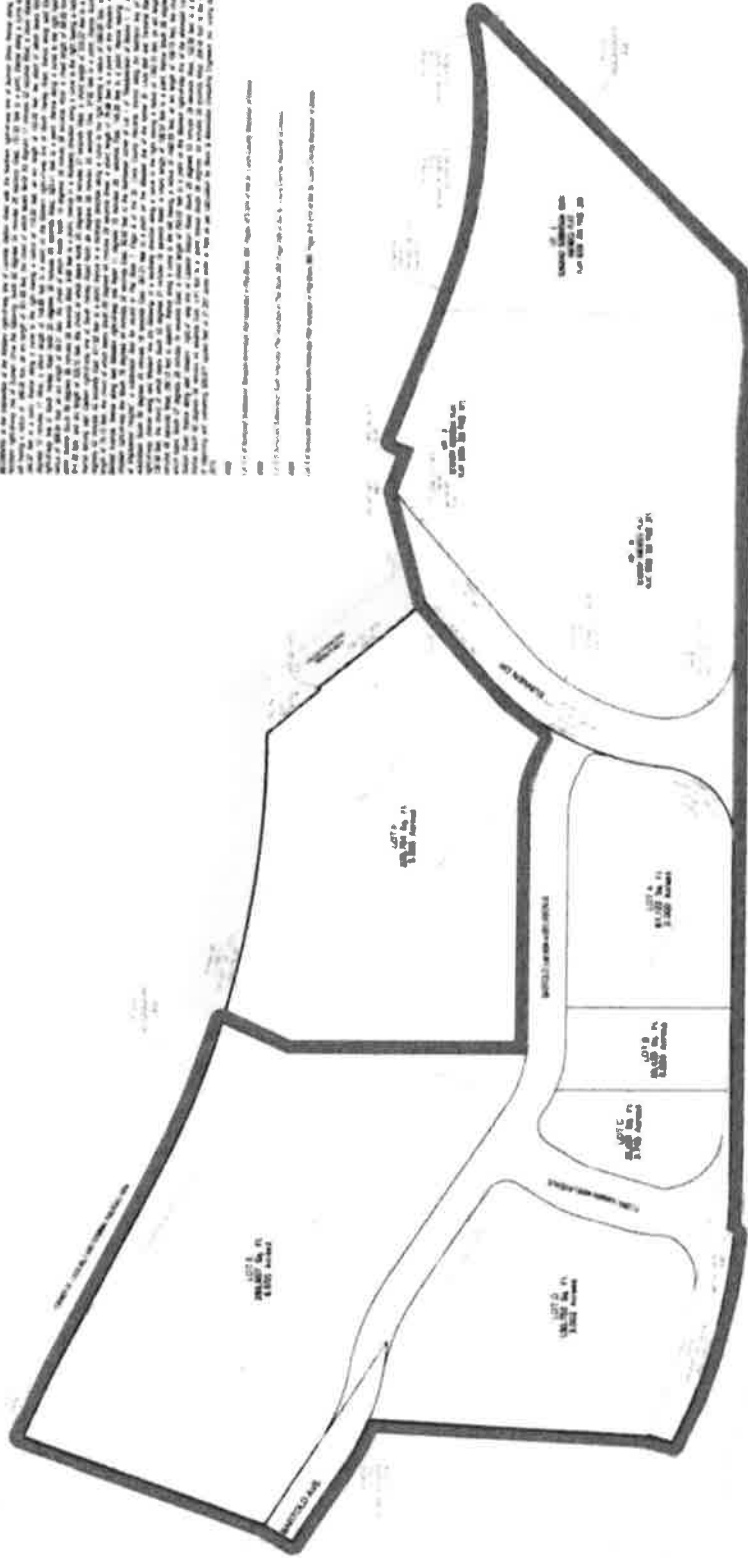
**Exhibit B**

**Boundary Map of the Proposed District**

(Attached hereto.)

# SUNNEN STATION REDEVELOPMENT

TRACTS OF LAND BEING PART OF FW. HINTERMERS SUBDIVISION, PG. 1, PG. 82, HYATT'S SUBDIVISION, PG. 2, PG. 87, BOENECKES SUBDIVISION, PG. 7, PG. 88, LACLEDE SUBDIVISION, PG. 7, PG. 81, REBILD. BLOCK 9 OF MAPLEWOOD HEIGHTS, PG. 7, PG. 84, RESUBDIVISION OF BLOCKS 1, 2, 3 + 4 OF MAPLEWOOD HEIGHTS, PG. 7, PG. 8, C.S. RANSELL'S SUBDIVISION BOOK 485, PAGE 388 AND LOT 4A OF SUNDOWN SUBDIVISION SEVENTH AMENDED PLAT, PG. 260, PG. 373, IN U.S. 2809 + 2844, AND PART OF FRAC. SEC 27 IN TOWNSHIP 46 NORTH, RANGE 6 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF MAPLEWOOD, ST. LOUIS COUNTY, MISSOURI



STOCK & ASSOCIATES  
 Consulting Engineers, Inc.  
 1717 Locust Street, Suite 200  
 St. Louis, Missouri 63103  
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 E-mail: stock@stock.com

## SUNNEN STATION RE-DEVELOPMENT

CITY OF MAPLEWOOD  
 ST. LOUIS COUNTY, MISSOURI

PROPERTY LISTING
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ST. LOUIS COUNTY BENCHMARK  
 PREPARED FOR  
 LOCAL COMMERCIAL REAL ESTATE  
 ST. LOUIS, MISSOURI, 63103

**Exhibit C**

**ASSESSED VALUE CALCULATIONS**

(Attached is a portion of Exhibit C. The complete copy of Exhibit C is on file with the City Clerk of the City of Maplewood, Missouri.)

## Memorandum

The purpose of this Memorandum is to set forth how the assessed value of the real property located within the proposed Sunnen Station Community Improvement District (the "**District**") was calculated in accordance with Section 67.1401.2(2) of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "**CID Act**"). In accordance with the CID Act, the assessed value of real property within the District is as reflected on the tax records of the County Clerk of St. Louis County, Missouri (the "**County Clerk**") as of the last completed assessment. Capitalized terms not otherwise defined herein shall be as defined in the Petition for the Creation of a Community Improvement District to which this Memorandum is attached as an exhibit and incorporated therein by reference.

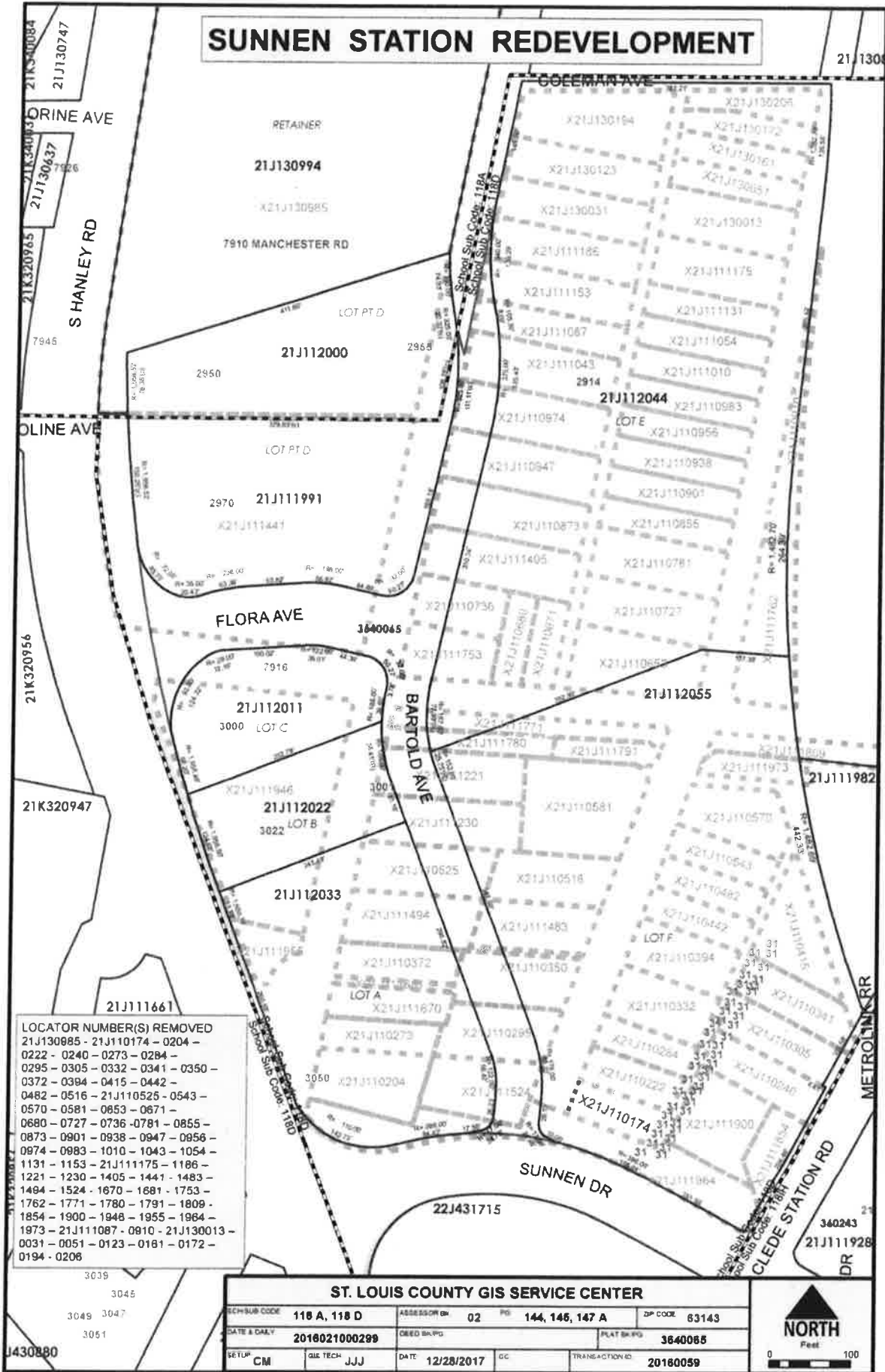
Here, the last completed assessment of the real property within the District was completed in 2017 when the parcel numbers set forth on **Exhibit 1**<sup>1</sup>, attached hereto and incorporated herein by reference, were still active in the records of the County Clerk. Currently, due to the recording of the Sunnen Plat, these lots have been consolidated into six separate lots, five of which are within the District. However, at this time, only tentative parcel identification numbers have been assigned to these five separate lots (also as shown on **Exhibit 1**) and new values have not been set in relation thereto. Therefore, for the purposes of determining assessed values for these five separate lots the 2017 assessed values associated with the former parcel numbers were allocated among the six separate lots as shown on **Exhibit 1** and as specifically set forth on **Exhibit 2**, attached hereto and incorporated herein by reference. In support hereof, the County Clerk's certified assessment records have been provided to the City Clerk of the City of Maplewood, Missouri and are on file with the City Clerk of the City of Maplewood, Missouri, which certified assessment records show the values of the last completed assessment for the real property within the proposed District.

