



MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, November 27, 2023
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS (Acknowledgement)

none

E. APPROVAL OF MINUTES

1. November 27, 2023, Study Session Minutes – Comprehensive Plan Briefing No. 1
2. November 27, 2023 Meeting Minutes

F. APPOINTMENTS to BOARDS AND COMMISSIONS

1. Meg Zelenovich is nominated for re-appointment to the Arts and Letters Commission by Councilmember Smotherson.
2. Aisha Hedges is nominated for re-appointment to the Arts and Letters Commission by Councilmember Smotherson.
3. Marcie Dear is nominated for re-appointment to the Arts and Letters Commission by Councilmember Smotherson.
4. John Tieman is nominated for re-appointment to the Arts and Letters Commission by Councilmember Smotherson.

G. SWEARING IN TO BOARDS AND COMMISSIONS

none

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

***Request to Address the Council Forms are located on the ledge just inside the entrance.
Please complete and place the form in the basket at the front of the room.***

*The public may also submit written comments must be received **no later than 12:00 p.m. the day of the meeting.** Comments may be sent via email to: councilcomments@ucitymo.org, or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting. Please note, when submitting your comments, a **name and address must be provided.** Please also not if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.*

I. COUNCIL COMMENTS

J. PUBLIC HEARINGS

none

K. CONSENT AGENDA (1 voice vote required)

1. Relocation Assistances – Nobu’s Restaurant (6253 Delmar Blvd.)
2. Purchase Replacement Drones
3. Purchase Replacement Portable Radios
4. Municipal Park Grant Round 24 – Millar Park Baseball Field
5. Police Department purchase of camera surveillance equipment to be used in Heman Park and Millar Park

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

none

M. UNFINISHED BUSINESS (2nd and 3rd readings – roll call vote required)
none

N. NEW BUSINESS

Resolutions (voice vote required)

Resolutions

none

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

none

O. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions and Task Force minutes
4. Other Discussions/Business

P. CITIZEN PARTICIPATION (continued if needed)

Q. COUNCIL COMMENTS

R. EXECUTIVE SESSION (roll call vote required)

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

S. ADJOURNMENT

The public may also observe via:

Live Stream via YouTube:

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

Posted November 22, 2023

STUDY SESSION
Comprehensive Plan Update
Session Number One
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, November 13, 2023
5:00 p.m.

AGENDA

1. MEETING CALLED TO ORDER

At the Study Session of the City Council of University City held on Monday, November 13, 2023, Mayor Terry Crow, called the meeting to order at 5:00 p.m.

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

Councilmember Stacy Clay; (*excused*)
Councilmember Aleta Klein
Councilmember Steven McMahon
Councilmember Jeffrey Hales
Councilmember Dennis Fuller
Councilmember Bwayne Smotherson

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr., Director of Planning and Development, John Wagner, Senior Planner, Mary Kennedy, Peggy Holly, and Ellen Hartz of the Planning Commission.

2. CHANGES TO REGULAR AGENDA

None

3. COMPREHENSIVE PLAN UPDATE

Mr. Rose stated the Planning Commission adopted the City's Comprehensive Plan on October 6th. And tonight, he has asked Dr. Wagner to brief Council on this Plan for the purpose of providing guidance and insight.

Process Highlights - Dr. Wagner

The Plan builds on existing work and broad community involvement.

- Strong Plan Commission leadership
- Department leadership input
- Synthesized previous work & incorporated plans; (2040 Vision, Economic Development Strategy)
- Multifaceted public engagement
- Support and constructive feedback from Boards & Commissions

Unique Plan for University City

- Articulates specific actions the City should take to realize the community's vision
- Responds to challenges and opportunities
- Incorporates contemporary best practices in planning & land development

Action Items Have Broad Support From the Community - Chapter 3

- Presented to City Council in July
- Addressing the history of segregation
- Planning for land uses in flood-prone areas
- Proactively addresses vacancy and property maintenance

- Strengthening Olive Blvd.
- Promoting walkability and safety, and many more things

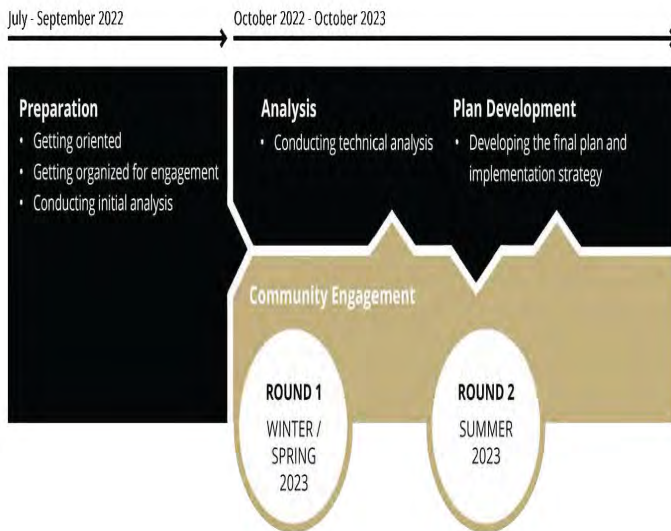
Plan Commission actively engaged other Boards & Commissions and Community Leaders

- Incorporated direct feedback
- Endorsements to-date:
 - Park Commission
 - Commission on Senior Issues
 - Library Board
 - Green Practices Commission
 - Urban Forestry Commission
 - Commission on Stormwater Issues

Future Character and Land Use Sets the Foundation for Future Code Changes

- Character-based approach; (Chapter 4)
- Draws on plans and research since the last plan was adopted in 1999 and updated in 2005
- Provides guidance on potential future zoning & other code changes (traffic, building, etc.)

First two stages: Community sets vision; Works with experts to form the plan



Approximately 600 surveys results were received.

Discussion of Plan Content and Implementation - Ms. Kennedy

Managing Implementation

- All of the policies and programs outlined in the plan will require Council input and action
- Monitor regularly for performance and relevancy
- Collaborate on implementation with individuals and organizations in private, public, and civic sectors
- Updates should be considered at least every 5 years but can be sooner

Integrating Into City Operations & Processes

- Regulatory updates; zoning, traffic, property maintenance codes, and floodplain management
- Development approvals
- Capital improvement budgeting
- Annual strategic planning
- Private development decisions
- Economic incentives
- Future partnerships

Implementation Matrix identifies lead coordinators and timelines

- Most actions require further Council input/action during implementation (i.e., code updates)
- Metrics will be developed when implementation begins
- Lead coordinators will identify funding sources

Specific Actions Assigned to City Council

(Timeframe = Short term (S); Medium (M); Long term (L); Ongoing (O))

| Code | Action | Timeframe | Lead Coordinator | Supporting Entities |
|-------|--|-----------|---|--|
| C.4.1 | Realign citizen opportunities for government participation and engagement with the priorities of the comprehensive plan. | S | City Council | City Manager's Office, Board & Commission Chairs |
| C.4.3 | Establish a volunteer Community Leadership or Neighborhood Liaison program. | M | Dept of Planning & Development, Police Department | City Council, Boards & Commissions, Communications Manager |

| Code | Action | Timeframe | Lead Coordinator | Supporting Entities |
|-------|---|-----------|------------------|--|
| F.4.2 | Leverage the expertise in University City's boards, commissions, task forces and authorities through: <ul style="list-style-type: none"> i. Conducting a review of all City boards and commissions to ensure adequate, but not duplicative, responsibilities and sufficient staffing capacity. ii. Developing and implementing formal training programs for board, commission, and council members. iii. Creating a forum for regular communication among boards and commissions to address long-term issues that impact multiple boards or commissions. | S | City Clerk | City Manager's Office, City Council, Boards & Commissions, City Staff Liaisons |

Mr. Rose asked Dr. Wagner how he would like to proceed with any questions or comments from Council? Dr. Wagner stated they can be addressed at this meeting or submitted by November 20th.

Next Steps - Dr. Wagner

- **NOVEMBER 20, 2023** – Submit requested changes to staff
- **NOVEMBER 27, 2023** – (Study Session); discuss and consider requested changes
- **DECEMBER 6, 2023** – Plan Commission discusses and considers requested changes by Council and votes to recommend an amended plan
- **DECEMBER 11, 2023** – City Council vote on plan approval

- **DECEMBER 2023** – Share plan document broadly by posting on websites, sending emails with links, printing hard copies
- **JANUARY 2024** – Move forward with implementation, develop metrics to monitor performance

Chairperson Holly stated it has been no small task to wade through the 157 pages of this plan and make decisions on the things this community cares about. So, she would like to thank Council, the Plan Commission, the community, and the City's boards and commissions, for all of their hard work.

She stated as a part of the planning process the Commission engaged a broader section of the community to be a standard part of the process.

Citizens showed up at workshops, completed surveys, and provided vital feedback and directions.

Many of the City's boards and commissions provided written comments and endorsements; Urban Forestry, Green Practices, Senior Commission, Parks, Historic Preservation and the Library Board. And the Former Mayor, Shelley Welsch, sent the Commission a letter endorsing their plan.

Chairperson Holly stated the Plan Commission spent a year before any work began on a visioning process. Because the goal was to ensure that this was not just about zoning, but a comprehensive plan that addressed every aspect of the City. It recognizes where we are today, as well as the changes that have occurred since 2005. A list of the references utilized during the development of this process will be provided to Council. So, a tremendous amount of accolades and recognition goes out to her colleagues who spent two years of their time working on this plan.

Finally, special thanks go out to the City staff, Mary Kennedy and John Wagner for their remarkable work in assisting the Commission with addressing all of the issues that were identified.

Chairperson Holly stated the theme of the Comprehensive Plan is universal; everyone loves living in U City, but believes there is a need to deal with two specific concerns:

- The City's history of racial segregation and what that has meant in terms of opportunities, and Issues associated with flooding

Discussion

- Are there topics in the plan you'd like additional material on?
- What is important for successful implementation?
- Are council priorities aligned with the implementation timelines?
- What key topic(s) were you expecting the plan to address? Did you find it?

Councilmember McMahan stated Council leans on the Plan Commission a lot and is eternally grateful for all of the work they have performed. He stated he is torn between the overarching goals; which he has no qualms with, and the details. Because what he is trying to wrap his head around is the process that will be utilized to implement each aspect of this plan, so you can see exactly what direction it's going in.

Councilmember McMahan stated an example of what he perceives to be two dueling ideas is the development of walkable areas and different types of housing. Since the City has not been successful in establishing an In-Fill Review Board, how would you balance these two goals while also making sure that the character of a neighborhood remains intact? Which one comes first? Dr. Wagner stated although everything is not qualitative, the metrics will have to come first. So he believes that things will kind of happen simultaneously.

Councilmember McMahan stated the influx of developers within this community seems to be ongoing, so how will we ensure that they are adhering to this plan? Dr. Wagner stated staff will have to provide them with the standards for developing that project. Councilmember McMahan stated he likes the objectives of the Plan, but believes there needs to be adequate mechanisms in place to make sure it does not get put on a shelf. Dr. Wagner stated while there is no doubt that from time to time it will be necessary to make amendments, he believes the metrics will be that mechanism because they have been designed to ascertain the direction of the plan and sustain progress five years down the road.

Councilmember Fuller thanked the Commission for sitting down with each member of Council, individually, to garner their input.

He stated the concerns expressed by Councilmember McMahon also went through his mind; especially since the last update of this plan was almost 20 years ago. Therefore, before putting this plan into action he would like to make the following suggestions:

- That a comprehensive review of each section, along with a plan for implementation, be conducted on an annual basis;
- That a representative from all of the pertinent boards and commissions be included in this annual review or be required to conduct a separate review with the Plan Commission on an annual basis,
- That an all-inclusive review be conducted every three or five years

Councilmember Fuller thanked everyone for their hard work and for meeting with each of Councilmember separately in this process. He stated that he believes that a review process of this nature would be beneficial to make sure that all of the hard work conducted by this Commission will not be in vain.

Councilmember Hales asked Mr. Rose about his experience with the execution of comprehensive plans? Mr. Rose stated the most important factor is having a clear understanding of what is included in the plan. For instance, this plan references some things like the Stormwater Master Plan that at this point, has not been created. He also believes there has to be an appreciation for the fiscal impacts related to infrastructure and regulatory guidance like a change in the City's land use. Mr. Rose stated typically, each section of the plan is reviewed to identify those areas believed to contain the most significant components; i.e., those having the greatest financial impact. And in this case, he thinks staff has allotted enough time for that review to be undertaken.

Mayor Crow wished Ms. McQueen a happy birthday. He stated recently, the two largest landowners within The Loop transferred their properties to new owners. So, after reviewing the list of commissions that participated in this plan, he was curious to know whether the Plan Commission and/or staff has had any conversations or outreach with the LSB, or any of the land/business owners in The Loop? Chairperson Holly stated the Commission has spent time talking about this plan with the LSB on multiple occasions. And very early on, they assigned one of their members to be a part of the Advisory Committee. So, they have been tied to this effort since day one.

Councilmember Klein thanked the Commission for developing such an amazing plan. She then asked whether the inclusion of private developers and businesses in the plan's goals was related to an invitation for them to participate and strike a balance that would encourage future investments, or if it was simply more about compliance? Dr. Wagner stated while invitation is a good word, it's actually a little bit of both. Compliance will be key for reworking the Zoning Ordinances, but there is also a need for them to be somewhat inviting because if zoning becomes an impediment, developers may not view building here as a worthwhile opportunity.

Mayor Crow stated the trench warfare conducted over and over again by this Commission provides Council with a level of comfort that is immensely appreciated. Because as you've probably sensed by now, there does not appear to be a great deal of variance between the goals established by all parties. So, to everyone on the Planning Commission, Advisory Board, and staff, we can't thank you enough for the exceptional work product you've put together.

Mayor Crow then asked if there were any specific areas staff and/or the Commission would like Council to spend time on at the next Study Session?

Dr. Wagner stated if Mr. Rose agrees, he would like to focus on the fiscal impacts of the plan and any additions submitted by Council between now and then.

Mr. Rose stated he certainly thinks the fiscal and staffing impacts of the plan are two areas being proposed that he would like to make sure Council is fully aware of.

Commissioner Hartz stated in response to Councilmember McMahon's comments about the opportunity for developers to get ahead of the plan, that's simply not going to happen.

Because based on the City's chain of command, all developers must first come before the Planning Commission; which is pretty tough. And if they pass that hurdle, the plan is then submitted to Council for approval. So she does not think this should be a major concern.

4. ADJOURNMENT

Mayor Crow encouraged his colleagues to submit their questions or comments to staff by November 20th. He then thanked everyone for their participation and adjourned the Study Session at 5:39 p.m.

LaRette Reese,
City Clerk, MRCC

DRAFT

2023 University City Comprehensive Plan – Additional Resources

Reference Documents

- University City Community Vision 2040 Roadmap Report, July 2022
- Economic Development Strategy (2021)
- St. Louis County Action Plan for Walking and Biking Plan (2021)
- University City Bicycle and Pedestrian Master Plan (2013)
- Olive Boulevard Design Guidelines (2009)
- University City Sustainable Development Guidelines (2019)
- North Central Neighborhood Plan (2002)
- Northeast Neighborhood Plan (2002)
- Centennial Greenway Plan (2006)
- University City Parks Master Plan (2008)
- University City Urban Forestry Strategic Plan (2009)
- Sustainability Strategic Plan (2011)
- Delmar Loop Area Retail Plan & Development Strategy (2011)
- STL 2030 Jobs Plan (2021)

Additional reading

- Mapping Decline, Colin Gordon (Book)
- Paved Paradise: How Parking Explains the World, Henry Grabar (Book)
- Arbitrary Lines: How Zoning Broke the American City and How to Fix It, M. Nolan Gray (Book)
- Reassessing the Property Tax, Christopher R. Berry¹
- An Evaluation of Property Tax Regressivity in St. Louis County, Missouri, Center for Municipal Finance, Harris School of Public Policy at the University of Chicago²
- The Trap of Triage: Lessons from the “Team Four Plan”, Patrick Cooper-McCann³
- Race, Ethnicity, and Discriminatory Zoning, Allison Shertzer, Tate Twinam, and Randall P. Walsh⁴
- “Saving” the City: Harland Bartholomew and Administrative Evil in St. Louis, Mark Benton⁵
- The Great Real Estate Reset: A data-driven initiative to remake how and what we build, Christopher Coes, Jennifer S. Vey, and Tracy Hadden Loh, The Brookings Institution.⁶
- The Modern American Family: Key trends in marriage and family life, Carolina Aragão, Kim Parker, Shannon Greenwood, Chris Baronavski, and John Carlo Mandapat (Pew Research Center)⁷
- The Effects of Exposure to Better Neighborhoods on Children: New Evidence from the Moving to Opportunity Experiment, Raj Chetty, Nathaniel Hendren, Lawrence F. Katz⁸

Websites:

Opportunity Insights, Raj Chetty: <https://opportunityinsights.org/team/raj-chetty/>

Parking Reform Network: <https://parkingreform.org/>

References

- ¹ Berry, Christopher R., Reassessing the Property Tax (March 9, 2021). Available at SSRN: <https://ssrn.com/abstract=3800536> or <http://dx.doi.org/10.2139/ssrn.3800536>
- ² Draft paper: https://cpb-us-w2.wpmucdn.com/voices.uchicago.edu/dist/6/2330/files/2019/04/Prop-Tax-St.-Louis-New-Data-3620_CB.pdf
- ³ Cooper-McCann, P. (2016). The Trap of Triage: Lessons from the "Team Four Plan". *Journal of Planning History*, 15(2), 149-169. <https://doi.org/10.1177/1538513215602026>
- ⁴ Shertzer, Allison, Tate Twinam, and Randall P. Walsh. 2016. "Race, Ethnicity, and Discriminatory Zoning." *American Economic Journal: Applied Economics*, 8 (3): 217-46. DOI: 10.1257/app.20140430
- ⁵ Benton, Mark. (2017). "Saving" the City: Harland Bartholomew and Administrative Evil in St. Louis. *Public Integrity*. 20. 1-13. 10.1080/10999922.2017.1306902.
- ⁶ Article series available at <https://www.brookings.edu/articles/the-great-real-estate-reset-a-data-driven-initiative-to-remake-how-and-what-we-build/>
- ⁷ The Modern American Family: Key trends in marriage and family life (Pew Research Center), September 2023: [How the American Family Has Changed | Pew Research Center](https://www.pewresearch.org/family/2023/09/07/modern-american-family/)
- ⁸ Chetty, Raj, Nathaniel Hendren, and Lawrence F. Katz. 2016. "The Effects of Exposure to Better Neighborhoods on Children: New Evidence from the Moving to Opportunity Experiment." *American Economic Review*, 106 (4): 855-902. DOI: 10.1257/aer.20150572

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CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri
63130
Monday, November 13, 2023
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on Monday, November 13, 2023, Mayor Terry Crow called the meeting to order at 6:30 p.m.

