



MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, September 8, 2025
6:30 p.m.

AGENDA

- A. MEETING CALLED TO ORDER**
- B. ROLL CALL**
- C. APPROVAL OF AGENDA**
- D. PROCLAMATIONS (Acknowledgement)**
 - 1. University City Senior School Class of 1975 Celebrating 50th Class Reunion
- E. APPROVAL OF MINUTES**
 - 1. August 11, 2025 Draft Regular Meeting Minutes
- F. APPOINTMENTS to BOARDS AND COMMISSIONS**
- G. SWEARING IN TO BOARDS AND COMMISSIONS**
 - 1. Jane Schaefer to be sworn in to the Arts and Letters Commission.
 - 2. Hope Horn was sworn in to the Arts and Letters Commission on August 28th in the clerk's office.
- H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**
Request to Address the Council Forms are located on the ledge just inside the entrance of the Council Chambe. Please complete and place the form in the basket at the front of the room.

The public may also submit a written comment ahead of the meeting. 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 the City Council prior to the meeting. Comments will be made as 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 comment provided will not be recorded in the official record.

- I. COUNCIL COMMENTS**
- J. PUBLIC HEARINGS**
 - 1. A public hearing related to the 711 and 717 Kingsland Community Improvement District and the City's Taxable Industrial Revenue Bonds (711 Kingsland Ave. Project), Series 2025
 - 2. A public hearing to receive public comments on the use of the remaining Committee for access and Local Origination Programming (CALOP) funds.
- K. CONSENT AGENDA (1 voice vote required)**
 - 1. Ratification – Sanitation truck 41 transmission repair
 - 2. Contract for GEMT processing and Collections
 - 3. Annual Replacement of refuse container
 - 4. MGT Contract - Interim Parks, Recreation, and Public Areas Maintenance Director
 - 5. Emergency Server Purchase 09.08.2025
 - 6. FY24 Façade Improvement Fund Transfer
 - 7. Right-of-Way Easement Deed to MoDOT for Olive Boulevard ADA Sidewalk Installation in Heman Park.
- L. CITY MANAGER'S REPORT – (voice vote on each item as needed)**
 - 1. City Manager Updates
 - 2. Economic Development Software - Civic Serve
 - 3. Proposed Parking Meter Solution
 - 4. Letter Agreement to Provide Project Management Services for FEMA **FMA** Flood Buyout Program
 - 5. Letter Agreement to Provide Project Management Services for FEMA **HMGP** Flood Buyout Program

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

1. **BILL 9573** - AN ORDINANCE AMENDING CHAPTER 110 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO ADMINISTRATION, BY REPEALING SECTION 110.040 THEREOF, RELATING TO DISCLOSURE OF CONFLICTS OF INTEREST, AND ENACTING IN LIEU THEREOF A NEW SECTION TO BE KNOWN AS "SECTION 110.040 DISCLOSURE OF CONFLICTS OF INTEREST."
2. **BILL 9574** – AN ORDINANCE APPROVING A FINAL PLAT FOR A MINOR SUBDIVISION OF LAND AT 7498 DELMAR BOULEVARD.

N. NEW BUSINESS

Resolutions (voice vote required)

1. **Resolution 2025-11** - A Resolution Approving The Issuance Of Notes By The Industrial Development Authority Of University City, Missouri To Finance The Acquisition And Rehabilitation Of Parkview Place Apartments

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

2. **BILL 9575** - AN ORDINANCE APPROVING CERTAIN AMENDED DOCUMENTS RELATING TO THE 711 AND 717 KINGLAND COMMUNITY IMPROVEMENT DISTRICT AND THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (711 KINGSLAND AVENUE PROJECT), SERIES 2025

O. COUNCIL REPORTS/BUSINESS

1. Board 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

NOTE (6/20/25 Update):

- Effective Monday, June 23rd – the EAST parking lot and entrance from Sgt. Mike King Dr. (wood ramp) will be **CLOSED**.
- Parking and handicap entrance to the building will resume on the WEST side parking lot (Trinity Ave.).
- **The only entrance for City Council meetings will be via the WEST side door (Trinity Ave.)**

Posted September 5, 2025.



**PROCLAMATION
OF THE
CITY OF UNIVERSITY CITY**

WHEREAS; the 453 graduates of the University City High School Class of 1975 represented diversity at its best; that is, a variety of ethnicities, income levels, religions, and family backgrounds who went on to excel academically, artistically, athletically, and in other community pursuits; and

WHEREAS; the University City High School Class of 1975, under the leadership of Dr Earl Beeks, and the distinguished faculty and staff exemplified the best in public school education through the High School of the Arts, U City Jazz Week, the Cooperative Work Experience (C.O.E), and the early graduation programs developed to address the needs of the student body, which many believed was the most diverse in the state of Missouri; and

WHEREAS; with the talents and commitment of the reunion planning committees the University City Class of 1975 reunited to celebrate their school community in 1985, 1995, 2000, and 2010; and

WHEREAS; the University City High School Class of 1975 will come together September 19–21, 2025 to celebrate more than fifty years of lifelong learning; and

WHEREAS; this proclamation will be presented on September 20, 2025 during their 50th Reunion, which will provide an opportunity for classmates to gather, reflect on the years gone by, share memories and laughter, and honor the legacy they have built; and

WHEREAS; this milestone also offers a chance to remember and pay tribute to those classmates and faculty who are no longer with us; and

WHEREAS; the City Council of University City MO would like to thank the University City High School class of 1975 for their contributions to not only this city but also to the state of Missouri, this country and the world.

NOW, THEREFORE, The City Council of University City in the State of Missouri do hereby officially proclaim this occasion as a celebration of a golden anniversary of camaraderie, friendship, and achievement. We extend our warmest congratulations and salute you for the bond that has kept the classmates connected over the past half-century.

WHEREOF, The City Council of University City in the State of Missouri have hereunto set our hands and caused the Seal of the City of University City to be affixed this 8th day of September in the year Two Thousand and Twenty-five.

SEAL

Councilmember John S. Tieman

Councilmember Steve McMahon

Councilmember Lisa M. Brenner

Councilmember Bwayne Smotherson

Councilmember Dennis Fuller

Mayor Terry Crow

Councilmember Stacy Clay

ATTEST

City Clerk, LaRette Reese

MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, August 11, 2025
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on Monday, August 11, 2025, 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 the Council were present:

Councilmember Stacy Clay
Councilmember John Tieman
Councilmember Steven McMahon; (*excused*)
Councilmember Lisa Brenner
Councilmember Dennis Fuller
Councilmember Bwayne Smotherson

Also in attendance were City Manager, Gregory Rose; City Attorney, John Mulligan, Jr.; Director of Planning & Zoning, Dr. John Wagner; Assistant City Manager, Brooke Sharp; Director of Public Works, Mirela Celaj, and Director of Parks, Recreation & Forestry, Darin Girdler.

C. APPROVAL OF AGENDA

Councilmember Brenner requested that Item K (5); Pershing Avenue Project, be moved to the City Manager's Report. It was seconded by Councilmember Tieman, and the motion carried unanimously.

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

D. PROCLAMATIONS (Acknowledgement)

None

E. APPROVAL OF MINUTES

1. July 14, 2025, Draft Regular Meeting Minutes were moved by Councilmember Fuller, it was seconded by Councilmember Brenner, and the motion carried unanimously, with the exception of Councilmember Smotherson, who was absent on the fourteenth.

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. Lorraine Hall was nominated for appointment to the Senior Commission by Mayor Crow in place of Councilmember Steve McMahon, it was seconded by Councilmember Tieman, and the motion carried unanimously.
2. Jane Schaefer was nominated for appointment to the Arts and Letters Commission by Mayor Terry Crow, it was seconded by Councilmember Tieman, and the motion carried unanimously.

3. Hope Horn was nominated for appointment to the Arts and Letters Commission by Councilmember Dennis Fuller, it was seconded by Councilmember Smotherson, and the motion carried unanimously.

G. SWEARING IN TO BOARDS AND COMMISSIONS

1. Ivy Jackson Davis was sworn into the Senior Commission on July 21st in the clerk's office.
2. Shannon McDonnell was sworn into the Pension Board on July 22nd in the clerk's office.

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.

Written comments must be received **no later than 12:00 p.m. on the day of the meeting.**

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Citizen Comments

Tom Sullivan, 751 Syracuse, U City, MO

Mr. Sullivan stated at the May 12th Council Meeting that he brought up the issue of streetlight poles and missing covers for the electrical connections at the bottom of what they call hand holes, where the light can be hooked up to the main electrical line. The absence of covers over these openings can lead to a dangerous situation, as they protect the high-voltage wires. In fact, some covers even state, "*Danger High-Voltage*". The City put tape around one of the poles, but left three others uncovered: 739 Westgate, the southwest corner of Leland and Clemmons, and 6840 Vernon. Mr. Sullivan stated he discovered these three poles while out walking, so it has to be assumed that there are others.

There also continues to be streetlights out:

- Olive & Kingsland;
- Three lights out across the street from Olive & Kingsland;
- Chamberlain east of Kingsland;
- Loop North in the alley by Heman;
- Midland, and
- Olive west of Pennsylvania

Mr. Sullivan stated as Chief Holmes says on his website, "*Adequate lighting deters potential criminal activity,*" and he believes that it is the City Manager's job to see that these lights are all working, not citizens. On some poles, their identification tag is 20 feet from the ground; should a citizen be expected to take a ladder out with them to get a tag number? He stated the City Manager is paid nearly \$200,000 a year. There is also a Deputy City Manager, Department Directors, and ten City Inspectors; three of whom are paid more than \$80,000 a year, so something is definitely wrong if all of these people combined are unable to keep the City's streetlights working.

Damaged dumpsters and dumpsters with no lids continue to be a problem. In addition to it being untidy, it's a health issue, especially when it rains. The alley behind All Saints on Clemmons points out this problem, and there are also tree branches that need to be picked up, and about 20 feet of electrical wire hanging down from a pole.

There is also a pile of branches on Cates by Westgate that he informed the City Manager about on July 1st and July 14th.

Mr. Sullivan concluded by stating you might have seen where the County Executive was indicted on four charges related to unlawfully spending public money on a ballot measure. This is the same thing the City did with Proposition F, and the School District did with Proposition U. Maybe both parties should consult with a criminal defense attorney, because they might need one. Thank you.

Zachary Finklestein, 7532 Liberty Avenue, U City, MO

Mr. Finklestein stated that tonight, he noticed several newcomers to this meeting appearing to be confused about how to enter the building. So, he would suggest that City staff place some additional signage on the front door, the elevator, and the stairs, directing them to the fifth floor.

Carl Cibulka, 1421 Coolidge Drive, U City, MO

Mr. Cibulka stated several months ago that he received a notice on his doorstep asking him not to park in front of his house on a specific date because they would be having a block party. When he asked the City Manager why people were being allowed to close off the street and stop traffic for a block party, he was informed that a petition had been filed seeking permission to hold the party. Mr. Cibulka stated that upon reviewing the petition, it only contained five or six names, and as a result, nobody came. However, on August 2nd, which was a Saturday night, another block party was held where they closed off Kempland and Coolidge. This time, there were over 200 people in attendance. Cars were parked up and down the street all the way to Woodson, which included about a dozen muscle cars that kept revving their engines, screeching their tires, and playing loud music. There was also alcohol being consumed, which resulted in broken glass being left on the street. He stated that when he called 911 to report the cars blocking the street, he was informed that they had a permit to hold the party, and that it was scheduled to end by 10 p.m. Upon calling the U City Police Department, he was informed that officers were already present, so what do you want me to do about it?

Mr. Cibulka stated in his opinion, the City Manager is not doing his job, in that he only seems to represent Blacks and the rich, while leaving everyone else to fend for themselves. He continues to allow these block parties that close off the streets in his neighborhood, which he feels is very unjust.

I. COUNCIL COMMENTS

None

J. PUBLIC HEARINGS

None

K. CONSENT AGENDA - (1 voice vote required)

1. Right-of-Way Easement Deeds to St. Louis County for Olive and Kingsland Road Improvement Project
2. St. Louis County Easement at 716 Kingsland Avenue
3. Police Department purchase of a 2025 Dodge Durango and a 2025 Ram Laramie
4. EDRST FY26 Funding
5. Pershing Avenue Project-STP-5402(620)- M & H Concrete Contractors Inc., *(moved to City Manager's Report)*

Councilmember Clay moved to approve Items 1 through 4 of the Consent Agenda, it was seconded by Councilmember Fuller.

Citizen Comments

Frank Ollendorff, 8129 Cornell Court, U City, MO

Mr. Ollendorff requested that Mannequins on the Loop be removed from the EDRST FY26 budget and replaced with 2.4 million dollars to complete the Streetscape Project, consisting of shaded and lighted sidewalks on Olive from Skinker to I-1/70. This is what the City Council promised would be the priority when they asked voters to approve the EDRST, and that was a 3 to 1 favorable vote. He stated that it would have been ludicrous to have asked citizens to approve this measure based on the promise of making the Mannequin Project their first priority. Therefore, he is asking that it be removed to fulfill that original promise.

Mr. Ollendorff stated that the amount of money budgeted for EDRST administration and personnel exceeds the maximum allowed by state law, which is 20%.

Voice vote on Councilmember Clay's motion carried unanimously.

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

1. City Manager Updates

Mr. Rose asked Dr. Wagner to provide Council with an update on the Buyout Program.

Flood Buyout Program

Dr. Wagner stated that staff has made a fair amount of progress on the two grants designated for flood buyouts: FMA (Flood Mitigation Systems) and the HMGP (Hazard Mitigation and Grant Program). The City has received two bids for the role of Project Manager, which are being reviewed to make sure they adhere to the advertising requirements within the State Procurement Guidelines that were suggested by SEMA. An email will be sent to SEMA tomorrow as a follow-up confirming their actions, and if that is acceptable, a final review of the bids will be conducted. In the meantime, staff, with the assistance of the Purchasing Manager, have developed templates for future RFPs, title work, appraisals, environmental work, etc.

Mayor Crow posed the following questions to Dr. Wagner:

Q. Has any of this information been communicated to the flood victims?

A. I have responded to all of the emails I've received on this topic, and as soon as their next steps are confirmed, I will send an email out to all of the flood victims.

Q. At this point, is everything that is left to be done either operational or administrative issues?

A. As far as I know, it is.

Q. So, there should be no more issues related to funding?

A. Yes, sir.

Councilmember Fuller posed the following questions to Dr. Wagner:

Q. Assuming this all goes well, is there a projected date for when these buyouts are slated to start?

A. Probably closer to winter. One of the firms we are seriously looking at has a lot of experience in this field, so if selected, the hope is that they will be able to pick up the pace.

Q. Are there a projected number of properties that will be able to participate?

A. We have 12 single-family homes and the Hefner Court Apartments as part of this process. However, SEMA has been adamant about our making sure that everybody knows this is strictly voluntary, and that they have the option to refuse FEMA's offer.

2. Agreement (Navigate) - Driving Range Project

Mr. Rose stated that staff is recommending that Council authorize a contract with Navigate to provide owner's representative services for the design and construction of the driving range at Ruth Park Golf Course.

Ms. Sharpe noted that representatives from Navigate were also present to assist her in answering any questions.

As a summary, the Driving Range has been closed for some time now, and bringing on Navigate is the first step towards getting this project back online. As you might recall, dirt from the Market at Olive Development was previously transferred to the range, but it was not properly graded or elevated.

Staff is proposing that Navigate represent the City throughout the entire process, from design through construction. The total cost for procurement, pre-construction, and construction is \$71,000, which will come from the Capital Improvement Fund. The procurement and pre-construction phase is estimated to take approximately eight months, and the construction phase is estimated to take five months. So, if approved tonight, this project will take approximately 13 months to complete.

Mayor Crow asked if there was any way to get this done any sooner, because if his recollection is correct, the range has already been closed for two years? Mr. Rose stated that's about accurate.

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

Councilmember Clay posed the following questions to Ms. Sharp:

Q. Can you break down what Navigate will provide that is different from what the City has the capacity to do?

A. Although the City does have an engineer on board, she already has several projects on her plate, which would make it difficult for her to provide full attention to this project. On the other hand, Navigate can focus 100% of their time on this project by serving as the Project Manager, assisting in the bidding process, the design process, the construction process, and handling any issues as they arise; similar to their role in the Annex/Trinity Renovation.

A. (Craig Schluter of Navigate Building Solutions): While Navigate certainly understands the urgency of this project, one reason for the longer schedule is that they have anticipated going through the entire process with MSD because of the bio-basins that need to be reworked as a result of erosion and grading. That process takes six months. But the plan is to do some early conceptual reviews with MSD to hopefully come up with strategies to move this project along as fast as possible. Following the State statute's process for issuing and reviewing the RFQ and procuring the design team is a two-month process. Once that is complete, their role as the City's advocate will be to bid the work out to various contractors, review all applications, handle all meetings, manage the construction process, provide quality assurance to mitigate any risks, and protect the City's interest.

Q. Just so I'm clear, are you saying that we can't leverage the work related to MSD's process that has already been done?

A. (Mr. Rose): We intend to leverage the work that has already been accomplished in any way that we can. However, the dirt that was brought in is only part and partial of why the range was going to be closed. There are problems with erosion, and the previous work that was done was done incorrectly, resulting in severe ruts in the surface. So, the goal is to get the work done right so we don't run into these same issues again in two or three years.

Councilmember Brenner asked Mr. Schluter if Navigate had experience with driving ranges or if they would be looking to procure someone with this experience? Mr. Schluter stated that while he does not have specific experience with driving ranges, Navigate has extensive experience with grading, erosion, and bio-basin projects. Navigate performed the Brentwood Bound Navigation Project, which is essentially what this is. So, they will not be the civil engineer on this project; however, they will be going through the State statute's process to assist the City with procuring a civil engineer who has experience in this type of work, and then managing that process based on their expertise.

Councilmember Smotherson stated in reviewing the Task Order, it appears as though post-construction services are not included. So, if Navigate is not going to play a role in the post-construction activities, is the City able to provide any guarantees that there will not be any delays and that the project will be completed by October 31, 2026? Mr. Rose stated the main reason for bringing Navigate on is because of the City's lack of knowledge and expertise in this area. They simply don't know what they don't know until they dive into the issues creating this erosion. So Navigate's role will be to advise the City on the grading or any major or minor changes that might be needed. Mr. Rose stated that he learned a long time ago that you can never guarantee anything associated with the timing of construction projects because there are just too many variables. But what he can assure Council is that getting the range back up and running is a very high priority.

Citizen Comments

Jim Rohfling, 840 Berick Drive, U City, MO

Mr. Rohfling stated that he has played golf at Ruth Park for 30 years, and while he is thrilled that this work is going to be done, he is disappointed with how the whole thing has been managed.

The City was made aware that there were erosion and issues with bio-swells back in 2008, but it wasn't until roughly five or six years ago that renovations were made to supposedly resolve those problems. And now, here we are again. According to one of the City's releases from a year ago, residents were informed that, *"The parking lot was going to be closed for one week. The driving range was going to be closed for three months. We will keep residents informed through updates on the website, news releases, flyers, and postings at the golf Course, to ensure transparency and address any concerns during the project duration."* None of that was ever done, and whenever he asked the staff at Ruth Park about what was going on, they stated that they had no idea. Even the Parks Commission seemed to have no idea about what was going on, and this was after the golf course had been closed for a year.

Mr. Rohfling stated what he was told is that the driving range was bringing in about \$350,000 a year. And if this project is going to take 13 months to complete, the City will have lost another \$350,000 in revenue, which does not include the money spent on the retaining wall that was built a couple of years ago that has now collapsed due to erosion. Tons of ranges have down slopes with erosion issues, but he's never seen anything like this. It's hard to imagine why the City couldn't get this golf course fixed while he's watching all these big buildings going up all over town. He stated that he does not think citizens realize how much money the City has lost as a result of this, but he's sure they would be flabbergasted to learn that you've lost over \$700,000 in revenue on a project that is now only going to cost \$71,000 to fix.

Voice vote on Councilmember Clay's motion carried unanimously.

3. Pershing Avenue Project-STP-5402(620)- M & H Concrete Contractors Inc.

Mr. Rose stated staff is requesting authorization to inform MoDOT that the base bid is the preferred option. This item does not award the contract, and that portion of this project will be on a future agenda. He stated that he has asked the Public Works Director to provide Council with additional details and respond to any questions they might have.

Ms. Celaj stated that Pershing Avenue is a federally funded City project. The bid opening was on August 5th, and there were eight responsible bidders. Before the award of a contract, staff checks the calculations and prepares bid tabulations for any amount that needs correcting. So, the amount seen on the actual bid proposal for M & H Contractors represents the revised calculations, which are included in the agenda packet.

Councilmember Brenner thanked Ms. Celaj for answering her question and asked if she had an estimated timeline for the start and completion dates?

Ms. Celaj stated that following the City Council's approval of the contractor and selection of materials, staff will submit the award to MoDOT, which typically takes between two to four weeks to issue a response. Once that is completed, staff will conduct a pre-construction meeting and issue a Notice to Proceed.

Mayor Crow asked Ms. Celaj if she could provide an estimate of when the construction would begin? Ms. Celaj stated that she anticipates that it will start by the end of September or the first of October.

Mr. Rose asked Ms. Celaj if this was going to be a winter project? Ms. Celaj stated that it would be, and she anticipates it starting this year, by the first of October.

Councilmember Clay stated that he noticed what he believes to be boilerplate language regarding the Diverse Business Enterprise requirement of 7% for this project. Is this something the City tracks to ensure that the participation goals are being met? Mr. Rose acknowledged that one of the things requested was a report on how all of the City's contracts were performing as it relates to the MBWE criteria. Councilmember Clay stated he did not expect the results of that request this evening; he just really wanted to understand more generally whether the City is tracking these requirements, and whether there are any trends on how vendors are performing?

Ms. Celaj stated that the DBE goal requirements are a part of MoDOT's guidelines that the City must review and keep track of.

Councilmember Brenner moved to approve, it was seconded by Councilmember Tieman, and the motion carried unanimously.

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

None

N. NEW BUSINESS

Resolutions - (Voice vote required)

- 1. Resolution 2025-09 - A Resolution amending the fiscal year 2024-2025 (FY25) Budget Amendment # 3 and appropriating said amounts.**

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

- 2. Resolution 2025-10 - A Resolution for Municipal Park Grant – Heman Park.**

Councilmember Tieman moved to approve, it was seconded by Councilmember Brenner.

Councilmember Smotherson stated this Resolution seeks to spend \$650,000 to improve the basketball court, add a soccer pitch, and Pickleball courts. However, there are a lot of different activities that happen in Heman Park that are not being addressed in this Resolution.

The Starlight Concert Series uses an antiquated stage that must be brought in for every concert and is not ADA accessible. For years, the U City Concert Band has been asking for a platform to play on because they literally have to play in the grass. As a result, they have to eliminate instruments that cannot be rolled or pushed through the grass. No improvements have ever been made to the gravel parking lot, and half of the telephone poles that line the park are either rotten or missing. So, he would respectfully ask that this Resolution be amended to address some of these issues that need modernization, and ask his colleagues to table this item until that has been completed.

Citizen Comments

Richard Massey, 8200 Tulane, U City, MO

Mr. Massey stated that Councilmember Smotherson had covered most of the key points, but the biggest issues are the gravel parking lot and lighting. Visitors are parking as far as Midland and Olive, and oftentimes, there is confusion about where to park. The Starlight Concert Series is a large event for the community, and lighting is a problem after the sun sets.

Councilmember Clay stated he certainly hears Councilmember Smotherson's concerns but also recognizes that the basketball courts are in dire need of repair. So, while he is hesitant to delay that work, he would be supportive of bringing the issues mentioned back to Council, perhaps, as a budget amendment. He believes that Council is slated to have a planning session in the near future and thinks that would be an appropriate place to discuss this.

Mayor Crow asked if this Resolution had been presented to the Parks Commission? Mr. Girdler stated that it had been discussed with the Parks Commission. This is a grant that the City has received on an annual basis since its inception. Typically, it averages around \$575,000 and has a matching requirement of 5%. Mr. Girdler stated that although he did not have the exact date of the deadline in front of him, he does know that time is of the essence. Therefore, he would prefer that the matter be resolved this evening rather than delayed, because it could result in the City forfeiting the grant this year.

Mayor Crow noted that Council had just approved the budget in June, and he's not aware of any requests being made to add money to the budget for the issues being raised here this evening. That would have been the appropriate time to do so; therefore, he does not want to risk losing this grant by changing horses at the last minute.

Councilmember Brenner stated that a lot of times grants have stipulations as to what the money can be used for. Does this grant have any such requirements? Can it be used to improve some of the things mentioned by Councilmember Smotherson? Mr. Girdler stated his belief is that it can be used for any park improvements.

Mayor Crow stated he would agree that the stage being used for the concerts is extremely old and has been utilized for a very long time.

Councilmember Fuller stated the Americans with Disabilities Act was passed in 1982, so he is troubled by the fact that a municipal park is using equipment that is not ADA-compliant, and thinks this is somewhat of an urgent issue. Is it possible to pass this Resolution with a stipulation that these issues be addressed next year?

Mr. Rose stated if it is acceptable to Council, one approach might be to approve this grant and forward a message to the Parks Commission asking them to evaluate the issues identified by Councilmember Smotherson, compare them to their existing list of projects for all of the City's parks, and then provide the Mayor and Council with a report illustrating where these new issues should be ranked within that previously established list. That would enable Council to see the full breadth of the outstanding projects for all of the parks.

Councilmember Fuller stated that he would be comfortable with Mr. Rose's suggestion.

Councilmember Tieman stated that he thinks it would be a mistake to put this Resolution on hold; however, he also believes that all of the issues raised this evening are important. So, he would agree that this should be presented to the Parks Commission for their input.

Voice vote on Councilmember Tieman's motion carried unanimously.

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

Introduced by Councilmember Tieman

1. **BILL 9573** - AN ORDINANCE AMENDING CHAPTER 110 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO ADMINISTRATION, BY REPEALING SECTION 110.040 THEREOF, RELATING TO DISCLOSURE OF CONFLICTS OF INTEREST, AND ENACTING IN LIEU THEREOF A NEW SECTION TO BE KNOWN AS "SECTION 110.040 DISCLOSURE OF CONFLICTS OF INTEREST." Bill Number 9573 was read for the first time.

Introduced by Councilmember Fuller

2. **BILL 9574** - AN ORDINANCE APPROVING A FINAL PLAT FOR A MINOR SUBDIVISION OF LAND AT 7498 DELMAR BOULEVARD. Bill Number 9574 was read for the first time.

O. COUNCIL REPORTS/BUSINESS

1. Board and Commission appointments needed
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions, and Task Force minutes
4. Other Discussions/Business
 - a) **Baseball Fence at Heman Park Jack Buck Field**
(Requested by Councilmembers Smotherson and Brenner)

Councilmember Smotherson stated several years ago, Council voted to move the baseball field at Heman Park to Millar Park because of the flooding. However, the fencing for that field was never removed. Council was told that the fence was going to be used for six-on-six soccer and/or a dog park. But tonight, a Resolution was approved to put a soccer pitch by the basketball courts. So, the fence is no longer needed for six-on-six soccer in that area, and he does not know how anybody can use this as a dog park when the gates are always locked. Therefore, he is asking that the process Council voted on be completed by taking the fence down and, if needed, installing it at Millar Park with the baseball diamond.

Mr. Rose stated this item was discussed by Council a few months ago, so he would ask Mr. Girdler to come forward and present the Parks Commission's recommendation.

Mr. Girdler stated Purina is offering a grant ranging from \$15 to \$25,000 for dog park amenities. The Parks Commission discussed the possibility of utilizing these funds and recommended that Council give the City permission to apply.

He stated the grant to reconstruct the baseball field was only made available a few years ago, and they are just completing that process. So, the Jack Buck Field, which was redeveloped into a softball field, has not been moved to Millar Park.

Councilmember Brenner posed the following questions to Mr. Girdler:

Q. One of my concerns with having a dog park next to the softball field relates to safety. Has staff evaluated the feasibility of having a dog park in this area?

A. *For that very reason, staff has discussed closing that portion of the park during a softball game; however, we believe that an enhanced dog park would probably be utilized more than the softball field. But if you like, I would be more than happy to reevaluate it again and submit the findings to the City Manager.*

Q. So, this is something you believe the community would utilize?

A. *The City's existing dog park is very popular.*

Councilmember Clay stated he really never noticed this fence, and perhaps that's because this is not an issue he has much interest in. But it seems like the use of this fence is reliant on a number of things happening that are kind of speculative at best, so it seems like it might be easier to just take it down. Would it be difficult to take it down? Mr. Girdler stated the only difficulty would be the posts, which have been cemented into the ground, but they could use a tractor to pull them out. So, it could be dismantled.

Councilmember Smotherson stated that moving the fence may be unimportant to some people, but it is absolutely important to him because he grew up in Heman Park and played baseball on those fields. So, he cares about what the City's parks look like, and right now, people don't have a clue about what's going on at Jack Buck Field. It's been three years since the flood, and we are still speculating about what to do with that area. What you should be considering is the safety aspect of combining the baseball field with a dog park. It's time for all of this to be over and done with. Councilmember Smotherson stated he believes that if you complete the softball field, move the scoreboard, and make it attractive, it will draw the attention of teams to the field.

Mayor Crow stated this is not an issue where he has a preference one way or the other, but it has been three years, and he is growing tired of this issue being brought back up over and over again. Nevertheless, he still believes this is a conversation for the Parks Commission, not the City Council, and he guesses that his colleagues would like to have this resolved with great clarity by the end of the year. Is everyone in agreement with that?

Councilmember Smotherson stated he would be amenable to that suggestion, and the remaining members of Council agreed.

P. CITIZEN PARTICIPATION (continued if needed)

Suzanne Schoomer, 7 Princeton Avenue, U City, MO

Ms. Schoomer stated that she goes to the Dog Park almost every day, and it is woefully underused, maybe because it is not terribly attractive. And as far as she knows, no one has requested or even mentioned a dog walk, and she does not see the need for one.

Ms. Schoomer stated that she would like to double down on Councilmember Smotherson's request to improve issues associated with the arts at Heman Park.

Charles Price, 1565 Quendo Avenue, U City, MO

Mr. Price stated that he is here representing the Rabe Park Association, which has been working in fellowship with several members of Council.

As a result of the tornado, U City has an opportunity to compete with Forest Park. But first, we need to take advantage of what we already have in our parks by making them accessible for people with disabilities, fixing the telephone poles, basketball courts, parking, and all the issues identified by Councilmember Smotherson, so that we can start drawing people to these activities. Those are the things we would like Council to address first, and then if we have the opportunity to bring in Pickleball and soccer, let's bring them in. As Ms. Schoomer suggested, we already have things that we can build upon and be proud of, so let's take care of what we have before we start spending our tax dollars on dog walks and parks.

Mr. Price stated that if the City has been successful in receiving park grants every year, then he would agree that there should be a list of priorities that is followed so that citizens and associations like his can see exactly where their dollars are going. Because the thought of losing \$700,000 in revenue from the driving range is astonishing and leads you to question what else we are missing?

Several members of the Rabe Park Association are here tonight because they want to be an active voice in what goes on in this community by supporting Council, and in return, having Council support their organization.

This association appreciates what the Council has been doing, and if you continue to make these kinds of advancements, U City could soon take part in something like Shakespeare in the Park.

Q. COUNCIL COMMENTS

Councilmember Tieman stated he and his wife were on their way to the Muny, and she literally said, "*Whatever you do, don't take Pershing*". The improvements being made to Pershing have taken an inordinately long time, and he suspects that he and his wife are not the only ones who have prayed, "*How long, Oh Lord, How long?*" Councilmember Tieman stated he hopes staff will assess what happened with this project and implement a plan to make sure this simply does not happen again.

Councilmember Smotherson thanked Mr. Rose, Chief Hampton, and Captain Lemons for allowing their officers to participate in National Night Out. The work they put into this event was amazing, and they did an absolutely fantastic job.

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

Roll Call Vote Was:

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

Nays: None.

S. ADJOURNMENT

Mayor Crow thanked everyone for their participation and closed the Regular Session at 7:51 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 8:26 p.m.

LaRette Reese
City Clerk, MRCC

LaRette Reese

From: Hannah Briick <hannah.bisch@gmail.com>
Sent: Sunday, August 10, 2025 9:56 PM
To: Council Comments Shared; Liam Briick
Subject: Aug 11 Public Comment

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr. Mayor and Members of the City Council,

My name is Hannah Briick and I reside at 1079 Wilson Ave with my husband, Liam.

I have shared with the city council before about the difficulties of living a normal life on Wilson Ave. In late July, Liam left town for a two-week backpacking trip with the scouts. He had volunteered as a scout leader for years and loves sharing his passion for the outdoors on trips like these.

He left town on July 19. We had been anxious for months leading up to the trip about his leaving town in the height of flood season, and unfortunately, our fears were realized when I awoke in the early hours of July 21 to flash flood warnings. Liam was filled with dread from hundreds of miles away while I initiated our flood emergency plan alone.

Additionally, since the last meeting, we experienced an unexpected family emergency which kept us away from home for an extended period of time, including during this evening's meeting. I have wished too many times that we could be dealing with just one life emergency at a time, but the threat of flooding is always there, and it makes managing the rest of our lives so much more complicated. We cannot comfortably leave town to attend to family matters or volunteer for the community without anxiety and a real threat to our property.

I am filled with gratitude for the outpouring of support I receive each time I speak to the City Council. I know that each of you has a strong desire to help. We are anxious to see this process continue to progress so that we can move on and manage our lives more easily. Continued updates about progress are always appreciated.

Warmly,
Hannah Briick

LaRette Reese

From: Frank <jane.franko@charter.net>
Sent: Monday, August 11, 2025 12:03 PM
To: LaRette Reese
Subject: Citizen Comment EDRST FY26 Funding 8-11-2025

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To Mayor and City Council
From Frank Ollendorff, 8128 Cornell Court, 63130

I request that you honor predecessor City Council's it's 1203on record commitment to construction of shaded lighted sidewalks on both sides of Olive from Skinker to I 170 by allocating \$2.4Million at this meeting. Please note: this item must be removed from the consent calendar.



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

NUMBER: <i>For City Clerk Use</i>	PH20250908-01

SUBJECT/TITLE:

A public hearing related to the 711 and 717 Kingsland Community Improvement District and the City's Taxable Industrial Revenue Bonds (711 Kingsland Ave. Project), Series 2025

PREPARED BY:

Gregory Rose, City Manager

DEPARTMENT / WARD

Administration

AGENDA SECTION:

Public Hearing

CAN ITEM BE RESCHEDULED?

NO

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

FISCAL IMPACT:

AMOUNT:

ACCOUNT No.:

FROM FUND:

TO FUND:

EXPLANATION:

STAFF COMMENTS AND BACKGROUND INFORMATION:

Documents related to this agenda item may be found under New Business Item #2 Bill 9575.

CIP No.

RELATED ITEMS / ATTACHMENTS:

The Countian Notice.

LIST CITY COUNCIL GOALS (S):

RESPECTFULLY SUBMITTED:

City Manager, Gegory Rose

MEETING DATE:

9/8/2025

The Countian St. Louis County Public Notices

Government

Hearings

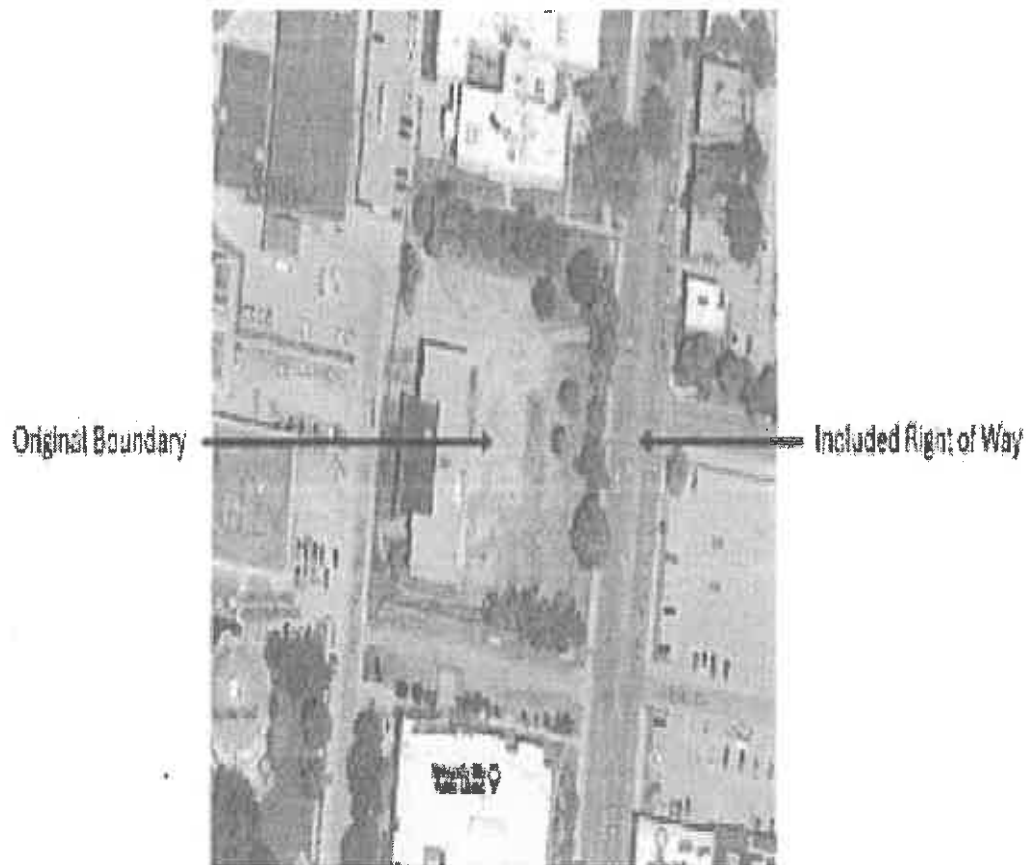
NOTICE OF PUBLIC HEARING **University City, Missouri**

Please be advised that on September 8, 2025, at 6:30 p.m. in the Council Chambers at City Hall, 6801 Delmar Boulevard, Missouri 63130, the City Council will hold a public hearing pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "Act").

The purpose of this hearing is to consider the approval by the City Council of an amended and restated petition (the "Amended Petition") concerning the 711 and 717 Kingsland Community Improvement District (the "District"). The Amended Petition to seeks to amend the District's boundaries to include adjacent Kingsland Avenue right-of way and also authorizes the District to collect a special assessment based on the number of occupied hotel room nights occurring in the District. The complete boundaries of the District, including the area proposed to be added to the District, are shown on the below map. All interested persons will be given an opportunity to be heard at this public hearing.

The Amended Petition has been filed with the City Clerk and will be made available for review on the City's website, www.ucitymo.org. Additionally, the Amended Petition is available for review by any interested party at the office of the City Clerk, City Hall, 6801 Delmar

Boulevard, Missouri 63130, during regular business hours. Persons wishing to view the Amended Petition at the office of City Clerk should make an appointment by contacting the City Clerk at (314) 505-8605. Final determination of approval of the Amended Petition will be made by the City Council.





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

NUMBER: <i>For City Clerk Use</i>	PH20250908-02

SUBJECT/TITLE:

A public hearing to receive public comments on the use of the remaining Committee for access and Local Origination Programming (CALOP) funds.

PREPARED BY:

Gregory Rose, City Manager

DEPARTMENT / WARD

Administration

AGENDA SECTION:

CAN ITEM BE RESCHEDULED?

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

FISCAL IMPACT:

AMOUNT:

ACCOUNT No.:

FROM FUND:

TO FUND:

EXPLANATION:

STAFF COMMENTS AND BACKGROUND INFORMATION:

CIP No.

RELATED ITEMS / ATTACHMENTS:

Public Hearing Notice

LIST CITY COUNCIL GOALS (S):

Prudent Fiscal Management

RESPECTFULLY SUBMITTED:

City Manager, Gegory Rose

MEETING DATE:

9/8/2025

NOTICE OF PUBLIC HEARING CITY OF UNIVERSITY CITY, MISSOURI

Notice is hereby given that the City Council of the City of University City will hold a public hearing on Monday, September 8, 2025, at 6:30 p.m., to receive public comments on the use of the remaining Committee for Access and Local Origination Programming (CALOP) funds. The remaining funds total to approximately \$154,000.

Procedure for submitting Public Hearing Comments:

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

The public may also submit a written comment ahead of the meeting. 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 the City Council prior to the meeting. Comments will be made as 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 note if your comment is on an agenda or non-agenda item. If a name and address are not provided, the comment provided will not be recorded in the official record.

If you are a person with a disability or have special needs in order to participate in this public hearing, please contact LaRette Reese at 314-505-8605 prior to the hearing.

BY ORDER OF THE CITY COUNCIL OF UNIVERSITY CITY, MISSOURI

LaRette Reese
City Clerk, MRCC

Posted this 27th day August, 2025



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

NUMBER: <i>For City Clerk Use</i>	CA20250908-01

SUBJECT/TITLE: Sanitation truck 41 transmission repair			
PREPARED BY: William Hinson, Fire Chief		DEPARTMENT / WARD Fleet	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends that you ratify this approval to repair the trash truck			
FISCAL IMPACT: This is a non budgeted item and is a "must" repair as it is primary trash collection vehicle for the city.			
AMOUNT:	\$24,236.32	ACCOUNT No.:	08-4090-8200
FROM FUND:	Fund 8 solid waste reserves	TO FUND:	fund 8 swr
EXPLANATION: This transmission failed on a primary vehicle used for trash collection. It was towed to Clark Power and found to need major repair, rendering the vehicle unusable until repairs are complete.			
STAFF COMMENTS AND BACKGROUND INFORMATION: Due to the high cost of parts and repairs taking a toll on the Fleet budget, the City Manager is recommending the cost of the repairs be taken from the Solid Waste fund reserves.			
CIP No.	N/A		
RELATED ITEMS / ATTACHMENTS: Repair Quote			
LIST CITY COUNCIL GOALS (S): Prudent Fiscal Management			
RESPECTFULLY SUBMITTED:	City Manager, Gegory Rose	MEETING DATE:	09/08/2025

CLARKE

Power Services

2252 E. PITMAN AVENUE
WENTZVILLE, MO 63385
Phone: (636) 332-3854

SERVICE ESTIMATE: E113005765

BILL TO
UNIVERSITY CITY, CITY OF - 102938
6801 DELMAR BLVD.
UNIVERSITY CITY MO 63130
P: (314) 862-6767
F: (314) 863-0921

DELIVER TO
UNIVERSITY CITY, CITY OF - 102938
6801 DELMAR BLVD.
UNIVERSITY CITY MO 63130
P: (314) 862-6767
F: (314) 863-0921

DATE PROMISED	ESTIMATE EXP DATE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE	ENGINE HOURS		
7/14/2025 10:05:35AM	8/13/2025	SC	TIM EHRHARDT	NET30		0		
YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	COMPONENT S/N	IN SERVICE	ODOMETER IN	ODOMETER OUT
2013	PETERBILT	COE	3BPZL50X9DF187948	41	6610349133		68941	0

Estimate Operations

JOB #1 027-000-000 SC Transmission - Main, Automatic
COMPLAINT REPLACE TRANSMISSION
CAUSE
CORRECTION

QTY	ITEM	VMRS	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	1132/29549636		HD4500PRM RETRAN ASSEMBLY	9,897.63	9,897.63
-1	1132/29549636-CORE		HD4500P REMANUFACTURING CORE	4,560.00	-4,560.00
1	1132/29549636-CORE		HD4500P REMANUFACTURING CORE	4,560.00	4,560.00
1	113A/CHL 329678X		GEAR-PLATE KIT	478.83	478.83
3	113F/KT17SB		STRAP & CAPSCRE	23.38	70.14
1	113K/S-7054B		TRANS COOLER	2,386.04	2,386.04
12	113W/VHD 895624		ZEREX50/50NITR FREE RED 55/GAL	16.98	203.76
1	113X/CHL 329071 60X		PTO BEARING KIT	1,054.15	1,054.15
1	113X/CHL 329071 79X		SEAL KIT	307.27	307.27
1	113X/GLY-TEK		GLYCOL TEST KIT	18.50	18.50
	LABOR ATDOOTHZZZ		ALLISON MISC GENERAL LABOR OP		8,955.00
1	FRTEX		FREIGHT (TAX EXEMPT IN MO/MS/IN/IL)	250.00	250.00
1	PROG		COMPUTER HOOKUP FEE	150.00	150.00

JOB #1 027-000-000

SUB TOTAL: 23,771.32

CLARKE

Power Services

2252 E. PITMAN AVENUE
WENTZVILLE, MO 63385
Phone: (636) 332-3854

SERVICE ESTIMATE: E113005765

BILL TO
UNIVERSITY CITY, CITY OF - 102938
6801 DELMAR BLVD.
UNIVERSITY CITY MO 63130
P: (314) 862-6767
F: (314) 863-0921

DELIVER TO
UNIVERSITY CITY, CITY OF - 102938
6801 DELMAR BLVD.
UNIVERSITY CITY MO 63130
P: (314) 862-6767
F: (314) 863-0921

DATE PROMISED		ESTIMATE EXP DATE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE		ENGINE HOURS
7/14/2025 10:05:35AM		8/13/2025	SC	TIM EHRHARDT	NET30			0
YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	COMPONENT S/N	IN SERVICE	ODOMETER IN	ODOMETER OUT
2013	PETERBILT	COE	3BPZL50X9DF187948	41	6610349133		68941	0

PLEASE NOTE

Customer hereby agrees as follows: A. Clarke Power Services, Inc. ("Clarke") is authorized to perform the above work and to furnish all necessary parts and materials (the "Work"). B. The Terms and Conditions for Service of Vehicles or Generators posted on Clarke's website at www.clarkepowerservices.com/termsconditions (the "Terms") shall govern the Work, are incorporated herein by reference and are available to Customer from Clarke upon request. C. The Terms are the only terms that govern the Work, and together with this document comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, and communications. D. The Terms prevail over any of Customer's terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend the Terms.