Notwithstanding anything in this Memorandum to the contrary, the methodology set forth in this Memorandum does not apply to Lot 1-A (as shown on the Seventh Plat and consisting of Parcel Nos. 22J431715 and 22J431694), Lot 2 (as shown on the Sixth Plat and consisting of Parcel No. 22J431641) or Lot 3 (as shown on the Seventh Plat and consisting of Parcel No. 22J431706) as the parcel numbers associated with each of these three lots are still active and assigned values as reflected on the tax records of the County Clerk of St. Louis County, Missouri as of the last completed assessment.

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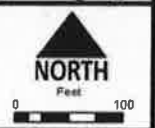
<sup>1</sup> St. Louis County GIS Service Center map of Sunnen Station Redevelopment dated December 28, 2017

**SUNNEN STATION REDEVELOPMENT**



LOCATOR NUMBER(S) REMOVED  
 21J130885 - 21J110174 - 0204 -  
 0222 - 0240 - 0273 - 0284 -  
 0295 - 0305 - 0332 - 0341 - 0350 -  
 0372 - 0394 - 0415 - 0442 -  
 0482 - 0516 - 21J110525 - 0543 -  
 0570 - 0581 - 0653 - 0671 -  
 0680 - 0727 - 0736 - 0781 - 0855 -  
 0873 - 0901 - 0938 - 0947 - 0956 -  
 0974 - 0983 - 1010 - 1043 - 1054 -  
 1131 - 1153 - 21J111175 - 1186 -  
 1221 - 1230 - 1405 - 1441 - 1483 -  
 1494 - 1524 - 1670 - 1681 - 1753 -  
 1762 - 1771 - 1780 - 1791 - 1809 -  
 1854 - 1900 - 1948 - 1955 - 1964 -  
 1973 - 21J111087 - 0910 - 21J130013 -  
 0031 - 0051 - 0123 - 0181 - 0172 -  
 0194 - 0206

ST. LOUIS COUNTY GIS SERVICE CENTER			
TECH SUB CODE	118 A, 118 D	ASSESSOR BK	02 PG 144, 146, 147 A ZP CODE 63143
DATE & DAY	2018021000299	DEED BK/PG	PLAT BK/PG 3640065
SETUP	CM	GIS TECH	JJJ DATE 12/28/2017 DC TRANSACTION ID 20180059



430880



# EXHIBIT 2

## SUNNEN STATION COMMUNITY IMPROVEMENT DISTRICT

### Proposed District Parcel Information for Calculation of Assessed Value

Red = Total Amounts w/o Deduction for Portion of Parcel Not Within CID

Blue = Total Amounts including Deduction for Portion of Parcel Not Within CID

Green = Currently not reflected on the St. Louis County Government website, but on ownership subsequently transferred to Sunco, LLC

Purple = Currently not reflected on the St. Louis County Government website but ownership subsequently transferred, in whole or in part, to Influx Properties STL, LLC

\*\*\*\*Represents estimated value of improvements for the portion of parcel within CID, which is limited to a parking lot. Assessed Improvements for 7916 Flora Avenue, in 2016, were used as a comparable for calculating the value derived on a square footage basis. 2017 is not used as a comparable, because the assessed value of improvements is no longer limited to that of a parking lot.