B. ROLL CALL

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

Councilmember Stacy Clay; (*excused*)
Councilmember Aleta Klein
Councilmember Steven McMahon
Councilmember Jeffrey Hales
Councilmember Dennis Fuller
Councilmember Bwayne Smotherson

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

C. APPROVAL OF AGENDA

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

D. PROCLAMATIONS - (Acknowledgement)

None

E. APPROVAL OF MINUTES

1. October 23, 2023, Meeting Minutes were moved by Councilmember Klein, it was seconded by Councilmember McMahon, and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. Charles Gascon is nominated for reappointment to the Plan Commission by Councilmember Jeff Hales, it was seconded by Councilmember Smotherson, and the motion carried unanimously.
2. Al Fleischer is nominated for reappointment to the Plan Commission by Councilmember Jeff Hales, it was seconded by Councilmember McMahon, and the motion carried unanimously.
3. Larry Williams is nominated for appointment as a fill-in to the Arts and Letters Commission by Mayor Terry Crow, it was seconded by Councilmember Smotherson, and the motion carried unanimously.
4. Maximilian Sassouni is nominated for appointment as a fill-in to the LSBDB by Mayor Terry Crow, it was seconded by Councilmember Hales, and the motion carried unanimously.
5. Bobette Patton is nominated for reappointment to the EDRST Board by Mayor Terry Crow, it was seconded by Councilmember Smotherson, and the motion carried unanimously.
6. Cynthia Martin is nominated for reappointment to the EDRST Board by Mayor Terry Crow, it was seconded by Councilmember Fuller, and the motion carried unanimously.

G. SWEARING IN TO BOARDS AND COMMISSIONS

1. Charlene Temple was sworn into the Arts and Letters Commission on November 9, 2023, in the Clerk's office.
2. Nicole Baumgarten was sworn into the Green Practices Commission on November 6, 2023, in the Clerk's office.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Procedures for submitting comments for Citizen Participation and Public Hearings:

Request to Address the Council Forms are located on the ledge just inside the entrance.

Please complete and place the form in the basket at the front of the room.

Written comments must be received **no later than 12:00 p.m. on the day of the meeting**. Comments may be sent via email to: councilcomments@ucitymo.org, or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting.

Please note that when submitting your comments, a **name and address must be provided**. Please also note whether your comment is on an agenda or a non-agenda item. If a name and address are not provided, the comment will not be recorded in the official record.

William Boyd, 1461 Forest Green Court, U City, MO

Mr. Boyd stated he submitted a prepared statement to Council with the hope that the persistent problems associated with his neighbor parking campers and trailers in his driveway could finally be resolved to everyone's satisfaction.

Mayor Crow thanked Mr. Boyd for his appearance tonight and for taking the time to write such a detailed statement. He noted that the City Manager and his staff will be working to assist him in resolving this issue.

I. COUNCIL COMMENTS

Councilmember Smotherson stated he would like to emphasize that this problem has been ongoing since September 14, 2017, when he first reported it to staff. Thereafter, he reported it on December 8, 2020, March 7, 2022, September 29, 2022, and July 14, 2023. So, he is well aware of the difficulties this has created for the residents of Forest Green Court and is glad to know that it is finally being addressed. Councilmember Smotherson stated he would also like to inform Mr. Boyd that another topic related to this issue will be addressed at Council's November 27th meeting.

J. PUBLIC HEARINGS

None

K. CONSENT AGENDA - (1 voice vote required)

1. Contract Approval for Right-of-Way Acquisition Consulting Services (Temporary and Permanent Construction Easements) Canton Phase II-STP-5402(619)
2. EDRST Funding – FY24 Farmers Market and U City in Bloom
3. Façade Improvement Policy Changes
4. Events Policy Change

Councilmember McMahon moved to approve Items 1 through 4 of the Consent Agenda, it was seconded by Councilmember Klein and the motion carried unanimously.

L. CITY MANAGER’S REPORT- (Voice vote on each item as needed)

1. First (1st) Quarter Financial Report - September 30, 2023

Mr. Rose stated Council is being asked to receive the First Quarter Financial Report from Finance Director, Keith Cole.

Mr. Cole stated his presentation will consist of an overview of the major funds as of September 30, 2023, for the First Quarter of Fiscal Year 2024.

General Fund - Revenues

| | |
|--|--------------|
| • Adjusted Budget | \$25,655,485 |
| • YTD Actual | \$2,926,700 |
| • Actual as % of Adjusted Budget | 11.4% |
| • Increase/(Decrease) compared to same quarter of FY2023 | \$(56,049) |

Key Points:

- Increase in Sales & Use Tax Revenue of roughly \$93,600, or 13.4%. This increase is largely due to an increase in Local Use, St. Louis County, and Fire Sales taxes.
- Increase in Gross Receipts Tax of roughly \$45,700, or 4.5%. This increase is due to when revenue from the Water Tax is received; Previous 1st Qtr payment received for 1 month; Current 1st Qtr payment received for 2 months.
- Increase in service charges of roughly \$190,700, or 150.58%. This increase is mainly the result of collecting \$190,000 from Ambulance Services.
- Increase in Interest Revenue of roughly \$32,800, or 931.08%. Increase due to favorable market conditions in the 1st Quarter.
- Increase in Other Revenue of roughly \$26,000, or 190.7%. This increase is due to the receipt of funds from the Opioid Settlement and Credit Card Fees.
- Decrease in Grants of roughly \$360,000, or (100.0%). Decrease due to the closure of the Safer Grant in FY23.
- Decrease in Inspection Fees and permits of roughly \$80,200, or (27.1%); decrease in Building and Zoning Permits

❖ **Note: The bulk of the City's revenue from property taxes will be received during December 2023 and January 2024.**

Overall, revenue as a percent of the budget shows a slight increase of 0.9% when compared to the same quarter of FY23.

General Fund - Expenditures

| | |
|--|--------------|
| • Adjusted Budget | \$29,023,129 |
| • YTD Actual | \$6,877,990 |
| • Actual as % of Adjusted Budget | 23.7% |
| • Increase/(Decrease) compared to same quarter of FY2023 | \$(500,093) |

Key Points:

- Decrease in Public Works and Parks & Recreation Capital Outlay expenditures of roughly \$1,249,070. Mainly due to the emergency purchase of vehicles and equipment related to the flood that occurred in the 1st Quarter of FY2023.
- Increase in Parks & Recreation expenditures of roughly \$453,000, or 72.9% compared to the same quarter of FY23. Mainly due to the contract with Midwest Pool Mgmt, electricity for Aquatics, part-time salaries, and electricity for Centennial Commons.

Overall, expenditures as a percent of the budget increased by 1.0% when compared to the same quarter of FY2023.

Capital Improvement Sales Tax - Revenues

| | |
|--|-------------|
| • Adjusted Budget | \$2,801,200 |
| • YTD Actual | \$257,628 |
| • Actual as % of Adjusted Budget | 9.2% |
| • Increase /(Decrease) compared to same quarter of FY2023 | \$11,038 |

Key Points:

- Sales Tax revenue increased roughly 4.5% during the 1st Quarter of FY2024, compared to the same quarter of FY23.
- ❖ **Note: revenue is generated from pooled sales tax from other cities in the county and is based on per capita.**

Capital Improvement Sales Tax - Expenditures

| | |
|--|-------------|
| • Adjusted Budget | \$1,790,337 |
| • YTD Actual | \$151,688 |
| • Actual as % of Adjusted Budget | 8.5% |
| • Increase /(Decrease) compared to same quarter of FY2023 | \$89,444 |

Key Points:

- Increase in expenditures related to the allocation of revenue for four (4) positions in Public Works during the First Quarter of FY23, and payments for capital outlay.

Park and Stormwater Sales Tax - Revenues

| | |
|--|-------------|
| • Adjusted Budget | \$2,001,000 |
| • YTD Actual | \$153,033 |
| • Actual as % of Adjusted Budget | 7.6% |
| • Increase /(Decrease) compared to same quarter of FY2023 | \$26,492 |

Key Points:

- Sales Tax revenue for the first quarter of FY2024 shows an increase of roughly 20.9% when compared to the same quarter of FY2023.
- Of the \$153,033 in sales tax revenue, roughly \$65,400, or 42.7%, was generated from the TIF.
- ❖ **Note: sales tax revenue is based on point-of-sale**

Park and Stormwater Sales Tax - Expenditures

| | |
|--|-------------|
| • Adjusted Budget | \$1,561,240 |
| • YTD Actual | \$109,811 |
| • Actual as % of Adjusted Budget | 7.0% |
| • Increase /(Decrease) compared to same quarter of FY2023 | \$64,964 |

Key Points:

- Increase in expenditures mainly due to the allocation of three (3) positions in Public Works during the First Quarter of FY23, and the removal of trees by outside contractors.

Public Safety Sales Tax - Revenues

- Adjusted Budget \$2,291,000
- YTD Actual \$212,434
- Actual as % of Adjusted Budget 9.3%
- **Increase**/(Decrease) compared to same quarter of FY2023 \$8,207

Key Points:

- There was a slight increase of roughly 4.0%; revenues appear to be within reason when compared to 1st quarter of FY2023.

Public Safety Sales Tax - Expenditures

- Adjusted Budget \$575,951
- YTD Actual \$164,097
- Actual as % of Adjusted Budget 28.5%
- **Increase**/(Decrease) compared to same quarter of FY2023 \$5,579

Key Points:

- There was a slight increase of roughly 3.5%; expenditures appear to be within reason when compared to 1st quarter of FY2023.

Councilmember Smotherson asked if he could get a detailed explanation of the expenditures associated with the Park and Stormwater Sales Tax? Mr. Cole stated he would have to do a deep dive into the fund to provide a detailed explanation of the expenditures.

Mr. Rose stated it is required that the Park and Stormwater Sales Tax be used solely on parks, stormwater, or both.

Mayor Crow asked if the \$65,400 generated from the TIF was above or below the City's projection? Mr. Cole stated that he did not have the projection available at this time, but the \$65,400 only represents what has been received for this quarter.

Mr. Rose stated he is working with Mr. Cole and the City Attorney to prepare a report highlighting revenue received from the TIF so that the exact amount will be clear to everyone.

M. UNFINISHED BUSINESS - (Roll call vote required on 2nd and 3rd readings)

- 1. BILL 9525 – AN ORDINANCE AMENDING SECTION 130.580 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO NON-UNIFORMED EMPLOYEES' RETIREMENT SYSTEM BENEFIT ADJUSTMENTS, BY INCREASING MONTHLY BENEFITS TO RETIREES AND THEIR BENEFICIARIES OTHER THAN CHILDREN BY TWO PERCENT.** Bill Number 9525 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

2. **BILL 9526** - AN ORDINANCE AMENDING SECTIONS 130.590 AND 130.600 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO NON-UNIFORMED EMPLOYEES' RETIREMENT SYSTEM BENEFITS ON TERMINATION OTHER THAN RETIREMENT OR DEATH, AND VESTING OF BENEFITS, RESPECTIVELY, BY DECREASING THE NUMBER OF YEARS OF SERVICE FOR VESTING OF BENEFITS FROM TEN YEARS TO FIVE YEARS. Bill Number 9526 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

3. **BILL 9531**—AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER NOVEMBER 13, 2023, AND REPEALING ORDINANCE NO. 7337. Bill Number 9531 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

N. NEW BUSINESS

Resolutions - (Voice vote required)

Resolutions

None

Bills - (No vote required on introduction and 1st reading)

None

O. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
Councilmember Smotherson announced that the reception for the Returning Artist Series will be held at the high school library this Friday at 7 p.m.
3. Boards, Commissions, and Task Force minutes
4. Other Discussions/Business

P. CITIZEN PARTICIPATION (continued if needed)

Q. COUNCIL COMMENTS

Councilmember Fuller thanked the Parks Division for hosting the 100 Years of Parks celebration. Complements go out to everyone who participated in the rededication of the Veteran's Memorial Monument for a job well done.

Mayor Crow stated he would also like to commend the Parks Commission for hosting this celebration, along with a special thanks to all of the City's veterans. Coverage of the rededication can be found on Channel 5.

The Police Department will be a drop-off point for Toys 4 Tots. Donations can be made through December the 15th

R. EXECUTIVE SESSION - (Roll call vote required)

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

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

Roll Call Vote Was:

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

Nays: None.

S. ADJOURNMENT

Mayor Crow thanked everyone for their participation and closed the Regular Session at 6:59 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 7:16 p.m.

LaRette Reese
City Clerk, MRCC

William M. Boyd

**SALIENT ELEMENTS OF MY COMPLAINT REGARDING CAMPERS/TRAILERS BEING
PARKED IN MY NEIGHBOR'S DRIVEWAY**

- The high-profile object obstructs the view to the north and east end of our cul-de-sac. Its frequent presence tends to contribute to the debasement of the other homes and creates an element of needless danger to the residents. Further, it significantly reduces the effectiveness of our security cameras.
- Holes are sometimes made in the north end of a fence on the Canton side which allows nefarious individuals to take shortcuts through Forest Green Court to Partridge heading southward. These persons have been seen checking vehicle doors hoping to find some unlocked. My wife's vehicle was broken into and items were stolen. The new young family at 1425 Forest Green Court had their car broken into and damaged by intruders.
- My neighbor at 1409 Forest Green Court attempted to detain a would-be thief by talking to him until the police arrived. When the malefactor saw the police approaching, he escaped through the northeast end of our street. This view, as mentioned previously, is frequently obstructed by the eyesore of a camper parked in the driveway.
- The Folgeron's father-in-law, repeatedly, has parked his trailer/camper in the driveway. He does not even live in the house next door! Why doesn't he use his own driveway? Why should he be allowed to expose our property to would be vandals?
- If it is a violation of the city ordinance to park a trailer/camper in the driveway, why isn't the ordinance enforced uniformly and fairly? When persons of color attempted to park their boat and trailer in that very same driveway, they were forced to remove them. Help me understand why the current homeowners are allowed to flaunt and disregard the established rules.

I have expressed concerns about this persistent problem a number of times, but all to no avail. Sgt. Reginald Hope was the most recent person that was kind enough to listen to me.

William M. Boyd

William M. Boyd

November 13, 2023

CANALS
POWER

1401

1405

1409

1413

1417

1421

1429

1425

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1437

1441

1445

1449

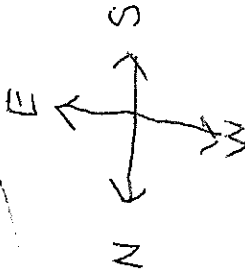
1465

1461

1457

1453

FOREST GREEN
COURT



PARTRIDGE

NIXON

OPENING IN
FENCE

CANTON

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



| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CA20231127-01 |
|---|----------------------|

| | | | |
|--|------------------------------|--|-------------------------|
| SUBJECT/TITLE: Relocation Assistance - Nobu's | | | |
| REQUESTED BY: Brooke A. Smith | | DEPARTMENT / WARD Economic Development | |
| AGENDA SECTION: | City Manager's Report | CAN ITEM BE RESCHEDULED? | Yes |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval. | | | |
| FISCAL IMPACT: The fund reserves will be reduced by \$28,283.27 | | | |
| AMOUNT: | \$28,283.27 | ACCOUNT No.: | 31.12.73.6807 |
| FROM FUND: | Fund 31 - Fund Reserves RPA2 | TO FUND: | Fund 31 - Fund Reserves |
| EXPLANATION: As outlined in Ordinance 7108 and the Redevelopment Agreement for the Market at Olive project, the developer and City agreed to provide relocation assistance for those displaced by the development. | | | |

| |
|--|
| STAFF COMMENTS AND BACKGROUND INFORMATION: Nobu's was previously located at 8627 Olive Blvd and was displaced by the Market at Olive Development. Nobu's has leased a new location at 6241-6263 Delmar Blvd. City Council previously agreed to reimburse businesses required to relocate for 10% of build out costs, not to exceed \$30,000. Nobu's had provided receipts for build out costs totaling \$282,892.71 making them eligible for a reimbursement of \$28,283.27. |
|--|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: 1. Agreement 2. New Lease 3. Receipts and Calculation of Expenses 4. Final Lien Waiver | |

| | |
|---|----------------------------|
| LIST CITY COUNCIL GOALS (S): Economic Development | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregroy Rose |
| MEETING DATE: | November 27, 2023 |

RELOCATION ASSISTANCE AGREEMENT

This Relocation Assistance Agreement is entered into and made effective this ____ day of _____, 2023, by and between the City of University City, Missouri ("Grantor"), and Noboru Kidera, Taeko Kidera, George S. Kidera and Nobu's Inc. doing business as Nobu Japanese Restaurant (collectively, "Grantees").

RECITALS:

A. Grantor approved a Redevelopment Agreement in connection with the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan and related RPA 1 Redevelopment Project, including a Relocation Policy. See Ordinance No. 7108 (6/10/2019) and Redevelopment Agreement Section 3.2 and Exhibit I.

B. The Relocation Policy provides assistance required under Missouri law to occupants or businesses relocated in connection with the RPA 1 Redevelopment Project, and certain additional benefits to residents and businesses affected by the RPA 1 Redevelopment Project.

C. Grantees are a displaced business within the meaning of said Relocation Policy and occupied 8643 Olive Blvd. in RPA 1, on or before May 1, 2018.

D. Grantees have relocated their restaurant business to 6253 Delmar Blvd. located within University City limits, pursuant to an eight-year Sublease ending on or about June 23, 2029, and they are eligible to be reimbursed by Grantor in the amount of \$28,283.27, which is approximately 10% of their total build-out costs.

E. Grantor is willing to make said reimbursement to Grantees.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Grantor and Grantees agree as follows:

1. Grantees are eligible to be reimbursed by Grantor in the amount of \$28,283.27 which is approximately 10% of their total build-out costs to relocate their restaurant business in University City as stated in the above Recitals.

2. Grantees shall provide all documents and information requested by Grantor to satisfy Grantor that Grantees have used the funds in connection with the relocation of their restaurant business in RPA 3 as provided under the Relocation Policy. Grantor may pay the funds directly to Grantees.

3. In the event that Grantees (i) sell or transfer their restaurant business at 6253 Delmar Blvd to another person or (ii) do not occupy the premises for their restaurant business, before June 30, 2026, Grantees shall immediately notify Grantor in writing and repay the grant amount to Grantor, provided that the repayment amount shall be reduced by 20% for each full year Grantees occupied the premises for their restaurant business. Grantees shall provide all

documents and information requested by Grantor during the five-year period to satisfy Grantor that they occupied the premises for their restaurant business. If Grantees do not promptly provide such documents or information, they shall repay the full grant amount to Grantor.

4. If Grantees fail to comply with this Relocation Assistance Agreement, Grantor shall be entitled to repayment of the grant funds as provided herein and Grantee shall also pay any attorney's fees and costs incurred by Grantor to enforce it. Grantees shall be jointly and severally liable.

GRANTOR

By: _____
Gregory Rose
City Manager
City of University City, Missouri
6801 Delmar Blvd.
(314) 862-6767

GRANTEES

By: _____
Noboru Kidera
Individually and as Owner-Operator
and President of Nobu's Inc.

By: _____
Taeko Kidera
Individually and as Owner-Operator
and Secretary of Nobu's Inc.

By: _____
George S. Kidera
Individually and as Owner-Operator
and Vice President of Nobu's Inc.

SUBLEASE
(The Lofts of Washington University)

THIS SUBLEASE (this “Lease”) is made and entered into as of the 23rd day of June, 2021 (the “Lease Date”), by and between QUADRANGLE MANAGEMENT COMPANY, a Missouri nonprofit corporation (“Landlord”) and NOBU, INC., a Missouri corporation d/b/a Nobu Japanese Restaurant (“Tenant”).