AUTHORIZED BY _____ DATE _____

PICK-UP BY _____ DATE _____

CONTACT CUST _____ DATE/TIME _____

SUBTOTAL	23,771.32
SHOP SUPPLIES	315.00
EPA CHARGE	150.00
SALES TAX	0.00
TOTAL INVOICE	24,236.32
UPFRONT DEPOSIT	0.00
TOTAL DUE	24,236.32

Please Remit Payment to:
CLARKE POWER SERVICES, INC.
PO Box 710157
Cincinnati, OH 45271-0157
Phone: (513) 771-2700
Fax: (513) 771-0520

WARNING! PAYMENT FRAUD ADVISORY: If you receive any communication (i.e., email, letter, etc.), containing a request to change payment remittance instructions to Clarke (i.e., wire, ach, check, etc.), please call Chip Thomas, Clarke's Credit Director, at (513) 475-3454 immediately to verify the accuracy of the information prior to sending any funds.



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER: For City Clerk Use	CA20250908-02

SUBJECT/TITLE: Contract for GEMT processing and Collections.			
PREPARED BY: Gary Wilmoth		DEPARTMENT / WARD Fire	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval of the contract and authorization to sign the agreement to contract with Brandy Douglas LLC to continue GEMT processing and collection from October 11th, 2025 to October 10th, 2028.			
FISCAL IMPACT: The fiscal impact to the FY26 budget will be \$7,500 plus 5% of the gross proceeds per reported year. This amount was budgeted in the current FY26 Fire department budget. This 3 year contract replaces the previous contract with the same company for \$7000 plus 2.5% of proceeds.			
AMOUNT:	\$7,500.00	ACCOUNT No.:	1-35-25-6050
FROM FUND:	1-35-25-6050	TO FUND:	1-35-25-6050
EXPLANATION: This is an annually budgeted item for processing and collection of GEMT reimbursement funds from the State for Medicaid ambulance transports. This contract is up for renewal on October 10th of 2028.			
STAFF COMMENTS AND BACKGROUND INFORMATION: We are at the end of our current contract with Brandy Douglas LLC. This company has proven reliable and as passed all audits to this point. The cost increase is consistent with industry standards.			
CIP No.	N/A		
RELATED ITEMS / ATTACHMENTS: 1. Contract			
LIST CITY COUNCIL GOALS (S): Prudent Fiscal Management			
RESPECTFULLY SUBMITTED:		City Manager, Gegory Rose	MEETING DATE: 09/08/2025

PROFESSIONAL SERVICES AGREEMENT
Brandy L. Douglas, LLC

This Agreement, dated as of **October 11, 2025**, is by and between **University City Fire Department ("CLIENT")**, and **Brandy L. Douglas, LLC ("CONSULTANT")**, hereinafter collectively referred to as the "Parties." The Agreement will be effective upon final execution by all parties.

1. HEADINGS

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

2. EXHIBITS

Exhibits A and B are attached hereto and included by reference.

3. CONSULTANT'S SCOPE OF SERVICES AND CLIENT RESPONSIBILITIES

CONSULTANT agrees to perform all services described in Exhibit A, Scope of Work, for payment pursuant to Exhibit B, in accordance with the terms and conditions of this Agreement. CLIENT shall provide complete, accurate, and timely information regarding CLIENT'S requirements and shall designate by name a representative authorized to act on its behalf. CLIENT shall examine documents or other instruments submitted by CONSULTANT and shall promptly render any decisions necessary in order to avoid unreasonable delay. CLIENT shall provide any additional materials, other than those CONSULTANT is responsible to provide, that are reasonably necessary to complete the Scope of Work. CLIENT shall provide reasonable access to any locations under the control of CLIENT required for CONSULTANT to perform the services hereunder. Any additional requirements will be identified in Exhibit A.

4. TERM

This Agreement shall terminate on **October 10, 2028**, unless extended by mutual Agreement of the Parties in writing or terminated in accordance with Section 16.

5. PAYMENT

For all services performed in accordance with the Agreement, payment shall be made to CONSULTANT as provided in Exhibit B.

6. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Agreement. It is understood and agreed that CONSULTANT is, at all times, an independent contractor and can perform work for others. CONSULTANT is not the agent or employee of the CLIENT in any capacity whatsoever and CLIENT shall not be liable in any manner for any acts or omissions by CONSULTANT or for any obligations or liabilities incurred by CONSULTANT, its employees, or agents.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for, and obligated to pay directly, all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents, or employees, and CONSULTANT agrees to indemnify and hold CLIENT harmless from any and all liability which CLIENT may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of CLIENT.

7. INDEMNIFICATION

To the fullest extent permitted by law, each Party shall release, hold harmless, defend and indemnify the other from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by such Party, except where such Liabilities are caused by the sole negligence or willful misconduct of any indemnitee.

8. CONFORMITY WITH LAW AND SAFETY

In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided by CONSULTANT.

9. TRAVEL EXPENSES

CONSULTANT shall be allowed and compensated for reasonable travel expenses to carry out the work of the CLIENT as approved in advance by the CLIENT in accordance with Exhibit B.

10. TAXES

Payment of all applicable federal, state and local taxes shall be the sole responsibility of the CONSULTANT.

11. ACCESS AND RETENTION OF RECORDS

CONSULTANT agrees to provide the CLIENT and its designees access to all of the CONSULTANT's records related to this contract and that the CONSULTANT shall maintain its records related to this contract for a period of not less than five (5) years after the final payment to the CONSULTANT is made by the CLIENT.

12. CONFLICT OF INTEREST

CONSULTANT covenants that CONSULTANT presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which

has any interest adverse or potentially adverse to the CLIENT, as determined in the reasonable judgment of the CLIENT. Entering into this agreement does not preclude CONSULTANT from working for others as long as CONSULTANT ensures that such work does not constitute a conflict of interest.

13. CONFIDENTIALITY

CONSULTANT agrees that any information, whether proprietary or not, made known to or discovered by CONSULTANT during the performance of or in connection with this Agreement for the CLIENT will be kept confidential and not be disclosed to any other person or entity except as required by law. CONSULTANT agrees to immediately notify the CLIENT if CONSULTANT is requested to disclose to others any information made known to or discovered by CONSULTANT during the performance of or in connection with this Agreement.

14. USE OF CLIENT PROPERTY

CONSULTANT shall not use CLIENT property (including equipment, instruments, and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

15. TERMINATION

Either party may terminate this Agreement for default upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein. CLIENT has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to CONSULTANT. In the event that the CLIENT should terminate this Agreement for its convenience, CONSULTANT shall be entitled to payment for services provided hereunder, as provided in Exhibit B, including for such services performed prior to the effective date of said termination, including travel, accrued as of the date of the termination, which payment shall be per the terms set forth in Exhibit B.

16. CHOICE OF LAW

CONSULTANT and CLIENT agree that if a dispute arises in the performance of this agreement the laws of the State of Missouri will govern.

17. ENTIRE AGREEMENT

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CLIENT and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.

This Agreement and all related obligations and services hereunder are intended for the sole benefit of CLIENT and CONSULTANT and are not intended to create any third-party rights or benefits.

18. MODIFICATION OF AGREEMENT

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

19. SEVERABILITY

If any part of this Agreement or the application thereof is declared to be invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are deemed severable.

20. SUCCESSORS AND ASSIGNS

This agreement is binding upon and inures to the benefit of the successor, executors, administrators, and assigns of each party to this agreement, provided, however, that CONSULTANT shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the CLIENT. Any attempted assignment without such consent shall be invalid.

21. NOTICES

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

To: CLIENT: University City Fire Department
Attn: Deputy Chief Gary Wilmoth
863 Westgate Avenue
University City, MO 63130

To: CONSULTANT: Brandy L. Douglas, LLC
2302 Eisenbath Rd.
O'fallon, MO 63366

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

22. SIGNATORIES

By signing this agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written.

CLIENT
University City Fire Department

CONSULTANT
Brandy L. Douglas, LLC

By: _____
Signature

Name: Mr. Gregory Rose
Title: City Manager
Date: _____

By: _____
Signature

Name: Brandy Douglas
Title: Principal / Managing Partner
Date: _____

EXHIBIT A
Scope of Services

GROUND EMERGENCY MEDICAL TRANSPORTATION CONSULTING RESPONSIBILITIES

CONSULTANT shall provide consulting services to the CLIENT as follows:

- CONSULTANT shall annually prepare the cost report that CLIENT submits to the State of Missouri in order for the CLIENT to participate in the State's GEMT Program. CONSULTANT shall prepare the cost reports in accordance with all federal, state, or municipal laws or regulations.
- CONSULTANT shall provide CLIENT with the cost report and all supporting documentation (financial data will be delivered as a flat file, i.e., Excel, Access, or text file) to the agreed upon email address. It shall be the CLIENT'S responsibility to file the cost report with the State of Missouri. CLIENT shall meet CONSULTANT's established deadlines for data submission and document reviews.
- As part of the fee set forth in this Exhibit, CONSULTANT shall provide CLIENT with four hours of audit assistance post submittal, either in person (if the audit is conducted onsite) or through telephone/e-mail (if the audit is a desk audit). Travel expenses will be billed to CLIENT as set forth in Exhibit B.
- There shall be a cap of 65 hours per cost report and 4 hours of audit assistance post-submittal, unless extended by mutual agreement of the parties.
- Any programs, projects, or additional work beyond the 65-hour cap per cost report or 4-hour cap for audit assistance post-submittal will be negotiated on a project basis cost by the parties or at \$400.00 per hour.

EXHIBIT B
Payment Terms

A. SCHEDULE

Services to be performed under this Agreement will begin at the time the Agreement is executed.

B. TRAVEL

Related travel expenses such as airfare, hotel, and meals will be billed at actual cost and will be approved by the CLIENT prior to travel. Mileage will be billed at the current IRS reimbursement rate.

C. TOTAL PAYMENT AMOUNT

Services under the contract provided by the CONSULTANT shall be completed for a fee of **\$7,500 plus 5% of gross GEMT proceeds of the original as filed cost report per report year** for a term of three (3) years. The fee schedule referenced herein shall remain unchanged for the term of the contract.

Invoices for payment will be provided to the CLIENT upon the completion of the cost report, to the address provided under the contract. Payment will be due within thirty (30) days of invoice postmark. It will be the CLIENT'S responsibility to notify CONSULTANT of any changes to the name and/or address on record for the purposes of invoicing.

D. ADDITIONAL SERVICES

Any requests for services beyond the scope of services set forth in Exhibit A shall be billed at the rate of Four Hundred dollars (\$400.00) per hour or a negotiated fixed cost for special projects. Performing any services under this provision requires prior written approval of both parties.

Contact information for billing purposes is as follows:

CLIENT: University City Fire Department
 Attn: Deputy Chief Gary Wilmoth
 863 Westgate Avenue
 University City, MO 63130

Phone number: (314) 505-8594
Email address: gwilmoth@ucitymo.org

CONSULTANT: Brandy L. Douglas, LLC
 2302 Eisenbath Rd.
 O'fallon, MO 63366

Phone number: (636) 236-7365
Email address: bdouglascpa@outlook.com



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER:
For City Clerk Use

CA20250908-03

SUBJECT/TITLE:

Annual Replacement of refuse container.

PREPARED BY:

Stetson Hairston

DEPARTMENT / WARD

Sanitation

AGENDA SECTION:

Consent

CAN ITEM BE RESCHEDULED?

No

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends approval.

FISCAL IMPACT:

The capital improvement fund will be reduced by \$32,040.

AMOUNT:

\$32,040.00

ACCOUNT No.:

FROM FUND:

TO FUND:

EXPLANATION:

Annual Replacement of refuse container.

STAFF COMMENTS AND BACKGROUND INFORMATION:

Each year the city purchases a large number of refuse containers to replace those that are worn and broken throughout the city. This item is budgeted as a Capital Improvement Project. Staff is requesting to purchase 560 95 gallon trash carts for FY26. Three quotes were received and Kelly Equipment was the lowest, most responsible bidder. The cost for this purchase is \$32,040 from vendor Kelly Equipment.

CIP No.

PWSW26-03

RELATED ITEMS / ATTACHMENTS:

1. Estimate from Kelly Equipment, Inc.
2. Estimate from All-Type Vacuum & Janitorial Supply

LIST CITY COUNCIL GOALS (S):

Community Quality of Life and Amenities

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

September 8, 2025

Kelly Equipment, Inc
 1682 295th Avenue
 Fort Madison, IA 52627
 319-750-5074

Estimate

Date	Estimate #
8/22/2025	10392

Name / Address
City of University City 6801 Delmar Blvd University City, MO 63130

			Project
Description	Qty	Rate	Total
Toter carts Sourcewell contract 120324-TOT			
---Body Color - (705) Blue ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (New) in White ---Wheels - 10in Snap-on ---Stopbar - Galvanized ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	624	57.00	35,568.00
Freight	1	3,000.00	3,000.00
Total sales tax calculated by AvaTax		0.00	0.00
Please feel free to call with any questions. I look forward to your order.		Subtotal	\$38,568.00
Thank you		Total	\$38,568.00



10678 Trenton Ave.
St. Louis, MO 63132

314-427-0634

all-typevacuum.com

PRICE QUOTE

Page 1

Printed 07/30/25 BS

Quoted

CITY OF UNIVERSITY CITY
6801 DELMAR BLVD.
UNIVERSITY CITY MO 63130
Tel:314-583-5760 Fax:314-862-0694

Ship To

CITY OF UNIVERSITY CITY
6801 DELMAR BLVD.
UNIVERSITY CITY MO 63130

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
0026162	07/30/2025	08/14/2025	0100328			BS
Job ID	Customer Terms			Salesman		
	NET 30 DAYS			BRETT MARSHALL		

Product	Description	UM	Quant	Unit Price	Extension
ESD-RCP9W22GY	BRUTE ROLL-OUT HEAVY DUTY CONTAINER, 95 GAL, POLYETHYLENE, GRAY	EA	500	194.25	97125.00

X: _____
(Accepted by)

Sub Total	\$97,125.00	Total
Freight	\$0.00	
Misc Charges	\$0.00	
Tax Amount	\$0.00	
		\$97,125.00

MESSAGE

WE APPRECIATE THE OPPORTUNITY TO PROVIDE EARTH
FRIENDLY PRODUCTS AND SERVICES!

TERMS

Kelly Equipment, Inc
 1682 295th Avenue
 Fort Madison, IA 52627
 319-750-5074

Estimate

Date	Estimate #
8/22/2025	10392

Name / Address
City of University City 6801 Delmar Blvd University City, MO 63130

Project

Description	Qty	Rate	Total
Toter carts Sourcewell contract 120324-TOT			
---Body Color - Black	624	57.00	35,568.00
---Lid Color - (200) Black			
---Body Hot Stamp on Both Sides (New) in White			
---Wheels - 10in Snap-on			
---Stopbar - Galvanized			
---Toter Serial Number Hot Stamped on Front of Cart Body in White			
---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed			
---Warranty - 12 Yrs Cart Body, All other components 10 Yrs			
Freight	1	3,000.00	3,000.00
Total sales tax calculated by AvaTax		0.00	0.00

Please feel free to call with any questions. I look forward to your order.

Thank you

Subtotal \$38,568.00

Total \$38,568.00



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

NUMBER: <i>For City Clerk Use</i>	CA20250908-04

SUBJECT/TITLE: MGT Contract - Interim Parks, Recreation, and Public Areas Maintenance Director			
PREPARED BY: Brooke A. Sharp		DEPARTMENT / WARD Parks, Rec, and PAM	
AGENDA SECTION: Consent		CAN ITEM BE RESCHEDULED? No	
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval and requests authorization to execute the agreement.			
FISCAL IMPACT: The Salaries line item will be reduced by \$108,000			
AMOUNT:	\$108,000	ACCOUNT No.:	See "Explanation"
FROM FUND:	See "Explanation"	TO FUND:	See "Explanation"
EXPLANATION: Staff is requesting approval of a contract to hire an Interim Director of Parks, Recreation, and Public Areas Maintenance to serve until a permanent director is hired. This position is billed to 5 account codes at 20%: 01.50.45.5001, 01.50.49.5001, 01.50.51.5001, 01.50.53.5001, 28.50.47.5001 and will be taken from budgeted funds.			
STAFF COMMENTS AND BACKGROUND INFORMATION: The Director of Parks, Recreation, and Public Areas Maintenance position is currently vacant. Recruitment for a permanent Director will likely take up to six months. Staff is requesting the approval of a contract to hire an Interim Director while a national search is conducted for a permanent Director. The agreement with MGT will allow for a temporary Director to be put in place at an hourly rate of \$112.50 per hour with a minimum 6 month commitment, which is how long staff estimates the recruitment process will take.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: MGT Employee Leasing Agreement			
LIST CITY COUNCIL GOALS (\$): Employees			
RESPECTFULLY SUBMITTED: City Manager, Gregory Rose		MEETING DATE: September 8, 2025	



EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **MGT Impact Solutions, LLC** ("MGT"), and the **City of University City, Missouri** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of MGT, and MGT will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be modified from time to time by an amended Exhibit A signed by both MGT and the Client. MGT has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by MGT. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. MGT is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF MGT AND CLIENT

Section 2.01. Payment of Wages. MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with federal and state law and MGT's standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, MGT will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, MGT will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify MGT for the workers compensation claims of the Assigned Employee(s) and MGT agrees to



not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold MGT harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Section 2.03. Employee Benefits. MGT will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. MGT may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to MGT under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. MGT will maintain records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Assigned Employees. MGT will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of MGT. MGT will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees with respect to the work performed for the Client hereunder.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from MGT's internal and external loss control specialists, MGT's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by MGT's workers' compensation carrier. MGT and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;



(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by MGT and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with MGT regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to MGT any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to MGT within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO MGT

Section 3.01. Fees. The Client will pay MGT fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits MGT paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable MGT pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, MGT will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, MGT may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance.

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the



Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with MGT and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) MGT shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against MGT with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to MGT one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his or her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by MGT on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, MGT may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, MGT has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Option. The Client may hire the Assigned Employee as a permanent or temporary employee of the Client at any time during the Term. Recognizing the substantial investment of time and resources by MGT under this Agreement to place its



Assigned Employee with Client, Client agrees to pay to MGT a conversion fee calculated as a percentage of the annual salary offered to the Assigned Employee by Client. Said conversion fees shall be paid according to the following schedule:

Time on Assignment	Administrative and Clerical Roles	IT Roles	Executive Roles (Manager and Above)
0-3 Months	25.00%	30.00%	35.00%
4 - 6 Months	20.00%	25.00%	30.00%
7-12 Months	15.00%	20.00%	25.00%
13 -24 Months	5.00%	5.00%	10.00%
25+ Months	No Fee	No Fee	No Fee

The conversion fee shall be paid to MGT no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with MGT, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that MGT is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which MGT can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by MGT. MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of MGT or any of the MGT Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only



as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the MGT parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnifying Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding MGT's placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No



agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. MGT will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of MGT.

Section 8.13. Assignment. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

SECTION 9 DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.



Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Missouri. Venue and jurisdiction for any action under this Agreement is St. Louis County, Missouri. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Missouri.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to MGT:

MGT Impact Solutions, LLC
4320 W Kennedy Blvd.
Tampa, FL 33609
Attention: Legal Notice/Contracts
813- 327-4717 - contracts@mgt.us

Copy To:
Michael J. Earl – Staffing Manager
847-652-1310 – mearl@mgt.us

If to Client:

City of University City
6801 Delmar Boulevard
University City, MO 63130
Attention: Brooke Sharp, Deputy City Manager
314-505-8536 – bsmith@ucitymo.org

[Signatures on following page]



IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by MGT.

MGT IMPACT SOLUTIONS, LLC

By _____
Name: A. Trey Traviesa
Title: CEO

Effective Date: September 9, 2025

CITY OF UNIVERSITY CITY

By _____
Name: _____
Title: _____



EXHIBIT A
Assigned Employee and Base Compensation

As of September 9, 2025 ("Effective Date"), **MGT Impact Solutions, LLC** ("MGT") and the **City of University City** ("Client") execute this Exhibit A pursuant to the Employee Leasing Agreement between the Parties dated September 9, 2025.

ASSIGNED EMPLOYEE: Jim Krischke

POSITION/ASSIGNMENT: Interim Parks and Recreation Director

POSITION TERM: September 9, 2025 – March 13, 2026. Upon mutual agreement of both parties, the term may be extended up to September 4, 2026. Either party may terminate the agreement at any time by providing thirty (30) days advance written notice.

BASE COMPENSATION: \$4,500/week (based on a 40/hour work week at a rate \$112.50/hour) Compensation assumes assigned employee will be paid for holidays on the same schedule client provides to its employees. Specific hours of work will be determined between the client and the employee.

OTHER -PAID TIME OFF: Client will provide eighty (80) hours of PTO to the assigned employee in a Time Bank for use during the position term. Time off shall be approved in advance by the workplace supervisor. Any unused PTO will not be paid out at the end of the position term.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC

CITY OF UNIVERSITY CITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.



EXHIBIT B
Summary of Benefits

DOES NOT APPLY



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

NUMBER: <i>For City Clerk Use</i>	CA20250908-05

SUBJECT/TITLE:

Emergency Server Purchase 09.08.2025

PREPARED BY:

Christopher Crabel

DEPARTMENT / WARD

Administration Department

AGENDA SECTION:

Consent

CAN ITEM BE RESCHEDULED?

Yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager Mr. Rose recommends approval of an emergency purchase to replace the City's failing server infrastructure.

FISCAL IMPACT:

This purchase was not budgeted and will require funding from the General Fund, Parks and Storm Water, and Solid Waste reserves.

AMOUNT:

\$192,241.96

ACCOUNT No.:

See Explanation

FROM FUND:**TO FUND:****EXPLANATION:**

The City's server infrastructure is experiencing critical failures within its Storage Area Network (SAN). Currently, 5 of the 6 drives in the SAN have failed, leaving the system operating on a single remaining drive. If this last drive fails, the City will face significant data loss and downtime, resulting in disruption to multiple critical systems and services. Immediate action is necessary to prevent potential system outages and safeguard City operations. Funding will be allocated as follows: 50% from 01.18.90.8120, 25% from 14.50.90.8120, and 25% from 08.18.90.8120.

STAFF COMMENTS AND BACKGROUND INFORMATION:

The City's IT Department reached out to multiple vendors and obtained several quotes for replacement server infrastructure. After reviewing the options, staff determined that Marco provided the best solution based on their expertise, responsiveness, and overall value. IT recommends proceeding with Marco as the preferred vendor.

CIP No.**RELATED ITEMS / ATTACHMENTS:**

See attachment Marco Technologies Quote

LIST CITY COUNCIL GOALS (S):

Improved Infrastructure

RESPECTFULLY SUBMITTED:

City Manager, Gegory Rose

MEETING DATE:

9.8.2025



September 3, 2025

PROPOSAL FOR

CITY OF UNIVERSITY CITY

ERIC WALLS

Prepared By:

Beth Coppedge

Technology Advisor

800-892-8548 ext. 1838

beth.coppedge@marconet.com

Quote Number: 203805



Managed Services



Copiers & Printers



Audio Visual



Business IT Services



IT - Replace VMWare -- CITY OF UNIVERSITY CITY



Prepared by:

Marco - Fenton

Beth Coppedge

800-892-8548 ext. 1838

beth.coppedge@marconet.com

Prepared for:

CITY OF UNIVERSITY CITY

6801 DELMAR BLVD

UNIVERSITY CITY, MO 63130-3104

Eric Walls

314.505.8592

ewalls@ucitymo.org

Quote Information:

Quote #: 203805

Version: 2

Date Issued: 09/03/2025

Expiration Date: 09/30/2025

Meraki C9300X Switch Option

Description	One-Time	Qty	Ext. One-Time
C9300X 24-port mGig UPoE+, 1100wac PS, w/MERAKI	\$6,390.15	2	\$12,780.30
C9000 50CM Type 1 Stacking Cable, w/MERAKI	\$78.27	2	\$156.54
C9000 1100W AC Platinum Power Supply, w/MERAKI	\$1,411.34	2	\$2,822.68
C9300X 8-port 1/10/25G SFP+ Network Module, w/MERAKI	\$1,894.21	2	\$3,788.42
Meraki MS300 Medium Essentials Subscription LIC and Support	\$1,687.18	2	\$3,374.36
Initial Term: 60 Months Auto-Renewal Terms: 12 Months Billing Model: Prepaid Term Early Cancellation: Customer is responsible for paying all remaining term payments Cancellation requires 60-day notice prior to end of term General Terms			

Subtotal: **\$22,922.30**

Twinax Cables

Description	One-Time	Qty	Ext. One-Time
Axiom SFP+ DAC Cable for Meraki 3m	\$51.50	8	\$412.00

Subtotal: **\$412.00**



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT
AGREEMENT(S)

■ HP DL360 Gen 11 Server

Description	One-Time	Qty	Ext. One-Time
HPE DL360 Gen11 NC 8SFF CTO Server	\$10,249.99	3	\$30,749.97
HPE DL360 Gen11 NC 8SFF CTO Server		3	
HPE Intel Xeon-G 6426Y 2.5GHz 16-Core 185W Processor		3	
HPE DL360 560 Gen11 High Performance Heat Sink Kit		3	
HPE ProLiant DL3X0 Gen11 1U Standard Fan Kit - Server		3	
HPE SmartMemory 32GB DDR5 SDRAM Memory Module - For Server - 32 GB (1 x 32GB) - DDR5-5600/PC5-44800 DDR5 SDRAM - 5600 MHz Dual-rank Memory - CL46 - 1.10 V - ECC - Registered - 288-pin - DIMM		24	
HPE Broadcom BCM57416 Ethernet 10Gb 2-port BASE-T OCP3 Adapter for HPE - PCI Express 3.0 x8 - 2 Port(s) - 2 - Twisted Pair - OCP 3.0 Bracket Height - 10GBase-T - Plug-in Card		3	
HPE NS204i-u Gen11 NVMe Hot Plug Boot Optimized Storage Device		3	
HPE Broadcom BCM57416 Ethernet 10Gb 2-port BASE-T Adapter for HPE - PCI Express 3.0 x8 - 10 Gbit/s Data Transfer Rate - 2 Port(s) - 2 - Twisted Pair - 10GBase-T - Plug-in Card		3	
HPE ProLiant DL360 Gen11 NS204i-u Front Cable Kit		3	
HPE Sourcing Integrated Lights-Out Advanced - Subscription License - 1 Server License - 3 Year - Standard		3	
HPE 800W Flex Slot Platinum Hot Plug AC Low Halogen PS		6	
HPE ProLiant DL3XX Gen11 Easy Install Rail 3 Kit		3	
HPE Tech Care Basic - 5 Year - Service - Technical		3	

Subtotal: **\$30,749.97**



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT
AGREEMENT(S)

■ NetApp

Description	One-Time	Qty	Ext. One-Time
NetApp	\$48,240.25	1	\$48,240.25
ASA A150 HA MODEL		1	
Drive Pack,SSD,12G,2x1.92TB,-C		6	
ASA A150,Zero Drive,-C		1	
Cable,Ethernet,5m RJ45 CAT6,-C		8	
Cable,Direct Attach CU SFP+ 10G,0.5M,-C		2	
Rail Kit,4-Post,Rnd/Sq-Hole,Adj,24-32,-C		1	
DATA AT REST ENCRYPTION CAPABLE OPERATING SYS		2	
Jumper Crd,In-Cab,C13-C14,-C		2	
Documents,ASA-A150,-C		1	
SW-SMIRROR-CLD-ONTAP-ONE		1	
PS Deployment ONTAP, Standard, Low		1	
ASA A150 HA System,RJ45		2	
SW,ONTAP One Package,Per-0.1TB,SSD,S00,-C		228	
4hr Parts Replacement - 60 Months		1	
SupportEdge Advisor - 60 Months		1	

Subtotal: **\$48,240.25**



**SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT
AGREEMENT(S)**

Veeam

Description	One-Time	Qty	Ext. One-Time
Veeam Backup Essentials Universal License. Includes Enterprise Plus Edition features - 5 Year Subscription Upfront Billing & Production (24/7) Support	\$2,230.00	4	\$8,920.00
Universal license, sold by bundles of 5, minimum purchase of 2 bundles, maximum purchase 10 bundles. Includes VM, Server or Workstation Agents. Cloud VM or App Plug-In SAP/Oracle.			
VEEAM DATA CLOUD VAULT ADVANCED FOR AZURE. 1 TB. 1 YEAR SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT. CORE REGION DATA CENTER.	\$288.00	15	\$4,320.00
Subtotal:			\$13,240.00

Qnap

Description	One-Time	Qty	Ext. One-Time
QNAP TS-1673AU-RP-16G SAN/NAS Storage System - AMD Ryzen V1500B Quad-core (4 Core) 2.20 GHz - 16 x HDD Supported - 0 x HDD Installed - 16 x SSD Supported - 0 x SSD Installed - 16 GB RAM DDR4 SDRAM - Serial ATA/600 Controller - RAID Supported - 0, 1, 5, 6,	\$3,790.14	1	\$3,790.14
QNAP Mounting Rail Kit for Network Storage System	\$119.14	1	\$119.14
2PORT SFP28 25GBE NETWORK EXPANSION CARD LP PCIE GEN4X8 PCIE	\$531.10	1	\$531.10
QNAP 16 TB Hard Drive - 3.5" - SATA (SATA/600) - 7200rpm	\$508.31	8	\$4,066.48
QNAP Advanced Replacement - Extended Service - 5 Year - Service - Service Depot - Exchange - Parts	\$1,498.58	1	\$1,498.58
Subtotal:			\$10,005.44

Microsoft Server Perpetual Licenses

** This Tab Contains Optional Items*

Description	One-Time	Qty	Ext. One-Time
Please note this license will require that you must have a Microsoft account prior to purchasing.			
Windows Server 2025 Standard - 2 Core	\$147.00	24*	\$3,528.00
Windows Server 2025 - 1 User CAL	\$50.00	300*	\$15,000.00
Windows Server 2025 Datacenter - 2 Core	\$846.00	24*	\$20,304.00
* Optional Subtotal:			\$38,832.00



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

Professional Services Labor

Description	One-Time	Qty	Ext. One-Time
Marco Professional Services - Fixed Fee - Milestone 1 - Progress Billed Monthly	\$3,245.00	1	\$3,245.00
Marco Professional Services - T&M - Estimate - Progress Billed Monthly	\$24,595.00	1	\$24,595.00
Subtotal:			\$27,840.00

Professional Services Engagement

ABOUT THIS PROFESSIONAL SERVICES ENGAGEMENT

In addition to the Professional Service Engagement Agreement located at www.marconet.com/legal/business-it-product-agreements/professional-service-engagement-agreement, the following applies to this Professional Service Engagement:

ENGAGEMENT OVERVIEW - DESIRED GOALS AND OUTCOMES - CURRENT SITUATION

CITY OF UNIVERSITY CITY would like to refresh existing server(s), storage, and core switches. Server(s) will run Hyper-V and be backed up with Veeam.

CITY OF UNIVERSITY CITY will be responsible for all onsite racking and cabling. Marco engineering will be able to assist with as many as 2 hours of onsite racking and review per the current estimated hours, if required.

Netapp configuration will be a combination of CITY OF UNIVERSITY CITY racking and cabling, Netapp professional services, and Marco configuration and initial migrations.

ENGINEERING - DESCRIPTION OF SERVICES AND DELIVERABLES

The following solution will be considered "in-scope" for the purposes of this engagement:

Hyper-V

- HPE DL360 Server with Windows Server Microsoft Hyper-V cluster 2022/25
 - Assemble servers, update firmware, register and configure adv iLo
- Server with Windows Server Microsoft Hyper-V cluster 2022/25
 - Verify current backup solution supports proposed update
 - Configure ilo/iDrac critical alerts to CITY OF UNIVERSITY CITY or integrate per managed services best practices where applicable
 - M.2 - OS, R1
 - Servers will be connected with mGig ports and configured for 10Gb connectivity with 10GBaseT ports
 - Load Windows Server 2022/25, install Hyper-V role, and apply updates following current industry/Marco Hyper-V best practices
 - Rack and cable server
 - Photos: engineering will take entire rack photos and upload them to Marco SPTechstor for future reference
 - Install Hyper-V management tools



- For shared storage environments, clustering will be enabled following current industry/Marco Hyper-V best practices. NOTE: Hyper-V clustering will be tested for failover with non critical/test VMs prior to primary VM migrations

Virtual Servers

- Create VM's and assign resources
 - (2) Domain Controllers
 - (1) File Server
 - (1) Veeam Backup server
 - Use GPT over MBR for partitioning
- Migrate existing VMs to new hardware for those servers whose services and applications are not completely replaced with newly created VMs
- NEW Active Directory VM and transfer roles, services and ensure GPO updated for printers.
 - **NOTE:** If additional applications are found residing on existing VMs, a change order will be required to account for additional labor estimate to move and reinstall the application, including client updates
- NEW File Share VM. Transfer file shares and ensure GPO reflective of new server file shares. Include printer shares if migrating printing shares off existing VMs.
- NEW Backup - Veeam B&R
- Update Hypervisor Tools where applicable
 - **Note:** Issues encountered when updating hypervisor tools may result in additional labor needed to resolve and a change order will be required. Some systems may need to be rebooted during future maintenance windows in order for the hypervisor tools to complete updating and fall outside the scope of this project.
- For Veeam SureBackup jobs, where applicable, select new hosts to replace the old hypervisor hosts under each Virtual Lab to process resources needed for SureBackup jobs
- Ensure backup has new server VMs included, and SQL jobs are included where applicable for application consistent backups (all SQL servers)
- Install applicable MIT agents or coordinate with managed services/NOC for installation
- Fill out documentation in SPTechstor and Marco information stores. Update SPTechstor with onsite photos of server/cabinet racks
- Wherever possible old VMs will be shut down/removed from hypervisor inventory if all tasks are completed and validated by customer, by the end of the project. If VMs are left on server as part of fallback process, they will be relabeled and NIC will be removed from the VM to prevent unintentional availability.
- **NOTE:** Managed Services Agents will be removed from old hardware. Old server hardware will be SHUT DOWN if all migrations steps are completed at close of project. Old server hardware will not be wiped or prepped for recycling. Additional quotes from Marco eWaste or independent disk wipes using KillDisk (3 passes) are available via change order

NetApp ASA (all flash) A150 SAN

- Review existing storage network, storage, and server environment for design considerations
- Configure NetApp Initial configuration worksheets for working with NetApp pro services, e.g. IP addressing, etc
- Photos - engineering will take entire rack photos and upload them to Marco SPTechstor for future reference
- Ensure adequate UPS is available
- Configure Management Networks
- Perform initial configuration health checks with NetApp pro services to validate hardware health
- Remediate any issues identified during the health check
- Update Firmware and install software enablers
- ASA 150 will be connected to C9300 with iSCSI 2x TwinAX cables per controller



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

- Create support accounts for customer and link to array. Validate cloud connectivity
- All flash 12x 1.92 TB SSD
- Configure any additional support assistants for cloud integration
- Configure Storage LUNs and provision to hosts
 - If configuring encryption, copy encryption keys to secret server
- Where possible configure snapshots for volume protection - gold/silver/bronze - hr/8hr/daily and set retention
- Marco engineer to validate phone home connectivity is working.

UPS

- UPS - Utilizing existing

Meraki

- **New Meraki Portal**
 - Marco engineer will set up the following Meraki Dashboard accounts
 - Clean up or remove any unnecessary Meraki organization admins (if required)
 - Setup up Marco Access Following the standardized procedure for Managed or Non-Managed customers.
 - Create Network(s)
 - **NOTE:** Networks should be broken out by location
 - Claim the Meraki Order into inventory and tag physical addresses
 - Scheduling for updates
 - Scheduling deferral/windows on customer to customer basis
- **Meraki Switches - 2x stacked MS9300s**
 - Update to latest stable software version
 - Configure Host name, IP addressing, and VLANs as needed (Data and Voice)
 - **NOTE:** Voice should be broken out into dedicated VLAN, separate from Data (Delete)
 - **NOTE:** Additional VLANs may be required (Printers, IoT, Guest, etc) (Delete)
 - Configure QoS
 - Configure physical Stacking (if required)
 - Configure access switch port(s) for appropriate vlans (examples: phones, workstations, and access points)
 - Configure trunk port(s) to the Security Appliance and other switches
 - Please **NOTE:** Changes to existing VLANs has not been included within this scope of work
 - Label, mount, cable, apply power and test for proper operation

Veeam

- Retention Policy: 30 Days
 - Review available Immutability - where possible start at 14 days and review to enable full 30 days
- Veeam General and best practices, Marco Engineer will:
 - Use Unique, local (non domain) accounts with 14-20 char passwords for each component/credential and will not share passwords/accounts across components (e.g. NAS admin, local admin server admin, repository)
 - **NOTE:** If any existing issues or unsupported platforms are found during implementation, a change order will be required for new labor estimate and additional scope of work. Additional purchases may also be required in order to bring environment under supported configuration.
- QNAP NAS - On Prem Repository 8x 16TB in R10 for approx 48 TB usable (8 additional slots available)
 - Configure Networking and update firmware
 - Disable SMB

- Use RAID level 10 for resiliency and performance and configure storage pool
- Additional Security
 - Update QTS OS to latest and security updates
- Storage Volume - iSCSI
 - iSCSI Volume:
 - Create disk pool iSCSI LUN with Thin provisioning
 - Create iSCSI ACL for additional security
- External Cloud Repository - Azure - (Veeam Data Cloud Vault optioned)
 - Retention
 - Review customer retention settings and validate with customer. For anything outside of 30 days of backups, obtain retention request in email as confirmation. NOTE: Once immutability is set, customer will be responsible for paying any applicable monthly fees until backup has retention has been met
 - Establish tenant/relationship
 - Provision Veeam from VDC-Vault.VeeamDataCloud.com/welcome
 - Add Vault
 - Authorize Backup Server
 - Authorize license in Veeam Customer portal
 - From VBR, add the Vault repository
 - Verify Container with Azure Immutability
 - Create Name - VeeamDataCloudVault and Private
 - NOTE: Use of multiple on premise SOBR as well as multiple blob containers increases backup streams which can increase performance both in backup and restore, given adequate proxy resources to process as well as bandwidth
 - Copy and document: Account name, storage blob keys from storage container
 - Add these to Backup Repository credentials for Azure
- Veeam Components:
 - Backup and Replication Recommendations:
 - Install Current Marco supported version of Veeam Backup and Replication as VM to hypervisor (requires valid windows server licensing).
 - 16 GB ram, and 4 vCPU as resources allow and Veeam tasks demand. Larger environments may benefit from additional RAM and vCPU
 - Use Non-domain joined VM with unique credentials.
 - NOTE: Additional security posturing may be available via change order, such as ACL for RDP access
 - NOTE: If iSCSI connectivity is used from NAS, install iSCSI initiator role and configure
 - Veeam Proxies (Requires valid windows server licensing):
 - Deployed to each remote locations which have been included in managed backup quote with server and storage and deployed as VM on hypervisor cluster. 4-8 GB RAM, 2-4 vCPU required as resources are available and Veeam tasks demand. Larger environments may benefit from additional RAM and vCPU
 - Backup and Replication Configuration:
 - iSCSI initiator - NAS target
 - iSCSI ACL for additional security
 - Windows Server Disk Manager
 - Initialize GPT, Assign Drive Letter, ReFS with allocation unit size of 64k and format
 - Repositories - Add New Scale Out backup repository
 - Do not use per VM backup files. Yes - all jobs will be automatically updated to point to the scale-out (If existing simple repository)
 - Performance Tier - Local NAS
 - ReFS/iSCSI
 - Capacity Tier - Azure Cloud

- Add Scale-out backup repository
 - Performance Tier - Add Local Repository
 - Capacity Tier (External Repository - Azure blob)
 - Minimum 30 day retention on Cold Tier
 - Inventory
 - Add vCenter if available or local VM Hosts to inventory
 - Add physical infrastructure and protection groups for non virtual servers, requires use of Veeam Agent
 - Configure Backup Jobs
 - VMWare should be organized and clearly visible for Backed Up and non-critical VMs. Create VMWare and move VMs under either Backed Up, or non-critical VM folders
 - Veeam B&R and Proxy servers should be moved into the non-critical s as they do not require backup of themselves. Ensure encryption keys and initial Veeam configuration backup stored in SPtechStor
 - https://helpcenter.veeam.com/docs/backup/vsphere/vbr_config.html?ver=110
 - Encrypt backup sets for at rest encryption and store encryption key in a safe location
 - Configure jobs with Weekly Synthetic full and incremental daily updates for best blend of performance, data retention, and Azure costs. Avoid Active Full backups which will not leverage block clone space savings
 - Include the "Backed Up" VMWare folder for VMWare hypervisors, and Exclude the Non-Critical folder
 - Set Frequency and Retention
 - Forward Incremental with weekly Synthetic Fulls
 - Retention Policy: 30 Days
 - Immutability - start at 14 days and review to enable full 30 days
 - Add production SQL Server backups to backup job and confirm frequency of backups required (Where applicable)
 - SOBR capacity tier (Azure Blob): Copy backups as they are created
 - If bandwidth saturation is a concern with CITY OF UNIVERSITY CITY use Veeam bandwidth throttling to limit for Azure data copy
 - SureBackup
 - Configure environment to support SureBackups automated VM creation, testing, and reporting.
 - NOTE: Surebackup will create a test VirtualLab network and VirtualLab VM
 - Review/designate test subnet, if multiple locations exist additional design requirements are required
 - Add application groups (up to 2)
 - Add VMs to application groups (up to 3 per group)
 - NOTE: Advanced settings such as IP/name changes for additional testing require a change order and new labor estimate
 - NOTE: Testing is limited to a subset of VMs as well as customer hardware resources which are available. If additional VMs require testing (if more than 6 required, or more than the current hardware can support) then a change order for a new labor estimate and possibly additional hardware may be required
- Notifications
 - If customer email address is currently setup under global notifications, verify whether they would prefer to continue to receive daily digests from Veeam
- Configuration Backup
 - Export a configuration backup with encryption enabled and add a password



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

- Config backup will be located under the Repository, under a folder called VeeamConfigBackup
 - Do this for each repository
- Upload to SPTechStor along with password in secret server
- Virtual Servers
 - Install VMWare Tools to newly installed Veeam Servers where applicable
 - Install applicable MIT agents
 - Fill out documentation in SPTechstor and Marco information stores
- Review backup set with CITY OF UNIVERSITY CITY for additional input and confirmation that all critical systems have been included with backup

■ COORDINATION - DESCRIPTION OF SERVICES AND DELIVERABLES

The following tasks and deliverables for our Coordination Team will be considered “in-scope” for the purposes of this engagement:

- Ordering/tracking of product (if applicable)
- Technical resource assignment
- Technical resource scheduling
- NetApp professional services scheduling
- Scheduling of internal kick off & customer kick off meetings
- Project plan / project task list build
- Project communication / project status updates
- Facilitation of change orders (if applicable)
- Project closure

■ CLIENT RESPONSIBILITIES

- Participate in project kickoff call and additional project related conference calls, and assist in coordination and communication efforts
- If applicable, Client will provide full access to all premises as needed by Marco to perform its responsibilities under this Agreement. Any refusal or failure to provide access shall relieve Marco of its performance obligations and may require a change order for additional services to complete the work at a future time. Client will also provide a suitable work area for Marco personnel if work is completed on premises. When and where applicable, Marco will configure remote access to the Clients network for post-installation remote support. Questions or concerns with Marco having this access should be communicated during the review of this Professional Services Engagement Agreement in order to discuss alternative methods of support. When remote access support is authorized, Marco will use this access whenever a support ticket is created. Marco will communicate with Client prior to Marco accessing the Clients systems for any non-support ticket remote access needs.
 - Disposal of retired equipment has not been included within this estimate. Old equipment will be shut down (if migration has been completed) at close of the project, but not recycled. Recycling services may be available through Marco's eWaste division, if needed and if services are available in your area.
- If all VM data was able to be migrated by project close, the old physical server should be shut down and power cord unplugged. If additional services are needed a change order will be required for additional labor and services around recycling and/or data wiping.
- **HPE:** NOTE: CITY OF UNIVERSITY CITY will be required to setup an account and register for HPE Greenlake Compute Ops

■ SERVICES ASSUMPTIONS, EXCLUSIONS, AND NOTES



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

Please list any Assumptions, Exclusions, and Important Notes for the purposes of this engagement:

- Migration as defined above may not include labor estimate for migrating the entire Virtual Machine stack in which case CITY OF UNIVERSITY CITY is responsible for migrating the remaining VMs, after Marco completes initial migrations and validates build out as well as migration path with CITY OF UNIVERSITY CITY
- Power and connectivity must have the ability to support both current and new systems in tandem until the migration phase has been completed
 - Labor estimate includes single trip for racking and cabling. Additional trips for phased in approach of servers/components (due to unavailability of ports, power, etc) will require a change order
- Server/SAN rail kit solutions do not support non standard racks. If non standard racks are to be used a change order will be required to physically modify the existing rack or replace it with a standardized rack
- Depending upon ISP bandwidth and bandwidth saturation due to client use, initial seeding may be required along with change order and additional labor estimate. Additional bandwidth may be required for optimum transfer to cloud or additionally a secondary network may be preferred in some cases, requiring additional firewall configurations. Additional firewall labor has NOT been included within this estimate, but may become available through a change order for additional labor hours



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT
AGREEMENT(S)

Quote Summary - One-Time Expenses

Description	Amount
Meraki C9300X Switch Option	\$22,922.30
Twinax Cables	\$412.00
HP DL360 Gen 11 Server	\$30,749.97
NetApp	\$48,240.25
Veeam	\$13,240.00
Qnap	\$10,005.44
Professional Services Labor	\$27,840.00
Total: \$153,409.96	

*One-Time * Optional Expenses*

Description	One-Time
Microsoft Server Perpetual Licenses	\$38,832.00
Optional Subtotal: \$38,832.00	

Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	1	One-Time	\$153,409.96

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	



■ Approval

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
- Client represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, any Product Agreement(s) referred to herein, and applicable policy(ies) ("Terms and Conditions") which are located at www.marconet.com/legal for the Products it is obtaining as identified in this Schedule of Products.
- If the parties have negotiated changes to the Terms and Conditions that have been reduced to writing and signed by both parties, the modified version(s) of such Terms and Conditions, that have not expired or been terminated, shall replace the online version(s).
- Client agrees to use electronic signatures, electronic communications, and electronic records to transact business under the above documents.
- The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.
- Payments made via credit card are subject to a 3% surcharge.
- A \$30 fee will be assessed for any returned payment.
- Price availability is subject to change without notice at any point during or after the quotation, ordering, and fulfillment process.