Parcel Number	Corresponding Lot(s)	Owner	Assessed Land Value (2017)	Assessed Improvements (2017)	Total Assessed (2017)	Property Address	Percentage of Land Within CID	Adjusted Assessed Land Value for CID (2017)	Calculation for Adjusted Assessed Improvements for CID (2016)	Adjusted Assessed Improvements for CID (2017)	Adjusted Total Assessed for CID (2017)
21110194	E	Sunco, LLC	\$4,920.00	\$0.00	\$4,920.00	2826 BARTOLD AVE	100.00%	\$4,920.00		\$0.00	\$4,920.00
21110124	E	Sunco, LLC	\$4,100.00	\$0.00	\$4,100.00	2834 BARTOLD AVE	100.00%	\$4,100.00		\$0.00	\$4,100.00
21110431	E	Sunco, LLC	\$3,000.00	\$0.00	\$3,000.00	2838 BARTOLD AVE	100.00%	\$3,000.00		\$0.00	\$3,000.00
21111106	E, Road	Sunco, LLC	\$3,000.00	\$0.00	\$3,000.00	2840 BARTOLD AVE	100.00%	\$3,000.00		\$0.00	\$3,000.00
21111153	E, Road	Sunco, LLC	\$3,000.00	\$0.00	\$3,000.00	2844 BARTOLD AVE	100.00%	\$3,000.00		\$0.00	\$3,000.00
21111087	E, Road	Sunco, LLC	\$3,000.00	\$0.00	\$3,000.00	2852 BARTOLD AVE	100.00%	\$3,000.00		\$0.00	\$3,000.00
21111043	E, Road	Sunco, LLC	\$4,100.00	\$0.00	\$4,100.00	2860 BARTOLD AVE	100.00%	\$4,100.00		\$0.00	\$4,100.00
21110974	E, Road	Sunco, LLC	\$4,100.00	\$0.00	\$4,100.00	2862 BARTOLD AVE	100.00%	\$4,100.00		\$0.00	\$4,100.00
21110947	E, Road	Sunco, LLC	\$4,100.00	\$0.00	\$4,100.00	2900 BARTOLD AVE	100.00%	\$4,100.00		\$0.00	\$4,100.00
21110973	E, Road	Sunco, LLC	\$4,100.00	\$0.00	\$4,100.00	2902 BARTOLD AVE	100.00%	\$4,100.00		\$0.00	\$4,100.00
21111405	E, Road	Sunco, LLC	\$4,100.00	\$0.00	\$4,100.00	2904 BARTOLD AVE	100.00%	\$4,100.00		\$0.00	\$4,100.00
21110736	E, Road	Sunco, LLC	\$2,510.00	\$0.00	\$2,510.00	2906 BARTOLD AVE	100.00%	\$2,510.00		\$0.00	\$2,510.00
21111753	E, Road	Sunco, LLC	\$2,490.00	\$0.00	\$2,490.00	2914 BARTOLD AVE	100.00%	\$2,490.00		\$0.00	\$2,490.00
21110600	E	Sunco, LLC	\$440.00	\$0.00	\$440.00	7817 FLORA AVE	100.00%	\$440.00		\$0.00	\$440.00
21110671	E	Sunco, LLC	\$320.00	\$0.00	\$320.00	7835 FLORA AVE	100.00%	\$320.00		\$0.00	\$320.00
21110296	E	Sunco, LLC	\$2,380.00	\$0.00	\$2,380.00	2823 COLUMMAN AVE	100.00%	\$2,380.00		\$0.00	\$2,380.00
21110172	E	Sunco, LLC	\$1,940.00	\$0.00	\$1,940.00	2825 COLUMMAN AVE	100.00%	\$1,940.00		\$0.00	\$1,940.00
21110161	E	Sunco, LLC	\$2,070.00	\$0.00	\$2,070.00	2829 COLUMMAN AVE	100.00%	\$2,070.00		\$0.00	\$2,070.00
21110051	E	Sunco, LLC	\$2,130.00	\$0.00	\$2,130.00	2831 COLUMMAN AVE	100.00%	\$2,130.00		\$0.00	\$2,130.00
21110013	E	Sunco, LLC	\$3,650.00	\$0.00	\$3,650.00	2835 COLUMMAN AVE	100.00%	\$3,650.00		\$0.00	\$3,650.00
21111175	E	Sunco, LLC	\$3,650.00	\$0.00	\$3,650.00	2837 COLUMMAN AVE	100.00%	\$3,650.00		\$0.00	\$3,650.00
21111131	E	Sunco, LLC	\$2,240.00	\$0.00	\$2,240.00	2841 COLUMMAN AVE	100.00%	\$2,240.00		\$0.00	\$2,240.00
21111054	E	Sunco, LLC	\$2,320.00	\$0.00	\$2,320.00	2845 COLUMMAN AVE	100.00%	\$2,320.00		\$0.00	\$2,320.00
21111010	E	Sunco, LLC	\$2,320.00	\$0.00	\$2,320.00	2849 COLUMMAN AVE	100.00%	\$2,320.00		\$0.00	\$2,320.00
21110943	E	Sunco, LLC	\$2,240.00	\$0.00	\$2,240.00	2853 COLUMMAN AVE	100.00%	\$2,240.00		\$0.00	\$2,240.00
21110936	E	Sunco, LLC	\$2,320.00	\$0.00	\$2,320.00	2957 COLUMMAN AVE	100.00%	\$2,320.00		\$0.00	\$2,320.00
21110934	E	Sunco, LLC	\$2,240.00	\$0.00	\$2,240.00	2961 COLUMMAN AVE	100.00%	\$2,240.00		\$0.00	\$2,240.00
21110901	E	Sunco, LLC	\$2,240.00	\$0.00	\$2,240.00	2965 COLUMMAN AVE	100.00%	\$2,240.00		\$0.00	\$2,240.00
21110855	E	Sunco, LLC	\$2,320.00	\$0.00	\$2,320.00	2967 COLUMMAN AVE	100.00%	\$2,320.00		\$0.00	\$2,320.00
21110781	E	Sunco, LLC	\$3,650.00	\$0.00	\$3,650.00	2911 COLUMMAN AVE	100.00%	\$3,650.00		\$0.00	\$3,650.00
21110727	E	Sunco, LLC	\$3,650.00	\$0.00	\$3,650.00	2915 COLUMMAN AVE	100.00%	\$3,650.00		\$0.00	\$3,650.00
21110653	E	Sunco, LLC	\$4,070.00	\$0.00	\$4,070.00	2969 COLUMMAN AVE	50.00%	\$2,035.00		\$0.00	\$2,035.00
21111771	E, Road	Maplewood	\$17,000.00	\$0.00	\$17,000.00	3001 COLUMMAN AVE	50.00%	\$8,500.00		\$0.00	\$8,500.00
21110780	E, Road	Sunco, LLC	\$500.00	\$0.00	\$500.00	3010 BARTOLD AVE	50.00%	\$250.00		\$0.00	\$250.00
21111221	B, Road	Sunco, LLC	\$3,670.00	\$0.00	\$3,670.00	3032 BARTOLD AVE	25.00%	\$917.50		\$0.00	\$917.50
21111240	A, B, Road	Sunco, LLC	\$3,930.00	\$0.00	\$3,930.00	3036 BARTOLD AVE	50.00%	\$1,965.00		\$0.00	\$1,965.00
21110925	A, Road	Sunco, LLC	\$3,520.00	\$0.00	\$3,520.00	3038 BARTOLD AVE	75.00%	\$2,640.00		\$0.00	\$2,640.00
21111494	A, Road	Sunco, LLC	\$3,720.00	\$0.00	\$3,720.00	3032 BARTOLD AVE	100.00%	\$3,720.00		\$0.00	\$3,720.00
21110372	A, Road	Sunco, LLC	\$2,250.00	\$0.00	\$2,250.00	3016 BARTOLD AVE	100.00%	\$2,250.00		\$0.00	\$2,250.00
21111681	A	Sunco, LLC	\$400.00	\$0.00	\$400.00	3016 BARTOLD AVE A	100.00%	\$400.00		\$0.00	\$400.00
21111670	A	Sunco, LLC	\$13,030.00	\$0.00	\$13,030.00	3018 BARTOLD AVE	100.00%	\$13,030.00		\$0.00	\$13,030.00
21110273	A	Sunco, LLC	\$2,130.00	\$0.00	\$2,130.00	3009 BARTOLD AVE	100.00%	\$2,130.00		\$0.00	\$2,130.00
21110204	A	Sunco, LLC	\$3,610.00	\$0.00	\$3,610.00	3024 BARTOLD AVE	100.00%	\$3,610.00		\$0.00	\$3,610.00
21110360	A, Road	Sunco, LLC	\$3,520.00	\$0.00	\$3,520.00	3021 COLUMMAN AVE	25.00%	\$880.00		\$0.00	\$880.00
21110295	A, Road	Sunco, LLC	\$3,440.00	\$0.00	\$3,440.00	3023 COLUMMAN AVE	50.00%	\$1,720.00		\$0.00	\$1,720.00
21111224	A, Road	Sunco, LLC	\$3,660.00	\$0.00	\$3,660.00	3029 COLUMMAN AVE	100.00%	\$3,660.00		\$0.00	\$3,660.00
21111064	A, Road	Sunco, LLC	\$88,320.00	\$0.00	\$88,320.00	41 SUTHERLY DR	50.00%	\$44,160.00		\$0.00	\$44,160.00
21111955	A	Sunco, LLC	\$1,340.00	\$0.00	\$1,340.00	2613 BARTOLD AVE	100.00%	\$1,340.00		\$0.00	\$1,340.00
21111346	A, B, C, Road	Sunco, LLC	\$177,120.00	\$0.00	\$177,120.00	8400 S HAINES RD	100.00%	\$177,120.00		\$0.00	\$177,120.00
21111441	C, D, Road	Sunco, LLC	\$276,740.00	\$1,780.00	\$278,520.00	7915 FLORA AVE	100.00%	\$276,740.00		\$1,780.00	\$278,520.00

Parcel Number	Corresponding Lot(s)	Owner	Assessed Land Value (2017)	Assessed Improvements (2017)	Total Assessed (2017)	Property Address	Percentage of Land Within CID	Adjusted Assessed Land Value for CID (2017)	Calculation for Adjusted Assessed Improvements for CID (2017)	Adjusted Assessed Improvements for CID (2017)	Adjusted Total Assessed for CID (2017)
21118912	0	Sisco, J.J.C	\$1,112,880.00	\$793,520.00	\$1,907,980.00	279X HANLEY RD	9.50%	\$155,697.10	7935 Sun Ave. is a parking lot with improvements assessed at \$40,000 and parking of 55,000 s.f. Therefore, parking has a value of 50.74 s.f. Therefore, multiply this number by 7.62 s.f. of parking.	\$3,674.27****	\$159,371.37
21111762	0	Sisco, J.J.C	\$12,050.00	\$0.00	\$12,050.00	7825 FLORA AVE	50.00%	\$6,025.00		\$0.00	\$6,025.00
21110910	0	Sisco, J.J.C Autobahn West,	\$1,810.00	\$0.00	\$1,810.00	280 COLLEMAN AVE	100.00%	\$1,810.00		\$0.00	\$1,810.00
22431713	1A	Autobahn West, Inc.	\$518,530.00	\$77,440.00	\$1,235,970.00	40 SUNNEN DR	100.00%	\$518,530.00		\$77,440.00	\$1,235,970.00
22431664	1A	Autobahn West, Inc. Owners' Association of Sunland Subdivision Sixth Amended	\$269,310.00	\$77,570.00	\$346,880.00	32 SUNNEN DR	100.00%	\$269,310.00		\$77,570.00	\$346,880.00
22431641	2	Dist Link Family Res Trust	\$377,380.00	\$0.00	\$377,380.00	34 SUNNEN DR	100.00%	\$377,380.00		\$0.00	\$377,380.00
22431500	3	Enterprise, J.C	\$11,000.00	\$23,180.00	\$139,130.00	30 SUNNEN DR	100.00%	\$11,000.00		\$23,180.00	\$139,130.00
<b>TOTALS:</b>			<b>\$2,086,930.00</b>	<b>\$3,415,000.00</b>	<b>\$5,482,930.00</b>			<b>\$1,068,440.00</b>		<b>\$2,628,200.00</b>	<b>\$4,694,503.82</b>

Estimated Aggregated Adjusted Proposed District Information

\*Rounded to nearest one hundredth.

\*\*Rounded to nearest tenth.

Lot Name	Acres*	Assessed Land Value (2017)*	Assessed Improvements (2017)	Total Assessed (2017)	Percentage of CID Acreage*	Percentage of Lots A-E Acreage**	Owner
A	2.00	\$126,339.17	\$0.00	\$126,339.17	9.48%	15.3%	Sumco, LLC
B	0.70	\$47,606.67	\$0.00	\$47,606.67	3.31%	5.2%	Indigo Properties STL, LLC
C	0.75	\$48,474.07	\$17,801.90	\$66,275.97	3.55%	5.2%	Indigo Properties STL, LLC
D	3.00	\$459,038.90	\$1,768,062.92	\$2,227,101.82	14.23%	22.9%	Indigo Properties STL, LLC
E	6.66	\$107,820.00	\$0.00	\$107,820.00	31.55%	50.8%	Sumco, LLC
1-A	4.71	\$787,840.00	\$815,010.00	\$1,602,850.00	22.33%	N/A	Autobus West, Inc
2	2.26	\$377,380.00	\$0.00	\$377,380.00	10.69%	N/A	Owners' Association of Sunquad Subdivision South Amended Plat
3	1.02	\$113,950.00	\$25,180.00	\$139,130.00	4.84%	N/A	Fink Family Real Estate Enterprise, LLC
<b>TOTALS:</b>	<b>21.0906</b>	<b>\$2,068,448.80</b>	<b>\$2,626,054.82</b>	<b>\$4,694,503.62</b>	<b>100.00%</b>	<b>100.0%</b>	

Entity	Lots Owned by Entity	Total Value of Owned Lots	Percentage Value of Total CID Area
Sumco, LLC	Lots A, E	\$234,159.17	4.99%
Indigo Properties STL, LLC	Lots B, C, D	\$2,340,984.45	49.87%
Autobus West, Inc.	Lot 1-A	\$1,602,850.00	34.14%
Owner's Association of Sunquad	Lot 2	\$377,380.00	8.04%
Fink Family Real Estate	Lot 3	\$139,130.00	2.96%
		\$4,694,503.62	100.00%

**Exhibit D**

**FIVE-YEAR PLAN**

**SUNNEN STATION COMMUNITY IMPROVEMENT DISTRICT**

**DATED: JUNE 29, 2018**

**Introduction**

Sunco, LLC ("*Sunco*"), Indigo Properties STL, LLC ("*Indigo*"), Autohaus West, Inc. ("*Autohaus*"), Owners' Association of Sunquad Subdivision Sixth Amended Plat ("*Trustee*"), and Fink Family Real Estate Enterprise, LLC ("*Fink Family*", and together with Sunco, Indigo, Autohaus, and Trustee, the "*Petitioners*") propose to create the Sunnen Station Community Improvement District (the "*District*") pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended, (the "*CID Act*"). Section 67.1421 of the CID Act requires that the petition for the creation of the proposed District be accompanied by a five-year plan, which includes a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of the costs of these services and improvements to be incurred. This Five-Year Plan (the "*Plan*") is presented in order to comply with the statutory requirement referenced above.