WHEREAS, The Washington University (“WU”), as lessor, and Landlord, as lessee, have entered into a Master Lease, dated as of July 1, 2013 (the “Master Lease”), pursuant to which WU has master leased to Landlord the first floor commercial space (the “Commercial Space”) in the building known as and numbered 6241-6263 Delmar Boulevard, St. Louis, Missouri (the “Building”).

WHEREAS, Landlord desires to sublease to Tenant, and Tenant desires to sublease from Landlord, a portion of the Commercial Space as more fully hereinafter identified, on and subject to the terms and conditions hereinafter set forth.

In consideration of the mutual terms, conditions and covenants set forth in this Lease, the parties agree to be bound as follows:

ARTICLE 1

PREMISES

1.1 Grant of Premises.

(a) Landlord hereby leases to Tenant and Tenant hereby accepts from Landlord certain premises within the Commercial Space consisting of approximately 964 square feet of space known as and numbered 6253 Delmar Boulevard and more particularly identified on the floor plan attached hereto and marked Exhibit A (the “Premises”), together with all leasehold improvements now or hereafter located thereon and rights to non-exclusive use of the common areas of the Commercial Space.

(b) Landlord hereby grants Tenant the nonexclusive right to use a portion of the sidewalk/patio space in front of the Premises as shown on Exhibit B (the “Sidewalk Space”). Tenant’s use of the Sidewalk space shall be subject to rights of the public and the terms and conditions of this Lease, shall be solely for the purpose of outdoor patron seating, and shall be subject to and conditioned upon Tenant, at its sole cost and expense, obtaining all required approvals by the Cities of St. Louis and University City, as applicable. Reference is made to the Shared Access Area Agreement dated July 9, 2012, by and between WU and The City of University City, Missouri, recorded in Book 08082013 Page 0140 in the office of the Recorder of Deeds in and for the City of St. Louis, Missouri and in Book 20635 Page 1838 in the office of the Recorder of Deeds in and for the County of St. Louis, Missouri (the “Shared Access Area Agreement”). Anything in this Lease to the contrary notwithstanding, use by Tenant and its

patrons of the Sidewalk Space shall be subject to all terms and conditions of the Shared Access Area Agreement and the rights of the parties thereto. Tenant is not a third party beneficiary of the rights of any party to the Shared Access Area Agreement.

1.2 Limitation of Grant. This Lease does not grant Tenant use of the exterior faces of any walls, the roof, the underside of the roof or the underside of the floor slabs (the “Reserved Areas”). Landlord specifically reserves the right to install, maintain, use, repair and replace any pipes, duct work, conduits, utility lines and wires through hung ceiling space, column space, chases, partitions, in or beneath the floor slab or above or below the Premises or other parts of the Building containing the Premises which now or in the future may service the Premises or other parts of the Commercial Space. Landlord further reserves the right to increase, reduce or change the number, size, height, layout or location of the Building or common areas of the Commercial Space as it deems proper; and to make alterations, renovations, improvements or additions to the Building and/or Commercial Space, including building additional buildings or adding additional stories to existing buildings.

1.3 Landlord’s Work; Delivery. Landlord at its expense and in accordance with Landlord’s building standards will complete Landlord’s Work more particularly described in Exhibit C attached hereto and incorporated herein. In all other respects, Landlord shall deliver the Premises to Tenant on the Lease Date in “AS IS” condition.

1.4 Tenant Finish Improvements. Without limiting the provisions of Section 9.1 below, all design and layout of all initial tenant finish improvements desired or proposed by Tenant shall be subject to Landlord’s approval, which shall not be unreasonably withheld. Tenant shall submit all proposed alteration plans and drawings regarding the construction of the initial tenant Improvements to Landlord for review within twenty-one (21) days following the Lease Date. Landlord shall then have seven (7) days from its receipt to review the proposed alteration plans and notify Tenant in writing of any comments or required changes, or to otherwise give its approval or disapproval of such proposed alteration plans. Tenant shall then have seven (7) days following its receipt of Landlord’s comments or objections to revise the proposed alteration plans and resubmit the same for Landlord’s final review and approval or comment. Such process shall be repeated until final approval by Landlord of the proposed alteration plans has been obtained. All design fees in connection the initial tenant improvements shall be the responsibility of Tenant.

1.5 Tenant Improvement Allowance. In exchange for the Tenant’s acceptance of the Premises in its current AS IS condition (other than for Landlord’s Work), Landlord agrees to reimburse Tenant with a one-time tenant improvement allowance in the amount of up to \$30,000.00 to offset the costs of tenant improvements to be mutually approved by Landlord and Tenant to facilitate the improvement of the Premises and Tenant’s operation thereof, payable to Tenant upon the last to occur of (a) Tenant’s opening for business; (b) receipt by Landlord of receipts and final lien waivers for Tenant’s improvements, and (c) receipt by Landlord of Tenant’s first installment of Base Rent. Up to \$5,000.00 of the tenant improvement allowance may be utilized for Tenant’s exterior signage, subject to the requirements set forth in Section 1.6 below. Tenant shall be solely responsible for the purchase and/or installation of its furniture,

fixtures, and equipment.

1.6 Signage, awnings, exterior features. Landlord, at its sole cost and expense, will replace the monument sign depicted below, subject to approval of the City of University City and/or the City of St. Louis, or any agency or division thereof with oversight jurisdiction, including, without limitation, the Cultural Resources Commission of the City of St. Louis.



Except as described above, any and all plans or proposals for signage, awnings or other exterior features desired by Tenant shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld, subject to the following: (a) unless otherwise agreed by Landlord in its discretion, the cost thereof shall be solely for the account of Tenant; (b) Landlord reserves the right to require a uniform appearance for the entire Building; (c) any and all plans or proposals shall be coordinated in advance with any and all other parties who have signed a lease, letter of intent or other commitment to lease any other portion of the Commercial Space; (d) Tenant at its sole cost and expense shall obtain any and all permits or approvals that may be required by University City and/or the City of St. Louis or any agency or division thereof. Tenant acknowledges that the Building is located in an historic district, and that for exterior features a permit or approval may be required from the Cultural Resources Commission of the City of St. Louis.

1.7 Commissions. Any and all lease commissions due Pace Properties LLC in connection with this Lease shall be paid by Landlord. Any and all lease commissions due to Central Realty in connection with this Lease shall be paid by Pace Properties LLC through a separate agreement between Pace Properties LLC and Central Realty. Except for the foregoing, each of Landlord and Tenant represents and warrants to the other that it has not dealt with any other broker, finder or other person in connection with the lease or occupancy of the Property in any manner that might give rise to any claim for commission against the other or any lien against the Building.

1.8 Contingencies. The obligations of the parties hereto shall be subject to satisfaction of each of the following contingencies on or before the relevant date noted:

- A. Landlord shall apply for all needed permits within thirty (30) days following the

Lease Date and complete Landlord's Work as soon as reasonably possible following its receipt of all needed permits and in any event within one hundred and twenty (120) days following the Lease Date.

B. Tenant shall receive a Non-Residential Building Permit from the City of University City within thirty (30) days following the Lease Date.

In the event any one or more of the above contingencies is not satisfied or mutually waived by the parties on or before the relevant date noted, this Lease shall terminate and neither party shall have any further obligation to the other hereunder.

1.9 LEED Certification. Tenant acknowledges that the Building is LEED platinum certified. Tenant therefore agrees that all maintenance, repairs, or construction performed on the Building, including within the Premises, whether performed by or at the direction of Landlord or Tenant, and the ongoing operation of the Building, including the Premises, shall meet the requirements for LEED platinum certification from time to time mutually approved by Landlord and Tenant acting in good faith, such approval by either party not to be unreasonably withheld, delayed or conditioned; provided, that in the event Landlord and Tenant are at any time unable to agree upon the applicable requirements for LEED platinum certification as aforesaid, the applicable requirements for LEED platinum certification shall be as determined solely by Landlord acting in its good faith reasonable discretion.

ARTICLE 2

TERM

2.1 Commencement Date; Initial Period. The initial term of this Lease (the "Initial Period") is for a period of eight (8) years, commencing on the Lease Date, which shall also be referred to herein as the "Commencement Date".

2.2 Rent Commencement Date. As used herein, "Rent Commencement Date" shall mean the earlier of (a) one hundred twenty (120) days following Tenant's receipt of the Building Permit, or (b) the date in which Tenant opens to the public for business.

2.3 Option Period. Tenant may extend the term of this Lease for one (1) additional period of five (5) years, commencing immediately upon the expiration of the Initial Period ("Option Period"). The Initial Period together with the Option Period if exercised hereunder shall hereinafter be collectively referred to as the "Term." To exercise the option to extend the Term of this Lease for the Option Period, Tenant must notify Landlord in writing at least one hundred and eighty (180) days prior to expiration of the Initial Period. In no event may Tenant exercise this option if an "Event of Default" has occurred hereunder which has not been cured or if any event has occurred which but for the giving of notice or the passage of time or both would constitute an "Event of Default."

ARTICLE 3

RENT

3.1 Payment of Rent. Tenant shall make rental payments to Landlord, without demand, deductions or offset, in advance in equal monthly installments on the seventh day of each month during the term of this Lease as set forth below. All rental payments to be made by Tenant to Landlord shall be made payable to the order of “Quadrangle Management Company” at the following address:

Quadrangle Management Company
c/o Washington University in St. Louis
Campus Box 1016
700 Rosedale Avenue
St. Louis, Missouri 63112

or to such other address that may be designated by Landlord by notice to Tenant.

3.2 Base Rent. The Base Rent described in Section 3.2 and the Additional Rent described in Section 3.3 are sometimes collectively referred to herein as the “Rent.”

- (a) For the first five (5) years of the Initial Period, the annual base rent shall be at the rate of \$19.00 per square foot in the amount of \$18,316.00 per year payable in advance in monthly installments of \$1,526.33 each, beginning on the Rent Commencement Date. For further clarity, for the period from the Commencement Date to the Rent Commencement Date, there is no obligation to Base Rent.
- (b) For the years six (6) to eight (8) of the Initial Period, the annual base rent shall be at the rate of \$22.00 per square foot in the amount of \$21,208.00 per year payable in advance in monthly installments of \$1,767.33 each, beginning on the fifth (5th) anniversary of the Commencement Date.
- (c) For the Option Period, if exercised, the annual base rent shall be at the rate of \$23.10 per square foot in the amount of \$22,268.40 per year payable in advance in monthly installments of \$1,855.70 each, beginning on the eight (8) year anniversary of the Commencement Date.

3.3 Additional Rent. Tenant shall pay the following additional rent (“Additional Rent”) to Landlord as provided in Section 3.1 commencing on the Rent Commencement Date:

- (a) Tenant's Commercial Space Pro Rata Share (as defined below) of current real property taxes or fees paid in lieu of taxes on the Commercial Space, as provided in Article 4.
- (b) Tenant's Building Pro Rata Share of Landlord's expenses for maintenance of the

exterior of the Building, grounds, and interior areas common to all occupants of the Building.

- (c) Tenant's Building Pro Rata Share of Landlord's expenses for any utilities serving the Building that are not separately metered to the Premises.
- (d) Tenant's Building Pro Rata Share of Landlord's expenses for general liability insurance and building or fire and extended coverage insurance as provided in Article 6 below.
- (e) Tenant's Commercial Space Pro Rata Share of Landlord's expenses for maintenance of the interior areas common to the Commercial Space only.

Prior to commencement of this Lease and on an annual basis thereafter, Landlord shall provide to Tenant a statement of estimated Additional Rent. Tenant shall pay its share of the estimated Additional Rent in equal monthly installments. Following the end of each calendar year, Landlord shall provide Tenant a statement of actual Additional Rent ("Actual Additional Rent") for the preceding year. If Tenant's Pro Rata Share of Actual Additional Rent is less than the amount of Additional Rent paid by Tenant for such year, Landlord shall credit Tenant the difference between the Additional Rent paid by Tenant and Tenant's Pro Rata Share of Actual Additional Rent for such year. If Tenant's Pro Rata Share of Actual Additional Rent for the year exceeds the amount of Additional Rent paid by Tenant, Tenant shall pay to Landlord, within thirty (30) days of receipt of the statement from Landlord, the difference between the Additional Rent paid by Tenant for the year and Tenant's share of Actual Additional Rent for such year. In the event of any dispute with respect to any Additional Rent owed by Tenant, Tenant shall pay the amount due in accordance with the applicable statement, and such payment shall be without prejudice to Tenant's position. If the dispute shall be resolved in Tenant's favor, by agreement or otherwise, Landlord shall pay to Tenant the amount of Tenant's overpayment. Tenant shall be bound by any statement of Actual Additional Rent not objected to within thirty (30) days after receipt by Tenant thereof.

3.4 Calculation of Tenant's Pro Rata Share of Additional Rent. Tenant's Building Pro Rata Share shall be a fraction, the numerator of which shall be the number of gross square feet of rentable floor area in the Premises (964 feet) and the denominator of which shall be the number of gross square feet of rentable floor area in the Building (91,502 square feet). Expressed as a percentage, Tenant's Building Pro Rata Share is 1.05%. Tenant's Commercial Space Pro Rata Share shall be a fraction, the numerator of which shall be the number of gross square feet of rentable floor area in the Premises (964 feet) and the denominator of which shall be the number of gross square feet of rentable floor area of the Commercial Space (20,944 feet). Expressed as a percentage, Tenant's Commercial Space Pro Rata Share is 4.60%.

3.5 Past Due Rents. If Tenant fails to pay any Rent when due, the unpaid Rent shall accrue interest from the date due to the date of payment at the rate of eight percent (8.00%) per annum. In addition to interest, Tenant shall be assessed a late charge in the amount of \$200.00 if Tenant fails to pay its Rent within five (5) days of the date such payment is due.

ARTICLE 4

TAXES

4.1 General. Tenant shall, in all instances, pay its Commercial Space Pro Rata Share of all payments made for or in lieu of real estate taxes that may be levied or assessed by the lawful taxing authorities against the land, building and all other improvements and betterments constituting the Commercial Space. Landlord specifically reserves the right to make or have made payments in lieu of real estate taxes provided under this Section. The term "Taxes" shall mean and include all real estate taxes or payments in lieu of taxes, assessments, water and sewer rents and other governmental levies and charges of every kind and nature whatsoever, general and special, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, which shall or may, during the period beginning on the date the Term commences hereunder and ending on the last day of this Lease, be levied, assessed, imposed or become due and payable; or liens upon, or amounts which arise in connection with the use, occupancy or possession of, or grow due and payable out of or for, the Commercial Space or any part thereof, or any land, buildings or other improvements therein (as initially constructed or as the same may at any time thereafter be enlarged or reduced), including interest on installment payments and all costs and fees (including Attorneys' fees) incurred by Landlord in contesting Taxes, assessments and/or negotiating with the public authorities as to the same. Nothing herein contained shall be construed to include as "Taxes" any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy that is or may be imposed upon Landlord, provided; however, that, if at any time during the Term of this Lease the methods of taxation prevailing at the commencement of the Term of this Lease shall be altered so that in addition to or in lieu of or as a substitute for the whole or any part of the Taxes now levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed (a) a tax on the rents received from such real estate, or (b) a license fee measured by rents receivable by Landlord for the Commercial Space or any portion thereof, or (c) a tax or license imposed upon Landlord which is otherwise measured by or based in whole or in part upon the Commercial Space or any portion thereof, then the same shall be included in the computation of Taxes, computed as if the amount of such tax or fee so payable were that part due if the Commercial Space were the only property of Landlord subject thereto. Any tax year commencing during any lease year shall be deemed to correspond to such lease year. Said taxes shall be equitably prorated during the first and last lease years of the Term of this Lease. Landlord shall have the sole, absolute and unrestricted right, but not the obligation, to contest the validity or amount of any Tax by appropriate proceedings, and if Landlord shall institute any such contest on its own volition, it shall be the sole, absolute and unrestricted right to settle any contest, proceeding or action upon whatever terms Landlord may, in its sole discretion, determine. In the event Landlord receives any refund of such Taxes (and provided no "Event of Default" has occurred hereunder which has not been cured and no event has occurred which but for the giving of notice or the passage of time or both would constitute an "Event of Default") Landlord shall credit such proportion of such refund as shall be allocable to payments of Taxes actually made by Tenant (less costs, expenses and attorneys' fees) against the next succeeding payments of Taxes due from Tenant.

4.2 Taxes on Tenant's Personality. Tenant agrees to pay, prior to delinquency, any and all taxes and assessments levied or assessed during the Term hereof upon or against (a) all furniture, fixtures, equipment and any other personal property within the Premises, (b) all alterations, additions, betterments or improvements of whatsoever kind or nature, made by Tenant to the Premises. If at any time during the Term of this Lease any of the Taxes or assessments mentioned in this Section 4.2 are levied or assessed against the Commercial Space, Tenant shall pay to Landlord the amount thereof.

4.3 Future Tax Collectible by Landlord. Should any governmental authority require that a tax, other than the Taxes mentioned above, be paid by Tenant, but collected by Landlord, for and on behalf of said governmental authority, and from time to time forwarded by Landlord to said governmental authority, the same shall be paid by Tenant to Landlord, and be collectible by Landlord, and payment thereof enforced in the same fashion as provided for the enforcement of payment thereof, shall be deemed Additional Rent hereunder, payable monthly upon the first day of the next month following demand.

ARTICLE 5

COMMON AREAS

5.1 Designation of Common Areas. The common areas of the Commercial Space ("Common Areas") include all exterior and interior common areas, all lobbies, stairways, corridors, hallways, rest rooms, sidewalks, curbs and aisles, common to the Commercial Space and not located exclusively within and serving exclusively any individual tenant space, and including all amenities or improvements existing for the non-exclusive use, convenience and benefit of tenants of the Commercial Space, their customers, employees, visitors and invitees. Landlord may designate appropriate portions of Common Areas for the exclusive use of patrons or employees of Tenant or patrons or employees of other occupants of the Commercial Space, and Tenant shall comply with any such designation of Common Areas.

5.2 Control of Common Areas. Landlord shall retain exclusive control and management of the Common Areas, and Tenant shall abide by Landlord's rules and policies. Landlord may close any part of the Common Areas as it deems necessary for the benefit of all tenants or for emergency or unusual situations or conditions. Any such closing shall be for limited times only and shall not interfere with Tenant's use and occupancy of the Premises during normal business hours, if possible. Landlord may refuse entry to the Commercial Space or the Premises outside of normal business hours to any persons not properly identified as an employee of Tenant. This Section shall not prohibit the delivery of merchandise or supplies to Tenant. Landlord further may cause any person to be removed from the Commercial Space whose conduct or behavior may be harmful to the safety or best interests of any tenant or its property or Landlord or its property.

5.3 Landlord's Responsibilities for Repair and Maintenance of Common Areas. Landlord shall operate, maintain and repair the Common Areas including the roof, foundation, structural elements and sidewalks in the same condition as of the date of this Agreement, subject to ordinary wear and tear.

5.4 Tenant's Responsibilities for Share of Common Area Repair and Maintenance Costs. Tenant shall pay to Landlord as Additional Rent its Building Pro Rata Share or Commercial Space Pro Rata Share (as set forth in Section 3.3) of operation, maintenance, and repair costs for the Common Areas ("Common Area Costs"). Common Area Costs include the total cost and expense of operation, maintenance and repair of the Common Areas of the Commercial Space including (but not limited to) building operation, maintenance and repair, gardening and landscaping costs, Common Areas repair, maintenance and replacement costs, cost of public liability and property damage insurance, Common Areas utilities, lighting , sanitary control, snow removal, trash, rubbish, garbage and other refuse service costs, depreciation, maintenance and repairs of equipment used in such operation, personnel costs and administrative and overhead costs equal to 10% of the Common Area Costs.