Marco Technologies, LLC

CITY OF UNIVERSITY CITY

Signature: _____

Prepared for: Eric Walls

Name: _____

Signature: _____

Title: _____

Signed by: _____

Date: _____

Title: _____

Date: _____

PO Number: _____

Email Address: _____



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER: <i>For City Clerk Use</i>	CA20250908-06

SUBJECT/TITLE: FY24 Facade Improvement Funding			
PREPARED BY: Brooke A. Sharp		DEPARTMENT / WARD Economic Development	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	No
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval.			
FISCAL IMPACT: The Fund 11 Fund Reserves will be reduced by \$60,000			
AMOUNT:	\$60,000	ACCOUNT No.:	11.45.78.8170
FROM FUND:	Fund 11 Fund Reserves	TO FUND:	11.45.78.8170
EXPLANATION: Staff is requesting to have \$60,000 pulled from the Fund 11 Fund Reserves to cover Facade Improvement Projects from fiscal year 2024.			
STAFF COMMENTS AND BACKGROUND INFORMATION: In FY24, Council approved several Facade Improvement Projects. There were four projects that were not completed until this year. Staff is requesting to have \$60,000 moved from the reserves to cover projects for 7271 Olive, 7273 Olive, 8500 Olive, and 8430 Olive.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: FY24 Council Agenda Item for Facade Improvement from May 13, 2024.			
LIST CITY COUNCIL GOALS (S): Economic Development			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	September 8, 2025



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER: <i>For City Clerk Use</i>	CA20240513-05

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

2024



Economic Development Retail Sales Tax Board

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

March 20, 2024

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

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

RE: Actions Taken at February 29th Special Session

Dear Mr. Rose and Ms. Reese,

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

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

applications:

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

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

Please do not hesitate to contact me with any questions.

Sincerely,

/s/ Kathy Sorkin

Kathy Sorkin, Chairperson
Economic Development Retail Sales Tax Board

Facade Improvement Program 2024

CITY OF UNIVERSITY CITY

ECONOMIC DEVELOPMENT





FACADE IMPROVEMENT PROGRAM

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

Key Goals

To strengthen and expand the commercial base of University City.

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

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

**URBAN SPROUTS CHILD
DEVELOPMENT CENTER**

**6767 &
6777 Olive Blvd.**

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

Improvements

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

6777 OLIVE BLVD.

6767 OLIVE BLVD.



Urban Sprouts Renderings



677 OLIVE BLVD.

6767 OLIVE BLVD.



2024

**MAGG BOYZ
PROPERTIES, LLC**

**7267-73
Olive Blvd.**

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

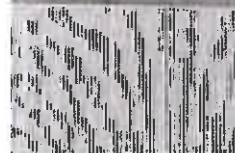
Improvements

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

REAR of BUILDING



7273 Olive Blvd.



7271 Olive Blvd.



7267 Olive Blvd.



MACE BOYZ PROPERTIES LLC
Renderings



7213 Olive Blvd.

7271 Olive Blvd.

7267 Olive Blvd.



International Grocer & Coin Laundry Mat

**8430 &
8500 Olive Blvd.**

TOTAL PROJECT COST- \$73,562
AMOUNT REQUESTED- \$30,000

Improvements

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

8430 OLIVE BLVD.

8500 OLIVE BLVD.



Mary Gorman

6267 & 6273

TOTAL PROJECT COST- \$4,000

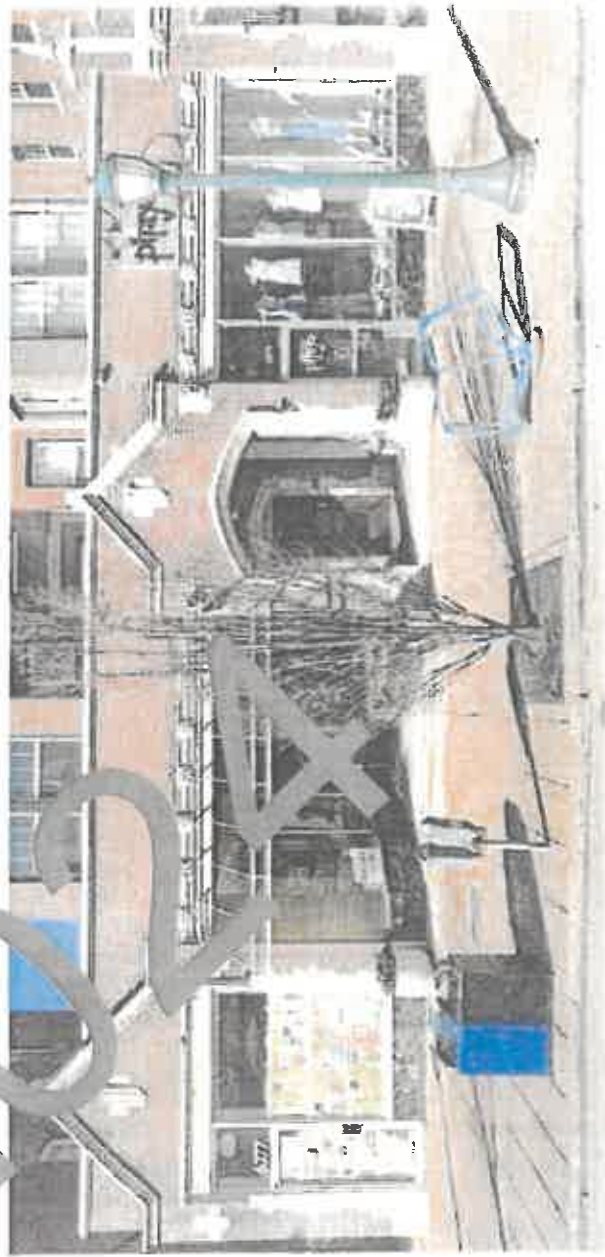
AMOUNT REQUESTED- \$2,000

Improvements

- New awning installation
- Reupholster of existing awning structure.

6273 DELMAR BLVD.

6273 DELMAR BLVD.



Greg Belger

6307&6309 Delmar

PROJECT TOTAL COST- \$60,000

REQUESTED AMOUNT- \$30,000

Improvements

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

6309 Delmar Blvd

6307 Delmar Blvd

6307/09 Delmar Blvd

Front



Rear



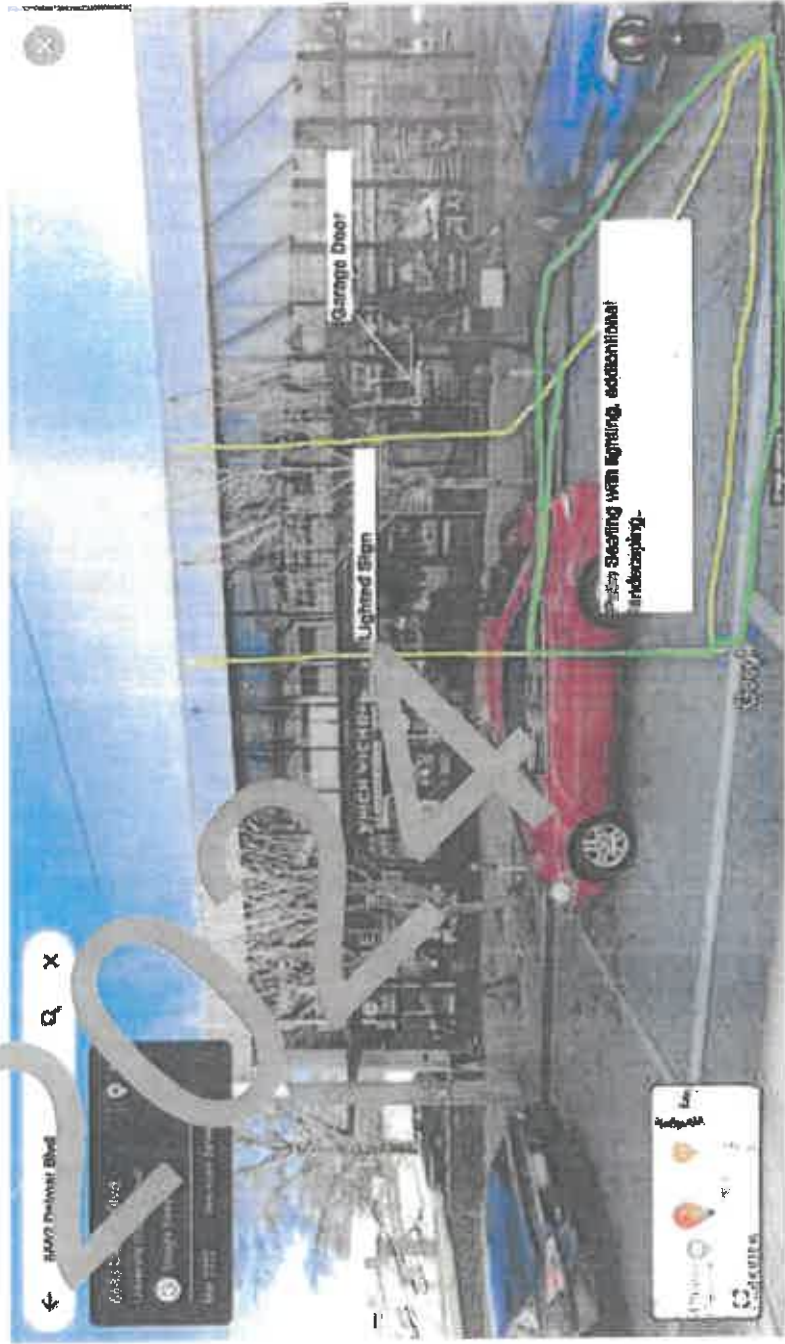
Hatchet Haus

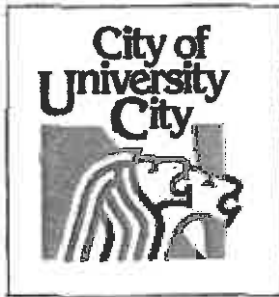
6662-C Delmar

TOTAL PROJECT AMOUNT - \$20,200.
AMOUNT REQUESTED - \$10,100

Improvements

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





University City Façade Improvement Program

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

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

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

Eligibility to Apply

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

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

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

Generally Eligible Improvements

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

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

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

Generally In-Eligible Improvements

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

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

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

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

2024

Property Improvement Standards

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

Terms and Conditions

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



University City Commercial Façade Improvement Program Application

Date of Application: 01/16/2024

I. APPLICANT AND BUSINESS INFORMATION

Name of Applicant: Jonathan McMiller
Name of Business: MACC Boyz Properties
Business Address: 7271 Olive Blvd, 63130
Project Address (if different): 7271 Olive Blvd, 63130
Phone Number: 314-369-9621 E-mail Address: jmmcmiller@maccboyz.com
Type of Business: Banquet Hall Space
Minority/Women/Veteran Owned? ☐ Yes, please provide documentation.

II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name of Property Owner: _____
Telephone Number: _____
E-mail Address: _____
Business Address: _____

III. PROJECT FINANCING INFORMATION

Total Project Cost: \$26,794.00
Amount of Grant Funds Requested: 13,397.00
Percentage of Total Project Cost Requested: 50%

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

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130
or email to mmiles@citymo.org.

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

Cash. Letter of Funds attached to this packet

IV. PROPOSED FAÇADE IMPROVEMENTS

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

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

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

NOTE: Applicant must complete project within one (1) year of application approval
Complete by project completion date July 1, 2024

V. ADDITIONAL SUBMISSIONS AND REQUIREMENTS

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

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130 or email to mmiles@ucitymo.org.

VI. CERTIFICATION

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

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

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

APPLICANT

Jonathan D. McMiller

Name (print)

Operations Manager

Title

Jonathan D. McMiller

Signature

01/16/24

Date

PROPERTY OWNER (if different)

Name (print)

Title

Signature

Date

FOR OFFICE USE ONLY

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

Business License and Occupancy Permit current? YES ☐ NO ☐

Project Approved as stated In Application YES ☐ NO ☐

If No, Explain Modifications _____

Application Approved:

Signature

Print Name

Date

Applicant Notified to Proceed:

Date

Notification Method (Email, Phone, etc.)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130
or email to mmiles@ucitymo.org.

MACC BOYZ PROPERTIES, LLC

7271 Olive Blvd

St. Louis, MO 63130

Dear Mr. Miles

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

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

We are requesting \$15,000.00 to assist us as we are developing 7271 Olive Blvd into a transformative Office Coworking space. This space will bring together professionals and clients from across the Metroplex area to conduct business.

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

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

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

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

Sincerely,

Jonathan McMiller

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



University City Commercial Façade Improvement Program Application

Date of Application: 01/16/2024

I. APPLICANT AND BUSINESS INFORMATION

Name of Applicant: Jonathan D. McMiller
Name of Business: Macc Boyz Properties LLC
Business Address: 7271 Olive Blvd., 63130
Project Address (if different): 7273 Olive Blvd, 63130
Phone Number: 314-369-9621 E-mail Address: jmcmler@macboyz.com
Type of Business: Office Spaces
Minority/Women/Veteran Owned? ☐ If yes, please provide documentation.

II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name of Property Owner: _____
Telephone Number: _____
E-mail Address: _____
Business Address: _____

III. PROJECT FINANCING INFORMATION

Total Project Cost: 31,289.00
Amount of Grant Funds Requested: 15,000.00
Percentage of Total Project Cost Requested: 48%

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

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130
or email to mmiles@ucitymo.org.

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

Attached is certified bank letter showing available funds.

IV. PROPOSED FACADE IMPROVEMENTS

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

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

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

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

V. ADDITIONAL SUBMISSIONS AND REQUIREMENTS

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

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130 or email to mmiles@ucitymo.org.

VI. CERTIFICATION

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

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

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

APPLICANT

PROPERTY OWNER (if different)

Jonathan D. McMiller

Name (print)

Name (print)

Operations Director

Title

Title

Signature

Signature

01/16/2024

Date

Date

FOR OFFICE USE ONLY

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

Business License and Occupancy Permit current? YES ☐ NO ☐

Project Approved as stated in Application YES ☐ NO ☐

If No, Explain Modifications _____

Application Approved:

Signature

Print Name

Date

Applicant Notified to Proceed:

Date

Notification Method (Email, Phone, etc.)

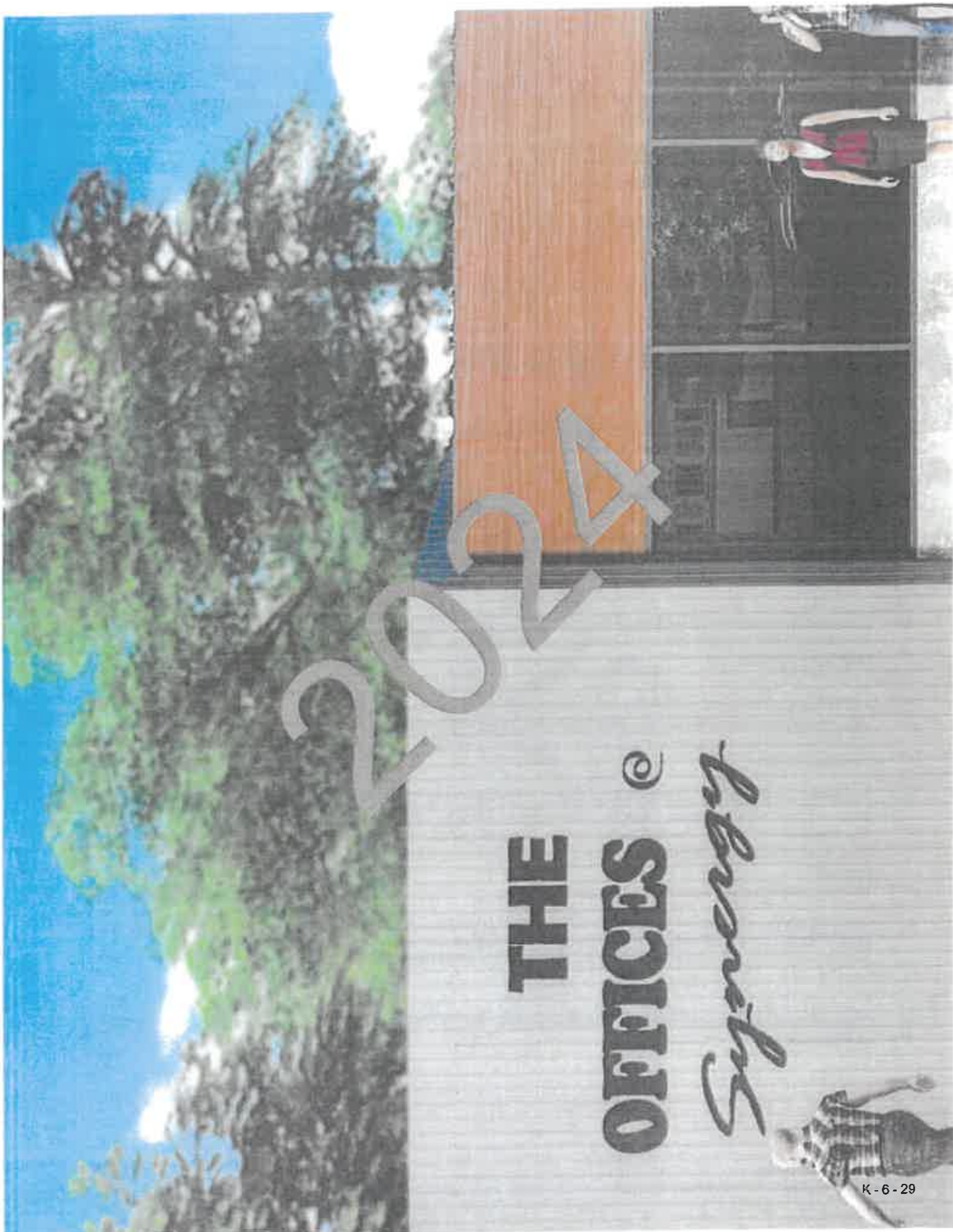
Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130
or email to mmiles@ucitymo.org.





2024

Libraries
THE OFFICES ©





PROPOSAL

Whitley Enterprise LLC

General Contracting & Construction Management

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

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

Invoice Num
Date
Due Date
Terms

WE766586w14
Jan 07, 2023
n/a
50% Down
50% Completion

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

Payment Info

Check Payable to : Whitley Enterprises, Inc.

Subtotal

\$31,941.00

Tax (0%)

\$0.00

K - 6 - 30



MACC Boyz Properties, LLC

Florissant, MO 63034

314-369-9621

maccboyzproperties@gmail.com

Estimate

#MBP0106247273

Invoice Date: 01/06/2024

Owner: MACC BOYZ PROPERTIES

Address: 7273 Olive Blvd St. Louis, MO 63121

Description	Cost
Place new planting soil, nutrients/fertilizer and new flowers in the flower bed. Various flowers and green foliage will be used to give the entry way a new look.	\$1,975.00
- Daylilies - Petunias - Marigolds - Fountain Grass	
A complete set of 6 light fixtures to be placed around the building according to the specified layout. Specs as follows for each light:	\$3,820.00

DIMENSIONS W x D x H	WATT	LUMENS	COLOR	RATED HOURS
14 x 7 1/2 x 9 1/2"	150	17,700	Daylight (6000K)	50,000

The contractor shall make, modify, or enlarge penetrations through the interior and exterior walls as necessary to support placement of the lighting and shall repair and paint any damage incurred to exactly match existing conditions, including any damage, or cutting of the walls, floors and ceilings.

Replace South Entry door with the following specs: 3,890.00

RHR 3'0" x 7'0" x 1-3/4" Hollow Metal Door with 5-3/4" Jamb Depth HM Welded Frame. Frame Outside Dimensions 40"W x 86"H. Prep for lite kit (24"W x 30"H CUTOUT ONLY). Prep for (3) 4.5" hinges. Panic & Closer reinforcements.

Clean asphalt area, apply 2 coats of commercial grade sealer with a polymer additive. Fill large crack in with rubber using a V-Squeegee.
Restripe original parking stalls. \$2,199.36

Install six (6) CCTV cameras (see layout) on the front, west side, and rear entrances of the building, as well as a DVR, UPS, and link set up to a television. The DVR will be required to provide recordings for thirty (30) days, after which will record over the oldest recorded footage. Specs listed below:
Preset Voice Alerts with Siren
Spotlight

4k Bluetooth

2way audio

*Install 5" white metal gutters approx. 36 ft \$3,578.00

*Downspout to be attached every 30ft. (Shall terminate no higher than 6in off grade)

* All applicable hardware, elbows to be included

*Gutter guards to be installed.

*Contractor to remove existing gutters and clean up workplace debris.

Total: \$19,602.36

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

Begin Work: After March 1, 2024

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

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

Customer Print

Name: _____

Customer Signature: _____

Date: _____

*Make checks payable to Macc Boyz Properties.

PROPOSAL

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



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

Email: rusty@stglazing.com

Job: 7273 Olive

Quoted Per: Plans & Specs
Addendum:

Supply Labor and material for the following:

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

Includes brake metal seal

Demolition of existing BY OTHERS

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

Total: \$ 9,260.00

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

Total: \$4,310.000

Bid Does Not Include:

Final Clean

Protection of installed materials

SIGNED: **Rusty Beckham**

DATE: 09/13/23

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

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

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

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

BID FOR PROPOSAL

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

PROPOSAL #: 3597
DATE: 01/10/2024

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

COMMENTS OR SPECIAL INSTRUCTIONS:

#	DESCRIPTION	TOTAL
1.	Quote to: Furnish and install Oldcastle 2000 series 2000 X 40 X 2" Clear Anodized framing into front opening approximately 240" X 82" divided into four equal lites, with each lite to be approximately 57" X 79" with 1/4" clear tempered safety glass in each lite. Existing opening to have current framing removed prior to the installation by others	8,964.52
2.	Remove / replace existing exterior doors, including all applicable interior and exterior trim and finish work. Furnish and install continuous weatherstripping, no daylight shall be visible from the exterior. Installation of 36" Right Hand Outswing, fire rated steel door, knockdown frame rear door and 36" Standard Aluminum, 3/16" clear tempered glass, Right Hand in swing door, anodized finish. Includes all applicable trim and finish work.	\$4,296.65 (Front) \$4,018.05 (Rear)
3.	Install CCTV system throughout exterior of building. System will consist of 6 cameras total. Camera directional aim will be tested upon installation to ensure coverage and viewpoints are to customers satisfaction. Integration to remote live online monitoring will be provided in addition to DVR services to record up to a month of footage. 4K video recording, Pre-installed 4TB HDD with 16x 5MP IP Camera resolution 2592x1944 Wall mounted units.	\$4,606.35
4.	LED Exterior lighting to be installed on 3 sides of the building. Front (2lights), side (2lights), back (2 lights) Recommended lighting: 100W Dusk to Dawn Led Outdoor Light, 9000LM Exterior Flood Security Lights, IP65 Waterproof 3 Adjustable Heads Security Lights. Integration into existing electrical panel will be utilized. No upgrade to service needed.	\$4,827.90
5.	Gutters currently detaching from building. Replace with approx. 37' seamless gutter run. Install two downspouts on the edge of each building corner. Metal gutters, white base paint, gutter guards to be installed to prevent clogging. All hardware included.	\$3,605.50
6.	Enhance entryway flower area with variation of low maintenance flowers and greenery plants. Variation of perennial and annual flowers and greenery/grasses to fill in. (Marigolds, petunias, boxwood)	\$2,311.00

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

Make all checks payable to Diversi-Craft Development Group

We Accept



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

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

THANK YOU FOR YOUR BUSINESS!





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

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

Re: Your request for account information

Dear Jonathan Mcmillar

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

Account Number (Last 4 digits)	Account Balance as of 01/16/2024	Date Opened
5453	46,730	04/19/2018

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

Thank you again for choosing U.S. Bank.

Sincerely,


Sarah Meyer
Client Relationship Consultant
Bissell Hills
314.868.1415

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



06/20



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

Binder Summary Sheet

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

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

Insurer:
Mesa Underwriters Specialty Insurance Company

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

Term: Twelve Months

Binder ID: UIBRN-Q

State: MO

Percent Earned: 2.06

In accordance with your instructions, we have bound the following Commercial Lines coverage; provided we receive a properly completed application and a premium payment within 30 days of the effective date shown above.

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

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

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

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

CG2132 – Exclusion – Communicable Disease will apply at renewal.

Roofs that have not been updated within 25 years (or 15 years for shingle or flat roofs), form MUS010130014 Roof Damage Exclusion will apply at renewal.

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

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

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

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

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

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

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

CP1075 Cyber Incident Exclusion will apply at renewal.

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

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

General Liability:

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

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

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

* Excludes Professional, Nuclear Energy, War, Punitive, Exemplary, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Subsidence, Mold, Spores, Fungus, Known or Suspected Environmental Damage, Exclusion - Losses, Claims and Litigation Preceding Inception of Policy, Property Damage Claims in Progress, Participants, Assault & Battery, Abuse or Molestation, Liquor, Communicable Disease, Cancer, Employment Related Practices, Leased Workers, Voluntary Labor, Electromagnetic Fields, Injury To Contractors / Subcontractors / Suppliers / Vendors / Subcontractors, Radioactive Contamination, New Entities, Hired & Non Owned Autos, 2000 Computer Related and Other Electronic Problems, Violations of Statutes That May Be Attached to Any Policy Issued as a Result of This Quotation. CG2144 Limitation - Designated Premises Exclusion: MUS010120089 Exclusion - Infringement of Intellectual Property; MUS010120112 Exclusion - Occupational Disease.

Property:

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

\$ 200,000 Building

Valuation: RCV

Coverage Form: Special Including Theft

Coinurance: 90%

Wind & Hail Coverage: Included

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

All Other Perils Deductible: \$2,500

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

\$ 240,000 Building

Valuation: RCV

Coverage Form: Special Including Theft

Coinurance: 90%

Wind & Hail Coverage: Included

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

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

\$ 212,000 Building

Valuation: RCV

Coverage Form: Special Including Theft
 Coinsurance: 90%

Wind & Hail Coverage: Included

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REAL ESTATE TAX RECEIPT

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

No Taxes Are Due

Effective 1/14/2024

Tax Year: 2023

Locator Number: 17J510450

Owner Name: Macc Boyz Properties L L C

Property Location: 7271 Olive Blvd

Subdivision: W L Musick Subd

Block Number: 3

Lot Number: 16

School Sub Code: 011K

Legal Description:

Assessed Value: \$47,800.00

Office Use: TPRNZ05D4M0N12187T20240114/2024 6:16:04 PM

e Taxes Paid:

Locator Number - 17J510450

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

Commercial surcharges apply to this property.

Additional charges amount may include charges and fees for:

Check/Returned Payment Fees (\$25.00 each)

Additional surcharges.

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

Assessment charges, interest and penalties.

Interest and penalties.

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

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

2024



University City Commercial Façade Improvement Program Application

Date of Application: JANUARY 6, 2024

I. APPLICANT AND BUSINESS INFORMATION

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

II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name of Property Owner: CROWN PROPERTIES
Telephone Number: 314 862 5119
E-mail Address: _____
Business Address: 601 N 5th St 218

III. PROJECT FINANCING INFORMATION

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

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130
or email to mmiles@ucitymo.org.

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

Credit Card and business finances

IV. PROPOSED FAÇADE IMPROVEMENTS

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

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

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

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

V. ADDITIONAL SUBMISSIONS AND REQUIREMENTS

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

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130 or email to montez.miles@ucitymo.org

VI. CERTIFICATION

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

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

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

APPLICANT

OLUSOLAPE FALAKO
Name (print)

OWNER
Title

[Signature]
Signature

01/07/2024
Date

PROPERTY OWNER (If different)

OLUSOLAPE FALAKO
Name (print)

OWNER
Title

[Signature]
Signature

01/07/2024
Date

FOR OFFICE USE ONLY

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

Business License and Occupancy Permit current? YES ☐ NO ☐

Project Approved as stated in Application YES ☐ NO ☐

If No, Explain Modifications _____

Application Approved:

Signature

Print Name

Date

Applicant Notified to Proceed:

Date

Notification Method (Email, Phone, etc.)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130
or email to mmiles@ucitymo.gov.



University City Commercial Façade Improvement Program Application

Date of Application: JANUARY 7th 2024

I. APPLICANT AND BUSINESS INFORMATION

Name of Applicant: OLUSOLAPE FALAKO
Name of Business: MORGE VILLAGE LAUNDRY
Business Address: 8500 OLIVE BLVD
Project Address (if different): SAME
Phone Number: 314 265 5531 E-mail Address: OLUSOLAPE@NETSCAPE.NET
Type of Business: LAUNDRY
Minority/Women/Veteran Owned: ☒ Yes, please provide documentation.

II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name of Property Owner: OLUSOLAPE FALAKO
Telephone Number: 314 265 5531
E-mail Address: OLUSOLAPE@NETSCAPE.NET
Business Address: 843 OLIVE BLVD, ST. LOUIS, MO

III. PROJECT FINANCING INFORMATION

Total Project Cost: 43,230
Amount of Grant Funds Requested: 15,000
Percentage of Total Project Cost Requested: 50%
(Maximum funding request cannot exceed 50% of the proposed project cost, up to \$15,000)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130
or email to mmiles@ucitymo.org

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

Credit Card and Personal Loans

IV. PROPOSED FACADE IMPROVEMENTS

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

Power Washing - As soon as Spring starts
New Window Installation - Summer
Tuck pointing - Spring
Sign Installation - Summer/ Spring

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

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

V. ADDITIONAL SUBMISSIONS AND REQUIREMENTS

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

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130 or email to mmiles@ucitymo.org.

VI. CERTIFICATION

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

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

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

APPLICANT

PROPERTY OWNER (if different)

OLUSOLARE FALUKO
Name (print)

Name (print)

OWNER
Title

Title

[Signature]
Signature

Signature

02/06/2024
Date

Date

FOR OFFICE USE ONLY

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

Business License and Occupancy Permit current? YES ☐ NO ☐

Project Approved as stated in Application YES ☐ NO ☐

If No, Explain Modifications _____

Application Approved:

Signature

Print Name

Date

Applicant Notified to Proceed:

Date

Notification Method (Email, Phone, etc.)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130
or email to mx:miles@ucitymo.org.

VI. CERTIFICATION

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

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

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

APPLICANT

PROPERTY OWNER (if different)

OLUSOLAPE FALAKO
Name (print)

Name (print)

OWNER
Title

Title

[Signature]
Signature

Signature

02/16/24
Date

Date

FOR OFFICE USE ONLY

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

Business License and Occupancy Permit current? YES ☐ NO ☐

Project Approved as stated in Application YES ☐ NO ☐

If No, Explain Modifications _____

Application Approved:

Signature

Print Name

Date

Applicant Notified to Proceed:

Date

Notification Method (Email, Phone, etc.)

Submit completed application to Montez Miles, City of University City, 6801 Delmar Blvd., University City, MO 63130
or email to mmiles@ucitymo.gov

2024



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER: For City Clerk Use	CA20250908-07

SUBJECT/TITLE: Right-of-Way Easement Deed to MoDOT for Olive Boulevard ADA Sidewalk Installation in Heman Park.			
PREPARED BY: Mirela Celaj, Public Works Director		DEPARTMENT / WARD Public Works	
AGENDA SECTION: Consent	CAN ITEM BE RESCHEDULED?		
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval.			
FISCAL IMPACT:			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: The Missouri Department of Transportation (MoDOT) is working on a road improvement project at Olive Boulevard. MoDOT is requesting a permanent easement of approximately 52 sq. ft. within Heman Park to install two sidewalk panels providing ADA-compliant crosswalk access at the southwest corner of Olive Boulevard and Pennsylvania Avenue. The property will remain part of the park, and MoDOT will maintain the panels after construction. MoDOT is also requesting that the City waive compensation for the easement and sign a donation letter.			
STAFF COMMENTS AND BACKGROUND INFORMATION: See attached Staff Report			
CIP No.			
RELATED ITEMS / ATTACHMENTS: Staff Report Right-of-Way Easement Deed ROW Sheet Easement Donation Letter			
LIST CITY COUNCIL GOALS (5): Improved Infrastructure			
RESPECTFULLY SUBMITTED: City Manager, Gegory Rose		MEETING DATE:	September 8, 2025

AGENDA ITEM – STAFF REPORT

MEETING DATE: September 8, 2025
DEPARTMENT: Public Works
AGENDA SECTION: Consent
AGENDA ITEM TITLE: Right-of-Way Easement Deed to MoDOT for Olive Boulevard
ADA Sidewalk Installation in Heman Park

ADDITIONAL BACKGROUND INFORMATION:

The Missouri Department of Transportation (MoDOT) will be replacing and repairing sidewalks along Olive Boulevard to ensure that the corridor is compliant with the Americans with Disabilities Act. MoDOT needs to install two sidewalk panels next to a crosswalk signal at the southwest corner of Olive Boulevard and Pennsylvania Avenue. The two sidewalk panels would provide crosswalk access to Heman Park. The installation area is in Heman Park along the property line, so MoDOT is requesting that a permanent easement be donated to MoDOT. The property would remain in Heman Park, subject to the easement. MoDOT would maintain the two sidewalk panels after the initial construction is completed. The easement area would be approximately 52 square feet and is shown on the attached Right of Way Sheet.

MoDOT is also requesting that University City waive compensation for the easement and sign the attached donation letter evidencing such waiver.

The Public Works Department has determined that the easement area is not needed for other uses, and the City Manager has determined that waiver of compensation is appropriate.

CCO FORM: RW23
Approved: 06/96 (RMH)
Revised: 10/23 (JDS)
Modified:

COUNTY: St. Louis
ROUTE: 340
PROJECT: J6P3510C
PARCEL: 126A

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
EASEMENT FOR HIGHWAY PURPOSES**

THIS INDENTURE, made this ____ day of _____, 20__, by and between City of University City, a Missouri municipality, of the County of St. Louis, and State of Missouri, 6801 Delmar Blvd, University City, MO 63130, (grantor), and the State of Missouri, acting by and through the Missouri Highways and Transportation Commission, 105 W. Capitol Avenue, Jefferson City, MO 65102, (grantee).

WITNESSETH, that the said grantor, in consideration of the sum of **ONE AND NO/100 DOLLARS, (\$1.00) and other valuable consideration**, to it paid by the said grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto said grantee, its successors and assigns, the following described permanent easement and interests in real estate in the County of St. Louis, State of Missouri, and being more particularly described in **EXHIBIT A – PROPERTY DESCRIPTION**, attached hereto and made part hereof.

A tract of land being part of Blocks 3, 4 and 5 of Central Heights as recorded in Plat Book 7, page 3 and part of Lot 17 of Central Suburbs, as recorded in Plat Book 7, page 23, both subdivisions being part of Section 2, Township 45 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, and being more particularly described in Exhibit A as a permanent sidewalk easement for the construction and maintenance of a sidewalk.

This conveyance includes all the realty and realty rights described in Exhibit A that lie within the limits of a tract of land described and recorded with the St. Louis County Recorder of Deeds in Plat Book 7 at Page 3.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said grantee, its successors and assigns; the said grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises from which permanent easement is herein conveyed; that it has good right to convey the same.

IN WITNESS WHEREOF, the said grantor has executed the above the day and year first above written.

City of University City, a Missouri municipality

By: _____
(Signature)

(Print Name)

(Title)

ACKNOWLEDGMENT BY CITY

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of _____, 20__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the **University City, a Missouri municipality** and that the foregoing instrument was signed and sealed on behalf of the City of _____ and that he/she acknowledged said instrument to be the free act and deed of the City of _____ and that it was executed for the consideration stated therein and no other.

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

Notary Public
[Place SEAL under signature]

My Commission Expires: _____

Title (name or identification of project)		County	
J6P3510C Route C – Corridor 15 Missouri State Route 340 - (Olive Boulevard) Parcel 126A – PE		St. Louis	
		City (if applicable)	State
		University City	MO
		Date Prepared	Sheet
Licensee Name (sole proprietor, partnership, corporation, LLC, or government)		Oct. 29, 2024	1 of 3
Engineering Design Source, Inc. 16305 Swingley Ridge Road, Suite 500 Chesterfield, MO 63017 636-537-5585		Professional Surveyor Name (print)	
		Michael C. McHenry	
		Discipline	
		Professional Land Surveyor	
		License or Certificate of Authority No.	
		MO # 2002030547	
Professional Surveyor (Signature)		Date	
<i>Michael C. McHenry</i>		May 15, 2025	
			
Only the following legal description contained in this "EXHIBIT" is authenticated by this seal.			

PARCEL 126A – PERMANENT EASEMENT

A portion of a tract of land, being part of Blocks 3, 4 and 5 of Central Heights as recorded in Plat Book 7, page 3 and part of Lot 17 of Central Suburbs, as recorded in Plat Book 7, page 23, both subdivisions being part of Section 2, Township 45 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said Permanent Easement described as follows:

Beginning at the intersection of the Southwestern corridor boundary of Missouri State Route 340 (Olive Boulevard) and the Western corridor boundary of Pennsylvania Avenue (60-feet wide), 45.30 feet right of station 138+46.59, of the herein described Construction Centerline of Missouri State Route 340 – Job No. J6P3510C; thence South 07 degrees 07 minutes 37 seconds West, along said Western corridor boundary, 11.65 feet, 55.30 feet right of station 138+52.57; thence North 51 degrees 59 minutes 24 seconds West, 5.24 feet, 55.30 feet right of station 138+47.32; thence North 07 degrees 07 minutes 37 seconds East, 11.65 feet, to said Southwestern corridor boundary, 45.29 feet right of station 138+41.34; thence South 51 degrees 59 minutes 24 seconds East, along said Southwestern corridor boundary, 5.24 feet, to the Point of Beginning.

The above described Permanent Easement contains 52 square feet\0.0012 acres.

THE CONSTRUCTION CENTERLINE OF MISSOURI STATE HIGHWAY 340 JOB NO. J6P3510C-OVERALL

Bearings used in this description are based on Grid North of State Plane Missouri East Coordinate System, FIPS Code 2401, North American Horizontal Datum 1983 (NAD 83).

COMMENCING at an iron pipe found at the Southwest corner of Lot 5 of MARKET AT OLIVE PLAT 3, a Consolidation Plat of part of Beyers Subdivision, recorded in Plat Book 371, Page 163 of the St. Louis County Recorder's Office, St. Louis County, Missouri;

Thence North 21 degrees 48 minutes 51 seconds West, 878.04 feet, to Station 0+00.00, on the Construction Centerline of Missouri State Highway 340 – Job No. J6P3510C, being the POINT OF BEGINNING of the herein described centerline.

Thence along said centerline the following courses and distances:

South 89 degrees 51 minutes 07 seconds East, 1,410.93 feet, to a point of curvature at Station 14+10.93; Thence 943.58 feet, along said curve to the right, having a radius of 12,000.00 feet, a chord bearing of South 87 degrees 35 minutes 57 seconds East and a chord distance of 943.34 feet, to a point of tangency, at Station 23+54.51; Thence South 85 degrees 20 minutes 48 seconds East, 1,746.00 feet, to a point of curvature, at Station 41+00.51; Thence 323.60 feet, along said curve to the right, having a radius of 4,463.00 feet, a chord bearing of South 83 degrees 16 minutes 10 seconds East and a chord distance of 323.53 feet, to a point of tangency, at Station 44+24.11; Thence South 81 degrees 11 minutes 32 seconds East, 3,147.27 feet, to a point on tangent, at Station 75+71.38; Thence South 83 degrees 09 minutes 04 seconds East, 350.52 feet, to a point on tangent, at Station 79+21.90; Thence South 81 degrees 05 minutes 37 seconds East, 817.68 feet, to a point of curvature, at Station 87+39.58; Thence 92.31 feet, along said curve to the right, having a radius of 1,550.00 feet, a chord bearing of South 79 degrees 23 minutes 14 seconds East and a chord distance of 92.30 feet, to a point of tangency, at Station 88+31.89; Thence South 77 degrees 40 minutes 52 seconds East, 233.32 feet, to a point of

curvature, at Station 90+65.21; Thence 370.96 feet, along said curve to the left, having a radius of 2,495.00 feet, a chord bearing of South 81 degrees 56 minutes 26 seconds East and a chord distance of 370.62 feet, to a point of tangency, at Station 94+36.17; Thence South 86 degrees 12 minutes 00 seconds East, 977.22 feet, to a point of curvature, at Station 104+13.39; Thence 260.74 feet, along said curve to the right, having a radius of 729.00 feet, a chord bearing of South 75 degrees 57 minutes 13 seconds East and a chord distance of 259.35 feet, to a point of tangency, at Station 106+74.13; Thence South 65 degrees 42 minutes 26 seconds East, 857.94 feet, to a point of curvature at Station 115+32.07; Thence 461.06 feet, along said curve to the right, having a radius of 1,142.00 feet, a chord bearing of South 54 degrees 08 minutes 29 seconds East and a chord distance of 457.93 feet, to a point of tangency, at Station 119+93.12; Thence South 42 degrees 34 minutes 31 seconds East, 600.97 feet, to a point of curvature, at Station 125+94.09; Thence 338.63 feet, along said curve to the left, having a radius of 2,056.00 feet, a chord bearing of South 47 degrees 17 minutes 38 seconds East and a chord distance of 338.25 feet, to a point of tangency, at Station 129+32.72; Thence South 52 degrees 00 minutes 44 seconds East, 2,133.56 feet, to a point of curvature, at Station 150+66.28; Thence 356.57 feet, along said curve to the left, having a radius of 660.00 feet, a chord bearing of South 67 degrees 29 minutes 22 seconds East and a chord distance of 352.25 feet, to a point of tangency, at Station 154+22.85; Thence South 82 degrees 58 minutes 00 seconds East, 2,262.68 feet, to a point of curvature, at Station 176+85.53; Thence 119.06 feet, along said curve to the right, having a radius of 405.00 feet, a chord bearing of South 74 degrees 32 minutes 41 seconds East and a chord distance of 118.63 feet, to a point of tangency, at Station 178+04.59; Thence South 66 degrees 07 minutes 22 seconds East, 1,811.88 feet, to a point of curvature, at Station 196+16.48; Thence 191.90 feet, along said curve to the right, having a radius of 248.00 feet, a chord bearing of South 43 degrees 57 minutes 17 seconds East and a chord distance of 187.15 feet, to a point of tangency, at Station 198+08.38; Thence South 21 degrees 47 minutes 13 seconds East, 38.15 feet, to a point at Station 198+46.53, being the end of said Centerline;

Thence from the end of said Centerline, North 70 degrees 53 minutes 44 seconds West, 5,391.50 feet, to an iron pipe found, at the north corner of Lot 3 of SCHNUCKS UNIVERSITY CITY SQUARE, A RESUBDIVISION OF LOT 2 OF MERCY HIGH SCHOOL SUBDIVISION, recorded in Plat Book 346, Page 494 of the St. Louis County Recorder's Office, said IRON PIPE being South 04 degrees 15 minutes 14 seconds West, 54.52 feet right of station 143+00.00, of the herein described Centerline.



Missouri Department of Transportation

**St. Louis District
Thomas K. Blair, P.E., District Engineer**

1590 Woodlake Drive
Chesterfield, Missouri 63017-5712
314.275.1500
Fax: 573.522.6475
1.888.ASK MODOT (275.6636)

Re: Acquisition of Permanent Easement
County: St. Louis
Route: 340
Project: J6P3510C
Parcel: 126A

July 28, 2025

City of University City
7200 Olive Blvd
Saint Louis, MO 63130

Dear Property Owner:

The Missouri Department of Transportation is pleased to inform you of an improvement planned for your area. Engineering drawings which describe the proposed project are attached.

We do want to inform you of your right to receive compensation for the land and/or property rights in question, as determined by an appraisal of the rights to be acquired from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate the required land and/or property rights to accomplish the proposed construction. Should you choose to donate, we would appreciate your signing this letter, waiving your right to compensation and pro rata tax adjustment and returning it to us. To comply with regulations, we will also need your signature later on a formal conveyance document.

An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way.

We look forward to the completion of this improvement project and appreciate your cooperation.

Respectfully,

Missouri Department of Transportation by: Nicole Kreisel Nicole Kreisel, RW Mgr

ACCEPTED BY PROPERTY OWNER

Signature

Title

Date



*Our mission is to provide a world-class transportation system that is safe,
innovative, reliable and dedicated to a prosperous Missouri.*
www.modot.org



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

NUMBER:
For City Clerk Use

CM2025090801

SUBJECT/TITLE:

City Manager General Updates

PREPARED BY:

DEPARTMENT / WARD

Administration - All

AGENDA SECTION:

City Manager's Report

CAN ITEM BE RESCHEDULED?

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

FISCAL IMPACT:

AMOUNT:

ACCOUNT No.:

FROM FUND:

TO FUND:

EXPLANATION:

General updates as provided by the City Manager.

STAFF COMMENTS AND BACKGROUND INFORMATION:

CIP No.

RELATED ITEMS / ATTACHMENTS:

LIST CITY COUNCIL GOALS (S):

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

9/8/2025



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER: <i>For City Clerk Use</i>	CM20250908-02

SUBJECT/TITLE:
Economic Development Software - Civic Serve

PREPARED BY: Brooke A. Sharp	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:
\$27,500 in year one, \$22,500 annual subscription

AMOUNT:	\$27,500	ACCOUNT No.:	11-45-78-6010
FROM FUND:	Fund 11 Fund Reserves, Fund 31 Reserves	TO FUND:	11-45-78-6010

EXPLANATION:
Staff is requesting this software to streamline economic development and third ward revitalization operations

STAFF COMMENTS AND BACKGROUND INFORMATION:
Staff is requesting this cloud-based software that will allow for the managing and tracking of programs and projects related to both Economic Development and the Third Ward Revitalization Implementation.

CIP No.

RELATED ITEMS / ATTACHMENTS:
CivicServe Proposal

LIST CITY COUNCIL GOALS (S):
Economic Development

RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	September 8, 2025



Prepared for:

City of University City

6801 Delmar Boulevard
University City, MO 63130

Prepared: 8/6/2025

Expiration: 9/30/2025

At CivicServe, we provide a secure, cloud-based technology solution designed to centralize your economic development operations, stakeholders, partners and activities in a single, easy-to-use system. From managing and tracking programs and projects to ensuring compliance and generating insightful reports, our solution aligns your unique activities and adapts to your strategic goals.

Our customers use CivicServe to:

- ✓ Attract, retain and grow businesses
- ✓ Address housing shortages and challenges
- ✓ Strengthen infrastructure and workforce development

Enclosed is a solution designed to meet the specific needs of your organization and help drive success for your community!