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

This Plan contains the following: (A) a description of the location and formation of the proposed District; (B) a description of the anticipated proposed District revenues over a five-year period; (C) a summary of the improvements and services to be provided by the proposed District over a five-year period; (D) an estimate of costs of the services and improvements to be incurred over a five-year period; and (E) an anticipated schedule for the proposed District's improvements, activities and services over a five-year period. This Plan is an integral and composite part of the Petition for the Creation of a Community Improvement District to which it is attached.

**A. District Location and Formation**

Petitioners represent that: (1) the proposed District currently consists of approximately 21.0906 acres of real property located north of Pacific Avenue, east of South Hanley Road, south of Manchester Road, and west of the Metrolink tracks in the City of Maplewood, Missouri (the "*City*"); (2) based upon those recorded plats described in Section 5 of the Petition, the real property within the proposed District consists of eight lots for which new Parcel Identification Numbers have not yet been assigned; and (3) the proposed District is contiguous.

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

**B. District Revenues**

The District is proposed to raise revenues by imposing an additional sales and use tax (the “*District Sales Tax*”) at the rate of one percent (1%) on all taxable retail sales within its boundaries which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable or video services. The imposition of the District Sales Tax is subject to approval by the qualified voters within the proposed District. To the extent that there are no registered voters within the proposed District, the CID Act provides that the qualified voters are the owners of one or more parcels of real property located within the proposed District per the tax records of St. Louis County, Missouri (“*County*”) as of the thirtieth day before the date of the applicable election. Once the proposed District is established by ordinance of the City, the proposed District’s Board of Directors will submit the question of whether it shall be authorized to impose the District Sales Tax to the qualified voters for approval. Notwithstanding anything in the CID Act or the Petition for the Creation of a Community Improvement District for the proposed District to the contrary, the proposed District shall have no power to levy special assessments, real property taxes or business license taxes.

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

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

In general, the District is being formed to perform any or all of its activities in connection with the exercise of any of the powers under Section 67.1461 of the CID Act with respect to the following specific projects (collectively, the “*CID Project*”): the reconstruction, reconfiguration, and relocation of Flora Avenue and Bartold Avenue, the installation of a traffic signal and related improvements at the intersection of Flora Avenue and Hanley Road, relocation and installation of utilities within the proposed District’s boundaries (including sewers, water lines, and drains), installation and construction of sidewalks, landscaping, and streetscaping in the proposed District’s boundaries, and any other project authorized in that certain Redevelopment Agreement by and among the City, Sunnen Station Redevelopment Corporation, and Sunco, LLC dated as of January 12, 2016, as may be amended from time to time (the “*Redevelopment Agreement*”).

The District proposes to provide funding for the public improvements described below, which public improvements are anticipated to be made in connection with the development, operation and maintenance of new residential, office, and commercial retail developments within the proposed District. The maximum cost of the CID Project is \$4,500,000, as described below:

Item	Amount*
Site Work (saw cutting, storm water pollution prevention, demolition of asphalt/hardscape/utilities, tree removal/protection, cut and fill, grading) and Construction of Public Improvements	\$ 3,000,000

(asphalt paving, concrete paving, street patching, curb & gutter, parking lot signs and lights, sidewalks, monument signs, retaining walls, fencing, landscaping, general conditions)	
Utility Work (sanitary, storm sewer, water)	\$ 1,000,000
Professional Services (Engineering, Architectural, Testing, Legal)	\$ 500,000
<b>Total**</b>	<b>\$4,500,000</b>

\* The amount in each budget category is an estimate. Savings in one budget category may be applied to additional costs incurred in other budget categories, except that the costs for Professional Services are capped at \$500,000, and savings in the categories of Site Work and Utility Work cannot be applied to costs for Professional Services in excess of \$500,000.

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

The proposed District may fund the costs of the CID Project as described above and the operation of the CID Project. District Sales Tax revenues may be used to fund in part either direct costs of the CID Project or financing costs of the CID Project, or both.

On an annual basis, the District Sales Tax revenues will be applied as follows: (a) first, to fund the reasonable on-going administrative costs of the proposed District, the amount of which will be determined by the proposed District's Board of Directors in connection with the adoption of the annual budget of the proposed District and shall not exceed \$12,000 in each fiscal year (exclusive of those amounts for reimbursement to the City for actual expenditures by the City in connection with its review of the proposed District's activities pursuant to Section 67.1461.3 and Section 67.1511.2(3) of the CID Act) plus a percentage increase equal to the average percentage increase in the Consumer Price Index (as computed by the United States Department of Labor's Bureau of Labor Statistics) from the preceding fiscal year, and (b) second, to fund the costs of the CID Project or any obligations issued by the proposed District to finance the costs of the CID Project. This formula will be applied throughout the term of the proposed District.

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

The maximum cost of the CID Project over the initial five-year period is \$4,500,000. As stated above, District Sales Tax revenues may be used to fund in part either direct costs of the CID Project or financing costs of the CID Project, or both.

**E. Anticipated Schedule**

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

<u>Year</u>	<u>Improvements, Activities and Services</u>
-------------	--

<b><u>Year</u></b>	<b><u>Improvements, Activities and Services</u></b>
<b>2018</b>	<ul style="list-style-type: none"> <li>• Establish District</li> <li>• District’s Board of Directors Authorizes Imposition of District Sales Tax</li> <li>• District Holds Mail-In Election to Impose District Sales Tax</li> <li>• District Provides Financing for a Portion of the Costs of the CID Project</li> </ul>
<b>2019</b>	<ul style="list-style-type: none"> <li>• District Provides Financing for a Portion of the Costs of the CID Project</li> <li>• District Provides for the collection of District Sales Tax</li> <li>• District provides for its On-Going Administration</li> </ul>
<b>2020</b>	<ul style="list-style-type: none"> <li>• District Provides Financing for a Portion of the Costs of the CID Project</li> <li>• District Provides for the collection of District Sales Tax</li> <li>• District provides for its On-Going Administration</li> </ul>
<b>2021</b>	<ul style="list-style-type: none"> <li>• District Provides Financing for a Portion of the Costs of the CID Project</li> <li>• District Provides for the collection of District Sales Tax</li> <li>• District provides for its On-Going Administration</li> </ul>
<b>2022</b>	<ul style="list-style-type: none"> <li>• District Provides Financing for a Portion of the Costs of the CID Project</li> <li>• District Provides for the collection of District Sales Tax</li> <li>• District provides for its On-Going Administration</li> </ul>

**Exhibit B**

**COOPERATION AGREEMENT**

(Attached hereto.)



**Exhibit B**

**COOPERATION AGREEMENT**

(Attached hereto.)

**Intergovernmental Cooperation Agreement**

**By and Among the**

**City of Maplewood, Missouri,**

**the**

**Sunnen Station Community Improvement District,**

**Sunnen Station Redevelopment Corporation,**

**and**

**Sunco, LLC**

**Dated as of \_\_\_\_\_, 2018**

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## INTERGOVERNMENTAL COOPERATION AGREEMENT

**THIS INTERGOVERNMENTAL COOPERATION AGREEMENT** (the “**Agreement**”) is made and entered into as of \_\_\_\_\_, 2018, by and among the **CITY OF MAPLEWOOD, MISSOURI** (the “**City**”), a constitutional charter city and political subdivision of the State of Missouri, the **SUNNEN STATION COMMUNITY IMPROVEMENT DISTRICT** (the “**District**”), a political subdivision of the State of Missouri, **SUNNEN STATION REDEVELOPMENT CORPORATION** (the “**Redevelopment Corporation**”), a Missouri urban redevelopment corporation formed under Chapter 353 of the Revised Statutes of Missouri, and **SUNCO, LLC** (“**Sunco**”; together, with the Redevelopment Corporation, the “**Developer**”), a Missouri limited liability company.

### RECITALS:

1. On December 22, 2015, pursuant to Chapter 353 and City Ordinance No. 5460, the City adopted Ordinance No. 5795 approving redevelopment of approximately 21 acres located in the City pursuant to the Redevelopment Plan (as defined herein), authorized the execution of that certain Redevelopment Agreement dated January 12, 2016 by and between the City and Developer (the “**Redevelopment Agreement**”), approved the redevelopment project described in the Redevelopment Plan and the Redevelopment Agreement (the “**Redevelopment Project**”), and authorizing tax abatement pursuant to Chapter 353 as more particularly set forth in the Redevelopment Agreement.