ARTICLE 6

INDEMNITY-INSURANCE-WAIVER OF SUBROGATION

6.1 Indemnity.

(a) Tenant hereby agrees to defend, pay, indemnify and save free and harmless Landlord, and WU and/or any other fee owner or ground or underlying lessor of the Commercial Space, from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at or from the Premises or occasioned wholly or in part through the use and occupancy of the Premises or any improvements therein or appurtenances thereto, or by any act or omission of Tenant or any subtenant, concessionaire or licensee of Tenant, or their respective employees, agents, contractors or invitees in, upon, at or from the Premises or its appurtenances or any Common Areas of the Commercial Space.

(b) Tenant and all those claiming by, through or under Tenant hereby release Landlord and WU, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or from business interruption, arising, directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair thereof.

(c) Landlord and WU shall not be responsible or liable at any time to Tenant, or to those claiming by, through or under Tenant, for any loss of life, bodily or personal injury or damage to property of business, or for business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons, or any other tenants or occupants of the Commercial Space.

(d) Landlord shall not be responsible or liable at any time for any defects, latent or

otherwise, in any buildings or improvements in the Commercial Space or the Building or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall Landlord be responsible or liable at any time for loss of life, or injury or damage to any person or to any property or business of Tenant, or those claiming by, through or under Tenant, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in any part of the Premises or the Commercial Space or the Building or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of any part of the Commercial Space, including the Premises, or the Building or any of the equipment, fixtures, machinery, appliances or apparatus therein.

(e) Tenant and all those claiming by, through or under Tenant shall store their property in and shall occupy and use the Premises and any improvements therein and appurtenances thereto and all other portions of Commercial Space solely at their own risk.

(f) Tenant shall give prompt notice to Landlord in case of fire or other casualty or accidents in the Premises or in the Commercial Space or of any defects therein or in any of its fixtures, machinery or equipment.

(g) Tenant expressly acknowledges that all of the foregoing provisions of this Section shall apply and become effective from and after the date Landlord shall deliver possession of the Premises to Tenant in accordance with the terms of this Lease or, if earlier, upon the date Tenant is granted access to the Premises.

6.2 Waiver of Subrogation.

(a) Landlord hereby waives any rights it may have against Tenant on account of any loss or damage occasioned to the Landlord or its property arising from any risk actually covered by a fire and extended coverage insurance policy underwritten through a third party insurance company (thus excluding any plan or program of self-insurance) maintained by Landlord; and Landlord, on behalf of any such insurance companies waives any right of subrogation it may have against Tenant to the extent such waiver of subrogation is available without invalidating Landlord's insurance coverage.

(b) Tenant hereby waives any rights it may have against Landlord on account of any loss or damage occasioned to the Tenant or its property arising from any risk actually covered by an insurance policy underwritten through a third party insurance company maintained by Tenant; and Tenant, on behalf of any such insurance companies waives any right of subrogation it may have against Landlord to the extent such waiver of subrogation is available without invalidating Tenant's insurance coverage.

(c) The waiver and release of subrogation rights provided for in subsections (a) and (b) above shall apply if and only to the extent insurance proceeds are in fact paid to or for the account of the party waiving and releasing such rights.

6.3 Tenant's Insurance. Tenant further covenants and agrees that from and after the date

of delivery of the Premises from Landlord to Tenant, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(a) **PUBLIC LIABILITY AND PROPERTY DAMAGE.** Bodily injury liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) per accident or occurrence or in the alternative, at Tenant's option, One Million Dollars (\$1,000,000.00) combined single limit coverage. All such bodily injury liability insurance and property damage liability insurance shall be general and comprehensive in scope and form and specifically include, in addition to the above, contractual liability insurance covering the insuring provisions of this Lease, the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property in this Article, contained and liability insurance covering risks of loss associated with the sale or consumption of alcoholic beverages within the Premises.

(b) **PLATE GLASS.** Tenant shall be responsible for the maintenance of any plate glass in the Premises and shall insure the risks of public liability associated with the plate glass.

(c) **FIXTURES.** Insurance covering all trade fixtures, merchandise and personal property from time to time in, on or upon the Premises, in an amount not less than eighty percent (80%) of their full replacement cost during the term of this Lease, providing protection against any peril included within the classification "Fire and Extended Coverage," together with insurance against sprinkler leakage, vandalism and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed.

(d) **POLICY FORM.** All policies of insurance provided for herein shall be issued by insurance companies, with general policy holder's rating of not less than A and a financial rating of AAA as rated in the most current available "Best's" Insurance Reports, and qualified to do business in the State of Missouri, and shall be issued in the name of Landlord, WU, Landlord's designees and Tenant, which policies shall be for the mutual and joint benefit and protection of Landlord, WU, Landlord's designees and Tenant, and executed copies of such policies of insurance or certificates thereof shall be delivered to Landlord within ten (10) days after delivery of possession of the Premises to Tenant and thereafter within thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant. All policies of insurance mentioned in this Article shall contain the following endorsements: (i) that such insurance may not be cancelled or amended with respect to Landlord except upon fifteen (15) days prior written notice from the insurance company to Landlord, sent by certified or registered mail, return receipt requested; (ii) that Tenant shall be solely responsible for the payment of all premiums under such policy and that Landlord shall have no obligation for the payment thereof; (iii) that in the event of payment of any loss covered by such policy, Landlord

shall be paid first by the insurance company for its loss; and (iv) an express waiver of any right of subrogation by the insurance company against Landlord. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All public liability, property damage and other casualty policies shall be written as primary policies, not contribution with and not in excess of coverage which Landlord or WU may carry. The minimum limits of any insurance coverage to be maintained by Tenant hereunder shall not limit Tenant's liability under Section 6.1 hereof.

(e) **RENT INSURANCE.** Tenant shall also maintain at its expense at all times during the Term of this Lease a rent insurance policy naming Landlord as insured, insuring Landlord against the failure of Tenant to pay the Rent provided herein for a period of twelve (12) months by reason of the damage or destruction of the Premises by fire, the elements, accident or other insurable casualty.

6.4 **Landlord's Insurance.** Landlord at all times during the term hereof shall maintain in effect a policy or policies of insurance covering Commercial Space, including Tenant's leasehold improvements, but not the Tenant's trade fixtures, merchandise, inventory, or other items used in the Tenant's trade or business, in an amount at least equal to eighty percent (80%) of full replacement cost (exclusive of the cost of excavations, foundations and footings) from time to time during the term of this Lease, providing protection against any peril generally included within the classification "Fire and Extended Coverage" (or at Landlord's option, other special broad form coverages), together with insurance against sprinkler leakage and vandalism and malicious mischief. Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance or self-insurance plans carried or maintained by Landlord or WU or at Landlord's option, Landlord may self insure, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance or self-insurance.

6.5 **Tenant Prohibited From Stocking, Using, or Selling Certain Items; Landlord's Remedies.** Tenant shall not permit any article to be brought onto the Premises or do anything in or about the Premises which may be prohibited by or violate any of Landlord's insurance policies or plans or the rules and regulations of the fire insurance rating organization having jurisdiction or any similar body, or which will increase any insurance rates and premiums on the Premises, or any part of the Commercial Space or the Building. If as a result of any failure of Tenant, or anyone claiming by, through or under Tenant, to comply with the foregoing sentence of this Section, the insurance rates applicable to any policies of insurance carried by Landlord covering the Commercial Space or the Building or the rental income to be derived therefrom shall be increased, Tenant agrees to pay Landlord within ten (10) days after Landlord's written demand therefor, as Additional Rent, the entire portion of the premiums for said insurance which shall be attributable to such higher rates.

ARTICLE 7

SECURITY DEPOSIT

7.1 **Deposit Amount.** Upon execution of this Lease, Tenant shall deposit with Landlord

the sum of \$3,052.66 to be held by Landlord as security for Tenant's faithful performance of the terms, conditions and covenants of this Lease.

7.2 Use and Return of Security Deposit. Upon Tenant's performance of the terms, conditions and covenants of this Lease and payment of all Rent due, Landlord shall return to Tenant the security deposit at the expiration of the Term, or upon earlier termination of this Lease. If Tenant is overdue in a payment of any Rent under this Lease, Landlord may apply any portion of the security deposit to the overdue Rent. Further, if Tenant fails to honor or perform any of the other terms, conditions and covenants of this Lease, Landlord may apply any portion of the security deposit as necessary to compensate Landlord for all losses or damages sustained or suffered by Landlord as the result of Tenant's breach. In the event Landlord applies any portion of the security deposit to the payment of overdue Rent or to compensate Landlord for losses or damages sustained as a result of Tenant's breach of any other terms, conditions or covenants of this Lease, Tenant shall remit to Landlord a sufficient amount to restore the security deposit to the original sum deposited with Landlord. Tenant shall remit such additional amount within five (5) days of Landlord's written demand therefore. Tenant's failure to remit such additional amount shall constitute a breach of this Lease.

ARTICLE 8

USE AND OCCUPANCY

8.1 Operation of Business. Tenant shall use the Premises only for purposes of operating a restaurant serving Japanese food under the name "Nobu Japanese Restaurant." Tenant shall keep the entire Premises open for business during regular business hours, usual and customary with other like businesses in the competitive area. Tenant will conduct its business in a reputable manner consistent with other like businesses in the competitive area, and will maintain the Premises in a neat and clean condition.

8.2 Alcohol. Sale or service of alcoholic beverages, for on-site consumption or otherwise, is permitted, subject, however, to the limitation and condition that during any period of three (3) or more consecutive months gross receipts from sale or service of alcoholic beverages may not exceed thirty percent (30%) of total gross receipts from Tenant's operation of the Premises. Upon request, Tenant shall provide monthly reports to Landlord as to the amount of gross receipts from sale or service of alcoholic beverages and total gross receipts. In the event any such report discloses that sale or service of alcoholic beverages, for on-site consumption or otherwise, exceeds the foregoing limitation for three (3) or more consecutive months, Landlord may on notice to Tenant given not later than ninety (90) days following Landlord's receipt of such report, terminate and cancel this Lease, effective not less than ninety (90) days following the date such notice is given to Tenant. Tenant shall be solely responsible to obtain and maintain all necessary licenses and approvals from the appropriate governing jurisdictions for the service of alcoholic beverages.

8.3 Tobacco Prohibition. Owner strictly prohibits all smoking and other uses of tobacco or vaping products within the Building and associated grounds including all interior and exterior Common Areas at all times. Tenant will comply, and will require its employees, patrons and

invitees to comply, with the foregoing prohibition.

8.4 Cannabis. The sale or service of cannabis, cannabidiol (CBD), marijuana, hemp and/or products composed in whole or in part of any of the foregoing is strictly prohibited.

8.5 Weapons. Weapons or firearms of any kind, concealed or otherwise, are expressly prohibited throughout the Premises and/or the Building. Landlord at its expense shall be entitled to post such signage in and about the Premises and the Building as Landlord deems appropriate prohibiting weapons or firearms.

8.6 Use and Maintenance of Premises. At all times during the term of this Lease, Tenant shall keep the Premises, including all windows, signs, loading docks and other areas allocated for the sole use of the Tenant in reasonably neat and clean condition. Tenant shall not permit or allow any act or practice which may damage the Premises or the Commercial Space or any act or practice constituting a common nuisance to other tenants, or keep merchandise on or obstruct any Common Areas or burn any trash or rubbish in, or on or about the Premises. Tenant shall not change the exterior color of the Premises or the color, size or location of any sign approved by Landlord or install any exterior lighting, loudspeakers, radio broadcasts or other advertising medium that can be heard or experienced outside the Premises. Tenant shall use and occupy the Premises strictly in compliance with all laws, regulations and codes applicable to the Premises and the Tenant's use and occupancy thereof including, without limitation, liquor license control laws and regulations. Tenant shall comply with all rules and regulations prepared by Landlord for all tenants for the use and occupancy of the Common Areas or any part of the Commercial Space. Landlord shall have no responsibility to Tenant for violations of any rules or regulations by other tenants nor shall violations of any rules or regulations by any tenant excuse Tenant from complying with such rules and regulations. Tenant shall dispose of all trash and rubbish in receptacles provided therefor at the Premises.

8.7 Hazardous Substances.

(a) Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees, without first obtaining Landlord's written consent, which may be withheld at the Landlord's sole and absolute discretion. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises, or if the Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify, defend, and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Premises for the building(s) of which they are a part, damages because of adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys', consultant, and expert fees) arising during or after the Term and arising as a result of such contamination by Tenant. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. In addition, if Tenant causes or permits the presence of any Hazardous Substance on the Premises and this results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to

return the Premises to the condition existing before the presence of any such Hazardous Substance on the Premises, provided, however, that Tenant shall first obtain Landlord's approval for any such remedial action.

(b) As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Missouri, or the United States government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance," pursuant to state, federal, or local governmental law. "Hazardous Substance" includes, but it not restricted, to asbestos, pholychlorinated biphenyls ("PCBs"), and petroleum.

8.8 Compliance With Americans With Disabilities Act. Notwithstanding anything to the contrary contained in this Lease, in the event Tenant or its use or occupancy of the Premises shall at any time during the term hereof come within the purview of the Americans with Disabilities Act (the "Act"), Tenant shall, at its sole cost and expense and with the prior written approval of Landlord, take such actions and construct or cause to be constructed such alterations as shall be necessary to bring the Premises and Tenant's use and occupancy thereof into compliance with the Act. In the event any such action and/or alteration to the Premises shall necessitate, pursuant to the Act, any alteration or change to any portion of the Building other than the Premises or to the real estate on which the Building is located, Tenant, at its sole cost and expense and with the prior written approval of Landlord, shall take such actions and construct or cause to be constructed such alterations to the Building and/or real estate or any part thereof as shall be required by the Act. All such actions and alterations taken by Tenant in furtherance of this paragraph shall be subject to the terms of this Lease and the requirements of the Act, and any such alteration shall become the property of the Landlord upon the expiration or earlier termination of this Lease.

ARTICLE 9

TENANT'S IMPROVEMENTS

9.1 Landlord's Approval. Tenant shall not make any alterations, additions or improvements or install any equipment, trade fixtures, signs, floor coverings, interior or exterior lighting, plumbing fixtures or otherwise make any changes to the Premises (collectively "Tenant's Improvements") without Landlord's prior written approval in each instance in the manner set forth in Section 1.4 above. Prior to commencing any Tenant's Improvements, Tenant shall provide Landlord with a letter (the "Work Letter") and plans requesting Landlord's approval of the proposed Tenant's Improvements. The Work Letter and plans shall contain complete information regarding all electrical, plumbing, structural, architectural, mechanical and engineering plans for the proposed Tenant's Improvements.

9.2 Tenant's Responsibility; Tenant's Property. Landlord shall provide Tenant with access to the Premises prior to commencement of the Initial Period for purposes of inspecting the completion of Tenant's Improvements and to install fixtures and equipment. Any such access to the Premises prior to the Initial Period shall be at the Tenant's sole risk, and Landlord shall not be liable for any costs incurred by Tenant in connection with the Tenant's Improvements. Tenant's right to

install fixtures and equipment prior to the commencement of the Initial Period shall be subject to all the terms, conditions, and covenants of this Lease other than the requirements for the payment of Rent. Tenant shall install fixtures and equipment in the Premises with due diligence and in accordance with Landlord's rules and regulations and with any laws, rules, regulations and orders of governmental authorities having jurisdiction over the Premises. In completing Tenant's Improvements, Tenant shall not permit or allow any act or practice constituting a common nuisance or which may disrupt or interfere with Landlord or other tenants or work being done by them. Tenant shall obtain and provide to Landlord any required certificates or approvals required of any governmental authority, regulatory body or agency. All fixtures installed by Tenant shall be new or completely reconditioned. Landlord disclaims all responsibility for any damage or loss to Tenant's fixtures or equipment installed or left in the Premises. All alterations, decorations, additions, improvements, fixtures and equipment made or installed by Tenant that are not permanently affixed to the Premises shall remain the property of Tenant. Any alterations, decorations, additions, improvements, fixtures or equipment made or installed may not be removed from the Premises prior to the expiration of the lease without the prior written consent of Landlord. At the expiration of the Lease, Tenant shall remove all non-permanent alterations, decorations, additions, improvements, fixtures and equipment and shall restore the Premises to its original condition, ordinary wear and tear excepted. If Tenant fails to remove such alterations, decorations, additions, improvements, fixtures and equipment and restore the Premises to its original condition, all such alterations, decorations, additions, improvements, fixtures and equipment shall become the property of the Landlord.

ARTICLE 10

MECHANIC'S LIENS

10.1 Tenant's Responsibility to Pay. Tenant agrees to pay all costs for work done by or for Tenant on the Premises, and Tenant agrees to indemnify and save Landlord harmless from any loss, damages, costs, including attorneys' fees, or other expenses or liabilities arising from claims or liens of laborers or materialmen for work or materials provided to Tenant on the Premises.

10.2 Security For Liens. Landlord may, at its option, require Tenant to provide a bond issued by a corporate surety approved by Landlord to secure the cost of any Tenant's Improvements. In the event a claim or lien is asserted for work or materials provided to Tenant on the Premises, Tenant may contest any such claim or lien in which event it shall furnish Landlord adequate security in the amount of the claim or lien, plus estimated costs and interest. In the alternative, Tenant may provide Landlord a bond issued by a corporate surety approved by Landlord in the amount of the claim or lien. If the validity of a claim or lien is established by final judgment, court order or settlement, Tenant shall satisfy the claim or lien. If Tenant fails to pay any charges for which a claim or lien has been filed or fails to provide security to Landlord against such claim or lien as required by this Section, Landlord reserves the right to pay the lien and any related costs, including reasonable attorneys' fees, and Tenant shall pay to Landlord the amount of such payments made by Landlord, with interest at the maximum rate allowed by law. If any lien or other action affecting the title or interest of the Premises shall be filed, the party receiving notice of such lien or action shall immediately give written notice to the other party.

ARTICLE 11

UTILITIES

Tenant shall assume responsibility for the installation and use of all utilities, including water, gas, electricity, sewer and telephone for the Premises in accordance with the rules and regulations of Landlord and the public utility or governmental agency supplying such utility. Landlord shall not be liable for any interruption in the supply of utilities to the Premises, nor shall interruption of services entitle Tenant to any abatement of Rent. If Tenant desires to install any equipment that requires additional or increased utility facilities or services, Tenant must obtain Landlord's prior written approval. Tenant shall pay the cost of any such additional or increased utility facilities or service. Tenant shall install, replace, repair and maintain utility lines, pipes, conduits, and facilities from the Premises to Landlord's utility terminals at its sole cost and expense. Such lines, pipes, conduits and facilities shall be of a like quality, type and design as prescribed by Landlord. Tenant shall be solely responsible for the cost of all water, electricity, gas and any other utilities that are separately metered to the Premises. Tenant shall reimburse Landlord for Tenant's Building Pro Rata Share of Landlord's expenses for any utilities serving the Building that are not separately metered to the Premises.