The CivicServe Solution



The CivicServe Core Platform

Manage economic development relationships and communication with our CRM, project and lead management solution.

Core Platform Includes:

Customer Relationship Management (CRM)

- Centralize communication with integrated email and calendar tools. Leverage email templates and bulk correspondence for distribution to specific groups.
- Track contacts, communications, documents, and activities—including calls, emails, meetings compliance and projects. Organize by industry, status, district, etc. with custom tags.
- Assign tasks to individuals, teams, consultants and third-party economic development partners. Set and receive automated reminders. View system-generated audit logs and task management reports.
- Communicate with businesses, developers and residents with a personalized public portal.

Project and Lead Management

- Centralize all data and collection processes with automated data capture and layering of project, CRM and platform metrics.
- Utilize our multi-agency architecture to collaborate with economic development partners. Assign user roles and permissions to control access and visibility of information.
- Digitize, automate and launch economic development programs, forms, key performance indicators (KPIs) and processes in minutes with best practice template libraries.
- Manage projects and leads with digital processes, including customizable events, timelines, milestones and automated notifications.
- Ensure compliance with automated notifications, reminders and real-time updates.

Reporting

- Align team and partner agency work to strategic goals and objectives; Quantify progress with metric-based, measurable outcomes.
- Leverage our API integration and in-house experts to combine your internal and external data.
- Tie data to districts, wards and custom boundaries with system-wide GIS integration.
- Capture real-time analytics on compliance, KPIs, scoring and timeline events.
- Automate reporting on daily activities, interactions and outcomes.
- Tailor reports to the audience—team, department, board, council and partner agency—with metrics to quantify parcel, project, program, demographic and timeline events.
- Generate local, state, federal and agency reports to satisfy reporting requirements.

We also offer specialized modules to assist with the management of your economic development core competencies.

Business Retention and Expansion (BRE) Module

Centralize business retention and expansion engagement, information and reporting with a system designed for business assistance, registration, license, certification and site visit programs.

BRE Module Includes:

- **BRE and Site Visit Surveys**
 - Custom capture digitizes economic development forms, surveys, site visits and business information
 - Ability to manage, track and report on business retention and site visit activity
 - Automatic notifications configured to alert users to key business updates
 - Integration of GIS data ties business intelligence to location-based districts, wards and custom boundaries
 - Dashboards and reports to display business engagement, project, KPI and survey activities and metrics
- **BRE Template Libraries**
 - Best practice template libraries to digitize, automate and launch BRE programs, forms, KPIs and processes in minutes

BRE Module Additional Options Available:

- **Business Directory**
 - Pre-populated business information with custom tags to classify and categorize businesses and industries
 - Public, searchable version to promote and encourage utilization of local enterprises
- **Business Events**
 - Economic development business event application and registration management with tracking and reporting features
- **Monthly Business Data**
 - Monthly updates of business data, contact information and business status
- **Registration, Licensing and Certifications**
 - Business registration, certification and compliance programs

Incentives Module

Protect incentive investments with a technology solution to collect applications, verify eligibility, automate notifications, collect required information, and satisfy local, state and federal compliance reporting requirements.

Incentives Module Includes:

- Economic development incentive and agreement management, tracking and reporting
- Public, searchable financial program database to promote community incentives and available business, developer and resident resources
- Intuitive search by address functionality matches individuals with qualifying financial programs
- Configurable public portal to capture custom incentive applications, pre-application forms and inbound leads
- Intelligent technology applies prescreen, eligibility verification and project scoring
- Custom incentive program timelines, automation of activity notifications, renewal notices and delivery of task details
- Internal and external communication systems automate reminders and incentive compliance
- Custom data capture digitizes incentive and financial forms, KPIs and reporting intake
- Integration of GIS data ties incentive programs to districts, wards and custom boundaries
- Digitize and launch incentive programs, forms and processes in minutes and automate incentive program notifications and KPI collection with peer-recognized templates and best practices for reference
- Configurable dashboards and reports to display incentive compliance, performance and related financial activities

Properties Module

Stimulate new development and opportunities with a property registration, promotion and lead management system that showcases your community to developers and investors.

Properties Module Includes:

- **Properties and RFX Management**
 - Personalized public portal to capture custom property forms, registrations, applications and inbound leads
 - Custom data capture to digitize RFI and RFP economic development processes
 - Integration of GIS data ties properties to districts, wards and custom boundaries
 - Intelligent technology applies prescreen, eligibility verification and project scoring
 - Custom property program timelines, automation of renewal notices, registration and application records
 - Automatic reminders and custom data capture to ensure property compliance
 - Dashboards and reports display property compliance, renewals and financial activities
- **Properties Template Libraries**
 - Best practice template libraries to digitize, automate and launch property programs, forms, KPIs and processes in minutes

Properties Module Additional Options Available:

- **Public Portal Listings**

- Public, searchable property directory to promote preferred available and community-owned properties

- **Contract Management**

- Economic development property agreement management, tracking and reporting (commercial/residential)

- **Vacant Property Registration**

- Management of vacant property registration programs

- **Short-Term Rental Registration**

- Management of short-term rental registration programs

Pricing Proposal

Annual Subscription		
Product	Description	Annual Price
Core Platform	<i>Full description above. Proposal includes the following:</i> ☒ Customer Relationship Management (CRM) ☒ Project Management ☒ Lead Management ☒ Goal Management	\$15,000
Business Retention and Expansion (BRE) Module*	<i>Full description above. Proposal includes the following:</i> ☒ BRE & Site Visit Surveys ☒ Business Directory ☒ Business Events & Safety ☒ Monthly Business Data ☐ Registration, Licensing and Certification	\$7,500
Incentives Module	<i>Full description above. Includes management of the following incentive programs:</i> ☒ Abatements ☒ Business Development Districts ☒ Community Improvement Districts ☒ Economic Development Grants ☒ Economic Development Loans ☐ Enterprise Zones ☐ Hub Zones ☐ Opportunity Zones ☐ PILOTs ☐ Special Services Areas ☒ Tax Increment Financing Districts ☒ Economic Development Retailers Sale Tax ☒ Transportation Development Districts ☐ Neighborhood Improvement Districts	\$16,000

External Agency Administered Programs (Includes information, pre-screen (if location based), and external link to the appropriate agency's application):

- ☒ Federal
 - ☒ Foreign-Trade Zones
 - ☒ Hub Zones
 - ☒ New Market Tax Credits
 - ☒ Opportunity Zones
- ☒ State
 - ☒ [List of Programs on MoDED's website](#)

☒ EDO

☒ [List of St. Louis Economic Development Partnership Programs](#)

Properties Module

Full description above. Proposal includes the following:

\$5,000

- ☒ Property Management Dashboard
- ☒ Public Portal Listings (Available, Customer Owned)
- ☐ RFX Management
- ☐ Contract Management (Commercial/Residential)
- ☐ Vacant Property Registration
- ☐ Short-Term Rental Registration

Workforce Module

Full description above. Proposal includes the following:

N/A

- ☐ Public Portal Promotion
- ☐ Workforce Events (Job Fairs, Business Expos)

Management Discount

Management discount applies if agreement is executed by September 30, 2025. Assuming a successful deployment, the city agrees to be a referenceable customer for CivicServe

(\$21,000)

Total Annual Subscription Price

\$22,500

Professional Services		
Services	Description	One-Time Fee
Implementation and Configuration	Includes implementation and configuration of the following: ☒ GIS integration ☒ Configuration of public portal with organization logo, color palette, etc. ☒ Upload of all existing customer businesses (to be provided by the customer). <i>CivicServe offers the option to augment data using Google's API (additional costs may apply).</i> ☒ Configuration of applications for incentive programs listed above ☒ Data entry for up to 100 existing projects including all compliance obligations, payment tracking and corresponding timelines ☒ Configuration of all customer project scoring requirements ☒ Training for all customer staff	\$5,000
Management Discount	Management discount applies if agreement is	(\$5,000)

executed by September 30, 2025. Assuming a successful deployment, the city agrees to be a referenceable customer for CivicServe

Total Professional Services Fee

WAIVED

Assumptions Included in Price Indication:

- Unlimited internal users of the platform will be limited to the City of University City employees.
- Unlimited external users of the public facing portal will include an unlimited number of users including businesses, developers, business owners, residents, etc.

Prepared by:

Dayvon Long

CivicServe Account Executive

dlong@civicserve.com | 317-200-8730

Appendix

Workforce Module

A workforce management solution to develop assets and register, track and report on job fairs, skills, certifications and education-based programs.

Workforce Module Includes:

Workforce Management

- Capture custom workforce forms, registrations and applications with the personalized public portal.
- Digitize economic development workforce processes with custom data capture.
- Tie data to districts, wards and custom boundaries with system-wide GIS integration.
- Applies prescreen, eligibility verification and project scoring.
- Automate registration notices and records with custom workforce program timelines.
- Ensure workforce compliance with automatic reminders and custom data capture.
- Display workforce compliance, renewals and financial activities with dashboards and reports.

Workforce Template Libraries

- Digitize, automate and launch workforce programs, forms, KPIs and processes in minutes.

Workforce Module Additional Options Available:

Public Portal Promotion

- Promote available workforce programs and initiatives with a public, searchable directory.
- Display workforce data and statistics on the public dashboard.

Workforce Events

- Management, track and report on economic development workforce event applications and registrations (i.e., job fairs, business expos, etc.)
- Promote workforce events with a public, searchable event directory.

Workforce Training

- Optimize workforce skills, education-based programs and certifications.



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

NUMBER: <i>For City Clerk Use</i>	CM20250908-03

SUBJECT/TITLE: Proposed Parking Meter Solution			
PREPARED BY: Jared Jones, Commutations Mgr.		DEPARTMENT / WARD Support Services - All	
AGENDA SECTION:	City Manager's Report	CAN ITEM BE RESCHEDULED?	yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval and requests authorization to execute the agreement.			
FISCAL IMPACT: Item has been included in the current fiscal year's budget.			
AMOUNT:	\$70,380.00	ACCOUNT No.:	01.12..90.8100
FROM FUND:	General Fund	TO FUND:	General Fund
EXPLANATION: Please see attached staff report.			

STAFF COMMENTS AND BACKGROUND INFORMATION: Parking Meter presentation was given to the City Council during the March 10th study session for consideration but the council had further questions. Following a thorough review and procurement process, staff recommends moving forward with the implementation of the Flowbird and Passport parking systems. The initiative aims to modernize the City's parking infrastructure, improve customer experience, and increase operational efficiency.

CIP No.	N/A
RELATED ITEMS / ATTACHMENTS: 1 - Staff Report 2 - Passport Order Form 3 - TPS Contract 4 - Provider Agreement Addendum 5 - Statement of Work 6 - July 2025 Memo	

LIST CITY COUNCIL GOALS (S): Prudent Fiscal Management			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	9/8/2025

AGENDA ITEM – STAFF REPORT

MEETING DATE: 09/08/2025

DEPARTMENT: Communications

AGENDA ITEM TITLE: Parking Meters

ADDITIONAL BACKGROUND INFORMATION:

Flowbird Pay Stations and Passport Mobile Integration

Total Parking Solutions (TPS) has confirmed that Flowbird's CWT S4+ pay-by-plate terminals are fully integrated with the Passport mobile parking payment platform. This dual-system enables users to pay through their smartphones using the Passport app or at physical pay stations using coins or cards. This hybrid approach is modeled after successful deployments in cities like St. Louis.

Implementation Plan & Equipment

TPS recommends the installation of seven (7) Flowbird CWT S4+ solar-powered, touchscreen-enabled pay stations across strategic locations in University City. These terminals are designed for durability, usability, and security, featuring vandal-resistant materials and tap-to-pay functionality. Key cost elements include:

Security Enhancements

To mitigate QR code fraud risks, the City will replace QR codes with a secure text-to-pay option. Each parking zone will feature signage directing users to text a zone code to receive a secure payment link.

Enforcement Capabilities

Flowbird supports robust enforcement features including real-time license plate recognition (LPR), handheld officer devices, automated violation alerts, and integration with online citation systems. These features will improve compliance and citation efficiency.

Payment

Under the agreement with Passport Labs, the City of University City will pay fees tied to both transactions and annual services. For each parking transaction, the City is responsible for a \$0.37 service and license fee, although this is balanced by a convenience fee of up to \$0.37 that can be passed on to customers. In addition, payment processing carries a cost of 2.9% of the transaction amount plus \$0.25 per transaction, along with a \$0.05 payment gateway fee. Beyond transaction-based charges, the City must also cover an annual \$5,000 Opsman Monitoring Service Fee, as well as any pass-through costs such as postage, shipping, or other related expenses incurred by Passport. In practice, Passport collects parking payments, deducts the applicable fees, and remits the net revenue back to the City. This structure

means the City's overall cost is directly influenced by the volume of parking transactions, while maintaining a fixed yearly monitoring expense.

The integrated Flowbird/Passport system presents a scalable and secure solution to enhance University City's parking operations. **TPS and Passport have offered to present their plan to City Council during an upcoming Study Session if needed.** Approval and support from leadership are essential to move forward.

Contact Information	
City of University City ("Customer") Contact Name: Jared Jones Telephone: Email: jjones@ucitymo.org	Passport Labs, Inc. ("Passport") Contact Name: Jake Breig Telephone: Email: jake.breig@passportinc.com
Ship-To Address: 6801 Delmar Boulevard, University City, Missouri 63130, United States	Bill-To Address: Jared Jones 6801 Delmar Boulevard, University City, Missouri 63130, United States jjones@ucitymo.org

Products and Services	
Mobile Payment for Parking Platform ("MPP")	X
Payment Processing Services	X

Products and Services	Fees	Fee Types
Mobile Payment for Parking ("MPP")		
Per Transaction MPP Service and License Fee	\$0.37	Per Transaction ¹
Maximum Convenience Fee Passed through to Parking Customers	\$0.37	Per Transaction
Payment Processing Services		
Merchant Services Fee	2.9% + \$0.25	Per Transaction
Payment Gateway Fee	\$0.05	Per Transaction
Opsman Monitoring Service Fee	\$5,000.00/year	

Key Terms	
Effective Date	August 1st, 2025
Initial Term and Renewal Term	This Order Form will have an initial term of thirty-six (36) months (the "Initial Term"). Upon expiration of the Initial Term, this Order Form will automatically renew for successive renewal terms of twelve (12) months (the "Renewal Term") on the same terms and conditions, unless either Party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date of the Initial Term or the applicable Renewal Term of its intent not to renew.
Pass-Through Costs	Passport shall have the right to pass through to the Customer any costs incurred by Passport for postage, mailing, shipping, or other expenses directly associated with the Services provided under the Agreement ("Pass-Through Costs"). Passport shall provide Customer any supporting documentation as reasonably requested by Customer. Passport shall provide written notice to Customer of any anticipated increases for Pass-Through Costs.

Appendices	Offering	Location
X	Software License and Service Agreement	See attached.
X	Mobile Payment for Parking ("MPP")	
X	Payment Processing Services	
X	Provider Agreement Addendum	

¹ An MPP "Transaction" is a single parking session lasting less than twenty-four (24) hours in duration. For clarity, a Transaction is the original parking session only and does not include additional extensions of the original parking session. An additional Per Transaction Fee shall apply to each individual extension of the original parking session.

Billing Information	
Billing Contact Name:	Jared Jones
Billing Email Address:	jjones@ucitymo.org
Billing Address:	6801 Delmar Boulevard, University City, Missouri 63130, United States

This Order Form (the "Order Form"), effective as of August 1, 2025, is being entered into by and between Passport Labs, Inc. and City of University City ("Customer") pursuant and subject to the Software License and Service Agreement (the "Agreement") entered into by the Parties as of the date of last signature herein. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

This Order Form, together with any Appendices attached and the SOW attached, contain the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

[signature page follows]

IN WITNESS WHEREOF, Passport and Customer have each caused this Order Form to be executed by its duly authorized representatives.

CUSTOMER

PASSPORT LABS, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement is effective as of August 1, 2025 (the "Effective Date") and entered into by and between Passport Labs, Inc., a Delaware corporation ("Passport"), and City of University City ("Customer"). Passport and Customer are each a "Party" and collectively the "Parties." Passport is in the business of providing, and Customer desires to obtain from Passport, certain parking- or transit-related software, hardware, and/or related services. This Agreement establishes the master terms and conditions that will apply to Customer's purchase from Passport of the products and services under this Agreement and Passport's delivery of the same to Customer. In consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the meaning set forth below (or as otherwise defined in the Agreement):

1.1. "Agreement" means this Software License and Service Agreement, the Product-Specific Terms, the Order Form(s), the Statement(s) of Work, and all other attachments, exhibits, and schedules hereto.

1.2. "Confidential Information" means all information of either Party ("Disclosing Party") which is disclosed to the other Party ("Receiving Party") pursuant to this Agreement (a) if in written form, that is marked "Confidential," "Proprietary," or with words of similar import; and (b) if in written form, but not marked "Confidential," "Proprietary," or with words of similar import, or if disclosed verbally that a reasonable person would regard such information as confidential under the circumstances of disclosure or in view of the nature of the information. Confidential Information includes, by way of illustration and not limitation, this Agreement, the Passport System and all components thereof, the Intellectual Property, and all non-public know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, contracts, customer lists, financial information, pricing information, marketing information, and product plans.

1.3. "Customer" is the entity specified in the preamble.

1.4. "Customer Materials" means any materials, systems, and other resources that Customer provides to Passport in connection with Professional Services.

1.5. "Documentation" means the technical documentation for the Passport System provided by Passport to Customer, including all updates and versions thereof, whether in the form of electronic or printed materials, magnetic media, or machine-readable format.

1.6. "End User" means any individual who uses any component of the Passport System to transact for any Product.

1.7. "Go-Live Date" means the date on which the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, is launched and begins to be utilized by Customer.

1.8. "Initial Term" means a period of sixty (60) months from the Go-Live Date, unless otherwise indicated in an Order Form.

1.9. "Intellectual Property" means all tangible and intangible property of Passport or its third-party vendors provided to Customer pursuant to this Agreement that is embodied in or used in connection with the Passport System, including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, and/or which is protected or is protectable under copyright, patent, trade secret, service mark, trademark, or other intellectual property laws and/or regulations.

1.10. "License Fees" means the fees owed to Passport in consideration of providing Customer the Passport System pursuant to this Agreement as memorialized in the Order Form or elsewhere in the Agreement.

1.11. "Licensed Software" means the Passport software and any Third Party Software as more particularly set forth in an Order Form.

1.12. "Order Form" means that certain form bearing the same caption on which the Products, Third Party Products, and any other software, hardware, products, or services ordered by Customer under this Agreement, among other things, are specified.

1.13. "Passport System" means collectively the Licensed Software, Third Party Hardware, Documentation, and any Third Party Products licensed or sold under this Agreement by Passport to Customer.

1.14. "Product" means any product offered by Passport, including a mobile payments for parking platform, a citation issuance and management platform, a digital permits platform, a mobile payments for transit platform, a micromobility management platform, and a unified platform for the management and distribution of parking rates and business rules, as well as any other product identified in an Order Form.

1.15. "Product-Specific Terms" means those separate legal terms appended to this Agreement that apply to each Product purchased by Customer under this Agreement.

1.16. "Professional Services" means any enablement, configuration, integration, implementation, or other technical and professional services provided by Passport related to the Passport System, as more fully described in a Statement of Work.

1.17. "Renewal Term" means a period of twelve (12) months following the Initial Term, unless otherwise indicated in an Order Form.

1.18. "Statement of Work" or "SOW" means a statement of work agreed upon by the parties with reference to each Product purchased under this Agreement and appended to this Agreement or to an Order Form. Any variation to a Statement of Work must be memorialized in a change order that is agreed upon and signed by the parties.

1.19. "Substantial Completion Date" means the date that Passport has completed configuring the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, to the specifications as set forth in the applicable SOW and is ready to be launched and utilized by Customer. Passport will notify Customer when it has achieved the Substantial Completion Date for each Product.

1.20. "Term" means the Initial Term and any Renewal Term(s).

1.21. "Third Party Hardware" means the hardware (and any related software embedded in or distributed with the hardware by the manufacturer of such hardware) manufactured by third parties and resold and/or sublicensed by Passport to Customer.

1.22. "Third Party Products" means Third Party Hardware and Third Party Software.

1.23. "Third Party Software" means all software owned by third parties, sublicensed by Passport to Customer and integrated into or interfaced by Passport into the Passport System.

2. PRODUCTS AND SERVICES

2.1. Provision of the Passport System. During Term, Passport shall provide the Products used in conjunction with the Passport System in accordance with all laws applicable to Passport's provision of the Products and Passport System generally (i.e., without regard for Customer's particular use of the Passport System).

2.2. Order Forms. The Order Form shall set forth the Products Passport is to provide to Customer under this Agreement. To the extent Customer wishes to procure, and Passport wishes to provide, any additional products or services, the Parties shall enter into one or more additional Order Forms as applicable that shall each form a part of and be subject to this Agreement.

2.3. Products. As of the Effective Date, Passport provides the Products (as defined above) in the marketplace (as well as related Third Party Products). Customer may request the addition of any Products and related services to the extent not provided by Passport to Customer as of the Effective Date and any additional software or platforms developed by Passport from and after the Effective Date, which shall be memorialized in a subsequent Order Form along with any additional terms (if applicable).

2.4. Professional Services. Any purchased Professional Services are as described in the relevant SOW and, subject to the terms and conditions of this Agreement, Passport will use commercially reasonable efforts to provide such Professional Services in a professional, industry-standard manner. Customer will give Passport timely access to all Customer Materials required for Passport to perform the Professional Services, and, if Customer fails or otherwise delays in doing so, Passport's obligation to provide Professional Services will be excused until the Customer Materials are provided or otherwise made available to Passport. Passport will use Customer Materials only for purposes of providing Professional Services. Customer may use Professional Services deliverables provided by Passport ("Deliverables") only as required for its authorized use of the Passport System subject to the same terms and conditions under this Agreement. Passport retains all right, title, and interest, including all intellectual property rights, in and to the Deliverables.

3. CUSTOMER USE OF THE PASSPORT SYSTEM

3.1. License Grant. Subject to the terms and conditions of this Agreement and all Third Party Software licenses, including, without limitation, the payment of all applicable License Fees, Passport hereby grants Customer a revocable, non-exclusive, nontransferable, non-subleaseable, and non-assignable license to use the Passport System during the Term for Customer's own internal operations in accordance with the terms of, and subject to the restrictions contained in, this Agreement.

3.2. License Restrictions. As a condition to the license set forth in Section 3.1, Customer shall not, directly, indirectly, alone, or with another person or entity (a) decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the Licensed Software or any portion thereof; (b) remove or modify any Passport or third-party markings, identification, copyright, or other notices from the Passport System; (c) sublicense, provide, lease, lend, pledge, use for timesharing or service bureau purposes, or allow others to use the Passport System to or for the benefit of third parties; (d) modify, change, incorporate into other software, create any databases other than as permitted herein, or create a derivative work of any part of the Licensed Software or Documentation; (e) disclose results of any performance information, analysis, or program benchmark tests without Passport's prior written consent; (f) make the Passport System, in whole or in part, available in any manner to any third party; (g) install or use the Passport System in any manner not in accordance with the license grant pursuant to Section 5.1; or (h) attempt to do any of the foregoing whether individually or with others.

3.3. No Other Licenses. Except as specifically granted in this Agreement, no license or other right is granted, either directly or indirectly, by implication or otherwise, to Customer, and all other rights are expressly reserved to Passport or its third-party vendors, as applicable.

3.4. Suspension. Passport may immediately suspend Customer's access to the Passport System if: (a) Customer breaches Section 3.2 (License Restrictions) or Section 11.1 (Customer Obligations); or (b) Customer's or End User's actions risk harm to any of Passport's other customers or the security, availability, or integrity of the Passport System. Where practicable, Passport will use reasonable efforts to provide Customer with prior notice of the suspension.

4. THIRD PARTY PRODUCTS

The successful delivery of the Passport System may require that Customer use certain Third Party Products depending on Customer's operations, and, if so, Customer will be notified. Customer agrees to be bound to all licenses, obligations, restrictions, and limitations in connection with any Third Party Products. Excluding warranty of title to any Third Party Products, all other Third Party Product warranties, including, without limitation, warranties with respect to materials, workmanship, capability, and intellectual property rights are made by such manufacturers and not by Passport. Passport will use commercially reasonable efforts to pass through to Customer for Customer's benefit all end-user warranties that the Third Party Products vendor(s) provides directly to Passport. Customer will look solely to such vendors or manufacturers for all remedies under such warranties.

5. INTELLECTUAL PROPERTY

5.1. Ownership. Customer acknowledges and agrees that the Intellectual Property is exclusively owned by and reserved to Passport, or to Passport's Third Party Software or Third Party Hardware providers, as the case may be, and Passport or such Third Party Software or Third Party Hardware providers will retain all right, title, and interest in the Intellectual Property. Customer will neither acquire nor assert any ownership or other proprietary rights in the Intellectual Property or in any derivation, adaptation, or variation thereof regardless of who creates the derivation, adaptation, or variation.

5.2. Feedback. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Passport's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback, except to the limited extent that Section 20 (Confidentiality; Trade Secrets) governs Feedback that constitutes Customer's Confidential Information. Notwithstanding the provisions of Section 20, Customer may not designate Feedback as its Confidential Information to the extent that such Feedback relates to the Passport System. "Feedback" refers to any suggestion or idea for improving or otherwise modifying the Passport System.

6. PRIVACY POLICY; TERMS OF USE

End users' use of the Passport System shall at all times be governed by Passport's Privacy Policy, which can be viewed at <https://passportinc.com/privacy-policy/>, and Passport's Terms and Conditions, which can be viewed at <https://passportinc.com/terms-and-conditions/>. Passport's Privacy Policy and Terms and Conditions may be amended from time to time in Passport's sole discretion.

7. SUPPORT SERVICES

7.1. Customer Support. Passport will provide telephone and email support to Customer's staff Monday through Friday between 8:00 a.m. to 7:00 p.m. ET to address technical support issues. Passport will provide 24/7 after-hours telephone support. Passport can be contacted for support issues at:

- ☐ 980-939-0990 or via email at help@passportinc.com (Monday-Friday 8AM-7PM ET)
- ☐ 866.815.3043 or help247@passportinc.com (after-hours support)

7.2. End User Support. Customer shall provide initial support, including inquiries via telephone and email, for End Users. If Customer is unable to address End User inquiries, Customer may direct End Users to Passport's End User support team, which is available Monday through Saturday between the hours of 8:00 a.m. to 9:00 p.m. ET at 704-817-2500 or via email at support@passportinc.com. Customer should not display Passport's support phone numbers (or other direct contact information for Passport) on any marketing or signage visible by End User.

8. PRODUCT UPDATES

8.1. Updates. To the extent that Passport releases any system-wide improvements, modifications, updates, or enhanced versions of the Licensed Software during the Term, the improvements, modifications, updates, or enhanced versions will, when available, be provided to Customer at no charge and will automatically be subject to the terms of this Agreement.

8.2. New Features. Customer may request new features or functionality to be built into the Passport System, and, to the extent that Passport plans in its sole discretion to incorporate such requested new features or functionality into the Passport System, Passport will develop such features and functionality at no cost to Customer pursuant to Passport's development timeline. If Customer desires to expedite such development, Passport may, in its sole discretion, charge Customer an expedite fee to develop the requested features or functionality, provided, however, that Passport shall first notify Customer of the expedite fee and receive written approval from Customer to proceed. If Customer's requested features or functionality are created for Customer's use and Passport does not plan to incorporate such requested features into the Passport System, Passport may, in its sole discretion, charge Customer a custom development fee for the development of such features or functionality, provided again, however, that Passport shall first notify Customer of the custom development fee and receive written approval from Customer to proceed.

9. UPTIME

Passport will provide the Passport System with Uptime (as defined below) of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which the Passport System uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if Uptime falls to ninety-five percent (95.0%) during a given month and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit of four dollars (\$4.00). Uptime is defined as any period of time during which end users of the Passport System can use the Passport System, excluding any scheduled maintenance performed by Passport after hours or unavailability or impaired functionality of the Passport System due to causes outside of Passport's reasonable control (e.g., disruptions caused by Passport's hosting or payment processing partners).

10. FEES; PAYMENT

10.1. License Fees. In consideration for the licenses granted to Customer under this Agreement, Customer shall pay to Passport the License Fees.

10.2. Annual License Fees. For License Fees that are payable on an annual basis, as indicated in an Order Form, License Fees for the first year of the Term are due and payable upon the Effective Date and, thereafter, on the anniversary of the Effective Date for the duration of the Term.

10.3. Third Party Products Fees. Customer shall pay Passport all fees related to Third Party Products supplied to Customer under this Agreement as set forth in an Order Form (collectively, the "Third Party Product Fees"), if applicable. Fees for Third Party Products provided through Passport from and after the Effective Date may be subject to change based on the then-prevailing market rates of any Third Party Product provider for such products.

10.4. Implementation or Monthly Minimum Fees. Customer shall pay Passport the implementation fees or monthly minimum fees, if any, as set forth in an Order Form.

10.5. **Fee Assumptions.** Passport's License Fees, gateway services fees, and merchant services provider fees as set forth in this Agreement as of the Effective Date are conditioned upon certain underlying information pertaining to Customer's operations provided to Passport by Customer relating to transaction volume (e.g., number of mobile pay transactions, number of citations written, or number of parking permits purchased), transaction rates (e.g., hourly parking rates, citation rates, and permits rates), and average dollar amount of transactions as of the Effective Date, as well as card network fees in effect as of the Effective Date. To the extent there are non-trivial changes in any of the foregoing from and after the Effective Date, the License Fees, gateway services fees, and/or merchant services provider fees are subject to change to maintain, as closely as possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees in effect as of the Effective Date. Passport and Customer shall negotiate in good faith with respect to the same, provided, however, that Passport shall not be obligated to continue providing the Passport System if the Parties are unable to reach agreement on a revised fee structure.

10.6. **Expenses.** Customer shall reimburse Passport for any travel, lodging, and meal expenses incurred in connection with Passport's performance under this Agreement, which shall be invoiced as incurred.

10.7. **Payment Terms.** Unless otherwise indicated in an Order Form, all payments due to Passport hereunder are due and payable within thirty (30) days after the date of the invoice. Any amounts not timely paid shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date or, if lower, the maximum rate permissible by law. If Customer fails to remit payment when due, Passport will have, in its sole discretion, the right to immediately suspend or terminate Customer's access to the Passport System in accordance with Section 16.2.1 and/or withhold funds in Passport's possession that would otherwise be remitted to Customer, in addition to any other remedies available to Passport under this Agreement or under law. Unless otherwise specified in an Order Form, all amounts payable to Passport hereunder are payable in full in United States Dollars without deduction or set off and shall be in addition to all tax obligations of Customer. If a currency other than the U.S. Dollar is specified in the Order Form, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the remittance of payment is made or pursuant to a suitable commercially available service to the extent utilized by Passport in its sole discretion. If Customer requires remittance of funds by check or custom invoicing inconsistent with Passport's standard format, Passport reserves the right to assess reasonable additional fees that shall be communicated and agreed upon with Customer in advance.

11. CUSTOMER OBLIGATIONS.

In addition to the payment of fees as set forth above any other obligations of Customer set forth in this Agreement, Customer shall also be subject to the following covenants:

11.1. Customer is responsible for Customer Data, including its content and accuracy, and will comply with applicable laws when using the Passport System. Customer represents and warrants that it has made all disclosures, provided all notices, and obtained all rights, consents, and permissions necessary for Passport to collect, access, use, disclose, transfer, transmit, store, host, or otherwise process the Customer Data as set forth in this Agreement without violating or infringing laws, third-party rights, or terms or policies that apply to the Customer Data. Except as otherwise expressly set forth herein, Customer is solely responsible for its Customer Data, including its content and accuracy.

11.2. Customer shall use Passport as Customer's sole provider for the Products and services procured by Customer under this Agreement and any substantially similar products or services provided by other vendors that are capable of being provided by Passport.

11.3. Passport's pricing is conditioned on Customer's continuous use of the Passport System throughout the Term consistent with historical use of the Passport System or any predecessor system. Customer covenants that it will not, during the Term, take any action that would materially diminish or cease the use of the Passport System, except in the case of a termination pursuant to Section 16.2.

11.4. From and after the Effective Date, Customer shall cooperate reasonably and promptly with Passport, and devote sufficient personnel and resources, to support the configuration and implementation of the Passport System through and including the Substantial Completion Date and Go-Live Date, and thereafter as reasonably necessary to continue the ongoing operations and maintenance of the Passport System on behalf of Customer.

12. PAYMENT GATEWAY PROVIDER

Passport is a payment gateway provider and shall provide payment gateway services to Customer in connection with the Products delivered under the Passport System at the rates indicated in the Order Form. To the extent Customer uses a third-party payment processor in combination with Products delivered as part of the Passport System, Customer is solely responsible for confirming whether payments are successfully processed and Passport expressly disclaims any and all liability associated with Customer's use of a third-party payment processor.

13. MERCHANT SERVICES PROVIDER

Passport is a full-service Merchant Services Provider, meaning a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions. Passport maintains itself as the merchant of record and Merchant Services Provider in connection with the provision of the Passport system. Customer will be responsible for paying all transaction and processing fees as defined in the fee schedule. Passport may change or add fees and/or charges following a major network update that significantly impacts the merchant costs assumed by Passport and will communicate applicable updates through Passport's Service Delivery Process. Upon notice of changes, such fees and/or charges shall be immediately payable by Customer when assessed by Passport. Should additional fees or charges be deemed commercially unreasonable, Customer has the option to terminate this Agreement within fifteen (15) days of notice of change in fees by providing written notice to Passport.

14. TAXES

To the extent applicable, Customer agrees to pay all taxes levied by a duly constituted taxing authority against or upon the products and services provided pursuant to this Agreement, or arising out of this Agreement (excluding, however, taxes based on Passport's income) regardless of whether such taxes become due or payable at the time of delivery or use of the Passport System or subsequent thereto. Customer agrees to pay any tax for which it is responsible hereunder which may be levied on or assessed against Customer directly, and, if any such tax is paid by Passport, to reimburse Passport therefore, upon receipt of proof of payment by Passport. Customer agrees to indemnify, defend, and hold Passport harmless with respect to all taxes or duties which any federal, state, or local taxing authority requires Passport to pay on behalf of Customer.

15. SHIPMENT AND DELIVERY

If any Third Party Products are purchased by Customer under this Agreement, Passport will deliver the same FOB shipping point for delivery to the installation site designated by Customer. Customer agrees to pay all reasonable delivery charges for the Third Party Products. Delivery schedules may not be canceled, postponed, or changed without Passport's prior written consent. Unless otherwise expressly stated, shipments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to timely pay Passport any monies due or owing Passport shall excuse Passport from making further deliveries, in addition to any other remedies to which Passport is entitled under this Agreement. Title to and risk of loss in the Third Party Products shall pass to Customer when the delivery carrier takes possession of the Third Party Products.

16. TERM AND TERMINATION

16.1. Term. This Agreement is effective as of the Effective Date and shall remain effective for as long as there is an active Order Form, unless sooner terminated pursuant to Section 16.2 below. Upon expiration of the Initial Term of an Order Form, the Order Form shall automatically renew for successive Renewal Terms on the same terms and conditions, unless either Party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date of the Initial Term or the applicable Renewal Term of its intent not to renew.

16.2. Termination. The following termination rights are in addition to any rights provided elsewhere in this Agreement and are without prejudice to any other right or remedy available to Passport or Customer at law or in equity:

16.2.1. Passport may terminate this Agreement and all licenses granted hereunder upon notice to Customer in the event that Customer fails to make full payment when due of any amount required to be paid by Customer under this Agreement within ten (10) calendar days of Passport's written notice of such failure to pay.

16.2.2. This Agreement may be terminated by either Party upon thirty (30) calendar days' prior written notice to the other Party in the event of a material breach of a material provision of this Agreement, provided, however, that the termination shall not be effective if, during the thirty (30) day notice period, or such other cure period as mutually agreed upon by the Parties, the breaching Party cures the breach.

16.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, (a) any licenses granted to Customer and all rights of Customer in and to the Passport System will immediately terminate; (b) Customer shall immediately cease using the Passport System; (c) Customer shall return to Passport any Third Party Hardware which Customer has not obtained title to as of such expiration or termination, and (d) all monies paid or due or owing to Passport by Customer up to such cancellation, completion, expiration, or termination shall be deemed non-refundable. Customer shall make payment on Passport's final invoice as set forth in Section 10.7. Passport will provide commercially reasonable assistance to Customer to enable the transition of the services to a successor vendor, if requested by Customer, provided first, however, that Customer has remitted to Passport all outstanding balances.

17. WARRANTIES.

17.1. Passport Warranties.

17.1.1. Passport warrants that it has full power and authority to license the Passport System to Customer as provided herein without the consent of any other person, or, in the event such consent is required, Passport has obtained said consent.

17.1.2. Passport warrants that the unmodified Passport System will operate in accordance with its specifications. Under this warranty, Passport will correct any errors in the unmodified Passport System at no extra charge to Customer. The foregoing warranty shall not apply to Third Party Products.

17.1.3. Passport further represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Passport, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Passport, and (d) the person signing this Agreement on behalf of Passport is authorized to bind Passport to this Agreement.

17.2. Customer Warranties. Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Customer, and (d) the person signing this Agreement on behalf of Customer is authorized to bind Customer to this Agreement.

18. DISCLAIMERS

18.1. GENERAL. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, PASSPORT EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. PASSPORT DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS THAT THE PASSPORT SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PASSPORT SYSTEM AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT EVERY DEFECT IN THE PASSPORT SYSTEM WILL BE CORRECTED. THE PASSPORT SYSTEM IS EXPRESSLY PROVIDED "AS IS."

18.2. THIRD PARTY SOFTWARE AND THIRD PARTY HARDWARE DISCLAIMER. PASSPORT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE THIRD PARTY SOFTWARE AND AS TO THE THIRD PARTY HARDWARE INCLUDING, WITHOUT LIMITATION, AS TO QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE ARE HEREBY EXPRESSLY DISCLAIMED. THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE PROVIDED UNDER THIS AGREEMENT ARE EXPRESSLY PROVIDED "AS IS."

18.3. EXCLUSIONS. Notwithstanding any other provisions of this Agreement to the contrary, the limited warranties provided in this Agreement shall not apply to nonconformities, errors, or defects of any goods or services provided by Passport pursuant to this Agreement or any amendments thereto due to any of the following: (a) Customer misuse of the Passport System; (b) Customer modification of the Licensed Software; (c) Customer failure to utilize compatible computer and networking hardware and software or to install updated or enhanced versions of the Licensed Software provided by Passport; or (d) interaction with software or hardware not provided by Passport.

19. LIMITATION OF LIABILITY

19.1. IN NO EVENT SHALL PASSPORT'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO PASSPORT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD ENDING ON THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (A) TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; OR (B) IN THE EVENT OF A BREACH OF THE PARTIES' CONFIDENTIALITY OBLIGATIONS CONTAINED IN THIS AGREEMENT.

19.2. **PASSPORT AND CUSTOMER EACH ACKNOWLEDGE THAT THE PROVISIONS OF THIS AGREEMENT WERE NEGOTIATED TO REFLECT AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THEM OF ALL RISKS (BOTH KNOWN AND UNKNOWN) ASSOCIATED WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL BE ENFORCEABLE INDEPENDENT OF AND SEVERABLE FROM ANY OTHER PROVISION OF THIS AGREEMENT.**

20. CONFIDENTIALITY; TRADE SECRETS.

20.1. **Obligations.** Each Party will maintain in strict confidence all Confidential Information of the Disclosing Party. The Receiving Party will not disclose or grant use of the Disclosing Party's Confidential Information to any third party except to the Receiving Party's employees and other representatives who have a need to know such Confidential Information or as expressly authorized by the Disclosing Party in writing. The Receiving Party will not use the Disclosing Party's Confidential Information except as authorized by this Agreement. The Receiving Party will use at least the same standard of care to protect the Confidential Information of the Disclosing Party as it uses to protect its own confidential information of a similar nature, but in no event with less than reasonable care. The Receiving Party will cause each employee or other representative to whom the Receiving Party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Unless otherwise set forth herein, upon the expiration or termination of this Agreement for any reason, or upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party (or, at the Receiving Party's option, destroy) all of the Disclosing Party's Confidential Information and shall promptly certify in writing that it has done so; provided, however, that the Receiving Party shall not be obligated to return or destroy any Confidential Information stored in archival or back-up files for which return or destruction is not reasonably practicable or any Confidential Information that must be retained for as long as necessary for purposes of audit, compliance, dispute resolution, or record retention pursuant to this Agreement.

20.2. **Exceptions.** The foregoing obligations of confidentiality shall not apply to any information that the Receiving Party can show is or was: (a) already known to the Receiving Party at the time of disclosure without obligation of confidentiality; (b) independently developed by the Receiving Party without use of or access to the Confidential Information of the Disclosing Party; (c) approved for disclosure by the Disclosing Party beforehand and in writing; (d) in the public domain without breach of this Agreement; or (e) lawfully received by the Receiving Party from a third party without obligation of confidentiality.

20.3. **Permitted Disclosures.** Nothing in this Section shall be construed to prohibit either Party from disclosing the Confidential Information of the other Party to the extent that such disclosure is required by applicable law or order of a court or other governmental agency, including pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Customer; provided, however, that the Receiving Party shall promptly notify the Disclosing Party in writing of such requirement and shall cooperate with the Disclosing Party to minimize the scope of any such disclosure and to obtain a protective or similar order.

20.4. **Trade Secrets.** Customer hereby acknowledges that the Passport System and its components, whether provided by Passport or its third-party vendors or licensors, constitute trade secrets of Passport and/or its third party-vendors or licensors, and as such are protected by civil and criminal law, are very valuable to Passport and/or its third-party vendors or licensors, and that their use must be carefully and continuously controlled. Customer agrees to notify Passport immediately of the unauthorized possession, use, or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use, or knowledge. Customer will promptly furnish Passport full details of such possession, use, or knowledge and will cooperate fully with Passport in any litigation against third parties reasonably deemed necessary by Passport to protect its proprietary rights.

20.5. **No Adequate Remedy.** In the event of a breach of this Section 20, the parties agree that the Disclosing Party may not have an adequate remedy at law, in money, or damages and, accordingly, shall be entitled to seek an injunction against such breach without posting a bond, in addition to any other remedies at law or in equity.

21. DATA RIGHTS.

This Section shall govern the rights of Passport and Customer, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Customer the rights in such data as stated in this Section.

Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://www.passportinc.com/privacy-policy>.

21.1. **Customer Data.** Customer Data is data specific to Customer's operation that is provided by Customer to Passport to be used in the configuration and provision of the Passport System for Customer's use. Customer Data is specific to Customer's operation, which is not available to Passport publicly or by other means. Customer Data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, business rules, parking and other inventory and assets, and relevant details of partner agreements. In each case, Customer Data may refer to past, present, or future states of such items. Customer Data is the sole and exclusive property of Customer. Customer grants Passport a perpetual, irrevocable, royalty-free, and non-exclusive license to Customer Data.

21.2. **PCI-DSS Information.** Payment Card Industry-Data Security Standard Information ("**PCI-DSS Information**") consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("**PCI-DSS**"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data. Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. In providing the services under this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification and secure PCI-DSS Information in accordance with PCI-DSS. As such, Passport may not grant Customer derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Customer.

21.3. **Personal Identifiable Information.** Personal identifiable information ("**PII**") is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals.

21.4. **Activity Data.** Activity Data is any data generated in the providing of services under this Agreement by Passport to Customer and by end users' interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity Data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity Data is also Activity Data. Activity Data is the sole and exclusive property of Passport. Passport grants Customer an irrevocable, royalty-free, non-exclusive, non-assignable, and nontransferable license to Activity Data for the Term to the extent and in the format that Passport chooses in its sole discretion to expose such Activity Data through its administrative portal or as otherwise agreed upon with Customer and only for Customer's internal use in connection with the services provided under this agreement.

22. PUBLICITY; USE OF NAMES AND MARKS.

Subject to the provisions of Section 20 (Confidentiality; Trade Secrets), the Parties will have the right to publicly disclose that Passport is Customer's provider of the Passport System as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity. Passport may use the name or marks of Customer, or reference the fact that Customer is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

23. DISPUTE RESOLUTION

23.1. **Negotiation.** If a dispute arises between or among Passport and Customer arising out of or concerning the meaning or interpretation of this Agreement or the terms or performance of this Agreement (collectively, a "**Dispute**"), Passport and Customer shall first attempt to settle such Dispute through good faith discussions and negotiations among principals of each Party authorized to bind each Party.

23.2. **Venue; Jurisdiction.** Any action or proceeding directly or indirectly arising out of a dispute will be settled exclusively in Mecklenburg County in the state of North Carolina and the parties expressly submit to and consent that the courts and authorities of the state of North Carolina will have exclusive jurisdiction over any such litigation. The parties hereby consent to service, jurisdiction, and venue of such courts for any litigation.

23.3. **Governing Law.** This Agreement, and any Disputes arising hereunder, shall be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of North Carolina, excluding its conflict of laws rules.

24. GENERAL PROVISIONS.

24.1. Complete Agreement. This Agreement is intended as the complete, final, and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, between them relating to the subject matter hereof. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. Each Party expressly acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either Party to the other except as expressly set forth in this Agreement.

24.2. No Waiver. Failure by either Party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any rights or remedies under this Agreement will not be construed or deemed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and will remain in full force and effect. Any waiver by either Party of its rights under this Agreement must be in writing and signed by a duly authorized representative of the waiving Party.

24.3. Assignment. This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither Passport nor Customer may assign any rights, interests, or obligations hereunder without prior written consent of the other Party, provided, however, that Passport may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement. Any purported assignment in violation of this section shall be void and of no effect.

24.4. Construction. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance. No rule of law that requires that any part of the Agreement be construed against the Party drafting the language will be used in interpreting this Agreement.

24.5. Severability. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, (a) the Parties shall amend the pertinent provision(s) to reflect as nearly as possible the original intentions of the Parties, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

24.6. Relationship of Parties. The Parties expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Further, neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.

24.7. No Third Party Beneficiaries. This Agreement is made for the benefit of Passport and Customer and not for the benefit of any third parties.