2. Pursuant to Ordinance No. \_\_\_\_\_, the City created the District as a separate political subdivision in accordance with the CID Act.

3. Pursuant to the Redevelopment Agreement, and in accordance with the Redevelopment Plan, the City and Developer agreed that the District be created for the purpose of providing revenue to fund the construction and implementation of portions of the CID Project and that one hundred percent (100%) of the CID Sales Tax Revenues (defined herein) be pledged to the CID Project (except for payment of District Administrative Costs).

4. The District will impose a sales and use tax of one percent (1%) in accordance with the CID Act on the receipts from the sale at retail of all tangible personal property or taxable services at retail with the District.

5. On \_\_\_\_\_, 2018, the Board of Directors of the District adopted Resolution No. \_\_\_\_\_ authorizing the District to enter into this Agreement.

6. On \_\_\_\_\_, 2018, the City Council of the City adopted Ordinance No. \_\_\_\_\_ authorizing the City to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

### SECTION 1 DEFINITIONS

**Section 1.1 Definitions of Words and Terms.** The words and terms as used in this Agreement shall have the following meanings. All capitalized terms used in this Agreement that are not otherwise defined herein have the meanings given to them in the Redevelopment Agreement.

**“Agreement”** means this Intergovernmental Cooperation Agreement, as from time to time amended in accordance with the terms hereof.

**“Chapter 353”** means The Urban Redevelopment Corporations Law, Chapter 353 of the Revised Statutes of Missouri, as amended.

**“CID Act”** means the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended.

**“CID Boundaries”** means the from time to time boundaries of the District, presently as legally described and set forth on **Exhibit C** to this Agreement, attached hereto and incorporated herein by reference.

**“CID Project”** shall mean and include the following: (i) any “CID Project” described in the Redevelopment Agreement; and (ii) the Project as such term is defined in the petition to establish the District. Without limitation, the CID Project shall include the following specific projects: the reconstruction, reconfiguration, and relocation of Flora Avenue and Bartold Avenue, the installation of a traffic signal and related improvements at the intersection of Flora Avenue and Hanley Road, relocation and installation of utilities within the CID Boundaries (including sewers and drains), and installation and construction of sidewalks, landscaping, and streetscaping in the CID Boundaries.

**“CID Project Fund”** shall mean that certain account established by the District for the sole purpose of receiving, holding, and disposing the CID Sales Tax Revenues in accordance with the terms of this Agreement and applicable law.

**“CID Sales Tax”** means the sales and use tax imposed by the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the District if such property and services are otherwise subject to sales and use tax under Missouri law.

**“CID Sales Tax Revenues”** means the moneys received by the District from the imposition of the CID Sales Tax.

**“City”** means the City of Maplewood, Missouri, a constitutional charter city and political subdivision under the laws of the State of Missouri, and its successors and assigns.

**“District”** means the Sunnen Station Community Improvement District, a political subdivision of the State of Missouri, and its successors and assigns.

**“District Administrative Costs”** means overhead expenses of the District for administration, supervision and inspection incurred in connection with the CID Project eligible for reimbursement pursuant to the CID Act. District Administrative Costs include the following: (a) reimbursement to the City for actual expenditures by the City in connection with its review of the District’s activities pursuant to Section 67.1461.3 and Section 67.1511.2(3) of the CID Act; (b) expenses incurred in the exercise of the contractual powers of the District pursuant to section 67.1461.1(5) of the CID Act; (c) reimbursement to the Developer for the costs of filing and defending the petition to establish the District and all publication and incidental costs incurred in connection therewith including obtaining the ordinance and proceedings establishing the District; (d) the cost of insurance obtained by the District; (e) the cost of any audit obtained by the District; and (f) expenses incurred by the District in the exercise of the powers granted under Section 67.1461.1(29) of the CID Act, which consist of paying costs of compensating employees or contractors, paying the costs of suits by or against the District, and the cost of purchasing personal property necessary or convenient for the District’s activities. In no event shall the District incur

more than \$12,000 in District Administrative Costs in each fiscal year (exclusive of those set forth in (a) above) plus a percentage increase equal to the average percentage increase in the Consumer Price Index (as computed by the United States Department of Labor's Bureau of Labor Statistics) from the preceding fiscal year.

**"District Obligations"** means any bonds or notes, singly or in series, issued by or on behalf of the District pursuant to the CID Act. The maximum amount of Eligible Costs which may be reimbursed by the issuance of District Obligations shall be \$4,500,000 plus costs of issuance and accrued interest on District Obligations issued by or on behalf of the District pursuant to the CID Act.

**"DOR"** means the Missouri Department of Revenue.

**"Eligible Costs"** means all actual and reasonable costs and expenses that are incurred by or at the direction of the Developer, acting as agent of the District, with respect to the CID Project as permitted under the CID Act, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded for the CID Project that is to be constructed or undertaken by the Developer, plus all actual and reasonable costs to plan, finance, develop, design and acquire the CID Project, including but not limited to the following:

- (a) all actual and reasonable costs of the CID Project as set forth in the petition establishing the District and all exhibits attached thereto and incorporated therein by reference;
- (b) all costs of issuance advanced by the Developer and incurred in connection with the issuance of the District Obligations;
- (c) all planning, legal, administrative and other costs associated with the CID Project including, but not limited to, legal and administrative costs incurred or charged by the City in connection with the creation of the District and the negotiation of this Agreement;
- (d) all operating costs of the District advanced by the Developer pursuant to the terms of this Agreement, the Redevelopment Agreement, or the petition establishing the District; and
- (e) all other items of expense advanced by the Developer and not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the CID Project and which may lawfully be paid or incurred by the District under the CID Act.

The maximum amount of such Eligible Costs shall be \$4,500,000 plus costs of issuance and accrued interest on District Obligations issued by or on behalf of the District pursuant to the CID Act, as set forth in the petition to establish the District.

**"Indenture"** means a trust indenture between the District and the Trustee, executed in connection with the issuance of District Obligations, as the same may from time to time be amended or supplemented in accordance with its terms.

**"Parties"** means the City, the District, and the Developer, each of which is a **"Party"**.

**"Redevelopment Agreement"** shall have the meaning assigned to such term in the recitals hereof.

**“Redevelopment Project”** shall have the meaning assigned to such term in the recitals hereof.

**“Redevelopment Plan”** means that certain Sunnen Station Urban Development Plan approved by the City on December 13, 2011 by Ordinance No. 5646 amended by that certain Sunnen Station Phase II Urban Development Plan approved by the City on December 22, 2015 by Ordinance No. 5795, as may be further amended from time to time.

**“Trustee”** means a bank or trust company that serves as a trustee with respect to any District Obligations.

## **Section 1.2**

### **Rules of Interpretation.**

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) All references in this Agreement to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) Whenever an item or items are listed after the words “include” or “including,” such listing is not intended to be a listing that excludes items not listed.

(d) Except as expressly provided in this Agreement, (i) whenever the consent or approval of a Party is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, (ii) where an act is to be performed to the satisfaction of a Party, it shall be performed to such Party’s reasonable satisfaction, and (iii) where a Party is obligated to use its judgment or discretion, such judgment or discretion shall be reasonable.

## **SECTION 2 REPRESENTATIONS**

**Section 2.1 Representations by the City.** Subject to the indemnification of the City by the Developer, the City represents that:

(a) The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city.

(b) The City has authority to enter into this Agreement and the Mayor of the City has been duly authorized by approval of the City Council to execute and deliver this Agreement, and this Agreement is the legal, valid, and binding obligation of the City enforceable in accordance with its terms.

(c) There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

**Section 2.2 Representations by the District.** The District makes the following representations as the basis for the undertakings on its part herein contained:

(a) The District is a political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

(b) The District has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder and all actions taken by the District under this Agreement are authorized by the CID Act and the District's performance of such actions will conform to all legal requirements related thereto. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers, and this Agreement is the legal, valid and binding obligation of the District enforceable in accordance with its terms.

(c) The District will take all necessary action to approve the CID Project. No further action or approvals by the District are necessary in connection with the construction or financing of the CID Project, except with respect to the approval of certain matters relating to approvals to be granted by the City pursuant to this Agreement and relevant provisions of the City Code that may be applied by the City to development of the CID Project.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the District are authorized and comply with the CID Act and will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the District or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreement to which the District is a party.

(e) There is no litigation or proceeding pending or, to the District's knowledge, threatened against the District challenging the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement.

(f) The District shall only have the power to impose the CID Sales Tax and shall not have any other powers of revenue generation under the CID Act.

**Section 2.3 Representations by the Developer.** Developer makes the following representations and warranties:

(a) As to Sunco, Sunco is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Missouri. As to Redevelopment Corporation, Redevelopment Corporation is an urban redevelopment corporation duly organized, validly existing, and in good standing under the laws of the State of Missouri.

(b) Developer has all necessary power and authority to enter into this Agreement, and to execute and deliver the documents required of the Developer herein and to carry out its obligations under this Agreement and all actions taken by the Developer and District under this Agreement are authorized by the CID Act and the Developer's performance of such actions will conform to all legal requirements under the laws of the State of Missouri. The person executing



this Agreement on behalf of Developer is authorized to execute and deliver this Agreement, and this Agreement is the legal, valid and binding obligation of Developer enforceable in accordance with its terms.