ARTICLE 12

SUBLEASING AND ASSIGNMENT

In view of the location of the Building in close proximity to the North Campus and Danforth Campus of WU and in view of the special reliance of Landlord and WU on Tenant's personal credentials, no assignment or subletting shall be permitted except with the prior written consent of Landlord in its sole discretion. If Tenant is a business entity, any change of ownership or control shall be deemed an assignment for which Landlord's consent is required; provided, that this shall not preclude Tenant from adding members to its business entity so long as Noboru Kidera, Taeko Kidera, and George S. Kidera or any one or more of them collectively at all times maintain more than 50% ownership and control of the business entity. Tenant shall not grant any concession or license of any part of the Premises without the prior written consent of Landlord. If this Lease is assigned or sublet, and in the event Tenant has defaulted or failed to honor or perform any terms, covenants and conditions of this Lease, Landlord may collect rent from any assignee, sublessee or occupant and apply the amount collected to the rent and other obligations of Tenant. No assignment, sublease, occupancy or collection of rents by Landlord shall be deemed a waiver or release of Tenant from further performance of the terms, conditions and covenants of the Lease. In the event of any assignment, sublease, concession or license by Tenant, Tenant shall not be relieved of any such obligations. Landlord's consent to any assignment or sublease or concession or license shall not authorize any subsequent assignment, sublease, concession or license without the prior written consent of Landlord.

ARTICLE 13

REPAIRS AND MAINTENANCE

13.1 Landlord's Obligations. Landlord shall keep, maintain and repair in good and operable condition the Building's structural components, roof, foundation, exterior walls (excluding plate glass), exterior lighting, areas common to the building, and all exterior utility service pipes and lines. Landlord shall also be responsible for a one-time replacement of the HVAC system, should the HVAC be in need of replacement during Tenant's occupancy of the Premises, and so long as the need for replacement is not due to the Tenant's failure to contract with a qualified HVAC contractor to perform routine maintenance and repairs. Landlord shall not be required to make any repairs caused by Tenant's negligence or Tenant's failure to perform or honor any terms, conditions or covenants of this Lease. Landlord shall not be required to make repairs to any alterations, additions or improvements made by Tenant or to any initial tenant finish improvements made by Landlord for Tenant pursuant to Section 1.4 above.

13.2 Tenant's Obligations. Tenant shall keep, repair and maintain the Premises in good and operable condition and in conformity to applicable laws and regulations. Tenant's obligation under this Section shall include maintenance and repair of interior utility meters, pipes and conduits, all fixtures, HVAC equipment serving the Premises (except as set forth in Section 13.1) and all other equipment located in the Premises in addition to the store front, Tenant's signs, locks and security devices, all window and door frames, casements or treatments and all other such items of repair, maintenance and improvement which may be required by governmental agencies having jurisdiction over the Premises. Tenant at its sole cost and expense shall contract with a reputable service company for both (a) the regular maintenance of the HVAC equipment and (b) the regular maintenance of the kitchen exhaust fan, in each case in accordance with all industry standards for such equipment. The kitchen exhaust fan shall be cleaned no less than one (1) time every six (6) months or more frequently if prescribed by the equipment manufacturer or industry standards. Within ten (10) days of Tenant opening for business, Tenant shall provide copies of the service contracts to Landlord, as well as updated copies of the service contracts, in the event that any changes are made during the Term. Tenant shall also be responsible for proper maintenance and repair of any additions, alterations, decorations or improvements made or installed and including all glass located on the Premises, both exterior and interior.

13.3 Landlord's Repairs for Tenant. If Tenant fails to repair or maintain the Premises as required by this Section, Landlord may make such repairs or maintenance on Tenant's behalf after providing Tenant written notice of its intent to make such repairs or maintenance. If Landlord makes such repairs or maintenance on Tenant's behalf, Tenant shall promptly reimburse Landlord for the repairs or maintenance made.

13.4 Landlord's Right to Entry Upon Premises. Landlord may enter the Premises at all times during normal business hours for the purposes of inspection and to make any repairs required by any governing authority or agency or Landlord's insurer or to prevent waste or deterioration of the Commercial Space or the Premises or to otherwise make such repairs or maintenance required to be made by Tenant but which have not been made. This Section shall not impose on Landlord any duty to perform any repair or maintenance that is not otherwise Landlord's obligation under this Lease. Landlord, its authorized agents and representatives, including contractors, may enter the

Premises at reasonable times as necessary to inspect, make repairs or maintenance or remodel adjacent premises of the Commercial Space. Any such entry shall be performed so as to cause minimal inconvenience to Tenant and any damage to Premises as a result of such repairs, maintenance or remodeling of adjacent premises shall be repaired at Landlord's sole expense. Landlord shall in no event be liable for any inconvenience, disturbance, loss of business or other damage to Tenant by reason of the performance by Landlord of any work in, upon, above, or under the Premises or for bringing material, tools and equipment in, through or above the Premises during the course thereof, and the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever, nor shall the same entitle Tenant to an abatement of any Rent. If Tenant or Tenant's employees shall not be personally present to permit an entry into the Premises when for any reason an entry therein shall be permissible, Landlord may enter the same by the use of force or otherwise without rendering Landlord liable for same and without in any manner affecting Tenant's obligations under this Lease. During the period commencing six (6) months prior to the expiration of the Term of this Lease (or any renewal term thereof), Landlord may show the Premises from time to time to prospective tenants.

ARTICLE 14

DESTRUCTION; CONDEMNATION

14.1 Total or Partial Destruction of Premises. If the Premises shall be partially damaged by fire, explosion, the elements, accident or other insurable casualty, Landlord shall at its own expense promptly cause such damage to be repaired, and the rent shall not be abated. If the Premises shall be rendered wholly untenable by reason of such occurrence, Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect not to reconstruct the Premises, and in such event this Lease shall cease as of the date of the said occurrence.

14.2 Partial Destruction of Building. In the event that forty (40%) percent or more of the Building shall be damaged or destroyed by fire, explosion, or other act of God, or other cause, notwithstanding that the Premises may be unaffected by such fire or other cause, Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect to cancel and terminate this Lease. Upon such notice to Tenant, the term of this Lease shall expire by lapse of time upon the tenth (10th) day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord.

14.3 Delay. No penalty shall accrue for reasonable delay that may arise or occur by reason of adjustment of insurance on the party of the Landlord and/or Tenant and for reasonable delay on account of strikes, lockouts, "labor trouble," or any other cause beyond the control of the parties.

ARTICLE 15

EMINENT DOMAIN

15.1 In the event the Premises or any part thereof be taken by condemnation or otherwise, the following provisions shall be controlling:

(a) If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then and in that event the term of this Lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease.

(b) If any part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and such partial taking or condemnation shall render the Premises unsuitable for the business of Tenant, then in such event the term of this Lease shall cease and terminate from the date of title vesting in such proceeding, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. In the event the partial taking or condemnation is not, in Landlord's sole discretion, extensive enough to render the Premises unsuitable for the business of Tenant, then the Landlord shall promptly restore the Premises to a condition comparable, in Landlord's sole discretion, to its condition at the time of such condemnation less the portion taken in such condemnation, and the Lease shall thereafter continue in full force and effect.

(c) In the event of any whole or partial condemnation or taking Tenant shall not be entitled to any part of any award or damages for such condemnation. Landlord is to receive the full amount of any such award. Tenant hereby expressly waives any right or claim to any part thereof; except that Tenant shall be entitled to receive and retain only any amounts which may be specifically awarded to it in such condemnation proceedings because of the taking of its trade furniture or fixtures and its leasehold improvements which have not become a part of the realty. It is understood that in the event of the termination of this Lease as described above, neither Landlord nor Tenant shall have any claim against the other for the value of any portion of any unexpired Term under this Lease and Tenant shall have no right or claim to any part of the award on account thereof.

ARTICLE 16

BANKRUPTCY - INSOLVENCY

If at any time after the commencement of the Lease: (a) any proceedings in bankruptcy, insolvency or reorganization shall be instituted against Tenant pursuant to any Federal or State law now or hereafter enacted, or any receiver or trustee shall be appointed for all or any portion of Tenant's business or property, or any execution or attachment shall issue against Tenant or any of Tenant's business or property or against the leasehold estate created hereby, and any of such proceedings, process or appointment are not dismissed within thirty (30) days from the date of such filing, appointment or issuance; or (b) Tenant shall be adjudged a bankrupt or insolvent, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall file a voluntary

petition in bankruptcy or petitions for (or enter into) an arrangement for reorganization or any other arrangement with Tenant's creditors under any Federal or State law currently existing or hereafter enacted, or this Lease or the estate of the Tenant herein shall pass to or devolve upon, by operation of law or otherwise, anyone other than Tenant (except as herein provided), the occurrence of any one of these events shall constitute a repudiation by Tenant of Tenant's obligations hereunder and shall cause this Lease ipso facto to be cancelled and terminate, without thereby releasing Tenant; and upon such termination Landlord shall have the immediate right to re-enter the Premises and to remove all persons and property therefrom and this Lease shall not be treated as an asset of the Tenant's estate and neither Tenant nor anyone claiming by, through or under Tenant by virtue of any law or any order of any court shall be entitled to possession of the Premises or to remain in the possession thereof. Upon the termination of this Lease, as aforesaid, Landlord shall have the right to retain as partial damages, and not as a penalty, any prepaid Rent and any security deposit and Landlord shall also be entitled to exercise such rights and remedies to recover from Tenant as damages such amounts as are specified in Article 17 hereof, unless any statute or rule of law governing the proceedings in which such damages are to be provided shall lawfully limit the amount of such claims in which case Landlord shall be entitled to recover, as and for liquidated damages, the maximum amount which may be allowed under any such statute or rule of law. As used in this Article, the term "Tenant" shall be deemed to include Tenant and its successors and assigns and the guarantor of the Tenant's obligations under this Lease, if any.

ARTICLE 17

DEFAULT BY TENANT

17.1 General. If Tenant assigns or sublets or attempts to assign or sublet the Premises, either voluntarily or by operation of law, except as herein provided, or if Tenant shall fail (a) to pay any Rent or other sum payable hereunder on or before its due date, or (b) to keep, observe or perform any of the other terms, covenants and conditions herein to be kept, observed and performed by Tenant for more than ten (10) days after written notice to Tenant specifying the nature of such default, or if said default shall be of a nature that the same cannot be reasonably cured or remedied within said ten (10) day period, if Tenant shall not in good faith have commenced the curing or remedying of such default within such ten (10) day period and shall not thereafter continuously and diligently proceed therewith to completion; then in any one or more of such events (herein sometimes referred to as an "Event of Default"), Landlord shall have the immediate right to re-enter the Premises, either by summary proceedings, by force or otherwise and to dispossess Tenant and all other occupants therefrom and remove and dispose of all property therein or, at Landlord's election, to store such property in a public warehouse or elsewhere at the cost and for the account of Tenant, all without service of any notice of intention to re-enter with or without resort to legal process (which Tenant hereby expressly waives) and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Upon the occurrence of any such Event of Default, Landlord shall also have the right, at its option, in addition to and not in limitation of any other right or remedy, to terminate this Lease by giving Tenant a written seven (7) days' notice of cancellation and upon the expiration of said seven (7) days, this Lease and the term hereof shall end and expire as fully and completely as if the date of expiration of such seven (7) day period were the date herein definitely fixed for the end and expiration of this

Lease and the term hereof and thereupon, unless Landlord shall have theretofore elected to re-enter the Premises. Landlord shall have the immediate right to re-entry, in the manner aforesaid, and Tenant and all other occupants shall quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided; provided, however, that if Tenant shall default in the performance of any covenant of this Lease other than for the payment of Rent or other sums more than three (3) times, in the aggregate, in any period of twelve (12) months (provided written notice of each of such defaults being relied on by Landlord in invoking this provision has been given to Tenant) then, notwithstanding that such defaults shall have been cured within the period after notice as above provided in sub-clause (b) above, any further similar default shall be deemed to be deliberate and Landlord thereafter may serve said written seven (7) day notice of termination without affording to Tenant an opportunity to cure such further default.

17.2 Landlord's Right to Relet Premises. If by reason of the occurrence of any Event of Default, the Term of this Lease shall end before the date originally fixed herein, or Landlord shall re-enter the Premises, or Tenant shall be ejected, dispossessed, or removed therefrom by summary proceedings or in any other manner, whether or not specifically enumerated in this Lease, or if the Premises become vacant, deserted or abandoned, Landlord at any time thereafter may relet the Premises, or any part thereof, either in the name of Landlord or as agent for Tenant, for a term or terms which may, at Landlord's option, be less than or exceed the period of the remainder of the Term hereof or which otherwise would have constituted the balance of the Term of this Lease, and grant concessions or free Rent. Landlord shall receive the Rent from such reletting and shall apply the same, first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of expenses Landlord may have incurred in connection with re-entering, ejecting, removing, dispossessing, reletting, altering, repairing, redecorating, subdividing, or otherwise preparing the Premises for reletting, including brokerage and attorney's fees; and the residue, if any, Landlord shall apply to the fulfillment of the terms, covenants and conditions of Tenant hereunder and Tenant hereby waives all claims to the surplus, if any. Tenant shall be and hereby agrees to be liable for and to pay Landlord any deficiency between the Rent and other charges reserved herein and the net rentals, as aforesaid, of reletting, if any, for each month of the period which otherwise would have constituted the balance of the Term of this Lease. Tenant hereby agrees to pay such deficiency in monthly installments on rent days specified in this Lease, and any suit or proceeding brought to collect the deficiency for any month, either during the term of this Lease or after any termination thereof, shall not prejudice or preclude in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar suit or proceeding.

17.3 Attorney Fees. Tenant shall pay its own attorneys' fees with respect to any matter arising under this Lease. In the event there is an Event of Default Tenant shall pay all fees, costs and expenses that Landlord incurs as a result of such default, including without limitation, all reasonable fees and expenses of attorneys and accountants, and all fees, costs and expenses of any appeal.

ARTICLE 18

MISCELLANEOUS

18.1 Landlord not Liable for Delays Beyond its Control. Anything in this Lease to the contrary notwithstanding, Landlord shall not be deemed to be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform its obligations within thirty (30) days of the expiration of a period of time reasonably required to correct any default after written notice has been given by Tenant to Landlord specifying the nature of Landlord's default. Landlord shall not be deemed to be in default hereunder so long as it commences or attempts to commence correction of such default within said reasonable time period, and diligently pursues the curing thereof after commencing the same.

18.2 Subordination of Lease. At the option of Landlord this Lease may be subject and subordinate to all ground or underlying leases and to all deeds of trusts or mortgages which may now or hereafter affect the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request, and such other papers and documents as may be necessary to effect such subordination.

18.3 Attornment. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this lease.

18.4 Offset Statement From Tenant. Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Premises and/or the land thereunder by Landlord a statement should be required from Tenant, Tenant agrees to deliver to any proposed mortgagee or purchaser, or to Landlord a certificate in recordable form, certifying, if such be the case, that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating specifically those that are then claimed by the Tenant.

18.5 Covenant of Quiet Enjoyment. Tenant, subject to the terms and provisions of this Lease, on payment of the Rent and upon observing, keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold and enjoy the Premises during the term hereof without hindrance or ejection by any persons lawfully claiming under Landlord; but it is understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and its successors and assigns only with respect to breaches occurring during its and their respective ownership of Landlord's interest hereunder. It is further understood and agreed that with respect to any services to be furnished by Landlord to Tenant or any other obligation of Landlord under this Lease, Landlord shall in no event be liable for failure to furnish the same when prevented or delayed in doing so as a result of strikes, lockouts, labor disputes, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or, after Landlord has exercised due diligence, inability to obtain supplies, parts or employees necessary to furnish such services or do such work, or because of war or other similar emergency, or for other causes beyond Landlord's reasonable control, or for any reasonable period of time for any cause due to any act or neglect of Tenant or its servants, agents, employees, licenses or any person claiming by, through or under

Tenant, sequential damages, nor shall the same affect the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on the part of Tenant required to be performed.

18.6 No Recording. Tenant shall not record this Lease or any memorandum or record thereof without the prior written consent of Landlord.

18.7 Extension of Time. The period of time during which either Landlord or Tenant is prevented from or delayed in the performance of the making of any improvements or repairs or fulfilling any obligation required under this Lease, other than obligations for the payment of money, which is due to or the result of unavoidable delays caused by fire, catastrophe, strikes or labor troubles, civil commotion, war, terrorism, Acts of God or the public enemy, governmental prohibitions or regulations, or inability to obtain materials by reason thereof, or other causes beyond such party's reasonable control, shall be added to such party's time for performance thereof, and such party shall not be subjected to any liability by reason thereof, except as noted in preceding paragraphs of this Lease.

18.8 Waiver. The failure of either party hereto to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or of any rule or regulation, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt and use by the Landlord of Rent with knowledge of breach of any covenant of this Lease shall not be deemed to be a waiver of such breach. No provision of this Lease shall be deemed waived by a party hereto unless such waiver is in writing signed by such party. No payment by Tenant or receipt by Landlord of a lesser sum than the Rent herein stipulated shall, unless otherwise agreed upon specifically in writing, be deemed to be anything other than a partial payment on account of the stipulated Rent. Tenant's acceptance of possession of the Premises shall not constitute a waiver of any incomplete, defective or deficient work, and Landlord shall with all reasonable diligence cure and correct such matters and deficiencies.

18.9 Entire Agreement. This Lease contains the entire agreement between the parties and any agreement made hereafter shall be ineffective to change, modify or discharge it in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

18.10 Assignment; Binding Effect. Landlord may assign its interests under the Lease, upon which event Landlord shall be entirely relieved and freed of all obligations under this Lease occurring after the date of such assignment. Landlord and Tenant agree that all of the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

18.11 Notices. Any notice, demand, request, consent, approval or other communication with either party hereto is required or desired to give or make or communicate to the other hereunder shall be in writing and shall be given or made or communicated either by personal

delivery or by registered or certified mail, return receipt requested, postage prepaid, or by any delivery service that provides a receipt to indicate delivery and addressed in the case of Landlord to:

Quadrangle Management Company
c/o Washington University in St. Louis
Campus Box 1016
700 Rosedale Avenue
St. Louis, Missouri 63112

With a copy to:

Washington University
Campus Box 1058
One Brookings Drive
St. Louis, Missouri 63130-4899

and addressed in the case of Tenant to:

Nobu Japanese Restaurant
6253 Delmar Avenue
St. Louis, Missouri 63130

subject to the right of either party to designate different addresses by giving notice as above provided. Any notice, demand, request, consent, approval, or other communication so sent shall be deemed to have been given three (3) days after the date the same was deposited in the United States mail as registered or certified mail, with postage fully prepaid, or if by personal delivery or delivery by delivery service, on the date delivered.

18.12 Captions and Section Numbers. The captions, section numbers and article number appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles or this Lease, nor in any way modify or affect this Lease.

18.13 “Landlord” and “Tenant”. Wherever the words “Landlord” and “Tenant” are used herein, the same shall include singular and plural, individual or corporation, subject always to the restrictions herein contained as to sub-letting or assignment of this Lease.

18.14 Laws of Missouri. This Lease shall be construed under the laws of Missouri.

18.15 No Offset. Anything in this Lease to the contrary notwithstanding, Tenant shall not have the right to offset any claims of Tenant against Landlord against Rent or other amounts payable hereunder, nor shall Landlord have the right to offset any claims it may have against Tenant against any sums of money, if any, payable by Landlord to Tenant hereunder.