24.8. Notices. All notices or other communications required or permitted to be made or given hereunder by one Party to the other Party shall be in writing and shall be deemed to have been given: (a) when hand delivered; (b) on the third (3rd) business day after the day of deposit in the United States mail when sent by certified mail, postage prepaid and return receipt requested; or (c) on the next business day after the day of deposit with reputable overnight delivery service. Such notices shall be sent to the address set forth below, or at such other addresses as may hereafter be furnished in writing by either Party to the other Party specifically as the Party's replacement address for notice under this Agreement.

If to Passport:

Passport Labs, Inc.
128 S. Tryon St., Suite 1000
Charlotte, NC 28202
Fax: (888) 804-1783
sales@passportinc.com
Attn: CRO

With a hard copy to General Counsel and
by email to legal@passportinc.com

If to Customer:

City of University City
6801 Delmar Boulevard, University City, Missouri
63130, United States
jjones@ucitymo.org
Attn: Jared Jones

24.9. Force Majeure. If the performance of this Agreement or of any obligation hereunder is interfered with by reason of any circumstances beyond the reasonable control of the Party affected, including, by way of illustration

and not limitation, fire, explosion, power failure, acts of God, war, revolution, epidemic, pandemic, or other public health concern, civil commotion, acts of public enemies, cybersecurity incident, any law, order, regulation, ordinance, executive order, or requirement of any government or legal body, delays or omissions attributable to third-party vendors, suppliers, or integration partners, or labor unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts, then the Party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations are contingent on the performance so interfered with); provided that the Party so affected shall use reasonable efforts to remove such causes of nonperformance.

24.10. Survival of Obligations. All rights and obligations of the parties under this Agreement, including, without limitation, those contained in the confidentiality provisions herein, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement and shall remain in full force and effect between the parties.

24.11. Counterparts. This Agreement may be executed in several counterparts, each of which when executed and delivered shall be deemed an original and each of which alone and all of which together shall constitute one and the same instrument. Facsimile signatures (or signatures in a .pdf or similar copy of the original) or electronic signatures shall be treated as original signatures for the purpose of enforcing this Agreement. Any signature delivered by a Party by facsimile transmission or electronic delivery shall be deemed to be an original signature hereto.

MOBILE PAYMENT FOR PARKING

1. Services

Passport will provide services and license software, including all web and mobile applications and related documentation necessary for Customer to operate MPP, which allows all parking customers in any parking facilities owned or managed by Customer (the "Premises") the ability to pay for parking using a smartphone application or mobile web application.

2. Signage

Passport will provide Customer an initial quantity of signs and decals consistent with Passport's marketing best practices at no charge to support the implementation of MPP. Customer will be solely responsible for installing all signs and decals in the Premises. Additional signs and decals shall be charged at Passport's then-prevailing unit prices. Passport will provide a design file to allow Customer to print replacement signs and decals at no charge.

3. Ancillary Fees

- a. Customer will pay a ten dollar (\$10) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport.
- b. Customer will pay a one dollar (\$1) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport.

1. 4. Third Party Mobile Payment Providers

In order to expand the management data available to Customer and to improve access and the user experience for a broader group of individuals wishing to pay for parking and engage in related transactions via channels other than MPP provided by Passport, Passport may, at its option, allow the use of third-party mobile payment providers' (each a "Third Party Mobile Payment Provider") interfaces for initiating parking transactions or to enhance the mobility experience, including any and all possible methods available to parkers to request the right to access and occupy a parking space or otherwise-denominated curb space for any period of time, subject to Customer's applicable MPP rates. Such Third Party Mobile Payment Provider interfaces will include, but not be limited to, in-dash vehicle systems, navigation systems (whether in-dash or smartphone-based), business intelligence solutions, and mobile payments for parking applications other than Passport's MPP (each an "Interface").

Should Passport exercise this option, Passport will work in good faith with each Third Party Mobile Payment Provider to establish the integrations necessary for Passport to facilitate all mobile payments for parking sessions and related transactions for the Third Party Mobile Payment Provider. Such integration work may include: (a) performing all tasks related to parking rights management, including the calculation of parking session prices, (b) managing rates, rules, and restrictions and zones, spaces, or other units of parking or curbside inventory; (c) establishing transactional reporting; (d) performing tasks related to transmission of parking rights data to parking enforcement systems and any data processing systems; (e) performing tasks related to refund issuance, parking rule management, reconciliation of funds, invoicing, and other administrative functions; and (f) establishing all back-office management interfacing necessary to manage the foregoing and all other tasks necessary or desirable for Passport to effectively manage the issuance and processing of parking rights on behalf of Customer (the "Shared Services"). For parking transactions initiated via a Third Party Mobile Payment Provider's Interface, payment processing must be conducted by Passport. For Shared Services transactions, Passport will meet the Provider's per transaction merchant services fee and payment gateway fee in effect at the time of execution of this Agreement.

Notwithstanding anything to the contrary in the Agreement, Passport may share Customer Data with Third Party Mobile Payment Providers to the extent necessary to enable the Shared Services.

Customer acknowledges and agrees that a Third Party Mobile Payment Provider may configure and control the feature set of its own Interface so long as it is capable of performing the functions required to interact with Passport's platform and execute parking transactions as designated in the scope of work. Customer further acknowledges and agrees that certain data received from Third Party Mobile Payment Providers may be more limited than what Passport can provide to Customer as Customer's MPP provider and may need to be provided, if at all, on an aggregated and/or anonymized basis; Passport shall, however, use commercially reasonable efforts to supply such data as may be reasonably requested by Customer for its internal purposes.

To utilize the Shared Services, each Third Party Mobile Payment Provider will be required to integrate with application programming interface endpoints provided by Passport, which cannot be accessed or utilized by such Third Party Mobile Payment Provider prior to the execution of a standalone contract with Passport governing the access, use, pricing, disclosure, and governance of the Shared Services consistent with the foregoing paragraphs and as otherwise determined by Passport in its sole discretion.

Except in the case of Third-Party Mobile Payment Providers pursuant to the foregoing paragraphs, Passport shall be the exclusive mobile payments for parking service provider for City during the term of this Agreement.

PAYMENT PROCESSING SERVICES

1. Payment Gateway Management Solutions

Passport has integrated the Platform with a payment management platform (the "Payments Platform") provided in part by Cybersource Corporation ("Cybersource"). Through the integration, Passport will make available to Customer certain payment management solutions ("PGMS"). Customer's use of PGMS is subject to the following terms and conditions:

- a. **Use of PGMS:** Customer's activity in any way connected with PGMS, including the installation, configuration, and use of PGMS, shall conform in all material respects to (a) the specifications set forth in any applicable documentation provided at any time by either Passport, (b) the Agreement, including, without limitation, all licenses granted under the Agreement, (c) the Payment Card Industry Data Security Standard (as applicable), and (d) the obtainment of appropriate consent for any personal data submitted via or in connection with PGMS at any time. Customer will (1) provide all information reasonably required by Passport to successfully provision an account for Customer; and (2) enter into any applicable agreement with Cybersource and/or applicable third parties as may be reasonably required to utilize PGMS, including, without limitation, any applicable merchant agreement.
- b. **Right of Refusal:** Customer acknowledges and agrees that Passport may, at its discretion, refuse to provide, suspend, or delete Customer's account(s) and/or access to PGMS with immediate effect, in which event Passport will promptly provide Customer with a reasonable written explanation for such refusal, suspension, or deletion.
- c. **Support:** Passport will provide initial support to handle Level-1 support inquiries from Customer, including, without limitation, technical questions, API configuration, connectivity testing and troubleshooting. Customer acknowledges and agrees that Passport may escalate support inquiries to third party vendors pursuant to Passport's procedures detailed in any applicable documentation.
- d. **Account Control:** Customer is solely responsible for maintaining adequate security and control of IDs, passwords, or any other codes for purposes of obtaining access to PGMS. Passport shall be entitled to rely on information it receives from Customer and may assume that all such information was transmitted by or on behalf of Customer.
- e. **Warranties:** Customer warrants that its products and/or services (a) do not infringe on or violate the intellectual property rights of any third party, and (b) will not contain any content which violates any laws or third party rights.
- f. **Disclaimer:** Notwithstanding any term or condition of the Agreement to the contrary, (a) Customer disclaims Passport and their respective affiliates from any liability to Customer for indirect, incidental, consequential, special or exemplary damage arising from or related to PGMS, and (b) any direct damages in the aggregate, under any legal or equitable theory, arising from or related to PGMS will be limited to fees actually received by Passport for provision of PGMS to Customer during the twelve (12) month period prior to the date that the cause of action arose.
- g. **Access to Data:** Customer acknowledges and agrees that both Passport and Cybersource (and their affiliates) may access and use personal information for improving and/or enhancing underlying products used by Customer, detecting data security incidents, or improving and enhancing security and fraud prevention tools for use by Passport, Customer and/or any other clients of Cybersource (or its affiliates).
- h. **Supported Payment Methods and Acquirers*:** Customer may select from any of the following processing entities that have existing compatibility with PGMS. Processing entities not listed must be approved by Passport and may be subject to additional connectivity fees.

Passport Payments Merchant Processing
Bank of America Merchant Services (BAMS/Omnipay)
Barclays
Chase Paymentech
Elavon
EVO

First Data Merchant Solutions (FDC Compass)
First Data Merchant Solutions (FDC Nashville Global, f.k.a. FDI Global)
First Data Merchant Solutions (FDMS Nashville)
First Data Merchant Solutions (FDMS South)
Global Payments International (GPN)
PNC
Scotiabank
SunTrust Bank
TSYS
Wells Fargo Bank (FDMS)
WePay
Worldpay
Worldpay (f.k.a. Little/Vantiv CNP)
Worldpay (f.k.a. Vantiv Direct)

* Subject to modification and updating by Passport from time to time.

2. Passport Payments Merchant Processing

Passport will make available to Customer certain merchant processing services as a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions, subject to the terms and conditions applicable to PGMS and the following terms and conditions:

- a. **Merchant of Record:** Unless the Customer is designated as the merchant ("Merchant of Record" or "MOR") in the Order Form or another applicable written agreement of the Parties, Passport will serve as the MOR for all payments processed. Where Passport is the MOR, Customer hereby appoints Passport as its limited agent to accept and process payments in connection with the Offerings, and acknowledges that our receipt of payment from End Users in connection with the Offerings is equivalent to receipt of such funds by you. You will provide appropriate tax and banking information to us in order to allow us to make remittances according to the specified remittance schedule.
- b. **Branding:** Customer's payment screen(s) will include clear and conspicuous Passport branding in a manner acceptable to Passport and in conformity with applicable card network rules and/or standards. Passport may modify (or request that Customer modify) any payment screen(s) to conform to applicable card network rules and/or standards.
- c. **Inquiries and End User Support:** Passport will promptly respond to any cardholder (or end user) inquiries regarding any payments processed by Passport pursuant to the Order Form. Passport also will provide all cardholder (or end user) support for payments processed by Passport pursuant to the Order Form, including, without limitation, dispute resolution as described below. Notwithstanding the foregoing, Passport will provide to Customer information regarding chargebacks, credits, refunds, reversals and/or similar matters via Passport's systems; Passport also will promptly respond to Customer's reasonable requests for information regarding cardholder (or end user) inquiries associated with Customer.
- d. **Payment Acceptance:** Payments to be processed only may be initiated by cardholders using Passport authorized mobile and/or web applications.
- e. **Payment Methods:** Passport's merchant processing services will accept all major card networks (Visa, Mastercard, Discover, and American Express), as well as alternative payment methods that Passport may accept from time to time (ApplePay and Google Pay). Passport may modify the alternative payment methods accepted from time to time at Passport's sole discretion.

- f. **Acceptance of Ecosystem Payments:** If agreed in writing by Customer and Passport, Customer will have access to those partners and/or others for which Passport accepts payments from time to time. For clarity, Passport will serve as the merchant (commonly known as the "merchant of record") for any such transactions.
- g. **Dispute Terms:** As the MOR, Passport will bear the financial cost of chargeback processing fees for disputed transactions initiated within any Passport application. Passport reserves the right to reverse payments made to Customer associated with the transaction value for any disputed transactions. If Customer experiences excessive chargebacks, as reasonably determined by Passport, the parties will renegotiate the terms and conditions of this paragraph. Customers may request, in writing, that Passport respond to a dispute by submitting appropriate evidence as required by Passport and any applicable card networks. Notwithstanding the foregoing, Passport retains full authority with respect to managing the chargeback process.
- h. **Remittance:** If Passport is the Merchant of Record ("MOR"), Passport will remit to Customer funds [daily from the preceding day/from the preceding month within fifteen (15) days of the conclusion of the month], less all applicable fees.

3. Payment Facilitator Services

These Payment Facilitator Terms (the "PF Terms") set forth the terms and conditions by which Customer shall participate in, and Passport shall facilitate Customer's participation in, the programs affiliated with Mastercard, VISA, Discover, American Express, and Other Networks, which enable holders of Cards to purchase goods and services from Customer through the use of such Cards. Capitalized terms not defined in these PF Terms shall have the meaning assigned to them in the Agreement.

1. Operating Regulations. Customer agrees to comply, and to cause third parties acting as Customer's agent ("Agents") to comply, with the Card Network's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the PCI-DSS, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, the American Express Data Security Requirements (DSR), and any other program or requirement that may be published and/or mandated by the Card Networks or payment networks (collectively "Operating Regulations"). Customer also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Customer agrees that it will fully comply with any and all confidentiality and data security requirements of the USA PATRIOT Act (or similar Law) and anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Customer and Suppliers of Customer.

2. Application; Change in Business. Customer represents that all information supplied by Customer in connection with its application or other request for services is complete and accurate. Customer authorizes Passport and its agents and representatives to conduct due diligence on Customer and its Agents, including without limitation, a credit check, background investigation, reference checks, OFAC searches, Know Your Customer compliance check and any additional investigation necessary to comply with applicable Laws and Operating Regulations. Customer agrees to cooperate with Passport and provide requested information to complete the due diligence inquiry. In accordance with Section 326 of the USA PATRIOT Act, Passport is required to review and record information from the documents used in identifying new merchant customers, including Customer's information. The preceding sentence is intended to inform Customer of Passport's procedures and of Passport's responsibility under the USA PATRIOT Act.

3. Card Acceptance. Customer must accept all Cards and complete all Card transactions in accordance with the Operating Regulations. Customer has identified to Passport the products and/or services for which it intends to accept Cards as payment. For all payments processed through a Passport platform, Passport assumes responsibility to accept all Cards and complete all Card transactions in accordance with the Operating Regulations. Should the Customer use the Merchant Account provisioned under this Addendum to process card transactions using a vendor not provisioned by Passport, the Customer assumes responsibility to accept all Cards and complete all Card transactions in accordance with Operating Regulations. Customer also agrees that it shall only complete and deliver to Passport sales transactions produced as the direct result of bona fide sales made by Customer to Cardholders for such identified products and/or services, and that it is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Customer, or for any purposes related to any illegal or prohibited activity, including but not limited to pornography, money laundering, or the financing of terrorist activities.

4. Customer Prohibitions. Customer shall not i) require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, card expiration date, signature, or any other Card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that Customer impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services

from Customer, v) disburse funds in the form of cash unless Customer is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Customer), or Customer is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back and subsequently returned to Customer, irrespective of cardholder approval, vii) accept a Visa consumer credit Card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a Card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check.

5. Transaction Processing. Upon receipt of Customer's sales data for Card transactions, Passport will process Customer's sales data to facilitate the funds transfer between the various Card Networks and Customer. Passport will initiate payment to an account designated by Customer, on a periodic basis as agreed to by Customer and Passport, of the total face amount of each sales transaction acquired and accepted hereunder, less all applicable payment processing fees, Passport Product or Services fees, and applicable Card Network fees, dues, and assessments (including interchange fees), subject to the terms and conditions of this Addendum, the Operating Regulations, and applicable law, after Passport receives payment for such sales transactions. Passport may refuse to acquire any sales transaction or claim the amount of which, in whole or in part, it could charge back to the Customer pursuant to this Addendum, if it had acquired the sales transaction or claim. Customer acknowledges and agrees that Passport is not responsible for any action or inaction taken by the financial institution or other entity that issued the Card(s) to the Cardholders or the processor of such Card(s), provided that Passport was acting in compliance with Operating Regulations for the transactions Passport facilitated through its platforms. Customer agrees that Passport may set off any amounts due under this Addendum from amounts owed to Customer. In addition, Passport is hereby authorized by Customer, to charge, or to permit third parties to charge, amounts due under these PF Terms by making an ACH debit to Customer's account.

6. Exception Items. Customer agrees to reacquire and pay Passport the amount of any sales transaction, and Passport shall have the right at any time to charge Customer's account therefore with notice via Passport's Service Delivery Process, for any return, chargeback, compliance case, any other Card Network action, or if the extension of credit for merchandise sold or services or sales transactions performed was in violation of law or the rules or regulations of any governmental agency, federal, state, local or otherwise; or if Passport has not received payment for any sales transaction, notwithstanding Passport's prior payment to Customer for such sales transaction. Customer may instruct Passport in the defense of chargebacks, compliance cases and similar actions, and Customer agrees that it will promptly provide any such instructions to Passport. When Passport has determined it has all necessary information and instructions, Customer hereby authorizes Passport to resolve chargebacks and respond to retrieval requests and other inquiries without further consulting Customer.

7. Customer Suppliers. Customer shall not use a Customer Supplier in connection with the Services or the processing of any Card transactions through the Merchant Account provisioned under this agreement, unless such Customer Supplier has been approved in advance by Passport.

8. Cardholder Information. Customer shall not disclose, sell, purchase, provide, or exchange Cardholder name, address, account number or other information to any third party other than to Passport or a Card Network for the purpose of completing a sales transaction unless specifically permitted by the Operating Regulations. Customer represents and warrants that neither it nor its Customer Suppliers shall retain or store any Cardholder Sensitive Authentication Data or Cardholder Data (as such terms are defined under PCI-DSS) subsequent to the authorization of a sales transaction, nor any other data prohibited to be retained or stored by the Operating Regulations and/or this Agreement.

9. Fees. Customer agrees to pay Passport the fees, expenses and all other amounts set forth in the Addendum or in the Customer Price Schedule, which is provided by Passport to Customer from time to time during the term. Passport may change or add fees and/or charges upon notice to Customer, and such fees and/or charges shall be immediately payable by Customer when assessed by Passport.

10. Card Network Assessments. Notwithstanding any other provision of this Agreement, Customer shall be responsible for all amounts imposed or assessed to Customer in connection with this Agreement by Passport, Member Bank and Card Networks. Such amounts include, but are not limited to, fees, fines, assessments, penalties, loss allocations, etc in connection with this Agreement. Amounts shall automatically become effective upon notice to Customer via Passport's Service Delivery Process and shall be immediately payable by Customer when assessed by Passport.

11. No Exclusivity. Passport reserves the right to enter into other agreements pertaining to the Services with others, including without limitation other merchants.

12. Default. The following events shall be considered an "Event of Default":

(i) Customer becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding, a receiver is appointed for Customer, or Customer makes an assignment for the benefit of creditors, or admits its inability to pay its debts as they become due; or

(ii) Customer fails to pay or reimburse the fees, expenses or charges referenced herein when they become due; or

(iii) Customer is in default of any terms or conditions of this Agreement whether by reason of its own action or inaction or that of another; or

(iv) Passport reasonably believes that there has been a material deterioration in Customer's financial condition; or

(v) A Card Network or the Acquirer has indicated its desire for Passport to terminate services within the scope of these PF Terms with Customer, or is otherwise refusing to process Customer's sales transactions; or

(vi) Customer ceases to do business as a going concern, or there is a change in ownership of Customer which changes the identity of any person or entity having, directly or indirectly, more than 30% of either the legal or beneficial ownership of Customer; or

(vii) Customer transactions result in chargebacks in excess of 0.5% of total transactions processed within any consecutive three-month window for transactions initiated outside of a Passport application.

Upon the occurrence of an Event of Default, Passport may at any time thereafter terminate this Agreement by giving Customer written notice thereof. However, except in instances where immediate termination is required by any Card Network, or if Passport reasonably believes that the Event of Default poses material risk to it or involves a violation of applicable law, Customer will have 30 days following Passport's notice to cure an Event of Default under Section (ii), (iii), or (iv) prior to termination under this section. Termination of Customer for any reason shall not relieve Customer from any liability or obligation to Passport, and Customer shall immediately secure an independent processor to provide payment processing services at its sole cost and expense. In addition, Customer shall reimburse Passport for any damage, loss or expense incurred by Passport as a result of a breach by Customer, including any damages set forth in any addendum and/or schedule and/or exhibit hereto and including all past due, unpaid and/or future invoices for services rendered by Passport in connection with this Agreement. All such amounts shall be due and payable by Customer upon demand. Passport shall also have the option to require Customer to reacquire all outstanding sales transactions acquired by Passport hereunder. In addition to, and not in limitation of the foregoing, Passport may refuse to provide the Services in the event it has not been paid for the Services as provided herein.

13. Payment. Customer shall always maintain an open Account. Customer irrevocably authorizes Passport to debit and/or credit the Account to settle any and all fees and other amounts due Passport under this Agreement, and such authority shall remain in effect for a period of one (1) calendar year following the date of termination of this Agreement, regardless of whether Customer has notified Passport of an Account Change as defined below. Customer shall have thirty (30) days from the date of the transaction to dispute any amount credited/debited by Passport. The Parties will work together in good faith to resolve such dispute. Customer shall always maintain the Account with sufficient cleared funds to meet its obligations under this Agreement. In the event Customer desires an Account Change, Customer shall give Passport 30 days prior written notice, and Passport shall use reasonable commercial efforts to effect such Account Change; however, such Account Change shall not be effective until the date on which Passport actually makes such Account Change on Passport's system. In no event shall Passport have any liability for any amounts directed to an Account that has been designated by any purported representative of Customer or its Customer Supplier at any time during the term of this Agreement, regardless of any Account Change. All amounts due Passport under this Agreement shall be paid without set-off or deduction, and shall be due from Customer as of the date Passport originates an ACH debit transaction record to Customer's Account. Any fees not collected from Customer by Passport when due shall bear interest at one (1) percentage point per month but in no event more than the highest rate permitted by law. The acceptance by Passport, Passport's affiliate or other financial institution of Customer's closing (or termination of) its Account shall not constitute a mutually agreed upon termination of this Agreement. Without limiting the generality of any other provision of this Agreement, Passport is hereby authorized by Customer to charge amounts due under this Agreement i) against each day's sales transactions ii) against any reserve; or iii) by making an ACH debit to Customer's Account.

14. Indemnification.

- A. Subject to the other limitations, terms and conditions of this Agreement, Passport shall indemnify, defend, and hold harmless Customer, and its directors, officers, employees, affiliates and agents from and against all third party proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, arising from or related to the Payment Facilitation Services, and incurred by Customer, its directors,

officers, employees, affiliates and agents, only to the extent resulting from or arising out of Passport's gross negligence, or willful misconduct.

B. Except to the extent caused by Passport's gross negligence or willful misconduct, Customer shall indemnify, defend, and hold harmless Passport, and its directors, officers, employees, affiliates and agents from and against all proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, incurred by Passport, its directors, officers, employees, affiliates and agents resulting from or arising out of the Services in this Agreement, Customer's processing activities, the business of Customer or its customers, any sales transaction acquired by Passport, any noncompliance with the Operating Regulations (or any rules or regulations promulgated by or in conjunction with the Card Networks) by Customer or its agent (including any Customer Supplier), any Data Incident, any infiltration, hack, breach, or violation of the processing system of Customer, its Customer Supplier, or any other third party processor or system, or by reason of any breach or nonperformance of any provision of this Agreement on the part of the Customer, or its employees, agents, Customer Suppliers, or customers.

C. The indemnification of each party shall survive the termination of the Agreement. The indemnified party shall (i) provide prompt written notice of any claim to the indemnifying party; (ii) cooperate with all reasonable requests of the indemnifying party; and (iii) surrender exclusive control of the defense and settlement of any third party claim to the indemnifying party provided that the indemnifying party will obtain the indemnified party's written consent prior to agreeing to any settlement or agreement that requires the indemnified party to make any admission of fault or to pay any amounts in connection with such settlement or agreement that are not fully paid for by the indemnifying party. The indemnified party shall not unreasonably withhold or delay any consent required under this Section. The indemnified party may elect to participate in the action with an attorney of its own choice at its own expense.

15. Review of Settlement Activity and Reports: Notice of Failure by Passport. Customer agrees that it shall review all reports, notices, and invoices prepared by Passport or its agent and made available to Customer, including but not limited to reports, notices, and invoices provided via Passport's online reporting tool. Passport reserves the right to send some or all of the reports and/or invoices and/or notices of any pricing changes permitted under this Agreement via communication methods utilized as components of its Service Delivery Process which method Passport may change from time to time with notice via Passport's Service Delivery Process. Customer expressly agrees that Customer's failure to notify Passport that Customer has not received any settlement funds within ten (10) business days from the date that settlement was due to occur, or fails to reject any report, notice, or invoice within thirty business days from the date the report or invoice is made available to Customer, shall constitute Customer's acceptance of the same. In the event Customer believes that Passport has failed in any way to provide the Services, Customer agrees to provide Passport with written notice, specifically detailing any alleged failure, within 30 days of the date on which the alleged failure first occurred.

16. Limitation of Liability.

A. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, PASSPORT DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER HEREBY ACKNOWLEDGES THAT THERE ARE RISKS ASSOCIATED WITH THE ACCEPTANCE OF CARDS AND CUSTOMER HEREBY ASSUMES ALL SUCH RISKS EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN.

B. Without limiting the foregoing, neither party shall be liable for lost profits, lost business or any incidental, special, consequential or punitive damages (whether or not arising out of circumstances known or foreseeable by the other party) suffered by such party, its customers, or any third party in connection with the Services provided hereunder. However, nothing in the foregoing sentence is in any way intended, and shall not be construed, to limit (i) Customer's obligation to pay any fees, assessments or penalties due under this Agreement, including but not limited to those imposed by telecommunications services Customers or the Card Networks; or (ii) any damages due from Customer related to the failure by Customer to exclusively receive the Services from Passport to the extent required by the Agreement, and/or (iii) Customer's obligation to indemnify Passport pursuant to section 19. In no event shall Passport be liable for any damages or losses (i) that are wholly or partially caused by the Customer, or its employees, agents, or Customer Suppliers that should have been reported to Passport pursuant to Section 20, (ii) that first occurred, whether or not discovered by Customer, more than 30 days prior to Passport's receipt of written notice from Customer or (iii) that were caused due to errors in data provided by Customer to Passport.

C. Passport's liability related to or arising out of this Agreement shall in no event exceed an amount equal to the lesser of (i) actual monetary damages incurred by Customer or (ii) fees paid to and retained by

Passport for the particular Services in question for the three calendar months immediately preceding the date on which Passport received a written notice from Customer detailing Passport's material nonperformance under this Agreement. For avoidance of doubt, the cap on Passport's liability set forth in the immediately preceding sentence will not limit Passport's obligation to settle funds due to Customer under this Agreement.

- D. No cause of action, regardless of form, shall be brought by either party more than one year after the cause of action arose, other than one for the nonpayment of fees and amounts due Passport under this Agreement. In the event that Customer has a claim against Member Bank in connection with the Services provided under this Agreement, Customer shall proceed against Passport (subject to the limitations and restrictions herein), and not against Member Bank, unless otherwise specifically required by the Operating Regulations.
- E. Passport and Customer recognize and agree that any limitations of liability set forth in this Agreement are fair and reasonable.

17. Regulatory Remedial Right. Passport may suspend or cease providing any Service in this Agreement if: (i) in Passport's reasonable opinion, such Service, or the business of Customer, violates or would violate the Operating Regulations, or any federal, state or local statute or ordinance, or any regulation, order or directive of any governmental agency or court; (ii) Customer is accused by any federal, state or local jurisdiction of a violation of any applicable statute or ordinance or any regulation, order or directive of any governmental agency or court, or if Passport reasonably believes, based upon the opinion of its legal counsel, that Customer may be in violation of any of the foregoing; and/or (iii) in Passport's reasonable opinion, Customer's activities may result in increased regulatory scrutiny or reputational harm. Passport may also suspend or cease providing any Service in this Agreement to Customer if directed to do so by Member Bank, Acquirer, or a Card Network.

18. Conversion; Deconversion. To the extent applicable, Customer shall take all necessary steps to, and shall, promptly convert to Passport's system for the Services in this Agreement not later than 90 days after the execution of this Agreement. Passport agrees that it shall not charge Customer for Passport's standard and customary internal testing and conversion preparation only, in connection with Customer's initial conversion to Passport's system at the commencement of this Agreement, and as determined by Passport in its sole reasonable discretion. The foregoing shall not be deemed to limit Customer's obligation to pay any third party fees and expenses incurred by Passport in connection with Customer's conversion, which shall remain the sole responsibility of Customer. Customer agrees to be responsible for all direct and indirect costs (including but not limited to those incurred by Passport, its affiliates and/or agents) in connection with and/or related to Customer's conversion from Passport at the termination of this Agreement and/or related to any conversion or programming effort affecting the Services after Customer's initial conversion to Passport.

19. Use of Confidential Information. Notwithstanding anything to the contrary herein, Passport may use, disclose, share and retain any information provided by Customer and/or relevant to the Services, during the term and thereafter: (a) with any affiliates, agents, or partners of Passport; (b) in response to subpoenas, warrants, court orders or other legal processes; (c) in response to lawful requests from law enforcement agencies or government entities; (d) to comply with applicable laws or regulations; (e) with Passport's affiliates, partners and agents, (f) to perform analytic services for Passport, Acquirer and/or others including but not limited to analyzing, tracking and comparing transaction and other data to develop and provide insights for such parties as well as for developing, marketing, maintaining and/or improving Passport's products and services; and/or (g) to offer or provide the Services hereunder.

20. Compliance with Law. Customer represents and warrants to Passport that it will comply with all applicable federal, state and local laws and regulations in connection with Customer's receipt of the Services and/or applicable to Customer's business operations. Passport will comply with federal, state and local laws and regulations applicable directly to Passport in its provision of the Services.

21. Security and Data Incidents. Passport will be responsible for the security, quality, accuracy, and adequacy of all transactions originated in its applications and information supplied hereunder, and will establish and maintain adequate audit controls to monitor the security, quality, maintenance, and delivery of such data. For any transactions originated at a point of sale outside a Passport or Passport affiliate application, Provide will assume full responsibility for the security, quality, accuracy, and adequacy of all transaction and information supplied hereunder, and will establish and maintain adequate audit controls to monitor the security, quality, maintenance, and delivery of such data. Without limiting the generality of the foregoing, Customer represents and warrants to Passport that it has implemented and will maintain secure systems for maintaining and processing information and for transmitting information to Passport. Passport shall have no liability whatsoever for the security or availability of any communications connection used in connection with the Services provided hereunder. Customer acknowledges that Passport is responsible only for the security of its own proprietary systems, and not for the systems of any third party, including without limitation any Customer Supplier of Customer. Customer shall notify Passport immediately if Customer becomes aware of or suspects a Data Incident. Customer agrees to fully cooperate, to the extent permitted by applicable law, with Passport

and any Card Network with respect to any investigation and/or additional requirements related to a suspected Data Incident.

22. Audits. At any reasonable time upon reasonable notice to Customer, Customer shall allow Passport to review the files held and the procedures followed by Customer at any or all of Customer's offices or places of business which are directly related to this Agreement. Customer will provide requested information to Passport necessary to complete its audit.

23. System Requirements and Upgrades. Customer agrees that the Services shall be provided in accordance with Passport's then current systems, standards and procedures and that Passport shall not be required to perform any special programming, to provide any special hardware or software or to implement any other system, program or procedure for Customer. Unless otherwise agreed in writing by Passport, all sales transaction, settlement and other data and information used in connection with the Services shall be provided to Passport in Passport's then current data formats and by means of Passport's then current telecommunications configurations and protocols. Passport may make changes in the Services based upon, but not limited to, technological developments, legislative or regulatory changes, or the introduction of new services by Passport. Customer shall comply with all time deadlines, equipment and software maintenance and upgrading requirements to the extent required by the Card Networks and/or Operating Regulations. Customer shall use best efforts to comply with all other time deadlines, equipment and software maintenance and upgrading requirements which Passport may reasonably impose on Customer from time to time.

24. Title to the Services. Customer agrees it is acquiring only a nontransferable, non-exclusive right to use the Services. Passport shall at all times retain exclusive title to the Services, including without limitation, any materials delivered to Customer hereunder and any invention, development, product, trade name, trademark, service mark, software program, or derivative thereof, developed in connection with providing the Services or during the term of this Agreement.

25. Maximum Amounts. Customer may set a maximum transaction amount to accept a Card that provides access to a credit account, under the following conditions: Customer is i) a department, agency or instrumentality of the U.S. government; ii) a corporation owned or controlled by the U.S. government; or iii) an entity whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 – Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between Mastercard, VISA, or any other Card Network.

26. Additional Agreement. In the event that more than \$1,000,000 in Visa transactions and/or \$1,000,000 in Mastercard transactions (or such other amount provided by the Operating Regulations) ("Benchmark Amount") is to be processed through and on behalf of Customer in any twelve (12) month period, Passport will present to Customer a "Merchant Services Agreement for Sub-Merchants" with Acquirer. Should Acquirer and Customer fail to enter into an agreement within sixty (60) days from presentation to Customer, Passport reserves the right to terminate this Agreement.

27. Definitions.

For the purposes of these PF Terms, the following terms shall have the meanings set forth below:

"Acquirer" means WorldPay, LLC, the merchant acquirer for the sales transactions contemplated by this Agreement.

"Account" means an open checking account at a financial institution acceptable to Passport which Passport can access through the ACH system.

"Account Change" means a change in the Account or the financial institution where the Account is located.

"ACH" shall mean the Federal Reserve's Automated Clearing House ("ACH") system.

"American Express" shall mean American Express Travel Related Services, Inc.

"Card Network" means VISA, Mastercard, Discover, American Express, or any Other Network, as the same are defined herein.

"Cards" shall mean Mastercard, VISA, Discover and Other Network cards, account numbers assigned to a cardholder, or other methods of payment accepted by Passport, for which pricing is set forth in the Agreement.

"Cardholder" shall mean any person authorized to use the Cards or the accounts established in connection with the Cards.

"Data Incident" shall mean any alleged or actual compromise, unauthorized access, disclosure, theft, or unauthorized use of Card or Cardholder information, regardless of cause, including without limitation, a breach of or intrusion into

any system, or failure, malfunction, inadequacy, or error affecting any server, wherever located, or hardware or software of any system, through which Card information resides, passes through, and/or could have been compromised.

"Discover" shall mean Discover Financial Services, LLC.

"Member Bank" shall mean a member of VISA, Mastercard and/or Other Networks, as applicable, that provides sponsorship services in connection with this Addendum.

"Mastercard" shall mean Mastercard International, Inc.

"Other Network" shall mean any card association other than VISA, Mastercard, or Discover or any electronic payment network that is identified in the Customer Price Schedule, which is provided by Passport to Customer from time to time, and in which Customer participates hereunder.

"PCI-DSS" shall mean the Payment Card Industry Data Security Standard.

"Customer Supplier" shall mean a third party other than Passport or Member Bank used by Customer in connection with the Services received hereunder, including but not limited to, Customer's software Customers, equipment Customers, and/or third party processors.

"Service" shall mean any and all services described in, and provided by Passport pursuant to, this Addendum.

"Service Delivery Process" means Passport's then standard methods of communication, service and support, including but not limited to communication via an online portal, email communication, statement notices, other written communications, etc.

"VISA" shall mean VISA USA, Inc.

28. American Express Program. Capitalized terms in this Section 33 are defined in the American Express Merchant Requirements.

- ☐ Customer hereby authorizes Passport to submit Transactions to, and receive settlement from, American Express on behalf of the Customer. If Customer is placed in the American Express Program, Customer shall be responsible for complying with the provisions set forth in Section 35 below and the American Express Merchant Operating Guide for all transactions initiated in the Passport application, which can be located at <http://www.americanexpress.com/merchantopguide>.
- ☐ Acquirer may disclose Transaction Data, Merchant Data, and other information about the Customer to American Express; and American Express may use such information to perform its responsibilities in connection with the Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including marketing purposes within the parameters of the Agreement. American Express may use the information from the Agreement at the time of setup to screen and/or monitor Customer in connection with Card marketing and administrative purposes.
- ☐ Customer may be converted from the American Express Program to a direct Card acceptance relationship with American Express if and when Merchant has either (i) greater than \$1,000,000 in Charge Volume in a rolling twelve (12) month prior or (ii) greater than \$1,000,000 in Charge Volume in any three (3) consecutive months (hereinafter "High CV Merchant"). Upon conversion, (i) the Customer will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by the Customer for Card acceptance.
- ☐ Customer shall not assign to any third party any payments due to it under the Agreements, and all indebtedness arising from Charges will be for bona fide sales of goods and services (or both) at its Establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign future Transaction receivables to Acquirer, its affiliated entities and/or any other cash advance funding source that partners with Acquirer or its affiliated entities, without consent of American Express.
- ☐ Third-party beneficiary rights may be conferred to American Express, but not obligations to the Merchant Processing Agreement, providing American Express the ability to enforce the terms of the Agreement against the Customer in association with the American Express Program only.

- Customer may elect to opt out of accepting American Express Cards at any time without directly or indirectly affecting its rights to accept other payment products by notifying Passport.
- Passport may terminate the Customer's to accept American Express Cards if it breaches any of the provisions in this Section.
- Acquirer has the right to immediately terminate Customer from the American Express Program for cause, fraudulent or other activity, or upon American Express' request.
- Customer may not bill or collect from any American Express cardholder for any purchase or payment on the Card unless Chargeback has been exercised, the Customer has fully paid for such Charge, and it otherwise has the right to do so.

29. American Express Program General Merchant Requirements

A. Card Acceptance. Customer (referred to herein as "Merchant") must accept the Card as payment for goods and services (other than those goods and services prohibited under Section 3.3, "Prohibited Uses of the Card" of the Merchant Requirements) sold, or (if applicable) for charitable contributions made, at all of its Establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's Establishments under the Agreement.

B. Treatment of the American Express Brand.

Except as expressly permitted by Applicable Law, Merchant must not:

1. indicate or imply that it prefers, directly or indirectly, any Other Payment Products over the Card,
2. try to dissuade Card Members from using the Card,
3. criticize or mischaracterize the Card or any of American Express' services or programs,
4. try to persuade or prompt Card Members to use any Other Payment Products or any other method of payment (e.g., payment by check),
5. impose any restrictions, conditions, disadvantages or fees when the Card is accepted that are not imposed equally on all Other Payment Products, except for electronic funds transfer, or cash and check,
6. suggest or require Card Members to waive their right to dispute any Transaction,
7. engage in activities that harm the American Express business or the American Express Brand (or both),
8. promote any Other Payment Products (except Merchant's own private label card that Merchant issues for use solely at Merchant's Establishments) more actively than Merchant promote the Card, or
9. convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

Merchant may offer discounts or in-kind incentives from Merchant's regular prices for payments in cash, ACH funds transfer, check, debit card or credit/charge card, provided that (to the extent required by Applicable Law): (i) Merchant clearly and conspicuously disclose the terms of the discount or in-kind incentive to Merchant's customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, Mastercard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth above in this Section B., "Treatment of the American Express Brand".

C. Treatment of the American Express Marks. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate Merchant's acceptance of the Card and display our Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use the American Express Marks in any way that injures or diminishes the goodwill associated with the Mark, nor (without prior written consent from Processor) indicate that American Express endorse Merchant's goods or services. Merchant shall only use the American Express Marks as permitted by the Agreement and shall cease using our Marks upon termination of the Agreement.

D. Treatment of American Express Card Member Information. Any and all Card Member Information is confidential and the sole property of the Issuer, American Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Card Member Information, nor use nor store it, other than to facilitate Transactions at Merchant's Establishments in accordance with the Agreement.

E. ARBITRATION AGREEMENT (as to Claims Involving American Express). In the event that Merchant or Passport (herein referred to as "Processor") is not able to resolve a Claim against American Express, or a claim against Processor or any other entity that American Express has a right to join, this section explains how Claims may be resolved through

arbitration. Merchant or American Express may elect to resolve any Claim by binding individual arbitration. Claims will be decided by a neutral arbitrator.

If arbitration is elected by any party, neither Merchant nor Processor nor American Express will have the right to litigate or have a jury trial on that Claim in court. Further, Merchant, Processor, and American Express will not have the right to participate in a class action or in a representative capacity or in a group of persons alleged to be similarly situated pertaining to any Claim subject to arbitration under this Agreement. Arbitration procedures are generally simpler than the rules in court. An arbitrator's decisions are final and binding, and the arbitrator's final decision on a Claim generally is enforceable as a court order with very limited review by a court. Other rights Merchant, Processor, or American Express would have in court may also not be available in arbitration.

- i. Initiation of Arbitration. Claims may be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration Agreement and the selected organization's rules in effect when the Claim is filed, except where those rules conflict with this Agreement. Contact JAMS or AAA to begin an arbitration or for other information. Claims may be referred to another arbitration organization if all parties agree in writing, if American Express selects the organization and Merchant selects the other within 30 days thereafter or if an arbitrator is appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (FAA). Any arbitration hearing will take place in the federal judicial district where Merchant's headquarters is located or New York, NY, at Merchant's election.
- ii. Limitations on Arbitration. If any party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. No Claim is to be arbitrated on a class or purported representative basis or on behalf of the general public or other persons allegedly similarly situated. The arbitrator's authority is limited to Claims between Merchant, Processor, and American Express. An arbitration award and any judgment confirming it will apply only to the specific case brought by Merchant, Processor or American Express and cannot be used in any other case except to enforce the award as between Merchant, Processor and American Express. This prohibition is intended to, and does, preclude Merchant from participating in any action by any trade association or other organization against American Express. Notwithstanding any other provision in this Agreement, if any portion of these Limitations on Arbitration is found invalid or unenforceable, then the entire Arbitration Agreement (other than this sentence) will not apply, except that Merchant, Processor, and American Express do not waive the right to appeal that decision.
- iii. Previously Filed Claims/No Waiver. Merchant, Processor, or American Express may elect to arbitrate any Claim that has been filed in court at any time before trial has begun or final judgment has been entered on the Claim. Merchant, Processor, or American Express may choose to delay enforcing or to not exercise rights under this Arbitration Agreement, including the right to elect to arbitrate a claim, without waiving the right to exercise or enforce those rights on any other occasion. For the avoidance of any confusion, and not to limit its scope, this section applies to any class-action lawsuit relating to the "Honor All Cards," "non-discrimination," or "no steering" provisions of the American Express Merchant Regulations, or any similar provisions of any prior American Express Card acceptance agreement that was filed against American Express prior to the Effective Date of the Agreement to the extent that such claims are not already subject to arbitration pursuant to a prior agreement between Merchant and American Express.
- iv. Arbitrator's Authority. The arbitrator will have the power and authority to award any relief that would have been available in court and that is authorized under this Agreement. The arbitrator has no power or authority to alter the Agreement or any of its separate provisions, including this arbitration agreement.
- v. Split Proceedings for Equitable Relief. Merchant, Processor, or American Express may seek equitable relief in aid of arbitration prior to arbitration on the merits if necessary to preserve the status quo pending completion of the arbitration. This section shall be enforced by any court of competent jurisdiction, and the party seeking enforcement is entitled to seek an award of reasonable attorneys' fees and costs to be paid by the party against whom enforcement is ordered.
- vi. Small Claims. American Express will not elect arbitration for any Claim Merchant properly files in a small claims court so long as the Claim seeks individual relief only and is pending only in that court.
- vii. Governing Law/Arbitration Procedures/Entry of Judgment. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and is governed by the FAA. The arbitrator shall apply New York law and applicable statutes of limitations and honor claims of privilege recognized by law. The arbitrator shall apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not federal or any state rules of procedure or evidence, provided that any party may ask the arbitrator to expand discovery by making a written request, to which the other parties will have 15 days to respond before the arbitrator rules on the request. If Merchant's Claim is for \$10,000 or less, Merchant may choose whether the arbitration will be conducted solely based on documents

submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the rules of the selected arbitration organization. At the timely request of a party, the arbitrator will provide a written opinion explaining his/her award. The arbitrator's decision will be final and binding, except for any rights of appeal provided by the FAA. Judgment on an award rendered by the arbitrator may be entered in any state or federal court in the federal judicial district where Merchant's headquarters or Merchant's assets are located.

- viii. **Confidentiality.** The arbitration proceeding and all information submitted, relating to or presented in connection with or during the proceeding, shall be deemed confidential information not to be disclosed to any person not a party to the arbitration. All communications, whether written or oral, made in the course of or in connection with the Claim and its resolution, by or on behalf of any party or by the arbitrator or a mediator, including any arbitration award or judgment related thereto, are confidential and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding; provided, however, that evidence shall not be rendered inadmissible or non-discoverable solely as a result of its use in the arbitration.
 - ix. **Costs of Arbitration Proceedings.** Merchant will be responsible for paying Merchant's share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees Merchant would have incurred if Merchant had brought a claim in court. American Express will be responsible for any additional arbitration fees. At Merchant's written request, American Express will consider in good faith making a temporary advance of Program Merchant's share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.
 - x. **Additional Arbitration Awards.** If the arbitrator rules in Merchant's favor against American Express for an amount greater than any final settlement offer American Express made before arbitration, the arbitrator's award will include: (1) any money to which Merchant is entitled as determined by the arbitrator, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees incurred by Merchant.
 - xi. **Definitions.** For purposes of this section xii. only, (i) American Express includes its Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing, (ii) Merchant includes Merchant's Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables and all agents, directors, and representatives of any of the foregoing, and (iii) Claim means any allegation of an entitlement to relief, whether damages, injunctive or any other form of relief, against American Express or against Processor or any other entity that American Express has the right to join, including, a transaction using an American Express product or network or regarding an American Express policy or procedure.
- F. **Establishment Closing.** If a Merchant closes any of its Establishments, Merchant must follow these guidelines:
- ☐ Notify payment processing company immediately.
 - ☐ Policies must be conveyed to the Card Member prior to completion of the Charge and printed on the copy of a receipt or Charge Record the Card Member signs. See Section 4.8, "Return and Cancellation Policies" of the Merchant Requirements for additional information.
 - ☐ If not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Charge Record and on websites and catalogs).
 - ☐ Return and cancellation policies must be clearly disclosed at the time of sale.
 - ☐ For Advance Payment Charges or Delayed Delivery Charges, delivery of the goods or services which have already charged to the Card Member is required or Credit must be issued for any portion of the Charge for the goods or services not delivered.