(c) There is no litigation or proceeding pending or, to the Developer's knowledge, threatened against the Developer affecting the right of the Developer to execute or deliver this Agreement or the ability of the Developer to comply with its obligations under this Agreement.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the Developer will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the Developer is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the Developer or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Developer under the terms of any instrument or agreement to which the Developer is a party.

### **SECTION 3 COLLECTION OF CID SALES TAX**

**Section 3.1 Collection of CID Sales Tax.** As required by the CID Act, the Parties expect that DOR shall collect and administer the CID Sales Tax. The District and Developer shall cooperate with DOR in all respects and as necessary for the collection of the CID Sales Tax. The Parties acknowledge and agree that DOR may deduct a collection and administrative fee as provided for in the CID Act and that such fee shall be deducted from the CID Sales Tax Revenues.

**Section 3.2 Enforcement of the CID Sales Tax.** The District and the Developer shall cooperate with DOR and shall take any and all actions necessary for collection and enforcement of the CID Sales Tax. The District may prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the District deems reasonably necessary to secure the payment of the CID Sales Tax. In the event that the DOR notifies the District that it refuses to undertake enforcement of the CID Act, the District shall initiate an action to enforce collection unless the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected. The cost of such enforcement action shall be billed to the District as District Administrative Costs.

**Section 3.3 Repeal of the CID Sales Tax.** The term of the proposed District shall be from the date of the City's ordinance establishing the proposed District until no later than December 31, 2043. Notwithstanding the foregoing, upon the earlier to occur of the following, (1) the date upon which all of the Obligations, as defined in the CID Act, of the District have been repaid, or (2) the date which is twenty-five (25) years from the date of the City's ordinance establishing the proposed District, Developer and the Board of Directors of the District shall promptly commence the procedures provided in the CID Act for repeal and termination of the CID Sales Tax. Upon repeal of the CID Sales Tax, the District shall:

- (1) Pay all outstanding District Administrative Costs; and
- (2) Transfer any such funds remaining in a manner permitted by the CID Act.

**SECTION 4**  
**APPLICATION OF CID SALES TAX**

**Section 4.1 Establishment of CID Project Fund.** The Parties acknowledge and agree that the resolution imposing the CID Sales Tax also establishes the CID Project Fund. The Board of Directors shall take any and all actions as may be required to open and establish the CID Project Fund.

**Section 4.2 Application of Moneys in the CID Project Fund.**

(a) The City hereby finds and determines that one hundred percent (100%) of the CID Sales Tax Revenues are needed for the payment of costs of the CID Project (except for payment of District Administrative Costs).

(b) The District's Board of Directors shall enter into automatic electronic deposit agreements (including DOR Local Sales and Use Tax ACH Agreements) with DOR regarding the receipt and deposit of CID Sales Tax Revenues directly into the CID Project Fund, which shall be held by the District or, if District Obligations are outstanding, the Trustee.

(c) The District may use the amounts in the CID Project Fund to pay (i) District Administrative Expenses, (ii) Eligible Costs of the CID Project, (iii) the District Obligations including the costs of issuance related to the issuance of the District Obligations, or (iv) any costs incurred in connection with any of the foregoing or otherwise expressly permitted by this Agreement or the CID Act.

(d) The District agrees that the officer of the District at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the District's Board of Directors for each fiscal year that District Obligations are outstanding a request for an appropriation of all CID Sales Tax Revenues received by the District for application to the payment of the principal amount, premium, if any, and interest of the District Obligations in accordance with this Agreement. The District will annually provide evidence of such appropriation to the City. Pursuant to Section 67.1471 of the CID Act, the CID shall submit to the City a proposed annual budget for approval by the City. Approval of such budget by the City shall be required prior to the District's final approval of the budget.

(e) The District agrees that it shall not be allowed to issue any obligations or pledge the CID Sales Tax Revenues to any obligations other than the District Obligations or to the payment of any costs other than the Eligible Costs of the CID Project.

**Section 4.3 Administration of the District.** The operations of the District will be administered by a third-party administrator selected by the Developer with the consent of the City, which consent shall be provided in the City's sole discretion.

**Section 4.4 Eligible Costs; Issuance of District Obligations.** The City agrees that the District may pay directly, or reimburse Developer (or either Party comprising Developer), for all Eligible Costs incurred. To the extent that the District lacks sufficient funds to pay or reimburse the total of all such Eligible Costs as they are incurred, the District may reimburse Developer (or either Party comprising Developer) over time on a "pay as you go" basis, alternatively, the District may reimburse the Developer (or either Party comprising Developer) for the total of all such Eligible Costs through the issuance to the Developer (or either Party comprising Developer) of District Obligations, including notes, bonds or other financial instruments that the District is solely obliged to pay. Notwithstanding the foregoing, the parties

agree that no tax exempt District Obligations shall be issued without the prior written consent of the City, such consent to be given at the sole discretion of the City.

**Section 4.5 Conditions for Issuance of District Obligations.** Prior to the issuance of any District Obligations to Developer (or either Party comprising Developer), Developer (or either Party comprising Developer) shall provide the City and the District: (i) satisfactory evidence that the CID Project is substantially complete as evidenced by a certificate of substantial completion substantially in the form of **Exhibit A** attached hereto, and (ii) a certificate by Developer (or either Party comprising Developer) certifying that Developer (or either Party comprising Developer) has incurred Eligible Costs in at least the amount of the District Obligations that the District is being requested to issue, such certificate to substantially be in the form of **Exhibit B** attached hereto. The City and the District shall have forty five (45) days each to review and accept or reject such certificate of substantial completion and certificate of Eligible Costs. Following delivery of the certificate of substantial completion and certificate of Eligible Costs, the City shall carry out such inspections as required by the City's code or as the City shall deem necessary to verify to the City's satisfaction the accuracy of the certifications contained in the certificate of substantial completion and the project engineer's certifications accompanying the certificate of substantial completion. Following the completion of such inspection, the City and the District shall either approve the certificate of substantial completion and certificate of Eligible Costs or furnish the Developer with specific written objections, describing such objections and the measures required to correct such objections in reasonable detail. The City and the District shall have forty-five (45) days after the delivery of the certificate of substantial completion and certificate of Eligible Costs to the City and the District to perform such inspections deemed necessary by the City or the District and to approve the Certificate of Completion or to provide specific written objections to the certificate of substantial completion and certificate of Eligible Costs as provided above. If the City or the District does not approve the certificate of substantial completion and/or certificate of Eligible Costs or provide specific written objections to either within forty-five (45) days after the delivery of the certificate of substantial completion and certificate of Eligible Costs, the Developer shall provide notice to the City and/or the District in the manner provided in this Agreement that the City and/or the District has failed to approve the certificate of substantial completion and certificate of Eligible Costs or to provide specific written objections to the certificate of substantial completion and certificate of Eligible Costs as provided in this Section and that if the City and/or the District fails either to approve the certificate of substantial completion and certificate of Eligible Costs or to provide specific written objections to the certificate of substantial completion and certificate of Eligible Costs within an additional forty-five (45) days after the delivery of such notice, then the City and/or the District shall be deemed to have approved the certificate of substantial completion and certificate of Eligible Costs, and in the event of the failure of the City and/or the District to approve the certificate of substantial completion and certificate of Eligible Costs or to provide specific written objections to certificate of substantial completion and certificate of Eligible Costs within such additional forty-five (45) days after delivery of such notice, the certificate of substantial completion and certificate of Eligible Costs shall be deemed to have been approved by the City and/or the District. If the City and/or the District furnishes the Developer with specific written objections to the certificate of substantial completion and certificate of Eligible Costs, the Developer shall have forty-five (45) days to address such objections and, when addressed, shall resubmit the certificate of substantial completion and certificate of Eligible Costs to the City and/or the District in accordance with this Section. If the City and/or the District rejects any Eligible Costs as not being eligible for reimbursement under the CID Act, the Developer (or either Party comprising Developer) shall have the right to substitute other Eligible Costs in lieu of those objected to.

**Section 4.6 Issuance of Bonds to Refund Notes.** The City agrees that, upon the request by Developer (or either Party comprising Developer), and so long as the Developer is not then in default under this Agreement, the District may issue bonds to refund all outstanding notes representing District Obligations and that such bonds may be sold to third parties.

**Section 4.7 Interest.** Interest on the District Obligations may either be based on taxable or tax exempt rates based on the recommendation of any financial advisor employed by the District in connection with the issuance of District Obligations.

**Section 4.8 CID Sales Tax Revenues.** Notwithstanding anything in this Agreement to the contrary, any payments made by the District on a "pay as you go" basis and the District Obligations are payable solely from the CID Sales Tax Revenues. The District Obligations are not the obligation of the City, the State of Missouri, or any political subdivision of the State of Missouri other than the District.

**Section 4.9 Maturity Date .** Notwithstanding anything in this Agreement to the contrary, no bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness, payable from CID Sales Tax Revenues shall mature at a time that is more than twenty years from the date of issuance of such bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness. Further, no CID Sales Tax Revenues may be pledged to pay any such evidence of indebtedness having a maturity of more than twenty years from the date of issuance.

## **SECTION 5 COVENANTS REGARDING OPERATIONS OF THE DISTRICT**

**Section 5.1 Records of the District.** The District will keep proper books of records and account in which full, true and correct entries will be made of all dealings or transactions of or in relating to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish to the City, the Developer, or the Trustee such information as any of them may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis. In addition, the District shall, within 120 days after the end of each fiscal year, submit a report to the City, the Missouri Department of Economic Development, the Developer and the District stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board of Directors during the fiscal year.