18.16 Surrender; Holding Over. On the date of expiration of the Term, or upon the earlier

termination of this Lease, Tenant shall vacate and peaceably surrender the Premises to Landlord in good order and condition, ordinary wear and tear excepted. If Tenant should remain in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such holding over by Tenant shall constitute a tenancy from month to month upon the same conditions, except as to term, as those herein provided, excepting that Tenant shall pay for each day that Tenant holds over rent at double the rate of the fixed minimum rent hereinbefore provided to be paid.

18.17 Transfer of Title. In the event of any transfers of the title of Landlord in and to the Commercial Space, Landlord herein named (and in the case of any subsequent transfers or conveyances, the then Grantor) shall upon such transfer stand relieved and discharged from and after the date of such transfer of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

18.18 Jury Trial Waiver. **LANDLORD AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT LANDLORD OR TENANT MAY HEREINAFTER INSTITUTE AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS LEASE OR THE LEASED PREMISES.**

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IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above stated.

QUADRANGLE MANAGEMENT COMPANY

By: _____
Name: Rachel L. Siegert
Title: Vice President

NOBU, INC.

By:  06/24/2021
Name: Noboru Kidera
Title: Owner-Operator

By:  06/24/2021
Name: Taeko Kidera
Title: Owner-Operator

By:  06/24/2021
Name: George S. Kidera
Title: Owner-Operator

EXHIBIT A

Floorplan of Premises

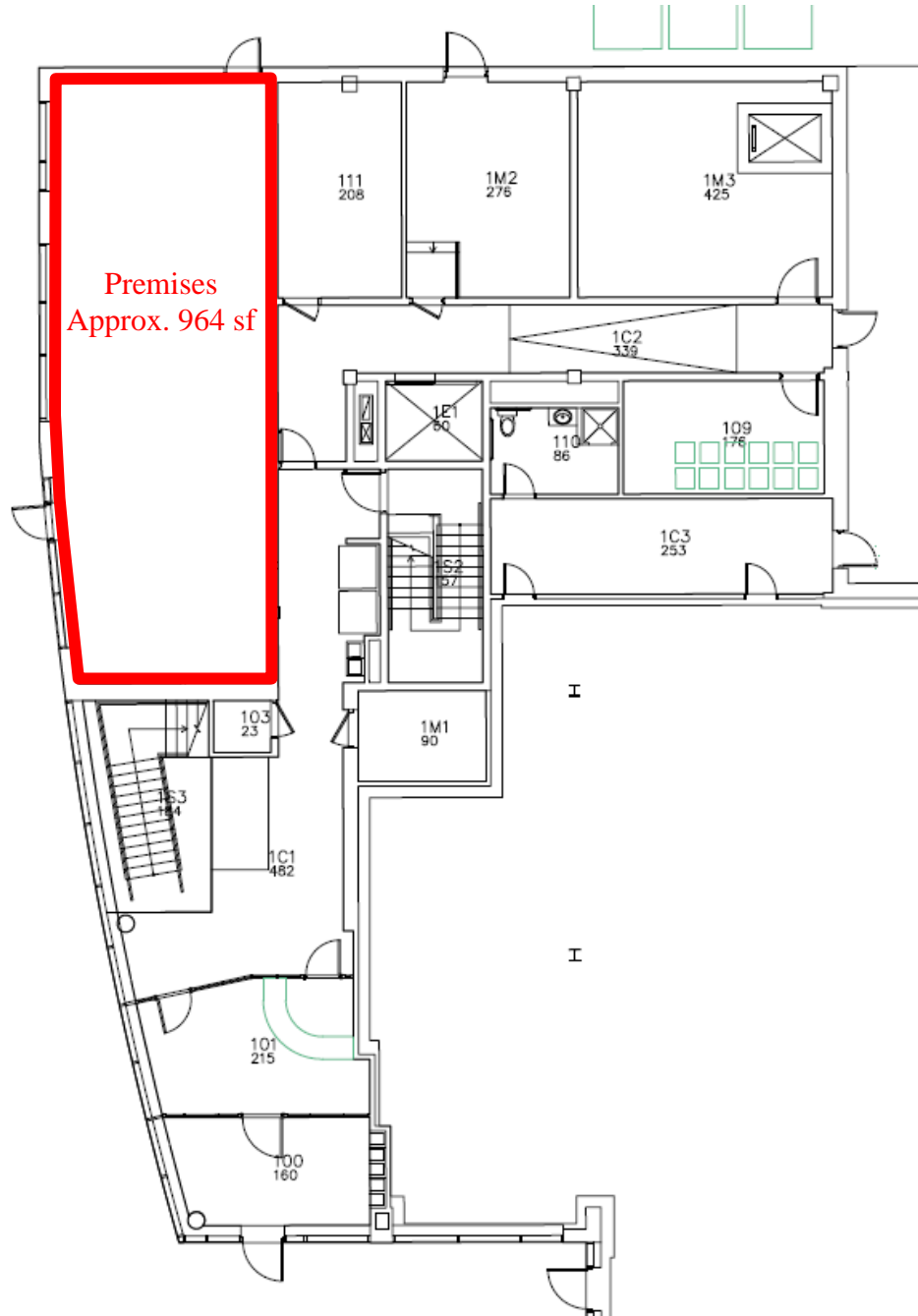


EXHIBIT B

Sidewalk Space

Approx.
Location of
Sidewalk
Space

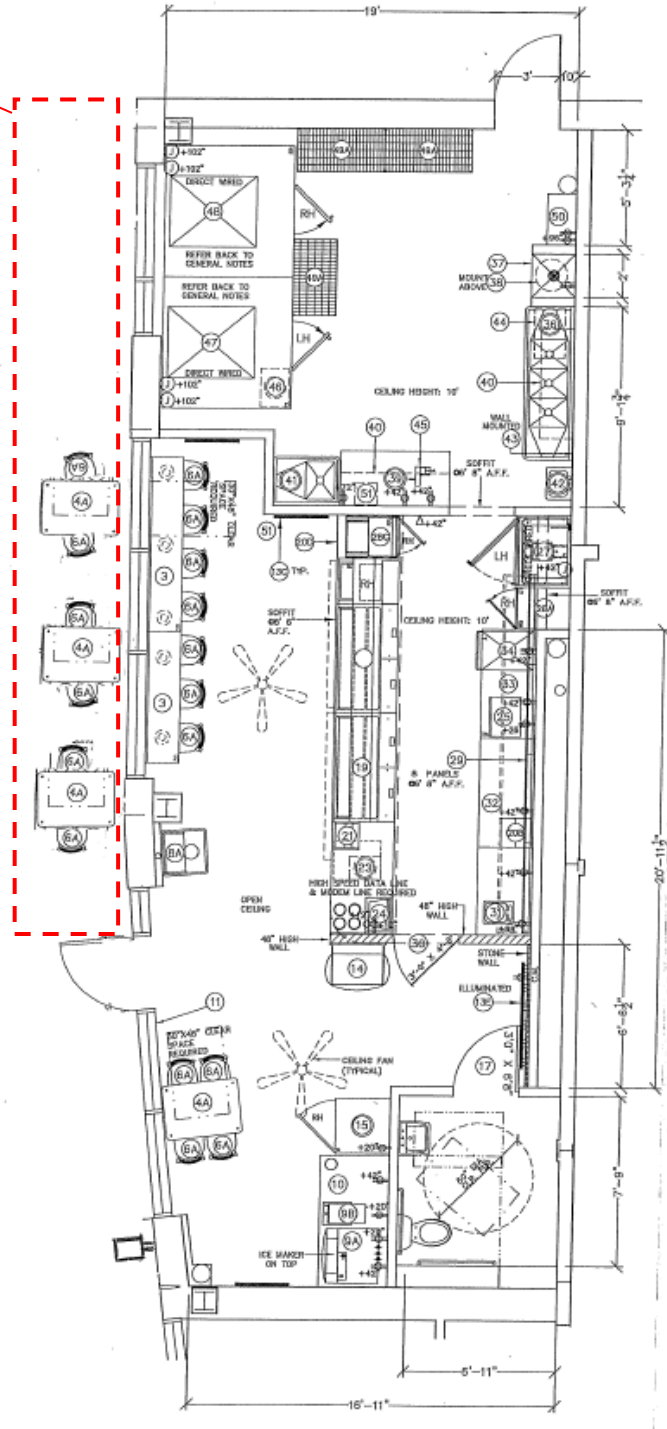


EXHIBIT C

Landlord's Work

1. Install a new 40-gallon hot water heater.
2. Confirm, to the best of Landlord's knowledge, that the existing HVAC system serving the Premises is in good working order.
3. Confirm, to the best of Landlord's knowledge, that the electrical panel and plumbing within the Premises are in good working order.

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Nobu
 #6 Lindbergh Place Terrace
 St. Louis, MO 63146

PROJECT: 2022-001

AIA DOCUMENT G702

PAGE ONE OF

PAGES

APPLICATION NO 8

| | |
|-------------------------------------|------------|
| Distribution to: | |
| <input checked="" type="checkbox"/> | OWNER |
| <input type="checkbox"/> | ARCHITECT |
| <input checked="" type="checkbox"/> | CONTRACTOR |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |

PERIOD TO: 10/07/22

PROJECT NOS: 2022-001

CONTRACT DATE 1/5/2022

FROM CONTRACTOR:

VIA ARCHITECT: n/a

Aspire Construction Services, LLC

1382 Charlestown Industrial Drive

St Charles, MO 63303

CONTRACT FOR: Nobu's

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

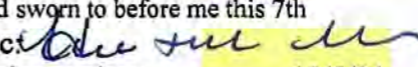
| | | |
|---|----|-------------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 232,000.00 |
| 2. Net change by Charge Orders | \$ | 50,892.71 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | 282,892.71 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | 282,892.71 |
| 5. RETAINAGE: | | |
| a. 5 % of Completed Work (Column D + E on G703) | \$ | \$0.00 |
| b. % of Stored Material (Column F on G703) | \$ | Included in above |
| Total Retainage (Lines 5a + 5b or Total in Column J of G703) | \$ | 0.00 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$ | 282,892.71 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 272,022.89 |
| 8. CURRENT PAYMENT DUE | \$ | 10,869.82 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | 0.00 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-------------|------------|
| Total changes approved in previous months by Owner | \$40,022.89 | |
| Total approved this Month | \$10,869.82 | |
| TOTALS | \$50,892.71 | \$0.00 |
| NET CHANGES by Change Order | \$50,892.71 | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:  Date: 10/7/2022

State of: MO County of: St. Charles
 Subscribed and sworn to before me this 7th day of October 2022
 Notary Public 
 My Commission expires: 10/5/24

HEIDI JANELLE MAXWELL
 NOTARY PUBLIC - NOTARY SEAL
 STATE OF MISSOURI
 COMMISSIONED FOR ST. LOUIS COUNTY
 MY COMMISSION EXPIRES OCT. 05, 2024
 ID #20591382

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 282,892.71

(Attach a schedule of amounts certified, showing the difference from the amount applied. Initial all figures on this application and the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Paid in Full
 \$282,892.71
 10-26-23

UNCONDITIONAL FINAL WAIVER OF LIEN

Whereas, we the undersigned, Aspire Construction Services LLC, have been employed by Nobu to furnish labor, materials, and services for general construction work under a contract for the improvement of the premises described as Nobu, 6253 Delmar, Aspire Construction Services Job # 2022-001, for the work described in Invoice 2022-001-008, in the city of St. Louis, county of St. Louis, State of Missouri of which Nobu is the owner.

Now, therefore, this 26th Day of October 2023 for and in consideration of the sum of Two Hundred Eighty-Two Thousand, Eight Hundred Ninety-Two Dollars and Seventy-One Cents \$(282,892.71) we the undersigned Aspire Construction Services LLC, do hereby waive and release to the extent of only of the aforesaid amount, any Lien rights to, or claim of Lien with respect to and on said above-described premises, and the improvement thereon, and on the monies or other considerations due or to become due from the Owner, by virtue of the said contract, on account of labor, materials, services, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to for the above-described premises, but only to the extent of the payment aforesaid.

Aspire Construction Services LLC


President

| |
|---|
| HEIDI JANELLE MAXWELL NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI COMMISSIONED FOR ST. LOUIS COUNTY MY COMMISSION EXPIRES OCT. 05, 2024 ID #20591382 |
|---|

State of: MO County of: St. Charles

Subscribed and sworn to before me this 26th day of October 2023

Notary Public: 

My Commission expires: 10-05-24

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



| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CA20231127-02 |
|---|----------------------|

| | | | |
|--|-------------|---|---------------|
| SUBJECT/TITLE: Drone replacement | | | |
| PREPARED BY: Deputy Chief Fred Kramer | | DEPARTMENT / WARD Fire Department | |
| AGENDA SECTION: | Consent | CAN ITEM BE RESCHEDULED? | Yes |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City manager recommends replacing current drones in order to meet FAA requirements. | | | |
| FISCAL IMPACT: Budgeted Item for \$40,000.00 remaining \$1,335.00 to come from excess in radio budget. | | | |
| AMOUNT: | \$41,335.00 | ACCOUNT No.: | 15-35-90-8200 |
| FROM FUND: | Acct 15 | TO FUND: | Acct 15 |
| EXPLANATION: Replace current outdated Fire Department Drones. | | | |

| |
|--|
| STAFF COMMENTS AND BACKGROUND INFORMATION: Under current federal regulations, drones need to be equipped with a remote ID module transponder. None of our current drones have this module and are unable to fly. |
|--|

| | |
|---|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: See bids for replacement | |

| | | | |
|--|----------------------------|----------------------|-----------|
| LIST CITY COUNCIL GOALS (S): Public safety | | | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregroy Rose | MEETING DATE: | 11/272023 |



GEODRONES | DESIGN SOLUTIONS

Sales Quotation

Quote Number: 00077393

University City Fire Department
Fred Kramer
fkramer@ucitymo.org
314-505-8590
863 Westgate Avenue
University City, MO 63130

Date Issued: 10/11/23
Expiration Date: 11/10/23

| Quantity | Part Number | Description | List Price | Unit Price | Subtotal |
|----------|-------------------|--|-------------|-------------|-------------|
| 1.00 | M350RTK_COMBO_SP | MATRICE 350 RTK Combo SP | \$11,729.00 | \$11,729.00 | \$11,729.00 |
| 6.00 | CP.EN.00000457.01 | TB65 Intelligent Flight Battery | \$700.00 | \$700.00 | \$4,200.00 |
| 2.00 | CP.BX.000229 | WB37 Controller Battery | \$59.00 | \$59.00 | \$118.00 |
| 1.00 | ZEN_H20T-SP | Zenmuse H20T SP | \$9,809.00 | \$9,809.00 | \$9,809.00 |
| 1.00 | CP.EN.00000265.01 | MATRICE 300 SERIES Dual Gimbal Connector | \$250.00 | \$250.00 | \$250.00 |

Total Price: \$26,106.00

This is not an invoice: Applicable sales tax, customs duties, and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

Please Contact Us:

Matt Davis
3433 Tree Court Industrial Blvd.
St. Louis
Missouri, 63122
mdavis@seilerinst.com
Phone: (314) 218-6377
Cell: (314) 882-7621

Terms: Net 30 Days Credit Card Financing

Net 30 upon approved credit application. Please inquire to sales rep on financing options available.

All credit card transactions will be charged a 3% surcharge.

This Sales Quotation is subject to and governed by the Terms and Conditions of Sale referred to at <https://www.seilergeo.com/general-terms-and-conditions/> which are hereby incorporated into this Quotation by reference. Any terms and conditions contained in any purchase order, order confirmation, or other document or communication you send or provide to Seiler which are in addition to or different from those set forth in said Terms and Conditions of Sale found at the above-link which are not separately agreed to by Seiler in writing are hereby considered material, objected to, and shall be null, void, and of no force or effect.

This Sales Quotation is subject to the [Seiler Maximum Liability and Indemnification Agreement](#), version 041421. By signing this Sales Quotation, you are also agreeing to be bound by the terms and conditions of that Agreement.

Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: _____

Date: _____

Name: _____

Title: _____



GEODRONES | DESIGN SOLUTIONS

Sales Quotation

Quote Number: 00080183

University City Fire Department
Brian Schwertmann
bschwertmann@ucitymo.org
(314) 505-8590
863 Westgate Avenue
University City, MO 63130

Date Issued: 10/11/23
Expiration Date: 11/10/23

| Quantity | Part Number | Description | List Price | Unit Price | Subtotal |
|----------|-------------------|---|------------|------------|------------|
| 1.00 | M30T-SP | MATRICE 30T SP | \$8,979.00 | \$8,979.00 | \$8,979.00 |
| 8.00 | CP.EN.00000369.02 | MATRICE 30 SERIES TB30 Intelligent Flight Battery | \$329.00 | \$329.00 | \$2,632.00 |
| 2.00 | CP.BX.000229 | WB37 Controller Battery | \$59.00 | \$59.00 | \$118.00 |
| 1.00 | CP.RC.00000000.01 | DJI RC Plus | \$1,600.00 | \$1,600.00 | \$1,600.00 |

Total Price: \$13,329.00

This is not an invoice: Applicable sales tax, customs duties, and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

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St. Louis
Missouri, 63122
mdavis@seilerinst.com
Phone: (314) 218-6377
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Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: _____

Date: _____

Name: _____

Title: _____



Sales Quotation

Quote Number: 00091901

University City Fire Department
Fred Kramer
fkramer@ucitymo.org
314-505-8590
863 Westgate Avenue
University City, MO 63130

Date Issued: 11/14/23
Expiration Date: 12/13/23

| Quantity | Part Number | Description | List Price | Unit Price | Subtotal |
|----------|---------------|------------------------------|------------|------------|------------|
| 1.00 | 6972073120302 | GL60 Mini Gimbal Searchlight | \$1,900.00 | \$1,900.00 | \$1,900.00 |

Total Price: \$1,900.00

This is not an invoice: Applicable sales tax, customs duties, and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

Please Contact Us:

Matt Davis
3433 Tree Court Industrial Blvd.
St. Louis
Missouri, 63122
mdavis@seilerinst.com
Phone: (314) 218-6377
Cell: (314) 882-7621

Terms: Net 30 Days Credit Card Financing

Net 30 upon approved credit application. Please inquire to sales rep on financing options available.

All credit card transactions will be charged a 3% surcharge.

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This Sales Quotation is subject to the [Seiler Maximum Liability and Indemnification Agreement](#), version 041421. By signing this Sales Quotation, you are also agreeing to be bound by the terms and conditions of that Agreement.

Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: _____

Date: _____

Name: _____

Title: _____

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



| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CA20231127-03 |
|---|----------------------|

| | | | |
|--|-------------|----------------------------------|---------------|
| SUBJECT/TITLE: Portable Radio Replacement | | | |
| PREPARED BY: Wm. Hinson Fire Chief | | DEPARTMENT / WARD Fire | |
| AGENDA SECTION: | consent | CAN ITEM BE RESCHEDULED? | yes |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: The City Manager recommends approval of the funds to replace 5 inoperable portable radios needed for emergency communication. | | | |
| FISCAL IMPACT: This is a budgeted item in Capital outlay. | | | |
| AMOUNT: | \$45,122.35 | ACCOUNT No.: | 15-35-90-8200 |
| FROM FUND: | Fund 15 | TO FUND: | Fund 15 |
| EXPLANATION: The current radios are 10 years old and failing, with no replacement parts available. Radios are to replace radios that have already failed, leaving the department short of the amount needed. | | | |

| |
|--|
| STAFF COMMENTS AND BACKGROUND INFORMATION: The radios we currently use are past the end of the normal life cycle and parts are no longer made to rebuild and repair. It is required that all personnel on the scene of an emergency incident have a radio to be able to communicate any issues that may arise. Our current radio inventory has put us at risk of being short enough for the crews. |
|--|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: Radio replacement bid | |

| | | | |
|--|----------------------------|----------------------|----------|
| LIST CITY COUNCIL GOALS (5): Public and Employee safety. | | | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregroy Rose | MEETING DATE: | 11/27/23 |

Billing Address:
 UNIV CITY FIRE DEPT, CITY OF
 6801 DELMAR BLVD
 UNIVERSITY CITY, MO 63130
 US

Quote Date:11/14/2023
 Expiration Date:02/12/2024
 Quote Created By:
 Nicolette Balon
 Nicolette.Balon@
 motorolasolutions.com

End Customer:
 UNIVERSITY CITY FIRE DEPT, CITY OF
 Keith Calhoun
 kcalhoun@ucitymo.org
 314-862-6767

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|------------------|---|-----|------------|------------|-----------------|
| | APX™ 8000 Series | APX8000XE | | | | |
| 1 | H91TGD9PW6AN | APX 8000 ALL BAND PORTABLE MODEL 2.5 | 5 | \$7,392.32 | \$5,396.39 | \$26,981.95 |
| 1a | QA01648AA | ADD: HW KEY SUPPLEMENTAL DATA | 5 | \$6.00 | \$4.38 | \$21.90 |
| 1b | Q806CB | ADD: ASTRO DIGITAL CAI OPERATION | 5 | \$567.00 | \$413.91 | \$2,069.55 |
| 1c | Q361AN | ADD: P25 9600 BAUD TRUNKING | 5 | \$330.00 | \$240.90 | \$1,204.50 |
| 1d | Q667BB | ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY) | 5 | \$0.00 | \$0.00 | \$0.00 |
| 1e | QA02006AC | ENH: APX8000XE RUGGED RADIO | 5 | \$880.00 | \$642.40 | \$3,212.00 |
| 1f | Q887AU | ADD: 5Y ESSENTIAL SERVICE | 5 | \$306.00 | \$306.00 | \$1,530.00 |
| 1g | H38BS | ADD: SMARTZONE OPERATION | 5 | \$1,650.00 | \$1,204.50 | \$6,022.50 |
| 1h | QA09113AB | ADD: BASELINE RELEASE SW | 5 | \$0.00 | \$0.00 | \$0.00 |
| 1i | G996AP | ADD: PROGRAMMING OVER P25 (OTAP) | 5 | \$110.00 | \$80.30 | \$401.50 |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|--------------|--|-----|------------|------------|-----------------|
| 2 | PMNN4504A | BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T | 5 | \$222.92 | \$189.48 | \$947.40 |
| 3 | PMMN4137ABLK | XVE500 REMOTE SPEAKER MICROPHONE, BLACK, NO CHANNEL KNOB | 5 | \$642.60 | \$546.21 | \$2,731.05 |

Grand Total**\$45,122.35(USD)****Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

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



| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CA20231127-04 |
|---|----------------------|

SUBJECT/TITLE:
Municipal Park Grant Commission
Grant Agreement

| | |
|--|--|
| PREPARED BY: Darin Girdler, Director of Public Works | DEPARTMENT / WARD Parks/Ward 3 |
|--|--|

| | |
|-----------------------------------|--|
| AGENDA SECTION: Consent | CAN ITEM BE RESCHEDULED? Yes |
|-----------------------------------|--|

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager recommends City Council approval to sign Municipal Park Grant Commission Grant Agreement for Round 24 in the amount of \$575,000.00.

FISCAL IMPACT:
The total budget for this project is \$875,000.00 for the reconstruction of the eastern baseball field in Millar Park. The City's budgeted match will be \$300,000.00.

| | |
|--------------------------------|---------------------|
| AMOUNT: \$875,000.00 | ACCOUNT No.: |
|--------------------------------|---------------------|

| | |
|-------------------|-----------------|
| FROM FUND: | TO FUND: |
|-------------------|-----------------|

EXPLANATION:
The City applied for this grant earlier this year with the intention of reconstructing the east baseball field at Millar Park for use by the high school team. The high school team will use the field as is (with a few modifications) next season and reconstruction will begin as soon as the season is over.

STAFF COMMENTS AND BACKGROUND INFORMATION:
With the historic flood of July 2022 devastating Jack Buck Field at Heman Park, it was determined that it could not be reconstructed in place as it was and would need to be reconfigured in a way that a high school team could not use it. That being the case, it was decided that the eastern field at Millar was a good candidate for the improvements necessary for it to be a first class high school facility.

| | |
|----------------|-----------|
| CIP No. | PPRP24-09 |
|----------------|-----------|

RELATED ITEMS / ATTACHMENTS:
Award Letter
Grant Agreement

LIST CITY COUNCIL GOALS (S):
Improved Infrastructure
Quality of Life

| | |
|--|---|
| RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose | MEETING DATE: November 27, 2023 |
|--|---|



11911 Dorsett Rd.
Maryland Heights, MO 63043

Phone: (314) 726-4747
Fax: (314) 528-8092
staff@stlmuni.org

www.muniparkgrants.org

MEMORANDUM

DATE: October 19, 2023
TO: Mayors of Cities Awarded Round 24 Park Grants
FROM: Municipal Park Grant Commission, Jim Brasfield, Chairman

RE: Notice of Grant Approval

Congratulations! The grant your municipality requested was approved by the Municipal Park Grant Commission. Total grant requests in Round 24 were just over \$10 million. The Commission had \$9 million available for grant funding this year. 25 applications were submitted and 22 were approved this round. The municipalities and awarded amounts are attached.

Including this round, 454 municipal grants have been funded totaling over \$108 million. A detailed list of all the grants funded over the years can be found in the annual report available online at the Parks website <http://www.muniparkgrants.org>. The Commission works diligently to ensure they allocate funds the same year received to benefit your citizens as soon as possible.

Your staff will receive your agreement soon. Please have them review it carefully, obtain signatures and return it before you begin your project. Note that the time frame for completing projects has increased from 12 to 18 months, to help reduce the need for extensions. If you have any questions, contact the Municipal League Office at 314-726-4747. Thank you for participating in the Municipal Park Grant program. We appreciate all the support and hard work you and your staff put into making the program a huge success. We could not do this without your partnership!

We would like to acknowledge the dedicated service of the Advisory Committee members who volunteer their time and talents each year reviewing the applications. Their experience, professionalism and input are invaluable to our program.

Eric Gruenfelder, Parks Director, Brentwood, Chairman
Tracey Anderson, City Administrator, Maryland Heights
Gerald Brown, Parks Director, Sunset Hills
Chris Conway, Parks Director, Ballwin
Kyle Henke, Parks Director, Kirkwood
Brendan Kane, Parks Director, Bridgeton
Jimmy Kirincich, Parks Director, Bellefontaine Neighbors
Katy Nieman, Parks Director, Rock Hill
Cheryl Thompson-Stimage, Parks Director, Florissant

cc: Chief Administrative Officers
Park Directors

Commissioner
**Shauna
McWoods**
District 1

Commissioner
Thomas Schlag
District 2

Commissioner
Ray Slama
District 3

Commissioner
Mark Goldstein
District 4

Commissioner
Jim Brasfield
District 5

Commissioner
Lindsey Swanick
District 6

Commissioner
Linda Bruer
District 7

Commissioner
**Eric
Gruenfelder**
Ex-Officio Parks
Representative

Commissioner
Mark Perkins
Ex-Officio City
Administrator

Pat Kelly
Grant
Administrator

Round 24 Municipal Park Grants Awarded
10/19/2023

| <u>City</u> | <u>Park</u> | <u>Amount</u> | <u>Project</u> |
|------------------|------------------------------------|---------------|--|
| Ballwin | Vlasis Park | \$ 575,000 | Playground renovation |
| Bel-Nor | Clearview Park | \$ 198,442 | New playground |
| Black Jack | Norm McCourt Park | \$ 410,000 | New playground |
| Bridgeton | Gentry Park | \$ 465,000 | New restroom, playground |
| Chesterfield | Miracle Field | \$ 546,250 | Field rehabilitation, new playground |
| Clayton | Shaw Park | \$ 525,000 | Ballfield renovation |
| Crestwood | Whitecliff Park | \$ 465,000 | New restroom, parking |
| Dellwood | Recreation Center | \$ 350,000 | Repurpose for multi-use courts |
| Ellisville | Mockingbird Park | \$ 441,235 | Park & playground renovation |
| Eureka | Community Center | \$ 465,000 | Fitness equipment, building renovation |
| Florissant | St. Ferdinand Park | \$ 575,000 | New bandshell |
| Hazelwood | Pershall Park | \$ 525,000 | Restroom, shelter, courts |
| Kirkwood | Little Mitchell Park | \$ 517,025 | New shelter, entryway, mister |
| Maryland Heights | Parkwood Park | \$ 88,736 | New playground, pickleball courts |
| Overland | Wild Acres Park | \$ 465,000 | Lake & trail renovation, add pier |
| Pacific | Red Cedar Park | \$ 100,000 | Visitor Center restaurant renovation |
| Rock Hill | Hudson School Playground | \$ 346,589 | Playground renovation |
| St. John | Home Heights Park | \$ 92,079 | Additional restroom |
| St. John | St. John, Home Heights, Reed Parks | \$ 317,764 | Playground renovation |
| University City | Millar Park | \$ 575,000 | Baseball field renovation |
| Valley Park | Meramec Levee Park | \$ 410,000 | Ballfield lighting, walkways |
| Wildwood | Village Green Park | \$ 575,000 | Restroom, plumbing |
| | | \$ 9,028,120 | |

Grantee: University City
Funding Cycle: Round 24
Grant Amount: \$575,000

MUNICIPAL PARK GRANT COMMISSION

GRANT AGREEMENT

This Grant Agreement is entered into and effective this 25th day of October, 2023, by and between the Municipal Park Grant Commission, hereinafter referred to as “Commission” and the City of University City, Missouri, hereinafter referred to as “Grantee” and is subject to the following terms and conditions.

1. Statement of Work

- (a) Grantee agrees to accomplish the project scope at Millar Park.

The Scope of Work shown on Exhibit A shall be completed and grant funds shall be used as indicated on Exhibit A. The Commission has allocated the grant amount and approved only certain amounts for the various elements of the Project as specified on Exhibit A. The amount approved for each part of the Project is the stated dollar amount; unused funds for one element of the Project cannot be used for other elements of the Project without approval of the Commission. The Grantee’s “Match” as reflected on Exhibit A is based merely on the cost estimate provided; in the event that the actual cost of the work exceeds the cost estimate, Grantee shall be responsible for such costs and Grantee’s responsibility shall not be limited to the “Match” set forth on Exhibit A or in the grant application.

Scope of Work

See Exhibit A, attached hereto and incorporated herein.

The Grantee (by Grantee or by its public partners) agrees to complete the Scope of Work and to pay the remaining costs for the items listed in the scope of work which are not covered by the grant. And, Grantee agrees to pay for any and all costs above the grant amount to complete the scope of work.

Subject to the other remedies set forth in this Agreement, if there are any items listed in the project scope that are not completed, an appropriate amount will be deducted from the total grant amount awarded; the deduction shall be determined by the Commission and may be based on the costs submitted in the application, bid prices, or other reasonable methodology. Additionally, if a particular item listed in the project scope is completed for a cost which is less than the dollar amount allocated for that particular item, the total grant amount shall be reduced accordingly. However, upon prior approval of the Commission or its designee, up to fifteen percent (15%) of the total grant amount may be moved from one line item to another; provided however, that the entire scope of work shall be completed in accordance with this Agreement and funds may not be moved to alter or increase the nature or scope of any element of the Project. This exception is intended to cover minor cost changes experienced between the time the application was submitted and the time that final bids are received or to slightly modify plans to address unforeseen construction issues. Grantee shall seek written consent within five (5) days of notice of such cost changes.

Only those construction design costs, engineering costs and construction management costs expressly approved by the Commission and specifically set forth in the project scope shall be reimbursed to the Grantee. If no such items are set forth in the project scope, then such costs have not been approved

and no grant funds shall be used for such costs or shall be reimbursed for such costs. When approved, consultant costs attributable to design and engineering services shall not exceed nine percent (9%) of the total Project cost and consultant costs attributable to bidding and construction management shall not exceed six percent (6%). No reimbursement shall be made to Grantee for consultant costs incurred prior to the execution of this Agreement.

Grantee understands that no reimbursement will be made for any cost or expense associated with municipal supplies and labor; equipment rental; or purchase of construction or maintenance equipment to be owned by Grantee. When an approved application includes installation of facilities by municipal employees at municipal costs, the Commission will reimburse for products and materials approved and included in the project scope set forth above.

All items should meet Americans with Disabilities Act (ADA) standards if practical (*see*, Paragraph 16 of this Agreement). The scope of an item may be slightly modified to comply with ADA but should be similar to the items listed above.

Treated wood products must be free of harmful chemicals.

The City shall post signage for purposes of the Project during construction and for a minimum of sixty days following installation or construction of the Project. Grantee may use signs provided by the Commission or may provide its own sign, which includes, in four-inch letters, acknowledgement of the grant awarded by the Municipal Park Grant Commission. This acknowledgement may be accomplished by stating, "This Project, or a portion thereof, was paid for by a Grant received from the Municipal Park Grant Commission of St. Louis County." In lieu of posting signage during construction, Grantee may install, in the Project area, permanent plaques, provided by the Commission or provided by the Grantee, acknowledging the grant awarded by the Commission.

(b) The term of this Agreement shall be from the effective date of this Agreement (as defined in Section 25 of this Agreement) until **June 30, 2025**, unless sooner terminated as provided herein. The Project shall be completed, the Grantee's final report shall be submitted, and the final inspection must be completed or scheduled on or before the date set forth in this subsection (b).

(c) Grantee agrees to provide interim status reports for the work to be performed under this contract from time to time as may be requested by the Commission.

(d) The final report shall be due within fifteen days of the completion of the Project. The final report may be included in the submission attached hereto as Exhibit B and shall include the following:

1. Date the Project was completed.
2. Final budget for the Project, including a description of the portion of the Project funded by the Grant and a description of the other portions of the Project completed by funds other than the Grant.
3. Photographs of the Project, if possible; and
4. An evaluation of the Project results and benefits, including how the original expectations were met.

(e) In the event that Grantee engages an independent consultant to assist with Grantee's project, such consultant should not be primary point of contact between the Commission and Grantee. Grantee must review and expressly approve all requests for extensions, requests for reallocation of grant funds and all requests for changes to the Scope of Work submitted by an independent consultant on Grantee's behalf. If the Grantee's approval is not clearly reflected in such request, the request will not be

acted upon by the Commission.

2. Representations of Grantee

The Grantee represents and warrants to the Commission as follows:

(a) *Organization and Authority.* The Grantee (1) is a municipal corporation located in St. Louis County and existing pursuant to the laws of the State of Missouri, and (2) the persons executing this Agreement on behalf of the Grantee have the power and authority to execute this Agreement on behalf of the Grantee, to develop the Project as described in Section 1 of this Agreement and to execute and deliver any documents required to be executed and delivered by it in connection with this Agreement and to carry out its obligations hereunder and thereunder.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of any agreement to which the Grantee is a party or by which it or any of its property is bound, or any of the rules or regulations applicable to the Grantee or its property of any court or other governmental body.

(c) *Licenses, Permits and Approvals.* The Grantee has or has the ability to obtain all necessary licenses and permits to develop the Project as described in Section 1 of this Agreement under the laws of the State of Missouri and the Grantee will obtain when necessary, all requisite approvals of federal, state, regional and local governmental bodies relating to the Project. The Grantee's Project will be, in all material respects, in compliance with all applicable federal, state and local laws, rules, regulations, codes and ordinances.

(d) *Pending Litigation.* No litigation, proceedings or investigations are pending, or, to the knowledge of the Grantee, threatened against the Grantee seeking to limit the development of the Project, or which would in any manner challenge or adversely affect the powers of the Grantee to enter into and carry out the transactions described in or contemplated by the terms and provisions of this Agreement or any other documents to which it is a party.

(e) *Full Disclosure.* The information provided to the Commission related to the Project does not contain any untrue or misleading statement of a material fact or omit to state a material fact. There is no fact which the Grantee has not disclosed to the Commission in writing which materially affects adversely or, so far as the Grantee can now foresee, will materially affect adversely the financial condition of the Grantee, its ability to own and operate its properties or its ability to develop the Project.

(f) *Environmental Laws.* The Grantee is, to the best of its knowledge, in all material respects, in compliance with all federal, state and local environmental laws, ordinances, regulations and rulings (collectively, "Environmental Laws"); the Grantee has received no notice of any alleged violation of any Environmental Laws; and the Grantee will continue to comply, in all material respects, with all Environmental Laws.

3. Payment

Commission agrees to grant to Grantee an amount not to exceed the sum of **\$575,000.00** for accomplishment of the work related to the Project (described in Section 1(a) above).

Subject to the other remedies set forth in this Agreement, if there are any items listed in the project scope that are not completed, an appropriate amount will be deducted from the total grant amount awarded; the deduction shall be determined by the Commission and may be based on the costs submitted

in the application, bid prices, or other reasonable methodology. Additionally, if a particular item listed in the project scope is completed for a cost which is less than the dollar amount allocated for that particular item, the total grant amount shall be reduced accordingly subject to the exception set forth in Section 1 of this Agreement.

The Commission shall make disbursements of the grant to the Grantee, and the Grantee shall receive such proceeds from the Commission, for the purposes and upon the terms and conditions provided in this Agreement.

Grant funds will be disbursed to Grantee as reimbursement for Project costs incurred by the Grantee. Disbursements shall be made upon final completion of the Project as outlined in the Scope of Work. However, if the grant is awarded for only certain items or components of a large, multi-faceted Project, upon consent of the Commission, disbursements may be made upon completion of those items or components subject to repayment of the grant to the Commission in the event that the overall Project is not completed.

Reimbursement funds will only be disbursed upon presentation of a written request by the Grantee on a form approved by the Commission and following an inspection of the Project.

A disbursement request form is attached hereto as Exhibit B; however, the Commission may make any changes to the request form it deems advisable during the term of this Agreement. All request forms shall be accompanied by supporting documents to evidence the expenditure related to the development of the Project, a summary of completed activities for which grant funds are requested, and a certification by the Grantee that all materials, supplies and contractual services were properly bid and that the expenditures in all other respects conform to applicable law.

As a condition of disbursement, Grantee shall make the Project grounds available for inspection by a Commission designee.

4. Completion of the Project

(a) The Grantee shall cause the Project to be diligently and continuously pursued and to be completed with reasonable dispatch, but in no event later than the date listed in Section 1(b).