1. **Premium Payment Gateway Services**

Passport will make available to Customer certain premium payment gateway services, subject to the terms and conditions applicable to PGMS and the following terms and conditions:

- a. **Payment Acceptance:** In addition to acceptance of all major card types (Visa, Mastercard, Discover, and American Express), Passport will accept ApplePay, Google Pay, and/or any other alternative payment methods that Passport may accept from time to time.
- b. **Acceptance of Ecosystem Payments:** If agreed in writing by Customer and Passport, Customer will have access to those partners and/or others for which Passport accepts payments from time to time. For clarity, Passport will serve as the merchant (commonly known as the "merchant of record") for any such transactions.

- c. **Access to Specialized Interchange Rates:** Subject to any applicable agreements Passport may have from time to time with either Visa or Mastercard, Passport may grant to Customer access to Passport's negotiated Small Ticket Interchange rates within the Parking Segment. Notwithstanding the foregoing, Customer may be required to register Customer's BIN through Customer's merchant acquirer to access such negotiated interchange rates. Passport does not assume any responsibility for such registration, but will provide reasonable assistance to Customer to implement such negotiated interchange rates.

2. Pricing

The Order Form includes all applicable fees. Notwithstanding the foregoing, Customer and Passport have agreed to such fees based upon certain estimates and information provided to Passport by Customer, including, without limitation, transaction volume, transaction rates, average dollar amount of transactions, and then-current card network fees and rates. If there are any material and/or non-trivial changes to transaction volume, transaction rates, average dollar amount of transactions, and/or card network fees and rates, Passport may adjust the applicable fees to maintain, as closely as reasonably possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees and/or rates in effect as of the Effective Date.

PROVIDER AGREEMENT ADDENDUM



Contact Information	
City of University City ("Customer") Contact Name: Jared Jones Telephone: Email: jjones@ucitymo.org	Passport Labs, Inc. ("Passport") Contact Name: Jake Breig Telephone: Email: jake.breig@passportinc.com
Ship-To Address: 6801 Delmar Boulevard, University City, Missouri 63130, United States	Bill-To Address: Jared Jones 6801 Delmar Boulevard, University City, Missouri 63130, United States jjones@ucitymo.org

Products and Services	
Mobile Payment for Parking Platform ("MPP")	X
Payment Processing Services	X

Products and Services	Fees	Fee Types
Mobile Payment for Parking ("MPP")		
Per Transaction MPP Service and License Fee	\$0.37	Per Transaction ¹
Maximum Convenience Fee Passed through to Parking Customers	\$0.37	Per Transaction
Payment Processing Services		
Merchant Services Fee	2.9% + \$0.25	Per Transaction
Payment Gateway Fee	\$0.05	Per Transaction
Opsman Monitoring Service Fee	\$5,000.00/year	

Key Terms	
Effective Date	August 1st, 2025
Initial Term and Renewal Term	This Order Form will have an initial term of thirty-six (36) months (the "Initial Term"). Upon expiration of the Initial Term, this Order Form will automatically renew for successive renewal terms of twelve (12) months (the "Renewal Term") on the same terms and conditions, unless either Party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date of the Initial Term or the applicable Renewal Term of its intent not to renew.
Pass-Through Costs	Passport shall have the right to pass through to the Customer any costs incurred by Passport for postage, mailing, shipping, or other expenses directly associated with the Services provided under the Agreement ("Pass-Through Costs"). Passport shall provide Customer any supporting documentation as reasonably requested by Customer. Passport shall provide written notice to Customer of any anticipated increases for Pass-Through Costs.

Appendices	Offering	Location
X	Software License and Service Agreement	See attached.
X	Mobile Payment for Parking ("MPP")	
X	Payment Processing Services	
X	Provider Agreement Addendum	

¹ An MPP "Transaction" is a single parking session lasting less than twenty-four (24) hours in duration. For clarity, a Transaction is the original parking session only and does not include additional extensions of the original parking session. An additional Per Transaction Fee shall apply to each individual extension of the original parking session.

Billing Information	
Billing Contact Name:	Jared Jones
Billing Email Address:	jjones@ucitymo.org
Billing Address:	6801 Delmar Boulevard, University City, Missouri 63130, United States

This Order Form (the "Order Form"), effective as of August 1, 2025, is being entered into by and between Passport Labs, Inc. and City of University City ("Customer") pursuant and subject to the Software License and Service Agreement (the "Agreement") entered into by the Parties as of the date of last signature herein. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

This Order Form, together with any Appendices attached and the SOW attached, contain the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

[signature page follows]

IN WITNESS WHEREOF, Passport and Customer have each caused this Order Form to be executed by its duly authorized representatives.

CUSTOMER

PASSPORT LABS, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement is effective as of August 1, 2025 (the "Effective Date") and entered into by and between Passport Labs, Inc., a Delaware corporation ("Passport"), and City of University City ("Customer"). Passport and Customer are each a "Party" and collectively the "Parties." Passport is in the business of providing, and Customer desires to obtain from Passport, certain parking- or transit-related software, hardware, and/or related services. This Agreement establishes the master terms and conditions that will apply to Customer's purchase from Passport of the products and services under this Agreement and Passport's delivery of the same to Customer. In consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the meaning set forth below (or as otherwise defined in the Agreement):

1.1. "Agreement" means this Software License and Service Agreement, the Product-Specific Terms, the Order Form(s), the Statement(s) of Work, and all other attachments, exhibits, and schedules hereto.

1.2. "Confidential Information" means all information of either Party ("Disclosing Party") which is disclosed to the other Party ("Receiving Party") pursuant or in relation to this Agreement (a) if in written form, that is marked "Confidential," "Proprietary," or with words of similar import; and (b) if in written form, but not marked "Confidential," "Proprietary," or with words of similar import, or if disclosed verbally that a reasonable person would regard such information as confidential under the circumstances of disclosure or in view of the nature of the information. Confidential Information includes, by way of illustration and not limitation, this Agreement, the Passport System and all components thereof, the Intellectual Property, and all non-public know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, contracts, customer lists, financial information, pricing information, marketing information, and product plans.

1.3. "Customer" is the entity specified in the preamble.

1.4. "Customer Materials" means any materials, systems, and other resources that Customer provides to Passport in connection with Professional Services.

1.5. "Documentation" means the technical documentation for the Passport System provided by Passport to Customer, including all updates and versions thereof, whether in the form of electronic or printed materials, magnetic media, or machine-readable format.

1.6. "End User" means any individual who uses any component of the Passport System to transact for any Product.

1.7. "Go-Live Date" means the date on which the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, is launched and begins to be utilized by Customer.

1.8. "Initial Term" means a period of sixty (60) months from the Go-Live Date, unless otherwise indicated in an Order Form.

1.9. "Intellectual Property" means all tangible and intangible property of Passport or its third-party vendors provided to Customer pursuant to this Agreement that is embodied in or used in connection with the Passport System, including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, and/or which is protected or is protectable under copyright, patent, trade secret, service mark, trademark, or other intellectual property laws and/or regulations.

1.10. "License Fees" means the fees owed to Passport in consideration of providing Customer the Passport System pursuant to this Agreement as memorialized in the Order Form or elsewhere in the Agreement.

1.11. "Licensed Software" means the Passport software and any Third Party Software as more particularly set forth in an Order Form.

1.12. "Order Form" means that certain form bearing the same caption on which the Products, Third Party Products, and any other software, hardware, products, or services ordered by Customer under this Agreement, among other things, are specified.

1.13. "Passport System" means collectively the Licensed Software, Third Party Hardware, Documentation, and any Third Party Products licensed or sold under this Agreement by Passport to Customer.

1.14. **"Product"** means any product offered by Passport, including a mobile payments for parking platform, a citation issuance and management platform, a digital permits platform, a mobile payments for transit platform, a micromobility management platform, and a unified platform for the management and distribution of parking rates and business rules, as well as any other product identified in an Order Form.

1.15. **"Product-Specific Terms"** means those separate legal terms appended to this Agreement that apply to each Product purchased by Customer under this Agreement.

1.16. **"Professional Services"** means any enablement, configuration, integration, implementation, or other technical and professional services provided by Passport related to the Passport System, as more fully described in a Statement of Work.

1.17. **"Renewal Term"** means a period of twelve (12) months following the Initial Term, unless otherwise indicated in an Order Form.

1.18. **"Statement of Work" or "SOW"** means a statement of work agreed upon by the parties with reference to each Product purchased under this Agreement and appended to this Agreement or to an Order Form. Any variation to a Statement of Work must be memorialized in a change order that is agreed upon and signed by the parties.

1.19. **"Substantial Completion Date"** means the date that Passport has completed configuring the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, to the specifications as set forth in the applicable SOW and is ready to be launched and utilized by Customer. Passport will notify Customer when it has achieved the Substantial Completion Date for each Product.

1.20. **"Term"** means the Initial Term and any Renewal Term(s).

1.21. **"Third Party Hardware"** means the hardware (and any related software embedded in or distributed with the hardware by the manufacturer of such hardware) manufactured by third parties and resold and/or sublicensed by Passport to Customer.

1.22. **"Third Party Products"** means Third Party Hardware and Third Party Software.

1.23. **"Third Party Software"** means all software owned by third parties, sublicensed by Passport to Customer and integrated into or interfaced by Passport into the Passport System.

2. PRODUCTS AND SERVICES

2.1. **Provision of the Passport System.** During Term, Passport shall provide the Products used in conjunction with the Passport System in accordance with all laws applicable to Passport's provision of the Products and Passport System generally (i.e., without regard for Customer's particular use of the Passport System).

2.2. **Order Forms.** The Order Form shall set forth the Products Passport is to provide to Customer under this Agreement. To the extent Customer wishes to procure, and Passport wishes to provide, any additional products or services, the Parties shall enter into one or more additional Order Forms as applicable that shall each form a part of and be subject to this Agreement.

2.3. **Products.** As of the Effective Date, Passport provides the Products (as defined above) in the marketplace (as well as related Third Party Products). Customer may request the addition of any Products and related services to the extent not provided by Passport to Customer as of the Effective Date and any additional software or platforms developed by Passport from and after the Effective Date, which shall be memorialized in a subsequent Order Form along with any additional terms (if applicable).

2.4. **Professional Services.** Any purchased Professional Services are as described in the relevant SOW and, subject to the terms and conditions of this Agreement, Passport will use commercially reasonable efforts to provide such Professional Services in a professional, industry-standard manner. Customer will give Passport timely access to all Customer Materials required for Passport to perform the Professional Services, and, if Customer fails or otherwise delays in doing so, Passport's obligation to provide Professional Services will be excused until the Customer Materials are provided or otherwise made available to Passport. Passport will use Customer Materials only for purposes of providing Professional Services. Customer may use Professional Services deliverables provided by Passport ("**Deliverables**") only as required for its authorized use of the Passport System subject to the same terms and conditions under this Agreement. Passport retains all right, title, and interest, including all intellectual property rights, in and to the Deliverables.

3. CUSTOMER USE OF THE PASSPORT SYSTEM

3.1. **License Grant.** Subject to the terms and conditions of this Agreement and all Third Party Software licenses, including, without limitation, the payment of all applicable License Fees, Passport hereby grants Customer a revocable, non-exclusive, nontransferable, non-subleaseable, and non-assignable license to use the Passport System during the Term for Customer's own internal operations in accordance with the terms of, and subject to the restrictions contained in, this Agreement.

3.2. **License Restrictions.** As a condition to the license set forth in Section 3.1, Customer shall not, directly, indirectly, alone, or with another person or entity (a) decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the Licensed Software or any portion thereof; (b) remove or modify any Passport or third-party markings, identification, copyright, or other notices from the Passport System; (c) sublicense, provide, lease, lend, pledge, use for timesharing or service bureau purposes, or allow others to use the Passport System to or for the benefit of third parties; (d) modify, change, incorporate into other software, create any databases other than as permitted herein, or create a derivative work of any part of the Licensed Software or Documentation; (e) disclose results of any performance information, analysis, or program benchmark tests without Passport's prior written consent; (f) make the Passport System, in whole or in part, available in any manner to any third party; (g) install or use the Passport System in any manner not in accordance with the license grant pursuant to Section 5.1; or (h) attempt to do any of the foregoing whether individually or with others.

3.3. **No Other Licenses.** Except as specifically granted in this Agreement, no license or other right is granted, either directly or indirectly, by implication or otherwise, to Customer, and all other rights are expressly reserved to Passport or its third-party vendors, as applicable.

3.4. **Suspension.** Passport may immediately suspend Customer's access to the Passport System if: (a) Customer breaches Section 3.2 (License Restrictions) or Section 11.1 (Customer Obligations); or (b) Customer's or End User's actions risk harm to any of Passport's other customers or the security, availability, or integrity of the Passport System. Where practicable, Passport will use reasonable efforts to provide Customer with prior notice of the suspension.

4. THIRD PARTY PRODUCTS

The successful delivery of the Passport System may require that Customer use certain Third Party Products depending on Customer's operations, and, if so, Customer will be notified. Customer agrees to be bound to all licenses, obligations, restrictions, and limitations in connection with any Third Party Products. Excluding warranty of title to any Third Party Products, all other Third Party Product warranties, including, without limitation, warranties with respect to materials, workmanship, capability, and intellectual property rights are made by such manufacturers and not by Passport. Passport will use commercially reasonable efforts to pass through to Customer for Customer's benefit all end-user warranties that the Third Party Products vendor(s) provides directly to Passport. Customer will look solely to such vendors or manufacturers for all remedies under such warranties.

5. INTELLECTUAL PROPERTY

5.1. **Ownership.** Customer acknowledges and agrees that the Intellectual Property is exclusively owned by and reserved to Passport, or to Passport's Third Party Software or Third Party Hardware providers, as the case may be, and Passport or such Third Party Software or Third Party Hardware providers will retain all right, title, and interest in the Intellectual Property. Customer will neither acquire nor assert any ownership or other proprietary rights in the Intellectual Property or in any derivation, adaptation, or variation thereof regardless of who creates the derivation, adaptation, or variation.

5.2. **Feedback.** Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Passport's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback, except to the limited extent that Section 20 (Confidentiality; Trade Secrets) governs Feedback that constitutes Customer's Confidential Information. Notwithstanding the provisions of Section 20, Customer may not designate Feedback as its Confidential Information to the extent that such Feedback relates to the Passport System. "Feedback" refers to any suggestion or idea for improving or otherwise modifying the Passport System.

6. PRIVACY POLICY; TERMS OF USE

End users' use of the Passport System shall at all times be governed by Passport's Privacy Policy, which can be viewed at <https://passportinc.com/privacy-policy/>, and Passport's Terms and Conditions, which can be viewed at <https://passportinc.com/terms-and-conditions/>. Passport's Privacy Policy and Terms and Conditions may be amended from time to time in Passport's sole discretion.

7. SUPPORT SERVICES

7.1. **Customer Support.** Passport will provide telephone and email support to Customer's staff Monday through Friday between 8:00 a.m. to 7:00 p.m. ET to address technical support issues. Passport will provide 24/7 after-hours telephone support. Passport can be contacted for support issues at:

- ☐ 980-939-0990 or via email at help@passportinc.com (Monday-Friday 8AM-7PM ET)
- ☐ 866.815.3043 or help247@passportinc.com (after-hours support)

7.2. **End User Support.** Customer shall provide initial support, including inquiries via telephone and email, for End Users. If Customer is unable to address End User inquiries, Customer may direct End Users to Passport's End User support team, which is available Monday through Saturday between the hours of 8:00 a.m. to 9:00 p.m. ET at 704-817-2500 or via email at support@passportinc.com. Customer should not display Passport's support phone numbers (or other direct contact information for Passport) on any marketing or signage visible by End User.

8. PRODUCT UPDATES

8.1. **Updates.** To the extent that Passport releases any system-wide improvements, modifications, updates, or enhanced versions of the Licensed Software during the Term, the improvements, modifications, updates, or enhanced versions will, when available, be provided to Customer at no charge and will automatically be subject to the terms of this Agreement.

8.2. **New Features.** Customer may request new features or functionality to be built into the Passport System, and, to the extent that Passport plans in its sole discretion to incorporate such requested new features or functionality into the Passport System, Passport will develop such features and functionality at no cost to Customer pursuant to Passport's development timeline. If Customer desires to expedite such development, Passport may, in its sole discretion, charge Customer an expedite fee to develop the requested features or functionality, provided, however, that Passport shall first notify Customer of the expedite fee and receive written approval from Customer to proceed. If Customer's requested features or functionality are created for Customer's use and Passport does not plan to incorporate such requested features into the Passport System, Passport may, in its sole discretion, charge Customer a custom development fee for the development of such features or functionality, provided again, however, that Passport shall first notify Customer of the custom development fee and receive written approval from Customer to proceed.

9. UPTIME

Passport will provide the Passport System with Uptime (as defined below) of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("**Uptime Guarantee**"). For any month during which the Passport System uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if Uptime falls to ninety-five percent (95.0%) during a given month and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit of four dollars (\$4.00). Uptime is defined as any period of time during which end users of the Passport System can use the Passport System, excluding any scheduled maintenance performed by Passport after hours or unavailability or impaired functionality of the Passport System due to causes outside of Passport's reasonable control (e.g., disruptions caused by Passport's hosting or payment processing partners).

10. FEES; PAYMENT

10.1. **License Fees.** In consideration for the licenses granted to Customer under this Agreement, Customer shall pay to Passport the License Fees.

10.2. **Annual License Fees.** For License Fees that are payable on an annual basis, as indicated in an Order Form, License Fees for the first year of the Term are due and payable upon the Effective Date and, thereafter, on the anniversary of the Effective Date for the duration of the Term.

10.3. **Third Party Products Fees.** Customer shall pay Passport all fees related to Third Party Products supplied to Customer under this Agreement as set forth in an Order Form (collectively, the "**Third Party Product Fees**"), if applicable. Fees for Third Party Products provided through Passport from and after the Effective Date may be subject to change based on the then-prevailing market rates of any Third Party Product provider for such products.

10.4. **Implementation or Monthly Minimum Fees.** Customer shall pay Passport the implementation fees or monthly minimum fees, if any, as set forth in an Order Form.

10.5. Fee Assumptions. Passport's License Fees, gateway services fees, and merchant services provider fees as set forth in this Agreement as of the Effective Date are conditioned upon certain underlying information pertaining to Customer's operations provided to Passport by Customer relating to transaction volume (e.g., number of mobile pay transactions, number of citations written, or number of parking permits purchased), transaction rates (e.g., hourly parking rates, citation rates, and permits rates), and average dollar amount of transactions as of the Effective Date, as well as card network fees in effect as of the Effective Date. To the extent there are non-trivial changes in any of the foregoing from and after the Effective Date, the License Fees, gateway services fees, and/or merchant services provider fees are subject to change to maintain, as closely as possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees in effect as of the Effective Date. Passport and Customer shall negotiate in good faith with respect to the same, provided, however, that Passport shall not be obligated to continue providing the Passport System if the Parties are unable to reach agreement on a revised fee structure.

10.6. Expenses. Customer shall reimburse Passport for any travel, lodging, and meal expenses incurred in connection with Passport's performance under this Agreement, which shall be invoiced as incurred.

10.7. Payment Terms. Unless otherwise indicated in an Order Form, all payments due to Passport hereunder are due and payable within thirty (30) days after the date of the invoice. Any amounts not timely paid shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date or, if lower, the maximum rate permissible by law. If Customer fails to remit payment when due, Passport will have, in its sole discretion, the right to immediately suspend or terminate Customer's access to the Passport System in accordance with Section 16.2.1 and/or withhold funds in Passport's possession that would otherwise be remitted to Customer, in addition to any other remedies available to Passport under this Agreement or under law. Unless otherwise specified in an Order Form, all amounts payable to Passport hereunder are payable in full in United States Dollars without deduction or set off and shall be in addition to all tax obligations of Customer. If a currency other than the U.S. Dollar is specified in the Order Form, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the remittance of payment is made or pursuant to a suitable commercially available service to the extent utilized by Passport in its sole discretion. If Customer requires remittance of funds by check or custom invoicing inconsistent with Passport's standard format, Passport reserves the right to assess reasonable additional fees that shall be communicated and agreed upon with Customer in advance.

11. CUSTOMER OBLIGATIONS.

In addition to the payment of fees as set forth above any other obligations of Customer set forth in this Agreement, Customer shall also be subject to the following covenants:

11.1. Customer is responsible for Customer Data, including its content and accuracy, and will comply with applicable laws when using the Passport System. Customer represents and warrants that it has made all disclosures, provided all notices, and obtained all rights, consents, and permissions necessary for Passport to collect, access, use, disclose, transfer, transmit, store, host, or otherwise process the Customer Data as set forth in this Agreement without violating or infringing laws, third-party rights, or terms or policies that apply to the Customer Data. Except as otherwise expressly set forth herein, Customer is solely responsible for its Customer Data, including its content and accuracy.

11.2. Customer shall use Passport as Customer's sole provider for the Products and services procured by Customer under this Agreement and any substantially similar products or services provided by other vendors that are capable of being provided by Passport.

11.3. Passport's pricing is conditioned on Customer's continuous use of the Passport System throughout the Term consistent with historical use of the Passport System or any predecessor system. Customer covenants that it will not, during the Term, take any action that would materially diminish or cease the use of the Passport System, except in the case of a termination pursuant to Section 16.2.

11.4. From and after the Effective Date, Customer shall cooperate reasonably and promptly with Passport, and devote sufficient personnel and resources, to support the configuration and implementation of the Passport System through and including the Substantial Completion Date and Go-Live Date, and thereafter as reasonably necessary to continue the ongoing operations and maintenance of the Passport System on behalf of Customer.

12. PAYMENT GATEWAY PROVIDER

Passport is a payment gateway provider and shall provide payment gateway services to Customer in connection with the Products delivered under the Passport System at the rates indicated in the Order Form. To the extent Customer uses a third-party payment processor in combination with Products delivered as part of the Passport System, Customer is solely responsible for confirming whether payments are successfully processed and Passport expressly disclaims any and all liability associated with Customer's use of a third-party payment processor.

13. MERCHANT SERVICES PROVIDER

Passport is a full-service Merchant Services Provider, meaning a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions. Passport maintains itself as the merchant of record and Merchant Services Provider in connection with the provision of the Passport system. Customer will be responsible for paying all transaction and processing fees as defined in the fee schedule. Passport may change or add fees and/or charges following a major network update that significantly impacts the merchant costs assumed by Passport and will communicate applicable updates through Passport's Service Delivery Process. Upon notice of changes, such fees and/or charges shall be immediately payable by Customer when assessed by Passport. Should additional fees or charges be deemed commercially unreasonable, Customer has the option to terminate this Agreement within fifteen (15) days of notice of change in fees by providing written notice to Passport.

14. TAXES

To the extent applicable, Customer agrees to pay all taxes levied by a duly constituted taxing authority against or upon the products and services provided pursuant to this Agreement, or arising out of this Agreement (excluding, however, taxes based on Passport's income) regardless of whether such taxes become due or payable at the time of delivery or use of the Passport System or subsequent thereto. Customer agrees to pay any tax for which it is responsible hereunder which may be levied on or assessed against Customer directly, and, if any such tax is paid by Passport, to reimburse Passport therefore, upon receipt of proof of payment by Passport. Customer agrees to indemnify, defend, and hold Passport harmless with respect to all taxes or duties which any federal, state, or local taxing authority requires Passport to pay on behalf of Customer.

15. SHIPMENT AND DELIVERY

If any Third Party Products are purchased by Customer under this Agreement, Passport will deliver the same FOB shipping point for delivery to the installation site designated by Customer. Customer agrees to pay all reasonable delivery charges for the Third Party Products. Delivery schedules may not be canceled, postponed, or changed without Passport's prior written consent. Unless otherwise expressly stated, shipments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to timely pay Passport any monies due or owing Passport shall excuse Passport from making further deliveries, in addition to any other remedies to which Passport is entitled under this Agreement. Title to and risk of loss in the Third Party Products shall pass to Customer when the delivery carrier takes possession of the Third Party Products.

16. TERM AND TERMINATION

16.1. Term. This Agreement is effective as of the Effective Date and shall remain effective for as long as there is an active Order Form, unless sooner terminated pursuant to Section 16.2 below. Upon expiration of the Initial Term of an Order Form, the Order Form shall automatically renew for successive Renewal Terms on the same terms and conditions, unless either Party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date of the Initial Term or the applicable Renewal Term of its intent not to renew.

16.2. Termination. The following termination rights are in addition to any rights provided elsewhere in this Agreement and are without prejudice to any other right or remedy available to Passport or Customer at law or in equity:

16.2.1. Passport may terminate this Agreement and all licenses granted hereunder upon notice to Customer in the event that Customer fails to make full payment when due of any amount required to be paid by Customer under this Agreement within ten (10) calendar days of Passport's written notice of such failure to pay.

16.2.2. This Agreement may be terminated by either Party upon thirty (30) calendar days' prior written notice to the other Party in the event of a material breach of a material provision of this Agreement, provided, however, that the termination shall not be effective if, during the thirty (30) day notice period, or such other cure period as mutually agreed upon by the Parties, the breaching Party cures the breach.

16.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, (a) any licenses granted to Customer and all rights of Customer in and to the Passport System will immediately terminate; (b) Customer shall immediately cease using the Passport System; (c) Customer shall return to Passport any Third Party Hardware which Customer has not obtained title to as of such expiration or termination, and (d) all monies paid or due or owing to Passport by Customer up to such cancellation, completion, expiration, or termination shall be deemed non-refundable. Customer shall make payment on Passport's final invoice as set forth in Section 10.7. Passport will provide commercially reasonable assistance to Customer to enable the transition of the services to a successor vendor, if requested by Customer; provided first, however, that Customer has remitted to Passport all outstanding balances.

17. WARRANTIES.

17.1. Passport Warranties.

17.1.1. Passport warrants that it has full power and authority to license the Passport System to Customer as provided herein without the consent of any other person, or, in the event such consent is required, Passport has obtained said consent.

17.1.2. Passport warrants that the unmodified Passport System will operate in accordance with its specifications. Under this warranty, Passport will correct any errors in the unmodified Passport System at no extra charge to Customer. The foregoing warranty shall not apply to Third Party Products.

17.1.3. Passport further represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Passport, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Passport, and (d) the person signing this Agreement on behalf of Passport is authorized to bind Passport to this Agreement.

17.2. Customer Warranties. Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Customer, and (d) the person signing this Agreement on behalf of Customer is authorized to bind Customer to this Agreement.

18. DISCLAIMERS

18.1. GENERAL. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, PASSPORT EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. PASSPORT DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS THAT THE PASSPORT SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PASSPORT SYSTEM AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT EVERY DEFECT IN THE PASSPORT SYSTEM WILL BE CORRECTED. THE PASSPORT SYSTEM IS EXPRESSLY PROVIDED "AS IS."

18.2. THIRD PARTY SOFTWARE AND THIRD PARTY HARDWARE DISCLAIMER. PASSPORT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE THIRD PARTY SOFTWARE AND AS TO THE THIRD PARTY HARDWARE INCLUDING, WITHOUT LIMITATION, AS TO QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE ARE HEREBY EXPRESSLY DISCLAIMED. THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE PROVIDED UNDER THIS AGREEMENT ARE EXPRESSLY PROVIDED "AS IS."

18.3. EXCLUSIONS. Notwithstanding any other provisions of this Agreement to the contrary, the limited warranties provided in this Agreement shall not apply to nonconformities, errors, or defects of any goods or services provided by Passport pursuant to this Agreement or any amendments thereto due to any of the following: (a) Customer misuse of the Passport System; (b) Customer modification of the Licensed Software; (c) Customer failure to utilize compatible computer and networking hardware and software or to install updated or enhanced versions of the Licensed Software provided by Passport; or (d) interaction with software or hardware not provided by Passport.

19. LIMITATION OF LIABILITY

19.1. IN NO EVENT SHALL PASSPORT'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO PASSPORT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD ENDING ON THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (A) TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; OR (B) IN THE EVENT OF A BREACH OF THE PARTIES' CONFIDENTIALITY OBLIGATIONS CONTAINED IN THIS AGREEMENT.

19.2. **PASSPORT AND CUSTOMER EACH ACKNOWLEDGE THAT THE PROVISIONS OF THIS AGREEMENT WERE NEGOTIATED TO REFLECT AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THEM OF ALL RISKS (BOTH KNOWN AND UNKNOWN) ASSOCIATED WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL BE ENFORCEABLE INDEPENDENT OF AND SEVERABLE FROM ANY OTHER PROVISION OF THIS AGREEMENT.**

20. CONFIDENTIALITY; TRADE SECRETS.

20.1. **Obligations.** Each Party will maintain in strict confidence all Confidential Information of the Disclosing Party. The Receiving Party will not disclose or grant use of the Disclosing Party's Confidential Information to any third party except to the Receiving Party's employees and other representatives who have a need to know such Confidential Information or as expressly authorized by the Disclosing Party in writing. The Receiving Party will not use the Disclosing Party's Confidential Information except as authorized by this Agreement. The Receiving Party will use at least the same standard of care to protect the Confidential Information of the Disclosing Party as it uses to protect its own confidential information of a similar nature, but in no event with less than reasonable care. The Receiving Party will cause each employee or other representative to whom the Receiving Party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Unless otherwise set forth herein, upon the expiration or termination of this Agreement for any reason, or upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party (or, at the Receiving Party's option, destroy) all of the Disclosing Party's Confidential Information and shall promptly certify in writing that it has done so; provided, however, that the Receiving Party shall not be obligated to return or destroy any Confidential Information stored in archival or back-up files for which return or destruction is not reasonably practicable or any Confidential Information that must be retained for as long as necessary for purposes of audit, compliance, dispute resolution, or record retention pursuant to this Agreement.

20.2. **Exceptions.** The foregoing obligations of confidentiality shall not apply to any information that the Receiving Party can show is or was: (a) already known to the Receiving Party at the time of disclosure without obligation of confidentiality; (b) independently developed by the Receiving Party without use of or access to the Confidential Information of the Disclosing Party; (c) approved for disclosure by the Disclosing Party beforehand and in writing; (d) in the public domain without breach of this Agreement; or (e) lawfully received by the Receiving Party from a third party without obligation of confidentiality.

20.3. **Permitted Disclosures.** Nothing in this Section shall be construed to prohibit either Party from disclosing the Confidential Information of the other Party to the extent that such disclosure is required by applicable law or order of a court or other governmental agency, including pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Customer; provided, however, that the Receiving Party shall promptly notify the Disclosing Party in writing of such requirement and shall cooperate with the Disclosing Party to minimize the scope of any such disclosure and to obtain a protective or similar order.

20.4. **Trade Secrets.** Customer hereby acknowledges that the Passport System and its components, whether provided by Passport or its third-party vendors or licensors, constitute trade secrets of Passport and/or its third party-vendors or licensors, and as such are protected by civil and criminal law, are very valuable to Passport and/or its third-party vendors or licensors, and that their use must be carefully and continuously controlled. Customer agrees to notify Passport immediately of the unauthorized possession, use, or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use, or knowledge. Customer will promptly furnish Passport full details of such possession, use, or knowledge and will cooperate fully with Passport in any litigation against third parties reasonably deemed necessary by Passport to protect its proprietary rights.

20.5. **No Adequate Remedy.** In the event of a breach of this Section 20, the parties agree that the Disclosing Party may not have an adequate remedy at law, in money, or damages and, accordingly, shall be entitled to seek an injunction against such breach without posting a bond, in addition to any other remedies at law or in equity.

21. DATA RIGHTS.

This Section shall govern the rights of Passport and Customer, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Customer the rights in such data as stated in this Section.

Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://www.passportinc.com/privacy-policy>.

21.1. **Customer Data.** Customer Data is data specific to Customer's operation that is provided by Customer to Passport to be used in the configuration and provision of the Passport System for Customer's use. Customer Data is specific to Customer's operation, which is not available to Passport publicly or by other means. Customer Data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, business rules, parking and other inventory and assets, and relevant details of partner agreements. In each case, Customer Data may refer to past, present, or future states of such items. Customer Data is the sole and exclusive property of Customer. Customer grants Passport a perpetual, irrevocable, royalty-free, and non-exclusive license to Customer Data.

21.2. **PCI-DSS Information.** Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data. Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. In providing the services under this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification and secure PCI-DSS Information in accordance with PCI-DSS. As such, Passport may not grant Customer derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Customer.

21.3. **Personal Identifiable Information.** Personal identifiable information ("PII") is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals.

21.4. **Activity Data.** Activity Data is any data generated in the providing of services under this Agreement by Passport to Customer and by end users' interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity Data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity Data is also Activity Data. Activity Data is the sole and exclusive property of Passport. Passport grants Customer an irrevocable, royalty-free, non-exclusive, non-assignable, and nontransferable license to Activity Data for the Term to the extent and in the format that Passport chooses in its sole discretion to expose such Activity Data through its administrative portal or as otherwise agreed upon with Customer and only for Customer's internal use in connection with the services provided under this agreement.

22. PUBLICITY; USE OF NAMES AND MARKS.

Subject to the provisions of Section 20 (Confidentiality; Trade Secrets), the Parties will have the right to publicly disclose that Passport is Customer's provider of the Passport System as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity. Passport may use the name or marks of Customer, or reference the fact that Customer is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

23. DISPUTE RESOLUTION

23.1. **Negotiation.** If a dispute arises between or among Passport and Customer arising out of or concerning the meaning or interpretation of this Agreement or the terms or performance of this Agreement (collectively, a "Dispute"), Passport and Customer shall first attempt to settle such Dispute through good faith discussions and negotiations among principals of each Party authorized to bind each Party.

23.2. **Venue; Jurisdiction.** Any action or proceeding directly or indirectly arising out of a dispute will be settled exclusively in Mecklenburg County in the state of North Carolina and the parties expressly submit to and consent that the courts and authorities of the state of North Carolina will have exclusive jurisdiction over any such litigation. The parties hereby consent to service, jurisdiction, and venue of such courts for any litigation.

23.3. **Governing Law.** This Agreement, and any Disputes arising hereunder, shall be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of North Carolina, excluding its conflict of laws rules.

24. GENERAL PROVISIONS.

24.1. Complete Agreement. This Agreement is intended as the complete, final, and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, between them relating to the subject matter hereof. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. Each Party expressly acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either Party to the other except as expressly set forth in this Agreement.

24.2. No Waiver. Failure by either Party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any rights or remedies under this Agreement will not be construed or deemed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights; or remedies in that or any other instance; rather, the same will be and will remain in full force and effect. Any waiver by either Party of its rights under this Agreement must be in writing and signed by a duly authorized representative of the waiving Party.

24.3. Assignment. This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither Passport nor Customer may assign any rights, interests, or obligations hereunder without prior written consent of the other Party, provided, however, that Passport may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement. Any purported assignment in violation of this section shall be void and of no effect.

24.4. Construction. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance. No rule of law that requires that any part of the Agreement be construed against the Party drafting the language will be used in interpreting this Agreement.

24.5. Severability. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, (a) the Parties shall amend the pertinent provision(s) to reflect as nearly as possible the original intentions of the Parties, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

24.6. Relationship of Parties. The Parties expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Further, neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.

24.7. No Third Party Beneficiaries. This Agreement is made for the benefit of Passport and Customer and not for the benefit of any third parties.

24.8. Notices. All notices or other communications required or permitted to be made or given hereunder by one Party to the other Party shall be in writing and shall be deemed to have been given: (a) when hand delivered; (b) on the third (3rd) business day after the day of deposit in the United States mail when sent by certified mail, postage prepaid and return receipt requested; or (c) on the next business day after the day of deposit with reputable overnight delivery service. Such notices shall be sent to the address set forth below, or at such other addresses as may hereafter be furnished in writing by either Party to the other Party specifically as the Party's replacement address for notice under this Agreement.

If to Passport:

Passport Labs, Inc.
128 S. Tryon St., Suite 1000
Charlotte, NC 28202
Fax: (888) 804-1783
sales@passportinc.com
Attn: CRO

With a hard copy to General Counsel and
by email to legal@passportinc.com

If to Customer:

City of University City
6801 Delmar Boulevard, University City, Missouri
63130, United States
jjones@ucitymo.org
Attn: Jared Jones

24.9. Force Majeure. If the performance of this Agreement or of any obligation hereunder is interfered with by reason of any circumstances beyond the reasonable control of the Party affected, including, by way of illustration

and not limitation, fire, explosion, power failure, acts of God, war, revolution, epidemic, pandemic, or other public health concern, civil commotion, acts of public enemies, cybersecurity incident, any law, order, regulation, ordinance, executive order, or requirement of any government or legal body, delays or omissions attributable to third-party vendors, suppliers, or integration partners, or labor unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts, then the Party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations are contingent on the performance so interfered with); provided that the Party so affected shall use reasonable efforts to remove such causes of nonperformance.

24.10. Survival of Obligations. All rights and obligations of the parties under this Agreement, including, without limitation, those contained in the confidentiality provisions herein, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement and shall remain in full force and effect between the parties.

24.11. Counterparts. This Agreement may be executed in several counterparts, each of which when executed and delivered shall be deemed an original and each of which alone and all of which together shall constitute one and the same instrument. Facsimile signatures (or signatures in a .pdf or similar copy of the original) or electronic signatures shall be treated as original signatures for the purpose of enforcing this Agreement. Any signature delivered by a Party by facsimile transmission or electronic delivery shall be deemed to be an original signature hereto.

MOBILE PAYMENT FOR PARKING

1. Services

Passport will provide services and license software, including all web and mobile applications and related documentation necessary for Customer to operate MPP, which allows all parking customers in any parking facilities owned or managed by Customer (the "Premises") the ability to pay for parking using a smartphone application or mobile web application.

2. Signage

Passport will provide Customer an initial quantity of signs and decals consistent with Passport's marketing best practices at no charge to support the implementation of MPP. Customer will be solely responsible for installing all signs and decals in the Premises. Additional signs and decals shall be charged at Passport's then-prevailing unit prices. Passport will provide a design file to allow Customer to print replacement signs and decals at no charge.

3. Ancillary Fees

- a. Customer will pay a ten dollar (\$10) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport.
- b. Customer will pay a one dollar (\$1) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport.

1. 4. Third Party Mobile Payment Providers

In order to expand the management data available to Customer and to improve access and the user experience for a broader group of individuals wishing to pay for parking and engage in related transactions via channels other than MPP provided by Passport, Passport may, at its option, allow the use of third-party mobile payment providers' (each a "Third Party Mobile Payment Provider") interfaces for initiating parking transactions or to enhance the mobility experience, including any and all possible methods available to parkers to request the right to access and occupy a parking space or otherwise-denominated curb space for any period of time, subject to Customer's applicable MPP rates. Such Third Party Mobile Payment Provider interfaces will include, but not be limited to, in-dash vehicle systems, navigation systems (whether in-dash or smartphone-based), business intelligence solutions, and mobile payments for parking applications other than Passport's MPP (each an "Interface").

Should Passport exercise this option, Passport will work in good faith with each Third Party Mobile Payment Provider to establish the integrations necessary for Passport to facilitate all mobile payments for parking sessions and related transactions for the Third Party Mobile Payment Provider. Such integration work may include: (a) performing all tasks related to parking rights management, including the calculation of parking session prices, (b) managing rates, rules, and restrictions and zones, spaces, or other units of parking or curbside inventory; (c) establishing transactional reporting; (d) performing tasks related to transmission of parking rights data to parking enforcement systems and any data processing systems; (e) performing tasks related to refund issuance, parking rule management, reconciliation of funds, invoicing, and other administrative functions; and (f) establishing all back-office management interfacing necessary to manage the foregoing and all other tasks necessary or desirable for Passport to effectively manage the issuance and processing of parking rights on behalf of Customer (the "Shared Services"). For parking transactions initiated via a Third Party Mobile Payment Provider's Interface, payment processing must be conducted by Passport. For Shared Services transactions, Passport will meet the Provider's per transaction merchant services fee and payment gateway fee in effect at the time of execution of this Agreement.

Notwithstanding anything to the contrary in the Agreement, Passport may share Customer Data with Third Party Mobile Payment Providers to the extent necessary to enable the Shared Services.

Customer acknowledges and agrees that a Third Party Mobile Payment Provider may configure and control the feature set of its own Interface so long as it is capable of performing the functions required to interact with Passport's platform and execute parking transactions as designated in the scope of work. Customer further acknowledges and agrees that certain data received from Third Party Mobile Payment Providers may be more limited than what Passport can provide to Customer as Customer's MPP provider and may need to be provided, if at all, on an aggregated and/or anonymized basis; Passport shall, however, use commercially reasonable efforts to supply such data as may be reasonably requested by Customer for its internal purposes.

To utilize the Shared Services, each Third Party Mobile Payment Provider will be required to integrate with application programming interface endpoints provided by Passport, which cannot be accessed or utilized by such Third Party Mobile Payment Provider prior to the execution of a standalone contract with Passport governing the access, use, pricing, disclosure, and governance of the Shared Services consistent with the foregoing paragraphs and as otherwise determined by Passport in its sole discretion.

Except in the case of Third-Party Mobile Payment Providers pursuant to the foregoing paragraphs, Passport shall be the exclusive mobile payments for parking service provider for City during the term of this Agreement.

PAYMENT PROCESSING SERVICES

1. Payment Gateway Management Solutions

Passport has integrated the Platform with a payment management platform (the "Payments Platform") provided in part by Cybersource Corporation ("Cybersource"). Through the integration, Passport will make available to Customer certain payment management solutions ("PGMS"). Customer's use of PGMS is subject to the following terms and conditions:

- a. **Use of PGMS:** Customer's activity in any way connected with PGMS, including the installation, configuration, and use of PGMS, shall conform in all material respects to (a) the specifications set forth in any applicable documentation provided at any time by either Passport, (b) the Agreement, including, without limitation, all licenses granted under the Agreement, (c) the Payment Card Industry Data Security Standard (as applicable), and (d) the obtaining of appropriate consent for any personal data submitted via or in connection with PGMS at any time. Customer will (1) provide all information reasonably required by Passport to successfully provision an account for Customer; and (2) enter into any applicable agreement with Cybersource and/or applicable third parties as may be reasonably required to utilize PGMS, including, without limitation, any applicable merchant agreement.
- b. **Right of Refusal:** Customer acknowledges and agrees that Passport may, at its discretion, refuse to provide, suspend, or delete Customer's account(s) and/or access to PGMS with immediate effect, in which event Passport will promptly provide Customer with a reasonable written explanation for such refusal, suspension, or deletion.
- c. **Support:** Passport will provide initial support to handle Level-1 support inquiries from Customer, including, without limitation, technical questions, API configuration, connectivity testing and troubleshooting. Customer acknowledges and agrees that Passport may escalate support inquiries to third party vendors pursuant to Passport's procedures detailed in any applicable documentation.
- d. **Account Control:** Customer is solely responsible for maintaining adequate security and control of IDs, passwords, or any other codes for purposes of obtaining access to PGMS. Passport shall be entitled to rely on information it receives from Customer and may assume that all such information was transmitted by or on behalf of Customer.
- e. **Warranties:** Customer warrants that its products and/or services (a) do not infringe on or violate the intellectual property rights of any third party, and (b) will not contain any content which violates any laws or third party rights.
- f. **Disclaimer:** Notwithstanding any term or condition of the Agreement to the contrary, (a) Customer disclaims Passport and their respective affiliates from any liability to Customer for indirect, incidental, consequential, special or exemplary damage arising from or related to PGMS, and (b) any direct damages in the aggregate, under any legal or equitable theory, arising from or related to PGMS will be limited to fees actually received by Passport for provision of PGMS to Customer during the twelve (12) month period prior to the date that the cause of action arose.
- g. **Access to Data:** Customer acknowledges and agrees that both Passport and Cybersource (and their affiliates) may access and use personal information for improving and/or enhancing underlying products used by Customer, detecting data security incidents, or improving and enhancing security and fraud prevention tools for use by Passport, Customer and/or any other clients of Cybersource (or its affiliates).
- h. **Supported Payment Methods and Acquirers*:** Customer may select from any of the following processing entities that have existing compatibility with PGMS. Processing entities not listed must be approved by Passport and may be subject to additional connectivity fees.

Passport Payments Merchant Processing

Bank of America Merchant Services (BAMS/Omnipay)

Barclays

Chase Paymentech

Elavon

EVO

First Data Merchant Solutions (FDC Compass)
First Data Merchant Solutions (FDC Nashville Global, f.k.a. FDI Global)
First Data Merchant Solutions (FDMS Nashville)
First Data Merchant Solutions (FDMS South)
Global Payments International (GPN)
PNC
Scotiabank
SunTrust Bank
TSYS
Wells Fargo Bank (FDMS)
WePay
Worldpay
Worldpay (f.k.a. Litle/Vantiv CNP)
Worldpay (f.k.a. Vantiv Direct)

* Subject to modification and updating by Passport from time to time.

2. Passport Payments Merchant Processing

Passport will make available to Customer certain merchant processing services as a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions, subject to the terms and conditions applicable to PGMS and the following terms and conditions:

- a. **Merchant of Record:** Unless the Customer is designated as the merchant ("Merchant of Record" or "MOR") in the Order Form or another applicable written agreement of the Parties, Passport will serve as the MOR for all payments processed. Where Passport is the MOR, Customer hereby appoints Passport as its limited agent to accept and process payments in connection with the Offerings, and acknowledges that our receipt of payment from End Users in connection with the Offerings is equivalent to receipt of such funds by you. You will provide appropriate tax and banking information to us in order to allow us to make remittances according to the specified remittance schedule.
- b. **Branding:** Customer's payment screen(s) will include clear and conspicuous Passport branding in a manner acceptable to Passport and in conformity with applicable card network rules and/or standards. Passport may modify (or request that Customer modify) any payment screen(s) to conform to applicable card network rules and/or standards.
- c. **Inquiries and End User Support:** Passport will promptly respond to any cardholder (or end user) inquiries regarding any payments processed by Passport pursuant to the Order Form. Passport also will provide all cardholder (or end user) support for payments processed by Passport pursuant to the Order Form, including, without limitation, dispute resolution as described below. Notwithstanding the foregoing, Passport will provide to Customer information regarding chargebacks, credits, refunds, reversals and/or similar matters via Passport's systems; Passport also will promptly respond to Customer's reasonable requests for information regarding cardholder (or end user) inquiries associated with Customer.
- d. **Payment Acceptance:** Payments to be processed only may be initiated by cardholders using Passport authorized mobile and/or web applications.
- e. **Payment Methods:** Passport's merchant processing services will accept all major card networks (Visa, Mastercard, Discover, and American Express), as well as alternative payment methods that Passport may accept from time to time (ApplePay and Google Pay). Passport may modify the alternative payment methods accepted from time to time at Passport's sole discretion.