**Section 5.2 District Board of Directors.** Subject to the CID Act, for so long as the District is in existence, one (1) of the five (5) members of the board of directors shall be a City official designated by the City and such City official is and shall hereafter be designated as a representative of the property owners in the District to serve as a member of the governing body of the District. In addition, so long as Developer or Developer's affiliates have an interest in the majority of the real property within the proposed District, as determined by acreage, at least four of the five directors shall be legally authorized representatives of Developer or Developer's affiliates, as applicable. At such time as Developer or Developer's affiliates have an interest in less than the majority of the property in the District, as determined by acreage: (a) only one of the five directors must be a legally authorized representative of Developer or Developer's affiliates; (b) at the City's discretion, three of the five directors may be representatives of owners of property within the District who are not Developer or Developer's affiliates; and (c) the remaining one director shall be an official who is designated by the City.

## **SECTION 6 DEFAULTS AND REMEDIES**

**Section 6.1 Remedies on Default.** Unless performance is waived by the Party for whose benefit a condition or obligation is intended, if any Party to this Agreement fails to satisfy its obligations under this Agreement, and such failure continues for thirty (30) days after written notice thereof to the defaulting Party by the non-defaulting Party, then the non-defaulting Party may, then or at any time thereafter, and while such default continues, take any one or more of the following actions:

(a) by mandamus or other suit, action or proceedings at law or in equity, to enforce its rights against the defaulting Party and their officers, officials, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement; or

(b) take any other action at law or in equity to enforce this Agreement. Notwithstanding the foregoing or anything to the contrary contained herein, the sole and exclusive remedy against the City (and its representatives and officials) relative to any default or breach by the City hereunder shall be the remedy of specific performance or other injunctive relief, and in no event shall the City be liable for money damages.

**Section 6.2 Rights and Remedies Cumulative.** The rights and remedies reserved by the City, the Developer and the District hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City, the Developer and the District shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

**Section 6.3 Waiver of Breach.** No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the District or the Developer of any covenant, agreement or undertaking by the District or the Developer, the City may nevertheless accept from the District and the Developer any payment or payments hereunder without in any way waiving the City's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults of the District which were in existence at the time when such payment or payments were accepted by the City. Notwithstanding the foregoing provisions, the District's and the Developer's sole and exclusive remedy against City (and its representatives and officials) relative to any default or breach hereunder shall be the remedy of specific performance and in no event shall the City be liable for money damages.

## **SECTION 7 MISCELLANEOUS PROVISIONS**

**Section 7.1 Assignment of District's Rights.** Under the Indenture, if any, the District will, as security for the District Obligations, pledge, assign, transfer and grant a security interest in certain of its rights under this Agreement to the Trustee. The City and Developer agree that this Agreement and all of the rights, interests, powers, privileges and benefits accruing to or vested in the District under this Agreement may be assigned by the District to the Trustee as security for the District Obligations and may be exercised, protected and enforced for or on behalf of the owners of the District Obligations in conformity with this Agreement or the Indenture. The Trustee on behalf of the owners of the District Obligations is hereby given the right to enforce, as assignee of the District, the performance of the obligations of the City and the Developer and the City and the Developer hereby consent to the same and agree that the Trustee may enforce the rights of the District as provided in this Agreement. This Agreement recognizes that the Trustee will be a third-party beneficiary of this Agreement.

**Section 7.2 Notices.** All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

(a) To the City:

City of Maplewood, Missouri  
7601 Manchester Avenue  
Maplewood, Missouri 63143  
Attention: City Manager

With a copy to:

Husch Blackwell LLP  
190 Carondelet Plaza, Suite 600  
St. Louis, Missouri 63105  
Attention: Craig S. Biesterfeld, Esq.

(b) To the District:

Sunnen Station Community Improvement District  
7910 Manchester Road  
Maplewood, Missouri 63143  
Attention: Chair of the Board of Directors

With a copy to:

Armstrong Teasdale LLP  
7700 Forsyth Boulevard, Suite 1800  
St. Louis, Missouri 63105  
Attention: James E. Mello

(c) To the Developer:

Sunco, LLC and Sunnen Station Redevelopment Corporation  
c/o Cozad Commercial Real Estate Ltd.  
16 Sunnen Dr., Suite 164  
Maplewood, Missouri 63143  
Attention: G.T. Cozad, III

All notices given by first class, certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed. A duplicate copy of each notice or other communication given hereunder by any Party hereto shall also be given to the other Parties and, after issuance of any District Obligations, to the Trustee. The City, the Developer and the District may from time to time designate, by notice given hereunder to the other Parties, another address to which subsequent notices or other communications shall be sent.

**Section 7.3 Immunity of Officers, Officials, Employees and Members of the City and the District.** No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, official, member, employee, director or agent of the City or the District, or, respectively, of any successor public or private corporation thereto, as such, either directly or through the City or the District, or respectively, any successor public or private corporation thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, officials, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

**Section 7.4 Amendments.** Prior to the issuance of the District Obligations, this Agreement may be amended from time to time by the mutual agreement of the Parties. After the issuance of the District Obligations, this Agreement may be amended by the Parties hereto without notice to or the consent of the owners of the District Obligations for the purpose of curing any ambiguity or formal defect or omission in this Agreement or in connection with any other change which, in the judgment of the Trustee, does not materially and adversely affect the security for the owners of the District Obligations, but no other amendments, changes or modifications of this Agreement shall be made without the giving of notice to and the obtaining of the written approval or consent of the owners of the District Obligations or the Trustee as required by the Indenture.

**Section 7.5 Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

**Section 7.6 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Any action arising out of, or concerning this agreement shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this Agreement consent to the jurisdiction and venue of the Circuit Court of St. Louis County, Missouri.

**Section 7.7 Effective Date.** This Agreement shall be in effect from and after its execution by all of the Parties hereto. Prior to the issuance of the District Obligations, this Agreement may be terminated by mutual agreement of the City, the Developer, and the District. After the issuance of the District Obligations, this Agreement shall remain in effect until the payment or provision for payment of the District Obligations.

**Section 7.8 Execution in Counterparts.** This Agreement 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.

**Section 7.9 Recordation.** Developer shall cause this Agreement or a memorandum hereof to be recorded against all property within the CID Boundaries. The obligation to collect and pay the CID Sales Tax and the obligation that one (1) of the five (5) members of the board of directors of the District shall be a City official designated by the City and such City official is and shall hereafter be designated as a representative of the property owners in the District to serve as a member of the governing body of the District shall be covenants running with the land, binding future owners, lessees, and other occupants of property within the CID Boundaries. A legal description of the CID Boundaries is attached to this Agreement as Exhibit C.

## SECTION 8 CONTROLLING PROVISIONS

Notwithstanding anything to the contrary contained in this Agreement, in the event there is a conflict between the terms or provisions of this Agreement and the terms or provisions of the Redevelopment Agreement, the terms or provisions of the Redevelopment Agreement shall control and the terms or provisions of this Agreement shall be deemed modified to eliminate any such conflict.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers or officials.

Executed by the City on \_\_\_\_\_, 2018.

**CITY OF MAPLEWOOD, MISSOURI**

By: \_\_\_\_\_  
Martin J. Corcoran, City Manager

[SEAL]

ATTEST:

\_\_\_\_\_  
Karen Scheidt, Deputy City Clerk

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

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me appeared Martin J. Corcoran and Karen Scheidt, who being by me duly sworn, did say that they are respectively the City Manager and the Deputy City Clerk of the City of Maplewood, Missouri, a constitutional charter city of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of the City by authority of its City Council; and they 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.

\_\_\_\_\_  
Notary Public

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

My Commission Expires:

\_\_\_\_\_



Executed by the District on \_\_\_\_\_, 2018.

**SUNNEN STATION COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
G.T. Cozad, III, Chair of the Board of Directors

[SEAL]

ATTEST:

\_\_\_\_\_  
[Name], Secretary of the Board of Directors

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me appeared, G.T. Cozad, III, who being, by me duly sworn did say that he is the Chair of the Board of Directors of Sunnen Station Community Improvement District, a community improvement district existing under the laws of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said district, and that said instrument was signed and sealed on behalf of said district, by authority of its Board of Directors; and said G.T. Cozad, III acknowledged said instrument to be the free act and deed of said district.

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

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

My term expires:

\_\_\_\_\_

Executed by the Developer on \_\_\_\_\_, 2018.

**SUNCO, LLC**

By: \_\_\_\_\_  
Matthew S. Kreider, Manager

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

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me appeared Matthew S. Kreider, to me personally known, who, being by me duly sworn, did say that he is the Manager of Sunco, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and said Manager acknowledged said instrument to be the free act and deed of said limited liability company.

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

\_\_\_\_\_  
Notary Public

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

My Commission Expires:

\_\_\_\_\_

Executed by the Redevelopment Corporation on \_\_\_\_\_, 2018.

**SUNNEN STATION REDEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Matthew S. Kreider, President

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me appeared, Matthew S. Kreider, to me personally known, who, being by me duly sworn did say that he is the President of Sunnen Station Redevelopment Corporation, a Missouri urban redevelopment corporation formed under Chapter 353 of the Revised Statutes of Missouri, as amended, and that said instrument was signed on behalf of said urban redevelopment corporation; and said President acknowledged said instrument to be the free act and deed of said urban redevelopment corporation.