(b) The Grantee agrees that if the Project cost estimate is exceeded for any reason and the amount of the grant is not sufficient to complete the Project, Grantee will provide, from its own funds, all moneys necessary to complete the Project substantially in accordance with the Grantee's application for the grant related to the Project.

(c) The Grantee understands that if the Project described in this Agreement is completed for an amount less than that approved by Commission, then the Commission will only reimburse the actual cost of the Project.

(d) The Grantee may make, authorize or permit such changes or amendments in the Project as it may reasonably determine to be necessary or desirable; provided, however, that no such change or amendment shall be made to the Project that would cause a material change in the cost, scope, nature, or function of the Project, unless the Grantee shall have obtained the prior written consent of the Commission. Grantee agrees to provide all funding for all such changes and amendments.

5. Bids

Grantee acknowledges through the acceptance of the grant that a competitive bidding procedure shall be utilized for the acquisition of supplies, materials, equipment, and all contractual services, with the exception of professional services. Such competitive bidding procedure shall also be utilized for all change orders which alter the Scope of Work.

If Grantee has its own formal purchasing policies and ordinances requiring certain bidding procedures, Grantee may follow its own policies and ordinances and subparagraphs (a) through (g) of this Section 5 shall not apply to Grantee.

If Grantee does not have formal purchasing policies or ordinances containing bidding procedures, Grantee agrees to follow the bidding procedure set forth in subparagraphs (a) through (g) of this Section 5.

Regardless of the bidding procedures followed, copies of all advertisements, notices, bid packages, bid forms, bond forms, bids, proposals, contracts for goods and services and all other documents related to materials, supplies or contractual services for completion of the Project shall be made available to the Commission upon request.

(a) *Formal Written Bids Required.* Supplies, materials, equipment and contractual services (except professional services) needed for the Project shall be procured only after advertisement and receipt of formal written bids when the value of the procurement is in excess of three thousand dollars (\$3,000.00). No contract or purchase shall be subdivided to avoid competitive bidding procedures.

(b) *Advertisement / Notice.* Such bids shall be invited through a notice published in a newspaper of general circulation in the county, at least two (2) weeks prior to the date specified for submission of bids. A public notice shall also be posted in a prominent and public place in the City. Such notice shall include: A general description of the item or items to be purchased; the conditions of such purchase; the place where specifications and bid forms may be secured; the time and place for submitting such bids; the time and place for acceptance of bids. Grantee may also solicit bids by mailing copies of the specifications and bidding documents to prospective vendors.

(c) *Sealed Bids.* All bids shall be sealed, shall be identified as bids on the envelope and shall be submitted within the time and at the place stated in the public notice inviting bids. The time of receipt of each bid shall be entered by the receiving employee on the envelope containing such bid. The Grantee shall publicly open all bids at the time and place designated in the notice to bid.

(d) *Prevailing Wage.* Prevailing wage shall be paid on all projects as required by Section 290.230 R.S.Mo. The prevailing wage information must be provided before advertisement for bids (Sections 290.320 and 290.325 R.S.Mo.) and must be incorporated into the Grantee's contracts related to the Project (Section 290.250 R.S.Mo.).

(e) *Performance and Payment Bonds.* Grantee shall require all contractors to furnish to Grantee performance and payment bonds as required by Section 107.170 R.S.Mo.

(f) *Award of Contract.* Grantee shall select the lowest responsible bidder. In determining whether a bidder is qualified, Grantee shall consider the experience of the bidders and shall check all references for bidders prior to award of the contract. If a bidder has failed to list references for the particular type of work solicited, the bid shall be rejected.

(g) *Professional Services.* Unless an architect, engineer, planner, land surveyor or other similar consultant is already under contract, Grantee may hire such qualified professionals after soliciting

qualifications and negotiating a fee proposal from the most qualified firm.

6. Records

The Grantee shall keep proper books of record and account, in which full and correct entries shall be made of all dealings or transactions of or in relation to the properties, business and affairs of the Grantee and the Project in accordance with generally accepted accounting principles.

The Grantee shall at any and all reasonable times, upon the written request of the Commission and at the expense of the Grantee, permit the Commission by its representatives to enter and inspect or audit the properties, books of account, records, reports and other papers of the Grantee relating to the Project, except personnel records, and to take copies and extracts therefrom, and will afford and procure a reasonable opportunity to make any such inspection, and the Grantee shall furnish to the Commission any and all information as the Commission may reasonably request, and at the expense of the Grantee, including such statistical and other operating information requested on a periodic basis, in order to enable the Commission to make any reports required by law or governmental regulations and to determine whether the covenants, terms and provisions of this Agreement have been complied with by the Grantee.

7. Grantee's Continuing Obligation to Maintain and Use Improvements

Grantee acknowledges that, unless otherwise specifically provided, improvements funded by Commission grants shall be presumed to have a minimum useful life of ten (10) years, absent acts of God, unforeseen health or safety concerns, or other extraordinary circumstances as may be determined by the Commission in its sole discretion.

Therefore, Grantee shall maintain in good condition, operate and use the improvements for public benefit continuously throughout that ten (10) year period as measured from the date of reimbursement by the Commission to the Grantee with respect to the specific improvement in question.

If Grantee shall fail to so maintain, operate and use the funded improvement, the Commission may, after affording the recipient an opportunity to be heard and in addition to any other remedies available at law or in equity, disqualify the recipient from grant eligibility for the unused portion of the presumed minimum useful life and/or recover that percentage of the funding grant at issue equal to the unused portion of the presumed minimum useful life.

This provision shall survive expiration or other termination of this Agreement.

8. Authority to Contract

The Grantee shall not have the authority to contract for, or on behalf of, or incur obligations on behalf of the Commission. However, the Grantee may contract with qualified providers of services, provided that any such contract shall acknowledge the binding nature of this Agreement, and incorporate this Agreement, together with its attachments. The Grantee agrees to be solely responsible for the performance of any contractor.

9. Compliance with Laws and Regulations

The Grantee shall conduct its affairs and carry on its business and operations in such manner as to comply with any and all applicable laws of the United States of America and the several states thereof and to observe and conform to all valid orders, regulations or requirements of any governmental authority applicable to the conduct of its business and operations and the development of the Project, including

without limitation environmental laws, orders or regulations.

10. Licenses and Permits

The Grantee shall procure and maintain all licenses and permits necessary or desirable in the operation of its business and affairs and the development of the Project.

11. Indemnity

The Grantee shall indemnify and hold harmless the Commission and its directors, officers, employees and agents from and against all loss, liability, damage or expense arising out of the execution of this Agreement, including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority arising out of or in any way connected with the Project, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Project. The Grantee shall also indemnify and hold harmless the Commission and its directors, officers, employees and agents from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them in any action or proceeding brought by reason of any such claim, demand, expense, penalty, fine or tax. If any action or proceeding is brought against the Commission or its directors, officers, employees or agents by reason of any such claim or demand, the Grantee, upon notice from the Commission, covenants to resist and defend such action or proceeding on demand of the Commission or its directors, officers, employees or agents. The Grantee shall also indemnify and hold harmless the Commission from and against, all costs, expenses and charges, including reasonable counsel fees, incurred after default of the Grantee in enforcing any covenant or agreement of the Grantee contained in this Agreement.

12. Events Constituting Default

The term "**event of default**" wherever used in this Agreement, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default of any covenant or agreement of the Grantee in this Agreement, and continuance of such default or breach for a period of **30** days after there has been given to the Grantee by the Commission a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such **30-day** period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Grantee shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(b) any representation or warranty made by the Grantee in this Agreement or in any written statement or certificate furnished to the Commission proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within **30** days after there has been given to the Grantee by the Commission a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such **30-day** period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Grantee shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(c) the entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Grantee, or adjudging the Grantee as bankrupt or insolvent, or approving as properly filed a

petition seeking reorganization, adjustment or composition of or in respect of the Grantee under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for the Grantee or any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order remains unstayed and in effect for a period of **90** consecutive days; or

(d) the commencement by the Grantee of a voluntary case, or the institution by it of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by it to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Grantee or any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability or its failure to pay its debts generally as they become due, or the taking of corporate action by the Grantee in furtherance of any such action.

13. Exercise of Remedies by the Commission Upon Default

Upon the occurrence and continuance of any event of default under this Agreement, unless the same is waived as provided in this Agreement, the Commission shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(a) *Right to Bring Suit, Etc.* The Commission may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to realize on or to foreclose any of its interests or liens under this Agreement, to enforce and compel the performance of the duties and obligations of the Grantee as set forth in this Agreement and to enforce or preserve any other rights or interests of the Commission under this Agreement existing at law or in equity.

(b) *Termination of Disbursements.* To terminate the obligation to disburse any further proceeds of the grant and to require the Grantee to repay moneys advanced prior to the date of receipt of notice of termination from the Commission, together with interest at the statutory rate as of the termination of the obligation to make disbursements, plus one percent.

If the Grantee should default under any of the provisions hereof, and the Commission shall employ attorneys or incur other expenses for the enforcement or performance of any obligation or agreement on the part of the Grantee, the Grantee will on demand pay to the Commission the reasonable fees of such attorneys and such other expenses so incurred.

14. Rights and Remedies Cumulative

No right or remedy herein conferred upon or reserved by the Commission is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

15. Termination / Return of Grant Funds

Upon the occurrence, and continuance after the appropriate notice period as set forth in this

Agreement, of any event of default under this Agreement, this Agreement shall automatically terminate.

Upon the termination of the Agreement by virtue of the expiration of the term of the Agreement, an event of default, or for any other reason, all grant funds which have been given to the Grantee for the Project shall be returned to the Commission immediately upon termination of the Agreement.

16. Nondiscrimination

Grantee agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

17. Compliance with Americans with Disabilities Act

Grantee agrees to comply with the Americans with Disabilities Act (ADA) in that no person shall on the grounds of a disability be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this program.

18. Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

19. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

20. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

21. Notices

All notices and communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the location set forth below or at a place designated hereafter in writing.

Commission:

Municipal Park Grant Commission
C/O Municipal League of Metro St. Louis
11911 Dorsett Rd.
Maryland Heights, Missouri 63043

Grantee:

22. Successors to Interest

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

23. Severability

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction, to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

24. Waiver

The failure of the Commission to enforce any provisions of this Agreement shall not constitute a waiver by the Commission of that or any other provision.

25. Effective Date of Agreement

The effective date of this Agreement shall be that date shown on the first page of this Agreement.

26. Entire Agreement

This Agreement constitutes the entire agreement between the parties. Exhibits A and B are attached hereto and incorporated herein as if fully set forth. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representation, oral or written, not specified herein regarding this Agreement. Grantee, by the signature below of its authorized representative, hereby acknowledged that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date entered above.

**Exhibit A - Scope
City of University City - Millar Park**

| Part 1 | Project | Match | Grant |
|------------------------------------|------------------|------------------|------------------|
| Project Cost (100%) | Cost | Match | Award |
| Demolition Fencing, Backstop | | | 0 |
| dugouts, concrete install | | | 0 |
| new concrete and fencing | 267,645 | 241,946 | 25,699 |
| Strip existing turf, perform | | | 0 |
| heavy earth/subgrade work, | | | 0 |
| laser level outfield, sod, | | | 0 |
| and add warning track. | 399,617 | | 399,617 |
| Provide and install new | | | |
| infield material/sod | | | 0 |
| and laser grade, build | 149,684 | | 149,684 |
| mound, and irrigation of field. | | | 0 |
| Total Part I | \$816,946 | \$241,946 | \$575,000 |
| Part 2 | Project | | |
| Aesthetics Items (50%) | Cost | Match | Grant |
| | | | 0 |
| | | | 0 |
| Matching Funds | | | 0 |
| Total Part 2 | \$0 | \$0 | \$0 |
| Part 3 | Project | | |
| (A-9% & B-6%) | Cost | Match | Grant |
| A - Architect, Engineering | 58,054 | 58,054 | 0 |
| B - Construction Management | | | 0 |
| Total Part 3 | \$58,054 | \$58,054 | \$0 |
| GRAND TOTALS | Project | | |
| | Cost | Match | Grant |

| | | | |
|--------------|------------------|------------------|------------------|
| Total | \$875,000 | \$300,000 | \$575,000 |
|--------------|------------------|------------------|------------------|

| | | | |
|---------------------------|------------------|-------------------|--------------|
| Project total Cost | \$875,000 | Part 3 (A) | 6.63% |
| Total Match | \$300,000 | (B) | 0.00% |
| Grant Amount | \$575,000 | | |
| | | Match % | 34% |

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



| | |
|---|----------------------|
| NUMBER: <i>For City Clerk Use</i> | CA20231127-05 |
|---|----------------------|

| | | | |
|---|--|--|------------------|
| SUBJECT/TITLE: Police Department purchase of camera surveillance equipment to be used in Heman Park and Millar Park | | | |
| PREPARED BY: Chief Larry Hampton | | DEPARTMENT / WARD: Police Department | |
| AGENDA SECTION: | Consent | CAN ITEM BE RESCHEDULED? | No |
| CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Managers recommends approval. | | | |
| FISCAL IMPACT: Upgrading camera surveillance to capture illegal activity in Heman Park and Millar Park. The fiscal impact will be light and absorbed in UCPD budgetary annual licensing accounts. | | | |
| AMOUNT: | \$33,963.25 | ACCOUNT No.: | #14-50-90-8100 |
| FROM FUND: | CIP Surveillance Camera Equip #15-30-90-8200 | TO FUND: | Camera Equip CIP |
| EXPLANATION: The Police Department is requesting the purchase of camera surveillance equipment for increased security measures in Heman Park and Millar Park. | | | |

| |
|--|
| STAFF COMMENTS AND BACKGROUND INFORMATION: Will Electronics is quoted for providing the department all build-up, support, and installation to these projects. Heman Park is quoted as \$21,211.06 and Millar Park is quoted as \$12,752.19. This totals \$33,963.25 to bring increased security measures to prominent parks here in University City, MO. |
|--|

| | |
|--|--|
| CIP No. | |
| RELATED ITEMS / ATTACHMENTS: Will Electronics quotes and original CIP approved form attached | |

| | |
|---|----------------------------|
| LIST CITY COUNCIL GOALS (S): Public Safety Prudent Fiscal Management | |
| RESPECTFULLY SUBMITTED: | City Manager, Gregroy Rose |
| MEETING DATE: | 11/27/2023 |



A RapidFire Company
SAFETY & SECURITY

9789 Reavis Park Drive
St. Louis, MO 63123
(314) 351-1896
FAX (314) 351-1885
Toll-free (800) 973-2288

QUOTE # 0123058

October 09, 2023

Larry Hampton
City of University City Police Department
6801 Delmar Blvd.
University City, Mo 63130

RE: Heman Park

Dear Chief Hampton:

We are pleased to submit this proposal for your consideration.

OBJECTIVE: HEMAN PARK - PAVILIONS & ROADWAY CAMERA COVERAGE

SOLUTION: We propose to provide and install the listed equipment for the video monitoring of three (3) park pavilions and surrounding park pedestrian and traffic ways. Cameras and supporting equipment will be mounted on a pole, which will be installed between the two southern pavilions and connected to electrical service provided by the customer. Wireless antennas will be installed at the pole, identified bathhouse, and current camera pole with access to the customer's local area network. Cameras will be aimed, focused, and enrolled into the customer's Genetec system.

* Pole installation and electrical connection services are provided under this proposal. Approvals and minor visual obstruction removals are to be provided by the customer.

- 2 VIVOTEK OUTDOOR UNMANAGED 4 POE ENCLOSURES W/WL
- 2 AXIS 15MP MULTI-IMAGE VANDAL CAMERA W/IR
- 2 AXIS POLE MOUNT(S)
- 2 AXIS WALL MOUNT(S)
- 1 AXIS 2MP BULLET VANDAL CAMERA W/IR
- 4 UBIQUITI NANOBEAM GEN-2 CPE TX/RX ANTENNA(S)
- 4 UBIQUITI EXTERIOR POE ADAPTER(S)
- 3 GENETEC GSC/OMNICAST PROFESSIONAL CAMERA LICENSES
- 3 GENETEC ADVANTAGE PROFESSIONAL CAMERA 1YR SMA
- 1 BUCKET TRUCK
- 1 ELECTRICAL SUBCONTRACTOR SERVICES

| | |
|--------------------------------|--------------------|
| TOTAL INVESTMENT AMOUNT | \$21,211.06 |
|--------------------------------|--------------------|



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9789 Reavis Park Drive
St. Louis, MO 63123
(314) 351-1896
FAX (314) 351-1885
Toll-free (800) 973-2288

QUOTE # 0123060

October 09, 2023

Chief Larry Hampton
City of University City Police Department
6801 Delmar Blvd.
University City, Mo 63130

RE: Millar Park

Dear Chief Hampton:

We are pleased to submit this proposal for your consideration.

OBJECTIVE: MILLAR PARK - SECURITY CAMERA COVERAGE

SOLUTION: We propose to provide and install the listed equipment, as follows.

1. Two (2) wide FOV vandal cameras, with battery backup, and cellular radio will be mounted on a pole provided by the customer. The electrical service for this pole is switched and will be connected to the Power Sentry enclosure with backup battery. A cellular modem will be installed within the enclosure and configured for access to the customer's local area network. A cellular SIM card to be provided by the customer. Cameras will be aimed, focused, and enrolled into the customer's Genetec system. As this is a cellular solution, camera storage and real-time preview will be limited to local and streamed services.

* Existing light standards and switched power to be provided by the customer.

- 1 POWER SENTRY DUAL CAMERA W/CELLULAR COMM & BACKUP
- * POWER SENTRY BATTERY SECTION (DUAL) + 35AH AGM
- * AXIS P1455-LE 4MP VF VANDAL DOME CAMERAS (X2)
- * CRADLEPOINT CELLULAR MODEM W/IBR600 ANTENNAS
- * AXIS U10 CLASS 3 256GB MICROSD CARD (X2)
- 2 GENETEC GSC/OMNICAST PROFESSIONAL CAMERA LICENSES
- 2 GENETEC ADVANTAGE PROFESSIONAL CAMERA 1YR SMA
- 1 ELECTRICAL SUBCONTRACT SERVICES

| | |
|--------------------------------|--------------------|
| TOTAL INVESTMENT AMOUNT | \$12,752.19 |
|--------------------------------|--------------------|

**Capital Improvement Plan
City of University City, Missouri**

FY '23 thru FY '27

Department Police Department
 Contact Police Chief
 Type Equipment
 Useful Life 10 years
 Category Equipment: Miscellaneous
 Priority 1 Critical

Project # PD23-01
 Project Name Surveillance Camera

Description Total Project Cost: \$45,000
 Crime prevention surveillance camera to be purchased, and installed in selected Parks.

Justification
 Surveillance tool needed to facilitate crime reduction and the fear of crime in parks throughout the City.

| Expenditures | FY '23 | FY '24 | FY '25 | FY '26 | FY '27 | Total |
|----------------------------|---------------|--------|--------|--------|--------|---------------|
| Equip/Vehicles/Furnishings | 45,000 | | | | | 45,000 |
| Total | 45,000 | | | | | 45,000 |

| Funding Sources | FY '23 | FY '24 | FY '25 | FY '26 | FY '27 | Total |
|------------------------------|---------------|--------|--------|--------|--------|---------------|
| Public Safety Sales Tax Fund | 45,000 | | | | | 45,000 |
| Total | 45,000 | | | | | 45,000 |

Budget Impact/Other