- f. **Acceptance of Ecosystem Payments:** If agreed in writing by Customer and Passport, Customer will have access to those partners and/or others for which Passport accepts payments from time to time. For clarity, Passport will serve as the merchant (commonly known as the "merchant of record") for any such transactions.
- g. **Dispute Terms:** As the MOR, Passport will bear the financial cost of chargeback processing fees for disputed transactions initiated within any Passport application. Passport reserves the right to reverse payments made to Customer associated with the transaction value for any disputed transactions. If Customer experiences excessive chargebacks, as reasonably determined by Passport, the parties will renegotiate the terms and conditions of this paragraph. Customers may request, in writing, that Passport respond to a dispute by submitting appropriate evidence as required by Passport and any applicable card networks. Notwithstanding the foregoing, Passport retains full authority with respect to managing the chargeback process.
- h. **Remittance:** If Passport is the Merchant of Record ("MOR"), Passport will remit to Customer funds [daily from the preceding day/from the preceding month within fifteen (15) days of the conclusion of the month], less all applicable fees.

3. Payment Facilitator Services

These Payment Facilitator Terms (the "PF Terms") set forth the terms and conditions by which Customer shall participate in, and Passport shall facilitate Customer's participation in, the programs affiliated with Mastercard, VISA, Discover, American Express, and Other Networks, which enable holders of Cards to purchase goods and services from Customer through the use of such Cards. Capitalized terms not defined in these PF Terms shall have the meaning assigned to them in the Agreement.

1. Operating Regulations. Customer agrees to comply, and to cause third parties acting as Customer's agent ("Agents") to comply, with the Card Network's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the PCI-DSS, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, the American Express Data Security Requirements (DSR), and any other program or requirement that may be published and/or mandated by the Card Networks or payment networks (collectively "Operating Regulations"). Customer also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Customer agrees that it will fully comply with any and all confidentiality and data security requirements of the USA PATRIOT Act (or similar Law) and anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Customer and Suppliers of Customer.

2. Application; Change in Business. Customer represents that all information supplied by Customer in connection with its application or other request for services is complete and accurate. Customer authorizes Passport and its agents and representatives to conduct due diligence on Customer and its Agents, including without limitation, a credit check, background investigation, reference checks, OFAC searches, Know Your Customer compliance check and any additional investigation necessary to comply with applicable Laws and Operating Regulations. Customer agrees to cooperate with Passport and provide requested information to complete the due diligence inquiry. In accordance with Section 326 of the USA PATRIOT Act, Passport is required to review and record information from the documents used in identifying new merchant customers, including Customer's information. The preceding sentence is intended to inform Customer of Passport's procedures and of Passport's responsibility under the USA PATRIOT Act.

3. Card Acceptance. Customer must accept all Cards and complete all Card transactions in accordance with the Operating Regulations. Customer has identified to Passport the products and/or services for which it intends to accept Cards as payment. For all payments processed through a Passport platform, Passport assumes responsibility to accept all Cards and complete all Card transactions in accordance with the Operating Regulations. Should the Customer use the Merchant Account provisioned under this Addendum to process card transactions using a vendor not provisioned by Passport, the Customer assumes responsibility to accept all Cards and complete all Card transactions in accordance with Operating Regulations. Customer also agrees that it shall only complete and deliver to Passport sales transactions produced as the direct result of bona fide sales made by Customer to Cardholders for such identified products and/or services, and that it is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Customer, or for any purposes related to any illegal or prohibited activity, including but not limited to pornography, money laundering, or the financing of terrorist activities.

4. Customer Prohibitions. Customer shall not i) require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, card expiration date, signature, or any other Card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that Customer impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services

from Customer, v) disburse funds in the form of cash unless Customer is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Customer), or Customer is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back and subsequently returned to Customer, irrespective of cardholder approval, vii) accept a Visa consumer credit Card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a Card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check.

5. **Transaction Processing.** Upon receipt of Customer's sales data for Card transactions, Passport will process Customer's sales data to facilitate the funds transfer between the various Card Networks and Customer. Passport will initiate payment to an account designated by Customer, on a periodic basis as agreed to by Customer and Passport, of the total face amount of each sales transaction acquired and accepted hereunder, less all applicable payment processing fees, Passport Product or Services fees, and applicable Card Network fees, dues, and assessments (including interchange fees), subject to the terms and conditions of this Addendum, the Operating Regulations, and applicable law, after Passport receives payment for such sales transactions. Passport may refuse to acquire any sales transaction or claim the amount of which, in whole or in part, it could charge back to the Customer pursuant to this Addendum, if it had acquired the sales transaction or claim. Customer acknowledges and agrees that Passport is not responsible for any action or inaction taken by the financial institution or other entity that issued the Card(s) to the Cardholders or the processor of such Card(s), provided that Passport was acting in compliance with Operating Regulations for the transactions Passport facilitated through its platforms. Customer agrees that Passport may set off any amounts due under this Addendum from amounts owed to Customer. In addition, Passport is hereby authorized by Customer, to charge, or to permit third parties to charge, amounts due under these PF Terms by making an ACH debit to Customer's account.

6. **Exception Items.** Customer agrees to reacquire and pay Passport the amount of any sales transaction, and Passport shall have the right at any time to charge Customer's account therefore with notice via Passport's Service Delivery Process, for any return, chargeback, compliance case, any other Card Network action, or if the extension of credit for merchandise sold or services or sales transactions performed was in violation of law or the rules or regulations of any governmental agency, federal, state, local or otherwise; or if Passport has not received payment for any sales transaction, notwithstanding Passport's prior payment to Customer for such sales transaction. Customer may instruct Passport in the defense of chargebacks, compliance cases and similar actions, and Customer agrees that it will promptly provide any such instructions to Passport. When Passport has determined it has all necessary information and instructions, Customer hereby authorizes Passport to resolve chargebacks and respond to retrieval requests and other inquiries without further consulting Customer.

7. **Customer Suppliers.** Customer shall not use a Customer Supplier in connection with the Services or the processing of any Card transactions through the Merchant Account provisioned under this agreement, unless such Customer Supplier has been approved in advance by Passport.

8. **Cardholder Information.** Customer shall not disclose, sell, purchase, provide, or exchange Cardholder name, address, account number or other information to any third party other than to Passport or a Card Network for the purpose of completing a sales transaction unless specifically permitted by the Operating Regulations. Customer represents and warrants that neither it nor its Customer Suppliers shall retain or store any Cardholder Sensitive Authentication Data or Cardholder Data (as such terms are defined under PCI-DSS) subsequent to the authorization of a sales transaction, nor any other data prohibited to be retained or stored by the Operating Regulations and/or this Agreement.

9. **Fees.** Customer agrees to pay Passport the fees, expenses and all other amounts set forth in the Addendum or in the Customer Price Schedule, which is provided by Passport to Customer from time to time during the term. Passport may change or add fees and/or charges upon notice to Customer, and such fees and/or charges shall be immediately payable by Customer when assessed by Passport.

10. **Card Network Assessments.** Notwithstanding any other provision of this Agreement, Customer shall be responsible for all amounts imposed or assessed to Customer in connection with this Agreement by Passport, Member Bank and Card Networks. Such amounts include, but are not limited to, fees, fines, assessments, penalties, loss allocations, etc in connection with this Agreement. Amounts shall automatically become effective upon notice to Customer via Passport's Service Delivery Process and shall be immediately payable by Customer when assessed by Passport.

11. **No Exclusivity.** Passport reserves the right to enter into other agreements pertaining to the Services with others, including without limitation other merchants.

12. **Default.** The following events shall be considered an "Event of Default":

(i) Customer becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding, a receiver is appointed for Customer, or Customer makes an assignment for the benefit of creditors, or admits its inability to pay its debts as they become due; or

(ii) Customer fails to pay or reimburse the fees, expenses or charges referenced herein when they become due; or

(iii) Customer is in default of any terms or conditions of this Agreement whether by reason of its own action or inaction or that of another; or

(iv) Passport reasonably believes that there has been a material deterioration in Customer's financial condition; or

(v) A Card Network or the Acquirer has indicated its desire for Passport to terminate services within the scope of these PF Terms with Customer, or is otherwise refusing to process Customer's sales transactions; or

(vi) Customer ceases to do business as a going concern, or there is a change in ownership of Customer which changes the identity of any person or entity having, directly or indirectly, more than 30% of either the legal or beneficial ownership of Customer; or

(vii) Customer transactions result in chargebacks in excess of 0.5% of total transactions processed within any consecutive three-month window for transactions initiated outside of a Passport application.

Upon the occurrence of an Event of Default, Passport may at any time thereafter terminate this Agreement by giving Customer written notice thereof. However, except in instances where immediate termination is required by any Card Network, or if Passport reasonably believes that the Event of Default poses material risk to it or involves a violation of applicable law, Customer will have 30 days following Passport's notice to cure an Event of Default under Section (ii), (iii), or (iv) prior to termination under this section. Termination of Customer for any reason shall not relieve Customer from any liability or obligation to Passport, and Customer shall immediately secure an independent processor to provide payment processing services at its sole cost and expense. In addition, Customer shall reimburse Passport for any damage, loss or expense incurred by Passport as a result of a breach by Customer, including any damages set forth in any addendum and/or schedule and/or exhibit hereto and including all past due, unpaid and/or future invoices for services rendered by Passport in connection with this Agreement. All such amounts shall be due and payable by Customer upon demand. Passport shall also have the option to require Customer to reacquire all outstanding sales transactions acquired by Passport hereunder. In addition to, and not in limitation of the foregoing, Passport may refuse to provide the Services in the event it has not been paid for the Services as provided herein.

13. Payment. Customer shall always maintain an open Account. Customer irrevocably authorizes Passport to debit and/or credit the Account to settle any and all fees and other amounts due Passport under this Agreement, and such authority shall remain in effect for a period of one (1) calendar year following the date of termination of this Agreement, regardless of whether Customer has notified Passport of an Account Change as defined below. Customer shall have thirty (30) days from the date of the transaction to dispute any amount credited/debited by Passport. The Parties will work together in good faith to resolve such dispute. Customer shall always maintain the Account with sufficient cleared funds to meet its obligations under this Agreement. In the event Customer desires an Account Change, Customer shall give Passport 30 days prior written notice, and Passport shall use reasonable commercial efforts to effect such Account Change; however, such Account Change shall not be effective until the date on which Passport actually makes such Account Change on Passport's system. In no event shall Passport have any liability for any amounts directed to an Account that has been designated by any purported representative of Customer or its Customer Supplier at any time during the term of this Agreement, regardless of any Account Change. All amounts due Passport under this Agreement shall be paid without set-off or deduction, and shall be due from Customer as of the date Passport originates an ACH debit transaction record to Customer's Account. Any fees not collected from Customer by Passport when due shall bear interest at one (1) percentage point per month but in no event more than the highest rate permitted by law. The acceptance by Passport, Passport's affiliate or other financial institution of Customer's closing (or termination of) its Account shall not constitute a mutually agreed upon termination of this Agreement. Without limiting the generality of any other provision of this Agreement, Passport is hereby authorized by Customer to charge amounts due under this Agreement i) against each day's sales transactions ii) against any reserve; or iii) by making an ACH debit to Customer's Account.

14. Indemnification.

- A. Subject to the other limitations, terms and conditions of this Agreement, Passport shall indemnify, defend, and hold harmless Customer, and its directors, officers, employees, affiliates and agents from and against all third party proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, arising from or related to the Payment Facilitation Services, and incurred by Customer, its directors,

officers, employees, affiliates and agents, only to the extent resulting from or arising out of Passport's gross negligence, or willful misconduct.

B. Except to the extent caused by Passport's gross negligence or willful misconduct, Customer shall indemnify, defend, and hold harmless Passport, and its directors, officers, employees, affiliates and agents from and against all proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, incurred by Passport, its directors, officers, employees, affiliates and agents resulting from or arising out of the Services in this Agreement, Customer's processing activities, the business of Customer or its customers, any sales transaction acquired by Passport, any noncompliance with the Operating Regulations (or any rules or regulations promulgated by or in conjunction with the Card Networks) by Customer or its agent (including any Customer Supplier), any Data Incident, any infiltration, hack, breach, or violation of the processing system of Customer, its Customer Supplier, or any other third party processor or system, or by reason of any breach or nonperformance of any provision of this Agreement on the part of the Customer, or its employees, agents, Customer Suppliers, or customers.

C. The indemnification of each party shall survive the termination of the Agreement. The indemnified party shall (i) provide prompt written notice of any claim to the indemnifying party; (ii) cooperate with all reasonable requests of the indemnifying party; and (iii) surrender exclusive control of the defense and settlement of any third party claim to the indemnifying party provided that the indemnifying party will obtain the indemnified party's written consent prior to agreeing to any settlement or agreement that requires the indemnified party to make any admission of fault or to pay any amounts in connection with such settlement or agreement that are not fully paid for by the indemnifying party. The indemnified party shall not unreasonably withhold or delay any consent required under this Section. The indemnified party may elect to participate in the action with an attorney of its own choice at its own expense.

15. Review of Settlement Activity and Reports: Notice of Failure by Passport. Customer agrees that it shall review all reports, notices, and invoices prepared by Passport or its agent and made available to Customer, including but not limited to reports, notices, and invoices provided via Passport's online reporting tool. Passport reserves the right to send some or all of the reports and/or invoices and/or notices of any pricing changes permitted under this Agreement via communication methods utilized as components of its Service Delivery Process which method Passport may change from time to time with notice via Passport's Service Delivery Process. Customer expressly agrees that Customer's failure to notify Passport that Customer has not received any settlement funds within ten (10) business days from the date that settlement was due to occur, or fails to reject any report, notice, or invoice within thirty business days from the date the report or invoice is made available to Customer, shall constitute Customer's acceptance of the same. In the event Customer believes that Passport has failed in any way to provide the Services, Customer agrees to provide Passport with written notice, specifically detailing any alleged failure, within 30 days of the date on which the alleged failure first occurred.

16. Limitation of Liability

A. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, PASSPORT DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER HEREBY ACKNOWLEDGES THAT THERE ARE RISKS ASSOCIATED WITH THE ACCEPTANCE OF CARDS AND CUSTOMER HEREBY ASSUMES ALL SUCH RISKS EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN.

B. Without limiting the foregoing, neither party shall be liable for lost profits, lost business or any incidental, special, consequential or punitive damages (whether or not arising out of circumstances known or foreseeable by the other party) suffered by such party, its customers, or any third party in connection with the Services provided hereunder. However, nothing in the foregoing sentence is in any way intended, and shall not be construed, to limit (i) Customer's obligation to pay any fees, assessments or penalties due under this Agreement, including but not limited to those imposed by telecommunications services Customers or the Card Networks; or (ii) any damages due from Customer related to the failure by Customer to exclusively receive the Services from Passport to the extent required by the Agreement, and/or (iii) Customer's obligation to indemnify Passport pursuant to section 19. In no event shall Passport be liable for any damages or losses (i) that are wholly or partially caused by the Customer, or its employees, agents, or Customer Suppliers that should have been reported to Passport pursuant to Section 20, (ii) that first occurred, whether or not discovered by Customer, more than 30 days prior to Passport's receipt of written notice from Customer or (iii) that were caused due to errors in data provided by Customer to Passport.

C. Passport's liability related to or arising out of this Agreement shall in no event exceed an amount equal to the lesser of (i) actual monetary damages incurred by Customer or (ii) fees paid to and retained by

Passport for the particular Services in question for the three calendar months immediately preceding the date on which Passport received a written notice from Customer detailing Passport's material nonperformance under this Agreement. For avoidance of doubt, the cap on Passport's liability set forth in the immediately preceding sentence will not limit Passport's obligation to settle funds due to Customer under this Agreement.

- D. No cause of action, regardless of form, shall be brought by either party more than one year after the cause of action arose, other than one for the nonpayment of fees and amounts due Passport under this Agreement. In the event that Customer has a claim against Member Bank in connection with the Services provided under this Agreement, Customer shall proceed against Passport (subject to the limitations and restrictions herein), and not against Member Bank, unless otherwise specifically required by the Operating Regulations.
- E. Passport and Customer recognize and agree that any limitations of liability set forth in this Agreement are fair and reasonable.

17. Regulatory Remedial Right. Passport may suspend or cease providing any Service in this Agreement if: (i) in Passport's reasonable opinion, such Service, or the business of Customer, violates or would violate the Operating Regulations, or any federal, state or local statute or ordinance, or any regulation, order or directive of any governmental agency or court; (ii) Customer is accused by any federal, state or local jurisdiction of a violation of any applicable statute or ordinance or any regulation, order or directive of any governmental agency or court, or if Passport reasonably believes, based upon the opinion of its legal counsel, that Customer may be in violation of any of the foregoing; and/or (iii) in Passport's reasonable opinion, Customer's activities may result in increased regulatory scrutiny or reputational harm. Passport may also suspend or cease providing any Service in this Agreement to Customer if directed to do so by Member Bank, Acquirer, or a Card Network.

18. Conversion; Deconversion. To the extent applicable, Customer shall take all necessary steps to, and shall, promptly convert to Passport's system for the Services in this Agreement not later than 90 days after the execution of this Agreement. Passport agrees that it shall not charge Customer for Passport's standard and customary internal testing and conversion preparation only, in connection with Customer's initial conversion to Passport's system at the commencement of this Agreement, and as determined by Passport in its sole reasonable discretion. The foregoing shall not be deemed to limit Customer's obligation to pay any third party fees and expenses incurred by Passport in connection with Customer's conversion, which shall remain the sole responsibility of Customer. Customer agrees to be responsible for all direct and indirect costs (including but not limited to those incurred by Passport, its affiliates and/or agents) in connection with and/or related to Customer's conversion from Passport at the termination of this Agreement and/or related to any conversion or programming effort affecting the Services after Customer's initial conversion to Passport.

19. Use of Confidential Information. Notwithstanding anything to the contrary herein, Passport may use, disclose, share and retain any information provided by Customer and/or relevant to the Services, during the term and thereafter: (a) with any affiliates, agents, or partners of Passport; (b) in response to subpoenas, warrants, court orders or other legal processes; (c) in response to lawful requests from law enforcement agencies or government entities; (d) to comply with applicable laws or regulations; (e) with Passport's affiliates, partners and agents, (f) to perform analytic services for Passport, Acquirer and/or others including but not limited to analyzing, tracking and comparing transaction and other data to develop and provide insights for such parties as well as for developing, marketing, maintaining and/or improving Passport's products and services; and/or (g) to offer or provide the Services hereunder.

20. Compliance with Law. Customer represents and warrants to Passport that it will comply with all applicable federal, state and local laws and regulations in connection with Customer's receipt of the Services and/or applicable to Customer's business operations. Passport will comply with federal, state and local laws and regulations applicable directly to Passport in its provision of the Services.

21. Security and Data Incidents. Passport will be responsible for the security, quality, accuracy, and adequacy of all transactions originated in its applications and information supplied hereunder, and will establish and maintain adequate audit controls to monitor the security, quality, maintenance, and delivery of such data. For any transactions originated at a point of sale outside a Passport or Passport affiliate application, Provide will assume full responsibility for the security, quality, accuracy, and adequacy of all transaction and information supplied hereunder, and will establish and maintain adequate audit controls to monitor the security, quality, maintenance, and delivery of such data. Without limiting the generality of the foregoing, Customer represents and warrants to Passport that it has implemented and will maintain secure systems for maintaining and processing information and for transmitting information to Passport. Passport shall have no liability whatsoever for the security or availability of any communications connection used in connection with the Services provided hereunder. Customer acknowledges that Passport is responsible only for the security of its own proprietary systems, and not for the systems of any third party, including without limitation any Customer Supplier of Customer. Customer shall notify Passport immediately if Customer becomes aware of or suspects a Data Incident. Customer agrees to fully cooperate, to the extent permitted by applicable law, with Passport

and any Card Network with respect to any investigation and/or additional requirements related to a suspected Data Incident.

22. Audits. At any reasonable time upon reasonable notice to Customer, Customer shall allow Passport to review the files held and the procedures followed by Customer at any or all of Customer's offices or places of business which are directly related to this Agreement. Customer will provide requested information to Passport necessary to complete its audit.

23. System Requirements and Upgrades. Customer agrees that the Services shall be provided in accordance with Passport's then current systems, standards and procedures and that Passport shall not be required to perform any special programming, to provide any special hardware or software or to implement any other system, program or procedure for Customer. Unless otherwise agreed in writing by Passport, all sales transaction, settlement and other data and information used in connection with the Services shall be provided to Passport in Passport's then current data formats and by means of Passport's then current telecommunications configurations and protocols. Passport may make changes in the Services based upon, but not limited to, technological developments, legislative or regulatory changes, or the introduction of new services by Passport. Customer shall comply with all time deadlines, equipment and software maintenance and upgrading requirements to the extent required by the Card Networks and/or Operating Regulations. Customer shall use best efforts to comply with all other time deadlines, equipment and software maintenance and upgrading requirements which Passport may reasonably impose on Customer from time to time.

24. Title to the Services. Customer agrees it is acquiring only a nontransferable, non-exclusive right to use the Services. Passport shall at all times retain exclusive title to the Services, including without limitation, any materials delivered to Customer hereunder and any invention, development, product, trade name, trademark, service mark, software program, or derivative thereof, developed in connection with providing the Services or during the term of this Agreement.

25. Maximum Amounts. Customer may set a maximum transaction amount to accept a Card that provides access to a credit account, under the following conditions: Customer is i) a department, agency or instrumentality of the U.S. government; ii) a corporation owned or controlled by the U.S. government; or iii) an entity whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 – Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between Mastercard, VISA, or any other Card Network.

26. Additional Agreement. In the event that more than \$1,000,000 in Visa transactions and/or \$1,000,000 in Mastercard transactions (or such other amount provided by the Operating Regulations) ("Benchmark Amount") is to be processed through and on behalf of Customer in any twelve (12) month period, Passport will present to Customer a "Merchant Services Agreement for Sub-Merchants" with Acquirer. Should Acquirer and Customer fail to enter into an agreement within sixty (60) days from presentation to Customer, Passport reserves the right to terminate this Agreement.

27. Definitions.

For the purposes of these PF Terms, the following terms shall have the meanings set forth below:

"Acquirer" means WorldPay, LLC, the merchant acquirer for the sales transactions contemplated by this Agreement.

"Account" means an open checking account at a financial institution acceptable to Passport which Passport can access through the ACH system.

"Account Change" means a change in the Account or the financial institution where the Account is located.

"ACH" shall mean the Federal Reserve's Automated Clearing House ("ACH") system.

"American Express" shall mean American Express Travel Related Services, Inc.

"Card Network" means VISA, Mastercard, Discover, American Express, or any Other Network, as the same are defined herein.

"Cards" shall mean Mastercard, VISA, Discover and Other Network cards, account numbers assigned to a cardholder, or other methods of payment accepted by Passport, for which pricing is set forth in the Agreement.

"Cardholder" shall mean any person authorized to use the Cards or the accounts established in connection with the Cards.

"Data Incident" shall mean any alleged or actual compromise, unauthorized access, disclosure, theft, or unauthorized use of Card or Cardholder information, regardless of cause, including without limitation, a breach of or intrusion into

any system, or failure, malfunction, inadequacy, or error affecting any server, wherever located, or hardware or software of any system, through which Card information resides, passes through, and/or could have been compromised.

"Discover" shall mean Discover Financial Services, LLC.

"Member Bank" shall mean a member of VISA, Mastercard and/or Other Networks, as applicable, that provides sponsorship services in connection with this Addendum.

"Mastercard" shall mean Mastercard International, Inc.

"Other Network" shall mean any card association other than VISA, Mastercard, or Discover or any electronic payment network that is identified in the Customer Price Schedule, which is provided by Passport to Customer from time to time, and in which Customer participates hereunder.

"PCI-DSS" shall mean the Payment Card Industry Data Security Standard.

"Customer Supplier" shall mean a third party other than Passport or Member Bank used by Customer in connection with the Services received hereunder, including but not limited to, Customer's software Customers, equipment Customers, and/or third party processors.

"Service" shall mean any and all services described in, and provided by Passport pursuant to, this Addendum.

"Service Delivery Process" means Passport's then standard methods of communication, service and support, including but not limited to communication via an online portal, email communication, statement notices, other written communications, etc.

"VISA" shall mean VISA USA, Inc.

28. American Express Program. Capitalized terms in this Section 33 are defined in the American Express Merchant Requirements.

- ☐ Customer hereby authorizes Passport to submit Transactions to, and receive settlement from, American Express on behalf of the Customer. If Customer is placed in the American Express Program, Customer shall be responsible for complying with the provisions set forth in Section 35 below and the American Express Merchant Operating Guide for all transactions initiated in the Passport application, which can be located at <http://www.americanexpress.com/merchantopguide>.
- ☐ Acquirer may disclose Transaction Data, Merchant Data, and other information about the Customer to American Express; and American Express may use such information to perform its responsibilities in connection with the Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including marketing purposes within the parameters of the Agreement. American Express may use the information from the Agreement at the time of setup to screen and/or monitor Customer in connection with Card marketing and administrative purposes.
- ☐ Customer may be converted from the American Express Program to a direct Card acceptance relationship with American Express if and when Merchant has either (i) greater than \$1,000,000 in Charge Volume in a rolling twelve (12) month prior or (ii) greater than \$1,000,000 in Charge Volume in any three (3) consecutive months (hereinafter "High CV Merchant"). Upon conversion, (i) the Customer will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by the Customer for Card acceptance.
- ☐ Customer shall not assign to any third party any payments due to it under the Agreements, and all indebtedness arising from Charges will be for bona fide sales of goods and services (or both) at its Establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign future Transaction receivables to Acquirer, its affiliated entities and/or any other cash advance funding source that partners with Acquirer or its affiliated entities, without consent of American Express.
- ☐ Third-party beneficiary rights may be conferred to American Express, but not obligations to the Merchant Processing Agreement, providing American Express the ability to enforce the terms of the Agreement against the Customer in association with the American Express Program only.

- Customer may elect to opt out of accepting American Express Cards at any time without directly or indirectly affecting its rights to accept other payment products by notifying Passport.
- Passport may terminate the Customer's to accept American Express Cards if it breaches any of the provisions in this Section.
- Acquirer has the right to immediately terminate Customer from the American Express Program for cause, fraudulent or other activity, or upon American Express' request.
- Customer may not bill or collect from any American Express cardholder for any purchase or payment on the Card unless Chargeback has been exercised, the Customer has fully paid for such Charge, and it otherwise has the right to do so.

29. American Express Program General Merchant Requirements

A. Card Acceptance. Customer (referred to herein as "Merchant") must accept the Card as payment for goods and services (other than those goods and services prohibited under Section 3.3, "Prohibited Uses of the Card" of the Merchant Requirements) sold, or (if applicable) for charitable contributions made, at all of its Establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's Establishments under the Agreement.

B. Treatment of the American Express Brand.

Except as expressly permitted by Applicable Law, Merchant must not:

1. indicate or imply that it prefers, directly or indirectly, any Other Payment Products over the Card,
2. try to dissuade Card Members from using the Card,
3. criticize or mischaracterize the Card or any of American Express' services or programs,
4. try to persuade or prompt Card Members to use any Other Payment Products or any other method of payment (e.g., payment by check),
5. impose any restrictions, conditions, disadvantages or fees when the Card is accepted that are not imposed equally on all Other Payment Products, except for electronic funds transfer, or cash and check,
6. suggest or require Card Members to waive their right to dispute any Transaction,
7. engage in activities that harm the American Express business or the American Express Brand (or both),
8. promote any Other Payment Products (except Merchant's own private label card that Merchant issues for use solely at Merchant's Establishments) more actively than Merchant promote the Card, or
9. convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

Merchant may offer discounts or in-kind incentives from Merchant's regular prices for payments in cash, ACH funds transfer, check, debit card or credit/charge card, provided that (to the extent required by Applicable Law): (i) Merchant clearly and conspicuously disclose the terms of the discount or in-kind incentive to Merchant's customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, Mastercard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth above in this Section B., "Treatment of the American Express Brand".

C. Treatment of the American Express Marks. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate Merchant's acceptance of the Card and display our Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use the American Express Marks in any way that injures or diminishes the goodwill associated with the Mark, nor (without prior written consent from Processor) indicate that American Express endorse Merchant's goods or services. Merchant shall only use the American Express Marks as permitted by the Agreement and shall cease using our Marks upon termination of the Agreement.

D. Treatment of American Express Card Member Information. Any and all Card Member Information is confidential and the sole property of the Issuer, American Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Card Member Information, nor use nor store it, other than to facilitate Transactions at Merchant's Establishments in accordance with the Agreement.

E. ARBITRATION AGREEMENT (as to Claims Involving American Express). In the event that Merchant or Passport (herein referred to as "Processor") is not able to resolve a Claim against American Express, or a claim against Processor or any other entity that American Express has a right to join, this section explains how Claims may be resolved through

arbitration. Merchant or American Express may elect to resolve any Claim by binding individual arbitration. Claims will be decided by a neutral arbitrator.

If arbitration is elected by any party, neither Merchant nor Processor nor American Express will have the right to litigate or have a jury trial on that Claim in court. Further, Merchant, Processor, and American Express will not have the right to participate in a class action or in a representative capacity or in a group of persons alleged to be similarly situated pertaining to any Claim subject to arbitration under this Agreement. Arbitration procedures are generally simpler than the rules in court. An arbitrator's decisions are final and binding, and the arbitrator's final decision on a Claim generally is enforceable as a court order with very limited review by a court. Other rights Merchant, Processor, or American Express would have in court may also not be available in arbitration.

- i. **Initiation of Arbitration.** Claims may be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration Agreement and the selected organization's rules in effect when the Claim is filed, except where those rules conflict with this Agreement. Contact JAMS or AAA to begin an arbitration or for other information. Claims may be referred to another arbitration organization if all parties agree in writing, if American Express selects the organization and Merchant selects the other within 30 days thereafter or if an arbitrator is appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (FAA). Any arbitration hearing will take place in the federal judicial district where Merchant's headquarters is located or New York, NY, at Merchant's election.
- ii. **Limitations on Arbitration.** If any party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. No Claim is to be arbitrated on a class or purported representative basis or on behalf of the general public or other persons allegedly similarly situated. The arbitrator's authority is limited to Claims between Merchant, Processor, and American Express. An arbitration award and any judgment confirming it will apply only to the specific case brought by Merchant, Processor or American Express and cannot be used in any other case except to enforce the award as between Merchant, Processor and American Express. This prohibition is intended to, and does, preclude Merchant from participating in any action by any trade association or other organization against American Express. Notwithstanding any other provision in this Agreement, if any portion of these Limitations on Arbitration is found invalid or unenforceable, then the entire Arbitration Agreement (other than this sentence) will not apply, except that Merchant, Processor, and American Express do not waive the right to appeal that decision.
- iii. **Previously Filed Claims/No Waiver.** Merchant, Processor, or American Express may elect to arbitrate any Claim that has been filed in court at any time before trial has begun or final judgment has been entered on the Claim. Merchant, Processor, or American Express may choose to delay enforcing or to not exercise rights under this Arbitration Agreement, including the right to elect to arbitrate a claim, without waiving the right to exercise or enforce those rights on any other occasion. For the avoidance of any confusion, and not to limit its scope, this section applies to any class-action lawsuit relating to the "Honor All Cards," "non-discrimination," or "no steering" provisions of the American Express Merchant Regulations, or any similar provisions of any prior American Express Card acceptance agreement that was filed against American Express prior to the Effective Date of the Agreement to the extent that such claims are not already subject to arbitration pursuant to a prior agreement between Merchant and American Express.
- iv. **Arbitrator's Authority.** The arbitrator will have the power and authority to award any relief that would have been available in court and that is authorized under this Agreement. The arbitrator has no power or authority to alter the Agreement or any of its separate provisions, including this arbitration agreement.
- v. **Split Proceedings for Equitable Relief.** Merchant, Processor, or American Express may seek equitable relief in aid of arbitration prior to arbitration on the merits if necessary to preserve the status quo pending completion of the arbitration. This section shall be enforced by any court of competent jurisdiction, and the party seeking enforcement is entitled to seek an award of reasonable attorneys' fees and costs to be paid by the party against whom enforcement is ordered.
- vi. **Small Claims.** American Express will not elect arbitration for any Claim Merchant properly files in a small claims court so long as the Claim seeks individual relief only and is pending only in that court.
- vii. **Governing Law/Arbitration Procedures/Entry of Judgment.** This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and is governed by the FAA. The arbitrator shall apply New York law and applicable statutes of limitations and honor claims of privilege recognized by law. The arbitrator shall apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not federal or any state rules of procedure or evidence, provided that any party may ask the arbitrator to expand discovery by making a written request, to which the other parties will have 15 days to respond before the arbitrator rules on the request. If Merchant's Claim is for \$10,000 or less, Merchant may choose whether the arbitration will be conducted solely based on documents

submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the rules of the selected arbitration organization. At the timely request of a party, the arbitrator will provide a written opinion explaining his/her award. The arbitrator's decision will be final and binding, except for any rights of appeal provided by the FAA. Judgment on an award rendered by the arbitrator may be entered in any state or federal court in the federal judicial district where Merchant's headquarters or Merchant's assets are located.

- viii. **Confidentiality.** The arbitration proceeding and all information submitted, relating to or presented in connection with or during the proceeding, shall be deemed confidential information not to be disclosed to any person not a party to the arbitration. All communications, whether written or oral, made in the course of or in connection with the Claim and its resolution, by or on behalf of any party or by the arbitrator or a mediator, including any arbitration award or judgment related thereto, are confidential and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding; provided, however, that evidence shall not be rendered inadmissible or non-discoverable solely as a result of its use in the arbitration.
- ix. **Costs of Arbitration Proceedings.** Merchant will be responsible for paying Merchant's share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees Merchant would have incurred if Merchant had brought a claim in court. American Express will be responsible for any additional arbitration fees. At Merchant's written request, American Express will consider in good faith making a temporary advance of Program Merchant's share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.
- x. **Additional Arbitration Awards.** If the arbitrator rules in Merchant's favor against American Express for an amount greater than any final settlement offer American Express made before arbitration, the arbitrator's award will include: (1) any money to which Merchant is entitled as determined by the arbitrator, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees incurred by Merchant.
- xi. **Definitions.** For purposes of this section xii. only, (i) American Express includes its Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing, (ii) Merchant includes Merchant's Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables and all agents, directors, and representatives of any of the foregoing, and (iii) Claim means any allegation of an entitlement to relief, whether damages, injunctive or any other form of relief, against American Express or against Processor or any other entity that American Express has the right to join, including, a transaction using an American Express product or network or regarding an American Express policy or procedure.

F. **Establishment Closing.** If a Merchant closes any of its Establishments, Merchant must follow these guidelines:

- ☐ Notify payment processing company immediately.
- ☐ Policies must be conveyed to the Card Member prior to completion of the Charge and printed on the copy of a receipt or Charge Record the Card Member signs. See Section 4.8, "Return and Cancellation Policies" of the Merchant Requirements for additional information.
- ☐ If not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Charge Record and on websites and catalogs).
- ☐ Return and cancellation policies must be clearly disclosed at the time of sale.
- ☐ For Advance Payment Charges or Delayed Delivery Charges, delivery of the goods or services which have already charged to the Card Member is required or Credit must be issued for any portion of the Charge for the goods or services not delivered.

1. **Premium Payment Gateway Services**

Passport will make available to Customer certain premium payment gateway services, subject to the terms and conditions applicable to PGMS and the following terms and conditions:

- a. **Payment Acceptance:** In addition to acceptance of all major card types (Visa, Mastercard, Discover, and American Express), Passport will accept ApplePay, Google Pay, and/or any other alternative payment methods that Passport may accept from time to time.
- b. **Acceptance of Ecosystem Payments:** If agreed in writing by Customer and Passport, Customer will have access to those partners and/or others for which Passport accepts payments from time to time. For clarity, Passport will serve as the merchant (commonly known as the "merchant of record") for any such transactions.

- c. **Access to Specialized Interchange Rates:** Subject to any applicable agreements Passport may have from time to time with either Visa or Mastercard, Passport may grant to Customer access to Passport's negotiated Small Ticket Interchange rates within the Parking Segment. Notwithstanding the foregoing, Customer may be required to register Customer's BIN through Customer's merchant acquirer to access such negotiated interchange rates. Passport does not assume any responsibility for such registration, but will provide reasonable assistance to Customer to implement such negotiated interchange rates.

2. **Pricing**

The Order Form includes all applicable fees. Notwithstanding the foregoing, Customer and Passport have agreed to such fees based upon certain estimates and information provided to Passport by Customer, including, without limitation, transaction volume, transaction rates, average dollar amount of transactions, and then-current card network fees and rates. If there are any material and/or non-trivial changes to transaction volume, transaction rates, average dollar amount of transactions, and/or card network fees and rates, Passport may adjust the applicable fees to maintain, as closely as reasonably possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees and/or rates in effect as of the Effective Date.

PROVIDER AGREEMENT ADDENDUM



Total Parking Solutions Inc.

**University City, MO
Parking Equipment Proposal
July 29, 2025**

Sourcewell Contract # 080321-PRK

Scope of Work:

Total Parking Solutions recommends the installation of a minimum of Seven(7) Flowbird CWT S4+ solar powered pay by plate terminals strategically placed throughout the City for parking payments. Pay stations will accept coin and credit/debit card payment. This application will provide for an efficient paid parking program that will be convenient to users and staff, improve parking enforcement practices, help to reduce traffic congestion, be aesthetically pleasing, and generate revenue which can be reinvested into public services.

Equipment

7 Flowbird CWT S4+ Terminals –Touch Screen

Cabinet stainless steel construction, color - black, solar powered, 80-amp battery, credit/chip with tap to pay reader, printer, vandal resistant Lexan protected fully programmable color touch screen display, 4G modem and antennae, instruction graphics, one year warranty on parts

Flowbird CWT S4+ coin/card	\$ 7,975.00 ea.	\$ 55,825.00
Chip card "tap to pay" readers	\$ 525.00 ea.	\$ 3,675.00
Installation/programming		<u>\$ 5,000.00</u>
Total		\$ 64,500.00
First year Backoffice & EMV	\$ 840.00 each	\$ 5,880.00
Total Equipment including Backoffice (year one)		<u>\$ 70,380.00</u>

Flowbird "WebOffice" Backoffice Central Management System

Includes and provides for:

- PCI compliant real time credit card payment processing
- alarms and warnings sent via SMS text or e-mail to owner and/or service technician
- access to maintenance, statistical and financial reporting (built-in report generator can export data as Excel or PDF files)
- Pay by phone, LPR or enforcement related integration flat fees
- Including EMV gateway

\$ 70.00 per month per unit

Years 2-5

\$ 5,880.00 each year annually

Extended Warranty - Parts

Extended Parts Warranty to include all parts (does not include vandalism or Acts of God) all parts will be shipped ASAP and old parts returned within 30 days.

Year one	Included
Year two(2) through year five (5)	\$ 480 per year per terminal
Per year (7 Terminals)	<u>\$ 3,360.00 annually</u>

Paper costs

8 - 32 rolls	\$45.00 per roll
40 - 64 rolls	\$43.00 per roll
72 - 128 rolls	\$40.00 per roll
136 + rolls	\$38.00 per roll

* Rolls come 8 rolls per box - shipping is not included

NOTES

<i>Delivery</i>	<i>12 weeks, F.O.B. University City, MO</i>
<i>Installation</i>	<i>Does not include any necessary concrete work (responsibility of the City). Installation is bolt down type therefore substrate must be of concrete.</i>
<i>Payment Terms</i>	<i>50% billable upon placement of order, balance due upon completion of installation</i>

Proposed by:

Victor Senffner

Total Parking Solutions, Inc.
Victor Senffner
General Manager

Accepted:

Signature

Date

This Provider Agreement Addendum (the "Addendum"), is an addendum to, and supplements, the Agreement. This Addendum sets forth the terms and conditions by which Provider shall participate in, and Passport shall facilitate Provider's participation in, the programs affiliated with Mastercard, VISA, Discover, American Express, and Other Networks, which enable holders of Cards to purchase goods and services from Provider through the use of such Cards. Capitalized terms not defined in this Addendum, including Exhibit A attached hereto, shall have the meaning assigned to them in the Agreement.

1. Operating Regulations. Provider agrees to comply, and to cause third parties acting as Provider's agent ("Agents") to comply, with the Card Network's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the PCI-DSS, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, the American Express Data Security Requirements (DSR), and any other program or requirement that may be published and/or mandated by the Card Networks or payment networks (collectively "Operating Regulations"). Provider also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Provider agrees that it will fully comply with any and all confidentiality and data security requirements of the USA PATRIOT Act (or similar Law) and anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, the Provider Suppliers of Provider.

2. Application: Change in Business. Provider represents that all information supplied by Provider in connection with its application or other request for services is complete and accurate. Provider authorizes Passport and its agents and representatives to conduct due diligence on Provider and its Agents, including without limitation, a credit check, background investigation, reference checks, OFAC searches, Know Your Customer compliance check and any additional investigation necessary to comply with applicable Laws and Operating Regulations. Provider agrees to cooperate with Passport and provide requested information to complete the due diligence inquiry. In accordance with Section 326 of the USA PATRIOT Act, Passport is required to review and record information from the documents used in identifying new merchant customers, including Provider's information. The preceding sentence is

intended to inform Provider of Passport's procedures and of Passport's responsibility under the USA PATRIOT Act.

3. Card Acceptance. Provider must accept all Cards and complete all Card transactions in accordance with the Operating Regulations. Provider has identified to Passport the products and/or services for which it intends to accept Cards as payment. For all payments processed through a Passport platform, Passport assumes responsibility to accept all Cards and complete all Card transactions in accordance with the Operating Regulations. Should the Provider use the Merchant Account provisioned under this Addendum to process card transactions using a vendor not provisioned by Passport, the Provider assumes responsibility to accept all Cards and complete all Card transactions in accordance with Operating Regulations. Provider also agrees that it shall only complete and deliver to Passport sales transactions produced as the direct result of bona fide sales made by Provider to Cardholders for such identified products and/or services, and that it is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Provider, or for any purposes related to any illegal or prohibited activity, including but not limited to pornography, money laundering, or the financing of terrorist activities.

4. Provider Prohibitions. Provider shall not i) require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, card expiration date, signature, or any other Card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that Provider impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Provider, v) disburse funds in the form of cash unless Provider is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Provider), or Provider is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back and subsequently returned to Provider, irrespective of cardholder approval, vii) accept a Visa consumer credit Card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a Card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check.

5. Transaction Processing. Upon receipt of Provider's sales data for Card transactions, Passport will process

Provider's sales data to facilitate the funds transfer between the various Card Networks and Provider. Passport will initiate payment to an account designated by Provider, on a periodic basis as agreed to by Provider and Passport, of the total face amount of each sales transaction acquired and accepted hereunder, less all applicable payment processing fees, Passport Product or Services fees, and applicable Card Network fees, dues, and assessments (including interchange fees), subject to the terms and conditions of this Addendum, the Operating Regulations, and applicable law, after Passport receives payment for such sales transactions. Passport may refuse to acquire any sales transaction or claim the amount of which, in whole or in part, it could charge back to the Provider pursuant to this Addendum, if it had acquired the sales transaction or claim. Provider acknowledges and agrees that Passport is not responsible for any action or inaction taken by the financial institution or other entity that issued the Card(s) to the Cardholders or the processor of such Card(s), provided that Passport was acting in compliance with Operating Regulations for the transactions Passport facilitated through its platforms. Provider agrees that Passport may set off any amounts due under this Addendum from amounts owed to Provider. In addition, Passport is hereby authorized by Provider, to charge, or to permit third parties to charge, amounts due under this Addendum by making an ACH debit to Provider's account.

6. Exception Items. Provider agrees to reacquire and pay Passport the amount of any sales transaction, and Passport shall have the right at any time to charge Provider's account therefore with notice via Passport's Service Delivery Process, for any return, chargeback, compliance case, any other Card Network action, or if the extension of credit for merchandise sold or services or sales transactions performed was in violation of law or the rules or regulations of any governmental agency, federal, state, local or otherwise; or if Passport has not received payment for any sales transaction, notwithstanding Passport's prior payment to Provider for such sales transaction. Provider may instruct Passport in the defense of chargebacks, compliance cases and similar actions, and Provider agrees that it will promptly provide any such instructions to Passport. When Passport has determined it has all necessary information and instructions, Provider hereby authorizes Passport to resolve chargebacks and respond to retrieval requests and other inquiries without further consulting Provider.

7. Provider Suppliers. Provider shall not use a Provider Supplier in connection with the Services or the processing of any Card transactions through the Merchant Account provisioned under this agreement, unless such Provider Supplier has been approved in advance by Passport.

8. Cardholder Information. Provider shall not disclose, sell, purchase, provide, or exchange Cardholder name, address, account number or other information to any

third party other than to Passport or a Card Network for the purpose of completing a sales transaction unless specifically permitted by the Operating Regulations. Provider represents and warrants that neither it nor its Provider Suppliers shall retain or store any Cardholder Sensitive Authentication Data or Cardholder Data (as such terms are defined under PCI-DSS) subsequent to the authorization of a sales transaction, nor any other data prohibited to be retained or stored by the Operating Regulations and/or this Agreement.

9. Intentionally Omitted.

10. Fees. Provider agrees to pay Passport the fees, expenses and all other amounts set forth in the Addendum or in the Provider Price Schedule, which is provided by Passport to Provider from time to time during the term. Passport may change or add fees and/or charges upon notice to Provider via Passport's Service Delivery Process, and such fees and/or charges shall be immediately payable by Provider when assessed by Passport. Should additional fees or charges be deemed commercially unreasonable, Provider has the option to terminate this Agreement within fifteen (15) days or notice of change in fees by providing written notice to Passport.