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

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

My term expires:

\_\_\_\_\_

**EXHIBIT A**

**CERTIFICATE OF COMPLETION  
OF CID PROJECT DELIVERED BY [DEVELOPER][REDEVELOPMENT  
CORPORATION][SUNCO]**

TO: City of Maplewood, Missouri  
7601 Manchester Avenue  
Maplewood, Missouri 63143  
Attn: City Manager

Sunnen Station  
Community Improvement District  
7910 Manchester Road  
Maplewood, Missouri 63143  
Attn: Chair, Board of Directors

Capitalized terms not otherwise defined herein have the meaning ascribed to them in that certain Intergovernmental Cooperation Agreement dated as of \_\_\_\_\_, 2018 (the "Agreement") between the City of Maplewood, Missouri (the "City"), Sunnen Station Redevelopment Corporation ("Redevelopment Corporation"), Sunco, LLC ("Sunco"; together, with the Redevelopment Corporation, the "Developer"), and the Sunnen Station Community Improvement District (the "District"). Pursuant to the Agreement, [Developer][Redevelopment Corporation][Sunco] hereby certifies to the City as follows:

1. That as of \_\_\_\_\_, 201\_\_ the construction of the following CID Project has been completed: \_\_\_\_\_. For purposes of this certificate, "Completion" means the completion of the foregoing CID Project, in conformance with the Agreement, and all applicable laws, ordinances, regulations, and building codes, and that the City, the District, or any utility with oversight responsibility has approved the completed the foregoing CID Project. [Developer][Redevelopment Corporation][Sunco] further warrants that the work for the foregoing CID Project has been performed in a workmanlike manner and lien waivers for such work have been obtained.

2. This Certificate of Completion is accompanied by the project engineer's certificate of completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein, certifying that such work has been completed.

3. The City's or the District's acceptance below of this shall evidence the satisfactory completion of the foregoing CID Project.

4. IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_].

[DEVELOPER][SUNNEN STATION  
REDEVELOPMENT CORPORATION][SUNCO, LLC]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AND ACCEPTED:

CITY OF MAPLEWOOD, MISSOURI

SUNNEN STATION  
COMMUNITY IMPROVEMENT DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Appendix A

Engineer's AIA Certificate of Completion

(Attached hereto.)

**EXHIBIT B**

**FORM OF CERTIFICATE OF  
ELIGIBLE COSTS**

TO: City of Maplewood, Missouri  
7601 Manchester Avenue  
Maplewood, Missouri 63143  
Attn: City Manager

Sunnen Station  
Community Improvement District  
7910 Manchester Road  
Maplewood, Missouri 63143  
Attn: Chair, Board of Directors

Capitalized terms not otherwise defined herein have the meaning ascribed to them in that certain Intergovernmental Cooperation Agreement dated as of \_\_\_\_\_, 2018 (the "Agreement") between the City of Maplewood, Missouri (the "City"), Sunnen Station Redevelopment Corporation ("Redevelopment Corporation"), Sunco, LLC ("Sunco"; together, with the Redevelopment Corporation, the "Developer"), and the Sunnen Station Community Improvement District (the "District"). Pursuant to the Agreement, [Developer][Redevelopment Corporation][Sunco] hereby certifies to the City as follows:

1. Each item listed on Schedule 1 hereto was incurred in connection with the construction of the following CID Project and is eligible for reimbursement to [Developer][Redevelopment Corporation][Sunco] under the CID Act ("Eligible Costs"): \_\_\_\_\_, Attached hereto are itemized invoices, receipts or other information evidencing such Eligible Costs.

2. The Eligible Costs have been paid by [Developer][Redevelopment Corporation][Sunco] and are reimbursable to [Developer][Redevelopment Corporation][Sunco] under the CID Act and the Agreement.

3. Each item listed on Schedule 1 has not previously been paid or reimbursed by the District, and no part thereof has been included in any other certificate previously filed with the City or the District.

4. [Developer][Redevelopment Corporation][Sunco] has not received any notice of any lien relating to the foregoing CID Project, except to the extent any such lien is being contested in good faith.

5. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

6. [Developer][Redevelopment Corporation][Sunco] is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Developer][Redevelopment Corporation][Sunco]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AND ACCEPTED:

CITY OF MAPLEWOOD, MISSOURI

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SUNNEN STATION  
COMMUNITY IMPROVEMENT DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



SCHEDULE 1

[Developer][Redevelopment Corporation][Sunco] has incurred the following Eligible Costs:

Payee:	Amount:	Description of Eligible Costs:

## EXHIBIT C

### **Legal Description of CID Boundaries**

A tract of land being all of Lot 4A of the “Sunquad Subdivision Seventh Amended Plat” as recorded in Plat Book 360, Page 373 of the St. Louis County Records, part of the “Resubdivision of Block 5 of Maplewood Heights” as record in Plat Book 7, page 94, Part of Lots 22 – 24 of “C.S. Rannel’s Subdivision” as recorded in Deed Book 485, Page 396, Part of Lots 1 and 5 of “Boenecke’s Subdivision” as recorded in Plat Book 8, Page 13, part of “Hyatt’s Subdivision” as recorded in Plat Book 2, Page 67, part of “F.W. Hinterthuer’s Subdivision” as recorded in Plat Book 1, Page 82, part of “Laclede’s Subdivision” as recorded in Plat Book 7, Page 83 (City of St. Louis records) and part of “Resubdivision of Blocks 1, 2, 3 & 4 of Maplewood Heights” as recorded in Plat Book 7, Page 9, all being part U.S. Surveys 2844 and 2939 and part of Fractional Section 27 in Township 45 North, Range 6 East of the Fifth Principal Meridian, City of Maplewood, St. Louis County, Missouri and being more particularly described as follows:

BEGINNING at the intersection of the Western right-of-way line of Laclede Station Road with the Northern right-of-way line of Sunnen Drive; thence along said Northern right-of-way line of Sunnen Drive the following: North 60 degrees 54 minutes 26 seconds West, 151.93 feet to a point; thence along a curve to the left having a radius of 386.00 feet, an arc length of 301.69 feet, the chord of which bears North 83 degrees 17 minutes 52 seconds West, a chord distance of 294.07 feet to a point; thence along a curve to the right having a radius of 110.00 feet, an arc length of 163.26 feet, the chord of which bears North 63 degrees 10 minutes 11 West, a chord length of 148.68 feet to a point on the Eastern right-of-way line of South Hanley Road; thence along said Eastern right-of-way line of South Hanley Road North 20 degrees 39 minutes 03 seconds West, 523.41 feet to a point; thence along a curve to the right having a radius of 886.64 feet, an arc length of 68.31 feet, the chord of which bears North 18 degrees 26 minute 38 seconds West, a chord length of 68.29 feet to a point; thence South 89 degrees 55 minutes 28 seconds West, 9.89 feet to a point; thence in a Northerly direction along a curve to the right having a radius of 914.30 feet, and arc length of 335.10 feet, the chord of which bears North 05 degrees 08 minutes 27 seconds West, a chord length of 333.22 feet to a point; thence leaving said Eastern right-of-way line of South Hanley Road North 84 degrees 08 minutes 05 seconds East, 37.65 feet to a point; thence North 72 degrees 42 minutes 40 seconds East, 411.62 feet to a point; thence in a Northerly direction along a curve to the right having a radius of 390.00 feet, an arc length of 75.10 feet, the chord of which bears South 05 degrees 44 minutes 29 seconds West, a chord length of 74.98 feet to a point on the Western line of Bartold Avenue; thence along said Western right-of-way line North 11 degrees 15 minutes 28 seconds East, 146.26 feet to a point; thence leaving said Western right-of-way line South 78 degrees 44 minutes 32 seconds East, 50.00 feet to the Northwest corner of Lot 1 of “Resubdivision of Blocks 1, 2, 3 & 4 of Maplewood Heights”, a subdivision filed for record in Plat Book 7, Page 9 of the St. Louis County Records; thence along the Northern line of said subdivision South 89 degrees 45 minutes 18 seconds East, 381.21 feet to a point on the Western line of the former St. Louis Belt and Terminal Railroad right-of-way; thence along said Western line the following: in a southerly direction along a curve to the right having a radius of 1382.70 feet, an arc length of 136.58 feet, the chord of which bears South 03 degrees 21 minutes 18 seconds West, a chord length of 136.52 feet to a point; thence South 06 degrees 11 minutes 05 seconds West, 295.12 feet to appoint; thence along a curve to the left having a radius of 1482.69 feet, an arc length of 706.73 feet, the chord of which bears South 07 degrees 28 minutes 14 seconds East, a chord length of 700.05 feet to a point on the Western right-of-way line of the aforesaid Laclede Station Road; thence along said Western right-of-way line of Laclede Station Road South 28 degrees 53 minutes 29 seconds West, 102.58 feet to a point; thence South 60 degrees 56 minutes 44 seconds East, 4.41 feet to a point; thence South 28 degrees 53 minutes 29 seconds West, 204.46 feet to the Point of beginning and containing 925,977 square feet or 21.257 acres more or less as per calculation by Stock & Associates Consulting Engineers, Inc. during April, 2015.

**EXCEPTING** therefrom Lot F of Sunnen Station Redevelopment Plat recorded in Plat Book 364, Pages 65-66 of the St. Louis County Recorder of Deeds.

**AND**

Lot 1-A of Sunquad Subdivision Seventh Amended Plat recorded in Plat Book 360, Pages 373-374 of the St. Louis County Recorder of Deeds.

**AND**

Lot 2 of Sunquad Subdivision Sixth Amended Plat recorded in Plat Book 359, Page 258 of the St. Louis County Recorder of Deeds.

**AND**

Lot 3 of Sunquad Subdivision Seventh Amended Plat recorded in Plat Book 360, Page 373-374 of the St. Louis County Recorder of Deeds.