11. Card Network Assessments. Notwithstanding any other provision of this Agreement, Provider shall be responsible for all amounts imposed or assessed to Provider in connection with this Agreement by Passport, Member Bank and Card Networks. Such amounts include, but are not limited to, fees, fines, assessments, penalties, loss allocations, etc in connection with this Agreement. Amounts shall automatically become effective upon notice to Provider via Passport's Service Delivery Process and shall be immediately payable by Provider when assessed by Passport.

12. No Exclusivity. Passport reserves the right to enter into other agreements pertaining to the Services with others, including without limitation other merchants.

13. Default. The following events shall be considered an "Event of Default":

(i) Provider becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding, a receiver is appointed for Provider, or Provider makes an assignment for the benefit of creditors, or admits its inability to pay its debts as they become due; or

(ii) Provider fails to pay or reimburse the fees, expenses or charges referenced herein when they become due; or

(iii) Provider is in default of any terms or conditions of this Agreement whether by reason of its own action or inaction or that of another; or

(iv) Passport reasonably believes that there has been a material deterioration in Provider's financial condition; or

(v) A Card Network or the Acquirer has indicated its desire for Passport to terminate this Addendum with Provider, or is otherwise refusing to process Provider's sales transactions; or

(vi) Provider ceases to do business as a going concern, or there is a change in ownership of Provider which changes the identity of any person or entity having, directly or indirectly, more than 30% of either the legal or beneficial ownership of Provider; or

(vii) Provider transactions result in chargebacks in excess of 0.5% of total transactions processed within any consecutive three-month window for transactions initiated outside of a Passport application.

Upon the occurrence of an Event of Default, Passport may at any time thereafter terminate this Agreement by giving Provider written notice thereof. However, except in instances where immediate termination is required by any Card Network, or if Passport reasonably believes that the Event of Default poses material risk to it or involves a violation of applicable law, Provider will have 30 days following Passport's notice to cure an Event of Default under Section (ii), (iii), or (iv) prior to termination under this section. Termination of Provider for any reason shall not relieve Provider from any liability or obligation to Passport, and Provider shall immediately secure an independent processor to provide payment processing services at its sole cost and expense. In addition, Provider shall reimburse Passport for any damage, loss or expense incurred by Passport as a result of a breach by Provider, including any damages set forth in any addendum and/or schedule and/or exhibit hereto and including all past due, unpaid and/or future invoices for services rendered by Passport in connection with this Agreement. All such amounts shall be due and payable by Provider upon demand. Passport shall also have the option to require Provider to reacquire all outstanding sales transactions acquired by Passport hereunder. In addition to, and not in limitation of the foregoing, Passport may refuse to provide the Services in the event it has not been paid for the Services as provided herein.

14. Intentionally Omitted.

15. Taxes. Any applicable sales, use, excise or other taxes (other than Passport's income taxes) payable in connection with or attributable to the Services provided to the Provider per this Agreement shall be paid by Provider.

Passport may, but shall not have the obligation to, pay such taxes. In the event Passport pays such taxes, Provider shall immediately reimburse Passport or Passport may, at Passport's sole option, charge Provider's Account.

16. Payment. Provider shall always maintain an open Account. Provider irrevocably authorizes Passport to debit and/or credit the Account to settle any and all fees and other amounts due Passport under this Agreement, and such authority shall remain in effect for a period of one (1) calendar year following the date of termination of this Agreement, regardless of whether Provider has notified Passport of an Account Change as defined below. Provider shall have thirty (30) days from the date of the transaction to dispute any amount credited/debited by Passport. The Parties will work together in good faith to resolve such dispute. Provider shall always maintain the Account with sufficient cleared funds to meet its obligations under this Agreement. In the event Provider desires an Account Change, Provider shall give Passport 30 days prior written notice, and Passport shall use reasonable commercial efforts to effect such Account Change; however, such Account Change shall not be effective until the date on which Passport actually makes such Account Change on Passport's system. In no event shall Passport have any liability for any amounts directed to an Account that has been designated by any purported representative of Provider or its Provider Supplier at any time during the term of this Agreement, regardless of any Account Change. All amounts due Passport under this Agreement shall be paid without set-off or deduction, and shall be due from Provider as of the date Passport originates an ACH debit transaction record to Provider's Account. Any fees not collected from Provider by Passport when due shall bear interest at one (1) percentage point per month but in no event more than the highest rate permitted by law. The acceptance by Passport, Passport's affiliate or other financial institution of Provider's closing (or termination of) its Account shall not constitute a mutually agreed upon termination of this Agreement. Without limiting the generality of any other provision of this Agreement, Passport is hereby authorized by Provider to charge amounts due under this Agreement i) against each day's sales transactions ii) against any reserve; or iii) by making an ACH debit to Provider's Account.

17. Intentionally Omitted.

18. Indemnification.

A. Subject to the other limitations, terms and conditions of this Agreement, Passport shall indemnify, defend, and hold harmless Provider, and its directors, officers, employees, affiliates and agents from and against all third party proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, incurred by Provider,

its directors, officers, employees, affiliates and agents to the extent resulting from or arising out of Passport's gross negligence, or willful misconduct.

B. Except to the extent caused by Passport's gross negligence or willful misconduct, Provider shall indemnify, defend, and hold harmless Passport, and its directors, officers, employees, affiliates and agents from and against all proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, incurred by Passport, its directors, officers, employees, affiliates and agents resulting from or arising out of the Services in this Agreement, Provider's processing activities, the business of Provider or its customers, any sales transaction acquired by Passport, any noncompliance with the Operating Regulations (or any rules or regulations promulgated by or in conjunction with the Card Networks) by Provider or its agent (including any Provider Supplier), any Data Incident, any infiltration, hack, breach, or violation of the processing system of Provider, its Provider Supplier, or any other third party processor or system, or by reason of any breach or nonperformance of any provision of this Agreement on the part of the Provider, or its employees, agents, Provider Suppliers, or customers.

C. The indemnification of each party shall survive the termination of the Agreement. The indemnified party shall (i) provide prompt written notice of any claim to the indemnifying party; (ii) cooperate with all reasonable requests of the indemnifying party; and (iii) surrender exclusive control of the defense and settlement of any third party claim to the indemnifying party provided that the indemnifying party will obtain the indemnified party's written consent prior to agreeing to any settlement or agreement that requires the indemnified party to make any admission of fault or to pay any amounts in connection with such settlement or agreement that are not fully paid for by the indemnifying party. The indemnified party shall not unreasonably withhold or delay any consent required under this Section. The indemnified party may elect to participate in the action with an attorney of its own choice at its own expense.

19. Review of Settlement Activity and Reports: Notice of Failure by Passport. Provider agrees that it shall review all reports, notices, and invoices prepared by Passport or its agent and made available to Provider, including but not limited to reports, notices, and invoices provided via Passport's online reporting tool. Passport reserves the right to send some or all of the reports and/or invoices and/or notices of any pricing changes permitted under this Agreement via communication methods utilized as

components of its Service Delivery Process which method Passport may change from time to time with notice via Passport's Service Delivery Process. Provider expressly agrees that Provider's failure to notify Passport that Provider has not received any settlement funds within ten (10) business days from the date that settlement was due to occur, or fails to reject any report, notice, or invoice within thirty business days from the date the report or invoice is made available to Provider, shall constitute Provider's acceptance of the same. In the event Provider believes that Passport has failed in any way to provide the Services, Provider agrees to provide Passport with written notice, specifically detailing any alleged failure, within 30 days of the date on which the alleged failure first occurred.

20. Choice of Law; Jurisdiction; Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina without regard to conflicts of law provisions. The parties hereby consent and submit to service of process, personal jurisdiction, and venue in the state and federal courts in Mecklenburg County, North Carolina, and select such courts as the exclusive forum with respect to any action or proceeding arising out of or in any way relating to this Agreement, and/or pertaining in any way to the relationship between Provider and Passport.

21. Limit of Liability.

A. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, PASSPORT DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER HEREBY ACKNOWLEDGES THAT THERE ARE RISKS ASSOCIATED WITH THE ACCEPTANCE OF CARDS AND PROVIDER HEREBY ASSUMES ALL SUCH RISKS EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN.

B. Without limiting the foregoing, neither party shall be liable for lost profits, lost business or any incidental, special, consequential or punitive damages (whether or not arising out of circumstances known or foreseeable by the other party) suffered by such party, its customers, or any third party in connection with the Services provided hereunder. However, nothing in the foregoing sentence is in any way intended, and shall not be construed, to limit (i) Provider's obligation to pay any fees, assessments or penalties due under this Agreement, including but not limited to those imposed by telecommunications services providers or the Card Networks; or (ii) any damages due from Provider related to the failure by Provider to exclusively receive the Services from Passport to the extent required by the

Agreement, and/or (iii) Provider's obligation to indemnify Passport pursuant to section 19. In no event shall Passport be liable for any damages or losses (i) that are wholly or partially caused by the Provider, or its employees, agents, or Provider Suppliers that should have been reported to Passport pursuant to Section 20, (ii) that first occurred, whether or not discovered by Provider, more than 30 days prior to Passport's receipt of written notice from Provider or (iii) that were caused due to errors in data provided by Provider to Passport.

- C. Passport's liability related to or arising out of this Agreement shall in no event exceed an amount equal to the lesser of (i) actual monetary damages incurred by Provider or (ii) fees paid to and retained by Passport for the particular Services in question for the three calendar months immediately preceding the date on which Passport received a written notice from Provider detailing Passport's material nonperformance under this Agreement. For avoidance of doubt, the cap on Passport's liability set forth in the immediately preceding sentence will not limit Passport's obligation to settle funds due to Provider under this Agreement.
- D. No cause of action, regardless of form, shall be brought by either party more than one year after the cause of action arose, other than one for the nonpayment of fees and amounts due Passport under this Agreement. In the event that Provider has a claim against Member Bank in connection with the Services provided under this Agreement, Provider shall proceed against Passport (subject to the limitations and restrictions herein), and not against Member Bank, unless otherwise specifically required by the Operating Regulations.
- E. Passport and Provider recognize and agree that any limitations of liability set forth in this Agreement are fair and reasonable.

22. Regulatory Remedial Right. Passport may suspend or cease providing any Service in this Agreement if: (i) in Passport's reasonable opinion, such Service, or the business of Provider, violates or would violate the Operating Regulations, or any federal, state or local statute or ordinance, or any regulation, order or directive of any governmental agency or court; (ii) Provider is accused by any federal, state or local jurisdiction of a violation of any applicable statute or ordinance or any regulation, order or directive of any governmental agency or court, or if Passport reasonably believes, based upon the opinion of its legal counsel, that Provider may be in violation of any of the foregoing; and/or (iii) in Passport's reasonable opinion, Provider's activities may result in increased regulatory scrutiny or reputational harm. Passport may also suspend or cease providing any Service in this Agreement to Provider if

directed to do so by Member Bank, Acquirer, or a Card Network.

23. Conversion; Deconversion. To the extent applicable, Provider shall take all necessary steps to, and shall, promptly convert to Passport's system for the Services in this Agreement not later than 90 days after the execution of this Agreement. Passport agrees that it shall not charge Provider for Passport's standard and customary internal testing and conversion preparation only, in connection with Provider's initial conversion to Passport's system at the commencement of this Agreement, and as determined by Passport in its sole reasonable discretion. The foregoing shall not be deemed to limit Provider's obligation to pay any third party fees and expenses incurred by Passport in connection with Provider's conversion, which shall remain the sole responsibility of Provider. Provider agrees to be responsible for all direct and indirect costs (including but not limited to those incurred by Passport, its affiliates and/or agents) in connection with and/or related to Provider's conversion from Passport at the termination of this Agreement and/or related to any conversion or programming effort affecting the Services after Provider's initial conversion to Passport.

24. Use of Confidential Information. Notwithstanding anything to the contrary herein, Passport may use, disclose, share and retain any information provided by Provider and/or relevant to the Services, during the term and thereafter: (a) with any affiliates, agents, or partners of Passport; (b) in response to subpoenas, warrants, court orders or other legal processes; (c) in response to lawful requests from law enforcement agencies or government entities; (d) to comply with applicable laws or regulations; (e) with Passport's affiliates, partners and agents, (f) to perform analytic services for Passport, Acquirer and/or others including but not limited to analyzing, tracking and comparing transaction and other data to develop and provide insights for such parties as well as for developing, marketing, maintaining and/or improving Passport's products and services; and/or (g) to offer or provide the Services hereunder.

25. Compliance with Law. Provider represents and warrants to Passport that it will comply with all applicable federal, state and local laws and regulations in connection with Provider's receipt of the Services and/or applicable to Provider's business operations. Passport will comply with federal, state and local laws and regulations applicable directly to Passport in its provision of the Services.

26. Security and Data Incidents. Passport will be responsible for the security, quality, accuracy, and adequacy of all transactions originated in its applications and information supplied hereunder, and will establish and maintain adequate audit controls to monitor the security,

quality, maintenance, and delivery of such data. For any transactions originated at a point of sale outside a Passport or Passport affiliate application, Provider will assume full responsibility for the security, quality, accuracy, and adequacy of all transaction and information supplied hereunder, and will establish and maintain adequate audit controls to monitor the security, quality, maintenance, and delivery of such data. Without limiting the generality of the foregoing, Provider represents and warrants to Passport that it has implemented and will maintain secure systems for maintaining and processing information and for transmitting information to Passport. Passport shall have no liability whatsoever for the security or availability of any communications connection used in connection with the Services provided hereunder. Provider acknowledges that Passport is responsible only for the security of its own proprietary systems, and not for the systems of any third party, including without limitation any Provider Supplier of Provider. Provider shall notify Passport immediately if Provider becomes aware of or suspects a Data Incident. Provider agrees to fully cooperate, to the extent permitted by applicable law, with Passport and any Card Network with respect to any investigation and/or additional requirements related to a suspected Data Incident.

27. Audits. At any reasonable time upon reasonable notice to Provider, Provider shall allow Passport to review the files held and the procedures followed by Provider at any or all of Provider's offices or places of business which are directly related to this Agreement. Provider will provide requested information to Passport necessary to complete its audit.

28. System Requirements and Upgrades. Provider agrees that the Services shall be provided in accordance with Passport's then current systems, standards and procedures and that Passport shall not be required to perform any special programming, to provide any special hardware or software or to implement any other system, program or procedure for Provider. Unless otherwise agreed in writing by Passport, all sales transaction, settlement and other data and information used in connection with the Services shall be provided to Passport in Passport's then current data formats and by means of Passport's then current telecommunications configurations and protocols. Passport may make changes in the Services based upon, but not limited to, technological developments, legislative or regulatory changes, or the introduction of new services by Passport. Provider shall comply with all time deadlines, equipment and software maintenance and upgrading requirements to the extent required by the Card Networks and/or Operating Regulations. Provider shall use best efforts to comply with all other time deadlines, equipment and software maintenance and upgrading requirements which Passport may reasonably impose on Provider from time to time.

29. Title to the Services. Provider agrees it is acquiring only a nontransferable, non-exclusive right to use the Services. Passport shall at all times retain exclusive title to the Services, including without limitation, any materials delivered to Provider hereunder and any invention, development, product, trade name, trademark, service mark, software program, or derivative thereof, developed in connection with providing the Services or during the term of this Agreement.

30. Intentionally Omitted.

31. Maximum Amounts. Provider may set a maximum transaction amount to accept a Card that provides access to a credit account, under the following conditions: Provider is i) a department, agency or instrumentality of the U.S. government; ii) a corporation owned or controlled by the U.S. government; or iii) an entity whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between Mastercard, VISA, or any other Card Network.

32. Additional Agreement. In the event that more than \$1,000,000 in Visa transactions and/or \$1,000,000 in Mastercard transactions (or such other amount provided by the Operating Regulations) ("Benchmark Amount") is to be processed through and on behalf of Provider in any twelve (12) month period, Passport will present to Provider a "Merchant Services Agreement for Sub-Merchants" with Acquirer. Should Acquirer and Provider fail to enter into an agreement within sixty (60) days from presentation to Provider, Passport reserves the right to terminate this Agreement.

33. American Express Program. Capitalized terms in this Section 33 are defined in the American Express Merchant Requirements.

- Provider hereby authorizes Passport to submit Transactions to, and receive settlement from, American Express on behalf of the Provider. If Provider is placed in the American Express Program, Provider shall be responsible for complying with the provisions set forth in Exhibit B attached hereto and the American Express Merchant Operating Guide for all transactions initiated in the Passport application, which can be located at <http://www.americanexpress.com/merchantopguide>.
- Acquirer may disclose Transaction Data, Merchant Data, and other information about the Provider to American Express; and American Express may use such information to perform its responsibilities in connection with the Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including marketing

purposes within the parameters of the Agreement. American Express may use the information from the Agreement at the time of setup to screen and/or monitor Provider in connection with Card marketing and administrative purposes.

- Provider may be converted from the American Express Program to a direct Card acceptance relationship with American Express if and when Merchant has either (i) greater than \$1,000,000 in Charge Volume in a rolling twelve (12) month prior or (ii) greater than \$1,000,000 in Charge Volume in any three (3) consecutive months (hereinafter "High CV Merchant"). Upon conversion, (i) the Provider will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by the Provider for Card acceptance.
- Provider shall not assign to any third party any payments due to it under the Agreements, and all indebtedness arising from Charges will be for bona fide sales of goods and services (or both) at its Establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign future Transaction receivables to Acquirer, its affiliated entities and/or any other cash advance funding source that partners with Acquirer or its affiliated entities, without consent of American Express.

- Third-party beneficiary rights may be conferred to American Express, but not obligations to the Merchant Processing Agreement, providing American Express the ability to enforce the terms of the Agreement against the Provider in association with the American Express Program only.
- Provider may elect to opt out of accepting American Express Cards at any time without directly or indirectly affecting its rights to accept other payment products by notifying Passport.
- Passport may terminate the Provider's to accept American Express Cards if it breaches any of the provisions in this Section or Exhibit B.
- Acquirer has the right to immediately terminate Provider from the American Express Program for cause, fraudulent or other activity, or upon American Express' request.
- Provider may not bill or collect from any American Express cardholder for any purchase or payment on the Card unless Chargeback has been exercised, the Provider has fully paid for such Charge, and it otherwise has the right to do so.

Exhibit A

Definitions

For the purposes of the Agreement, the following terms shall have the meanings set forth below:

“Acquirer” means WorldPay, LLC, the merchant acquirer for the sales transactions contemplated by this Agreement.

“Account” means an open checking account at a financial institution acceptable to Passport which Passport can access through the ACH system.

“Account Change” means a change in the Account or the financial institution where the Account is located.

“ACH” shall mean the Federal Reserve's Automated Clearing House (“ACH”) system.

“American Express” shall mean American Express Travel Related Services, Inc.

“Card Network” means VISA, Mastercard, Discover, American Express, or any Other Network, as the same are defined herein.

“Cards” shall mean Mastercard, VISA, Discover and Other Network cards, account numbers assigned to a cardholder, or other methods of payment accepted by Passport, for which pricing is set forth in the Agreement.

“Cardholder” shall mean any person authorized to use the Cards or the accounts established in connection with the Cards.

“Data Incident” shall mean any alleged or actual compromise, unauthorized access, disclosure, theft, or unauthorized use of Card or Cardholder information, regardless of cause, including without limitation, a breach of or intrusion into any system, or failure, malfunction, inadequacy, or error affecting any server, wherever located, or hardware or software of any system, through which Card information resides, passes through, and/or could have been compromised.

“Discover” shall mean Discover Financial Services, LLC.

“Member Bank” shall mean a member of VISA, Mastercard and/or Other Networks, as applicable, that provides sponsorship services in connection with this Addendum.

“Mastercard” shall mean Mastercard International, Inc.

“Other Network” shall mean any card association other than VISA, Mastercard, or Discover or any electronic payment

network that is identified in the Provider Price Schedule, which is provided by Passport to Provider from time to time, and in which Provider participates hereunder.

“PCI-DSS” shall mean the Payment Card Industry Data Security Standard.

“Provider Supplier” shall mean a third party other than Passport or Member Bank used by Provider in connection with the Services received hereunder, including but not limited to, Provider's software providers, equipment providers, and/or third party processors.

“Service” shall mean any and all services described in, and provided by Passport pursuant to, this Addendum.

“Service Delivery Process” means Passport's then standard methods of communication, service and support, including but not limited to communication via an online portal, email communication, statement notices, other written communications, etc.

“VISA” shall mean VISA USA, Inc.

Exhibit B

American Express Program

General Merchant Requirements

A. Card Acceptance. Provider (referred to herein as "Merchant")

must accept the Card as payment for goods and services (other than those goods and services prohibited under Section 3.3, "Prohibited Uses of the Card" of the Merchant Requirements) sold, or (if applicable) for charitable contributions made, at all of its Establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's Establishments under the Agreement.

B. Treatment of the American Express Brand.

Except as expressly permitted by Applicable Law, Merchant must not:

1. indicate or imply that it prefers, directly or indirectly, any Other Payment Products over the Card,
2. try to dissuade Card Members from using the Card,
3. criticize or mischaracterize the Card or any of American Express' services or programs,
4. try to persuade or prompt Card Members to use any Other Payment Products or any other method of payment (e.g., payment by check),
5. impose any restrictions, conditions, disadvantages or fees when the Card is accepted that are not imposed equally on all Other Payment Products, except for electronic funds transfer, or cash and check,
6. suggest or require Card Members to waive their right to dispute any Transaction,
7. engage in activities that harm the American Express business or the American Express Brand (or both),
8. promote any Other Payment Products (except Merchant's own private label card that Merchant issues for use solely at Merchant's Establishments) more actively than Merchant promote the Card, or
9. convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

Merchant may offer discounts or in-kind incentives from Merchant's regular prices for payments in cash, ACH funds transfer, check, debit card or credit/charge card, provided that (to the extent required by Applicable Law): (i) Merchant clearly and conspicuously disclose the terms of the discount or in-kind incentive to Merchant's customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, Mastercard, Discover,

JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth above in this Section B., "Treatment of the American Express Brand".

C. Treatment of the American Express Marks.

Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate Merchant's acceptance of the Card and display our Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use the American Express Marks in any way that injures or diminishes the goodwill associated with the Mark, nor (without prior written consent from Processor) indicate that American Express endorse Merchant's goods or services. Merchant shall only use the American Express Marks as permitted by the Agreement and shall cease using our Marks upon termination of the Agreement.

D. Treatment of American Express Card Member

Information. Any and all Card Member Information is confidential and the sole property of the Issuer, American Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Card Member Information, nor use nor store it, other than to facilitate Transactions at Merchant's Establishments in accordance with the Agreement.

E. ARBITRATION AGREEMENT (as to Claims involving American Express).

In the event that Merchant or Passport (herein referred to as "Processor") is not able to resolve a Claim against American Express, or a claim against Processor or any other entity that American Express has a right to join, this section explains how Claims may be resolved through arbitration. Merchant or American Express may elect to resolve any Claim by binding individual arbitration. Claims will be decided by a neutral arbitrator.

If arbitration is elected by any party, neither Merchant nor Processor nor American Express will have the right to litigate or have a jury trial on that Claim in court. Further, Merchant, Processor, and American Express will not have the right to participate in a class action or in a representative capacity or in a group of persons alleged to be similarly situated pertaining to any Claim subject to arbitration under this Agreement. Arbitration procedures are generally simpler than the rules in court. An arbitrator's decisions are final and binding, and the arbitrator's final decision on a Claim generally is enforceable as a court order with very limited review by a court. Other rights Merchant, Processor, or American Express would have in court may also not be available in arbitration.

i. Initiation of Arbitration. Claims may be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration Agreement and the selected organization's rules in effect when the Claim is filed, except where those rules conflict with this Agreement. Contact JAMS or AAA to begin an arbitration or for other information. Claims may be referred to another arbitration organization if all parties agree in writing, if American Express selects the organization and Merchant selects the other within 30 days thereafter or if an arbitrator is appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (FAA). Any arbitration hearing will take place in the federal judicial district where Merchant's headquarters is located or New York, NY, at Merchant's election.

ii. Limitations on Arbitration. If any party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. No Claim is to be arbitrated on a class or purported representative basis or on behalf of the general public or other persons allegedly similarly situated. The arbitrator's authority is limited to Claims between Merchant, Processor, and American Express. An arbitration award and any judgment confirming it will apply only to the specific case brought by Merchant, Processor or American Express and cannot be used in any other case except to enforce the award as between Merchant, Processor and American Express. This prohibition is intended to, and does, preclude Merchant from participating in any action by any trade association or other organization against American Express. Notwithstanding any other provision in this Agreement, if any portion of these Limitations on Arbitration is found invalid or unenforceable, then the entire Arbitration Agreement (other than this sentence) will not apply, except that Merchant, Processor, and American Express do not waive the right to appeal that decision.

iii. Previously Filed Claims/No Waiver. Merchant, Processor, or American Express may elect to arbitrate any Claim that has been filed in court at any time before trial has begun or final judgment has been entered on the Claim. Merchant, Processor, or American Express may choose to delay enforcing or to not exercise rights under this Arbitration Agreement, including the right to elect to arbitrate a claim, without waiving the right to exercise or enforce those rights on any other occasion. For the avoidance of any confusion, and not to limit its scope, this section applies to any class-action lawsuit relating to the "Honor All Cards," "non-discrimination," or "no steering" provisions of the American Express Merchant Regulations, or any similar provisions of any prior American Express Card acceptance agreement that was filed against American Express prior to the Effective Date of the Agreement to the extent that such claims are not already subject to arbitration pursuant to a prior agreement between Merchant and American Express.

iv. Arbitrator's Authority. The arbitrator will have the power and authority to award any relief that would have been available in court and that is authorized under this Agreement. The arbitrator has no power or authority to alter the Agreement or any of its separate provisions, including this arbitration agreement.

v. Split Proceedings for Equitable Relief. Merchant, Processor, or American Express may seek equitable relief in aid of arbitration prior to arbitration on the merits if necessary to preserve the status quo pending completion of the arbitration. This section shall be enforced by any court of competent jurisdiction, and the party seeking enforcement is entitled to seek an award of reasonable attorneys' fees and costs to be paid by the party against whom enforcement is ordered.

vi. Small Claims. American Express will not elect arbitration for any Claim Merchant properly files in a small claims court so long as the Claim seeks individual relief only and is pending only in that court.

vii. Governing Law/Arbitration Procedures/Entry of Judgment. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and is governed by the FAA. The arbitrator shall apply New York law and applicable statutes of limitations and honor claims of privilege recognized by law. The arbitrator shall apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not federal or any state rules of procedure or evidence, provided that any party may ask the arbitrator to expand discovery by making a written request, to which the other parties will have 15 days to respond before the arbitrator rules on the request. If Merchant's Claim is for \$10,000 or less, Merchant may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the rules of the selected arbitration organization. At the timely request of a party, the arbitrator will provide a written opinion explaining his/her award. The arbitrator's decision will be final and binding, except for any rights of appeal provided by the FAA. Judgment on an award rendered by the arbitrator may be entered in any state or federal court in the federal judicial district where Merchant's headquarters or Merchant's assets are located.

viii. Confidentiality. The arbitration proceeding and all information submitted, relating to or presented in connection with or during the proceeding, shall be deemed confidential information not to be disclosed to any person not a party to the arbitration. All communications, whether written or oral, made in the course of or in connection with the Claim and its resolution, by or on behalf of any party or by the arbitrator or a mediator, including any arbitration award or judgment related thereto, are confidential and inadmissible for any

purpose, including impeachment or estoppel, in any other litigation or proceeding; provided, however, that evidence shall not be rendered inadmissible or non-discoverable solely as a result of its use in the arbitration.

ix. Costs of Arbitration Proceedings. Merchant will be responsible for paying Merchant's share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees Merchant would have incurred if Merchant had brought a claim in court. American Express will be responsible for any additional arbitration fees. At Merchant's written request, American Express will consider in good faith making a temporary advance of Program Merchant's share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

x. Additional Arbitration Awards. If the arbitrator rules in Merchant's favor against American Express for an amount greater than any final settlement offer American Express made before arbitration, the arbitrator's award will include: (1) any money to which Merchant is entitled as determined by the arbitrator, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees incurred by Merchant.

xi. Definitions. For purposes of this section xii. only, (i) American Express includes its Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing, (ii) Merchant includes Merchant's Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables and all agents, directors, and representatives of any of the foregoing, and (iii) Claim means any allegation of an entitlement to relief, whether damages, injunctive or any other form of relief, against American Express or against Processor or any other entity that American Express has the right to join, including, a transaction using an American Express product or network or regarding an American Express policy or procedure.

F. Establishment Closing. If a Merchant closes any of its Establishments, Merchant must follow these guidelines:

- Notify payment processing company immediately.
- Policies must be conveyed to the Card Member prior to completion of the Charge and printed on the copy of a receipt or Charge Record the Card Member signs. See Section 4.8, "Return and Cancellation Policies" of the Merchant Requirements for additional information.
- If not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Charge Record and on websites and catalogs).
- Return and cancellation policies must be clearly disclosed at the time of sale.

- For Advance Payment Charges or Delayed Delivery Charges, delivery of the goods or services which have already charged to the Card Member is required or Credit must be issued for any portion of the Charge for the goods or services not delivered.

Statement of Work



City of University City, MO

April 30, 2025

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Disclaimer

This Statement of Work contains proprietary and confidential information to Passport Labs, Inc. ("Passport") and shall not be disclosed or used for any purpose other than those described

herein. Any other disclosure or use of this document, in whole or in part, without permission from Passport is prohibited.

Project Overview

Passport will provide the City University City, MO ("Client") with its Passport Parking mobile parking payment application.

Passport will also provide the Client with Passport Payments to provide the Client with a fully integrated payment processing solution supporting all major card networks and various payment methods, as well as reconciled settlements into the Client's bank accounts. Passport Payments applies to the Passport Parking mobile parking payment application and the Client's Flowbird (Cale) parking pay stations.

Statement of Work

Configurations

Payment Gateway and Merchant Solutions

Passport will provide its Payment Gateway and Merchant Solution ("PGMS") for the Passport Parking mobile payment application, eliminating the need for an external provider.

Additionally, Passport will provide its Payment Merchant Solution ("PMS") for the Client's Flowbird (Cale) parking pay station, eliminating the need for an external provider.

Passport will be the merchant of record for the Passport Parking mobile parking payment transactions and the Flowbird (Cale) parking pay station transactions. All transactions will be processed via Passport's merchant processing services. Passport will enable the following card types to be used by all integrated applications.

- Visa
- Mastercard
- Discover
- American Express

The Client will pay all gateway and merchant processing fees outlined in the contract.

Passport Payments

Passport Payments is an extension of Passport's system and contains the following components:

Tokenization, Authorization, and Capture

The gateway's function is to tokenize the cardholder's information for secure processing and storage in Passport's system. The gateway routes all transactions for authorization to the card brands to ensure they can be used for payments. At the gateway cutoff time, all captured transactions are submitted for settlement by the merchant processor.

Settlement

Settlement is the process of moving funds from the end user's card-issuing bank account to the merchant's account. Settlement of transactions on the Passport Parking application and the Flowbird (Cale) parking pay station takes 2-3 business days to complete.

Passport provides net settlement, which means Passport will calculate the total credit and debit card proceeds less Passport merchant processing fees, refunds and any adjustments, such as chargebacks. When possible, Passport will net out transaction fees from the settlement as well so that the Client does not need to receive a separate invoice for those fees.

Remittance

Funds will be remitted to the Client, less the gateway, merchant processing, and transaction fees, monthly after the close of the preceding month.

The Client will provide Passport with remittance account information.

Reporting & Reconciliation

Passport's powerful back-office system merges source settlement data pulled in from the Passport payment platform with session activity from the mobility platform. The output is a robust set of Financial and Management reports that streamlines reconciliation, revenue recognition, and dispute management activities. Back-office reporting capabilities include:

- Settlement Period Summary
- Transaction Reporting by Settlement Schedule

- Dispute Reporting

Dispute Management

The cardholder or financial institution initiates disputes with a card network. They occur when a cardholder or financial institution disputes a purchase on their card or when proper acceptance and authorization are not obtained. Once the card network accepts the dispute, it becomes a chargeback.

The Client can access reporting on disputes as they are received from the card networks in the back-office system. The Client can view chargebacks and the status of them by using the Dispute Report. This report is downloadable and can also be scheduled for routine generation.

Management of chargebacks is the responsibility of the Client, including arbitration and evidence gathering.

Third-Party Responsibilities

The Client will configure the Flowbird (Cale) pay stations with Passport's merchant processing credentials. Passport will be available to support the Client during the implementation and testing process.

Passport Parking

Passport Parking Application Functionality

Passport will deliver its Passport Parking mobile parking applications to the Client to be included in the Passport Operating System. Passport Parking consists of native mobile applications built for Google Android and Apple iOS smartphones and is supported on the latest industry-recommended operating system versions.

Passport Parking includes the following functionality:

- Create a user account
 - Phone number, email address, name
- Create and pay for parking sessions
 - Quick Park
 - Quick Park tiles appear on users' home screens after they've parked in the same zone with the same vehicle and for the same duration more than once.

- The user can click the 'Park here again' button on the tiles, which takes them directly to the confirmation screen to initiate their parking session.
- Extend parking remotely to the allowable zone maximum parking duration
- Receive session expiration notifications
 - Parking session reminder application notifications are sent when the time remaining on the session drops below 10 minutes
- Complete payment via major card networks' credit and debit cards, as well as Apple Pay and Google Pay.
- Add and delete vehicles (as defined by the vehicle's license plate number)
 - Multiple vehicles (as defined by the vehicle's license plate number) can be tied to one account
- View parking history and email receipts
- Mobile-optimized website (mobile pay web or "MPW") to facilitate parking sessions via a mobile browser or desktop

Passport Portal - Back-Office

Passport will deliver its back-office administration and data insights portal, allowing the Client to make financial and operational decisions, pull reports, and look up customer accounts and transactions.

Back-office portal capabilities include:

- Secured Access with user-specific login credentials and custom privileges per user
 - There is no cap on the number of users that can be configured
- Streamlined user interface
- Real-time analytics of existing sessions
- Restriction and notification management for zones
- Support tools for looking up parker accounts and transactions
- Robust Reporting

Passport Signage and Decals

Passport recommends the following for metered areas:

Signage

- 1 sign per 10 spaces for parking lot/garage environments
- 1 sign per 5 spaces for on-street parking environments

Decals

- 1 decal per single space meter
- 3 decals for each multispace meter
 - 1 decal on each side of the meter
 - 1 decal on the payment side of the meter.

Passport recommends the following for non-metered, mobile payment-only areas:

- 1 sign per 5 spaces for parking lot/garage environments
- 1 sign per 3 spaces for on-street parking environments

Passport will provide the recommended minimum amount of signage and decals above at no charge at launch; additional or replacement signs or decals will be at the Client's cost. The Client is solely responsible for installation. Signage and decal installation must be completed by the Client by the date of the launch announcement. No credit will be issued for unused signs or decals.

The Client understands that sufficient and adequate signage and decals are a core assumption in the performance of the service. Should the quality or coverage of such signage and decals degrade, the Client is responsible for notifying Passport so that this can be resolved; any additional or replacement signs or decals will be at the Client's cost.

Signage materials are as follows:

It takes one to two weeks to design signs and decals and up to three to four weeks for the signs and decals to be printed and shipped, assuming timely review and approval by the Client.

The Client may purchase additional signs and decals from Passport.

Where signage or decals are provided to the Client at a discount to its actual production and ongoing maintenance cost, any customization the Client requests will be charged at \$175/hour. Such customizations are subject to approval by an authorized Passport representative.

System Training

Once most of the project milestones have been completed and the target launch date is confirmed, Passport will work with the Client to set up the remote web-based training plan. Passport will assist the Client with determining who should be involved in the training sessions and when they should occur from a scheduling perspective around the target go-live date.

Passport will host a one-hour training session with any Client employees who will interact with the new Passport system. Passport recommends that all parking staff and enforcement managers attend the training. Passport will work with the Client if additional training sessions are required.

All training is conducted using a “Train the Trainer” method, equipping each presenter with the tools and knowledge to train their teams now and in the future.

Custom Integrations or Configurations

Passport Citation Management Product

Passport will provide its integration with the Client's Passport Citation Management product, Ops Man Monitoring, to monitor paid or unpaid sessions from both the pay station and the Passport mobile payment application. Passport will push all paid parking sessions to Passport's Ops Man Monitoring Citation Management product and as part of this, Passport will ensure that the Citation Management product is set to enforce time based and paid parking sessions. The Client will be securing five (5) of their own android devices to use Ops Man Monitoring.

Flowbird (Cale) License Plate-Based Pay Station Integration

Passport will provide its API-based integration with the Client's Flowbird (Cale) parking pay stations to monitor pay station sessions through the OpsMan Mobile issuance application. Flowbird (Cale) will push their paid parking pay station sessions to Passport via Passport's Session Ingestion API.

Passport will provide the Client with the following credential to set up the integration:

- API Key

Flowbird (Cale) will provide Passport with the following credential to set up the integration:



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- Terminal ID

Assumptions & Notes

Passport will rely upon the concerted engagement, direction, authorization, approvals, or other information provided by the Client's primary stakeholders and technical teams while performing these services.

The Client's project manager will contribute to and review weekly status reports and report any project issues to Passport.

Additional Client responsibilities include:

- Providing operational information promptly
- Providing a list of stakeholders for implementation
- Making a good-faith effort to facilitate the continued progress of the implementation
- Performing user acceptance testing to confirm the accuracy of configured attributes of the system
- Providing written approval on each aspect of the system

Deliverables or activities not specifically identified as in scope throughout this document are out of scope unless accompanied by an approved change request form.

Project Change Request

Project changes may be required to manage unanticipated or new information that may arise during the system's implementation and delivery and impact an existing (or create a new) deliverable, restriction, milestone, or dependency. The project change request process ensures that all parties can track and approve changes appropriately throughout the project.

Process

1. A Passport representative will complete a change request form describing the change to be evaluated
2. Passport will perform an impact assessment (cost, schedule, risk, etc.) and provide a recommendation for achieving the Client's objectives based on the change
3. The Client will decide whether or not to proceed with Passport's recommendation or will suggest an alternative approach

4. If the change request form is approved by the Client and fully executed, it will be incorporated into this statement of work.

Timeline Effects

Upon approval by all parties, the impact assessment associated with such a change request shall augment any prior commitments or estimates of the timeline and pricing in the agreement, which shall no longer apply.

Passport will use commercially reasonable efforts to maintain the timeline and cost associated with the agreement, augmented by any and all change request forms approved by all parties.

Acceptance

Please indicate your acceptance of this Statement of Work by signing below. Both Parties must approve any changes to this Statement of Work in writing. These changes may result in additional costs.

Client

Authorized Name: _____
Title: _____
Signature: _____
Date: _____

Passport Labs, Inc.

Authorized Name: _____
Title: _____
Signature: _____
Date: _____



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Office of Communications
6801 Delmar Boulevard, University City, Missouri 63130

TO: City Manager, Gregory Rose

FROM: University City Communications Dept.

DATE: July 29th, 2025

SUBJECT: Updated Parking Meter Implementation Plan

Following a thorough review and procurement process, University City is prepared to move forward with the implementation of the Flowbird and Passport parking systems. The initiative aims to modernize the City's parking infrastructure, improve customer experience, and increase operational efficiency.

Flowbird Pay Stations and Passport Mobile Integration

Total Parking Solutions (TPS) has confirmed that Flowbird's CWT S4+ pay-by-plate terminals are fully integrated with the Passport mobile parking payment platform. This dual-system enables users to pay through their smartphones using the Passport app or at physical pay stations using coins or cards. This hybrid approach is modeled after successful deployments in cities like St. Louis.

Implementation Plan & Equipment

TPS recommends the installation of seven (7) Flowbird CWT S4+ solar-powered, touchscreen-enabled pay stations across strategic locations in University City. These terminals are designed for durability, usability, and security, featuring vandal-resistant materials and tap-to-pay functionality. Key cost elements include:

- 7 Flowbird CWT S4+ Terminals: \$79,750
- Tap-to-pay Readers: \$3,675
- Installation/Programming: \$5,000
- First-Year Backoffice & EMV Services: \$5,880
- **Year-One Total: \$70,380.00**

Annual recurring costs for years 2–5 are:

- Flowbird Backoffice Services: \$5,880/year
- Extended Warranty: \$3,360/year

Additional costs include paper rolls (\$38–\$45/roll) and any necessary concrete work (to be completed by the City). Equipment delivery is expected within 12 weeks of order placement. Fifty percent (50%) payment is due upon order, with the balance due after installation.

Passport Mobile Payment Platform

Passport Labs, Inc. will provide a mobile parking solution with iOS/Android apps, a mobile-optimized site, and real-time reporting. Key terms from the order agreement include:

- **Annual Licensing Fee: \$5,000**
- Per Transaction Convenience Fee (paid by parker): \$0.37
- Gateway Fee: \$0.05/transaction
- Merchant Processing Fee: 2.9% + \$0.25/transaction

The agreement begins May 30, 2025, and runs for an initial term of 36 months, renewing annually unless otherwise noted.

Security Enhancements

To mitigate QR code fraud risks, the City will replace QR codes with a secure text-to-pay option. Each parking zone will feature signage directing users to text a zone code to receive a secure payment link.

Enforcement Capabilities

Flowbird supports robust enforcement features including real-time license plate recognition (LPR), handheld officer devices, automated violation alerts, and integration with online citation systems. These features will improve compliance and citation efficiency.

Conclusion

The integrated Flowbird/Passport system presents a scalable and secure solution to enhance University City's parking operations. TPS and Passport have offered to present their plan to City Council during an upcoming Study Session if needed. Approval and support from leadership are essential to move forward.



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER: <i>For City Clerk Use</i>	CM20250908-04

SUBJECT/TITLE:

Letter Agreement to Provide Project Management Services for FEMA FMA Flood Buyout Program.

PREPARED BY:

John L. Wagner

DEPARTMENT / WARD

Ward 2

AGENDA SECTION:

City Manager's Report

CAN ITEM BE RESCHEDULED?

No

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends approval and requests authorization to execute the agreement.

FISCAL IMPACT:

None - This grant is 100% federally funded.

AMOUNT:

N/A

ACCOUNT No.:

N/A

FROM FUND:

N/A

TO FUND:

N/A

EXPLANATION:

STAFF COMMENTS AND BACKGROUND INFORMATION:

This letter agreement provides project management services the City's FEMA FMA Flood Buyout Program Project that includes three (3) of the four (4) buildings in the Hafner Court Apartment complex. This grant, and thus the project management costs are 100% federally funded.

CIP No.

RELATED ITEMS / ATTACHMENTS:

Attachment: Letter Agreement

LIST CITY COUNCIL GOALS (S):

Improved Infrastructure

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

September 8, 2025



THE POWER HOUSE AT UNION STATION • 401 S. 18th ST., STE. 400 • SAINT LOUIS, MISSOURI 63103-2296
314-531-4321 • FAX 844-339-2910 • www.HornerShifrin.com

September 3, 2025

Mr. John Wagner
Director of Planning and Development
City of University City
6801 Delmar Boulevard
University City, MO 63130

RE: **Letter Agreement to Provide Project Management Services
FEMA FMA Flood Buyout Program Project**

Dear Mr. Wagner:

Horner & Shifrin, Inc. (Engineer) is pleased to submit this letter agreement to the City of University City (Client) to provide project management services the City's **FEMA FMA Flood Buyout Program Project**. We understand the **Scope** of the project includes the following components:

General

- Coordination with FEMA/SEMA on project rules and reporting procedures, verification of required forms and deadlines.
- Weekly progress meetings (virtual) with City Staff.
- Prepare monthly progress reports for SEMA/FEMA
- Prepare and submit Request For Funds (RFF) forms.

Acquisition Phase

- Contract and organize title work.
- Prepare duplication of benefit forms.
- Contract and organize property appraisals.
- Coordinate displaced tenant activities.
- Prepare purchase offer letters.
- Organize property closings.
- Prepare and submit reports to SEMA/FEMA (i.e., progress reports, request for funds, budget allocations, appraisals, voluntary buyout forms, etc.).

Demolition Phase

- Asbestos abatement coordination (solicit asbestos abatement services to include testing and remediation and air monitoring).
- Utility coordination
- Prepare plans and specs for demolition.
- Solicit demolition contractor.
- Prepare plans and specs for site grading.
- Prepare SWPPP.



Project Closeout

- Prepare deed restrictions on acquired property.
- Prepare and submit final closeout reports to SEMA/FEMA.

Scope of work is also provided in Attachment A

ASSUMPTIONS

It is assumed that the City of University City will provide the following:

1. Site photographs (if needed).
2. All public property data.
3. Ownership and tenant data.
4. Copies of FEMA funding applications.

SCHEDULE

Once the grant is awarded, we estimate approximately twelve to fifteen months to complete the entire project from acquisition to demolition to site restoration to project closeout.

CLIENTS' RESPONSIBILITIES

The Client agrees that it is their responsibility to:

1. Review documents submitted by Engineer to Client for review, and to make decisions which affect Engineer's work in a timely manner to avoid schedule delays.
2. Provide full information regarding requirements for the project.
3. Designate a representative authorized to act on the Client's behalf with respect to the project.

FEES

Our compensation for the above Scope of Services is based on a Standard Hourly Rates Method of Payment where the City of University City would pay Horner & Shifrin as follows:

An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses.

The total compensation for such services is estimated to be \$74,160 based on the following estimated distribution of compensation:

a. Total Estimated Labor (H&S)	\$73,897
b. Reimbursable Expenses	\$263



Engineer's fee is based on known or assumed conditions at the time of authorization. Clients will be contacted for additional approval if unforeseen circumstances are encountered requiring additional work. Clients will be responsible for fees up to the time of work stoppage.

ATTACHMENTS

1. **Attachment A – Scope of Services**
2. **Horner & Shifrin Terms & Conditions:** This document is incorporated by reference and included as part of this Letter Agreement.

We have structured this contract in the form of a Letter Agreement, such that if it is acceptable, you can retain our services for this project by executing this document and signing it in the appropriate space. Please return one signed copy to our office. We greatly appreciate the opportunity to provide this letter agreement and look forward to working with you toward the successful completion of the project.

Respectfully Submitted,

Steve Randolph, P.E., CPESC, CFM
Associate Vice President, Regional Mgr. - Water

ACCEPTED FOR CITY OF UNIVERSITY CITY:

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT A
SCOPE OF ENGINEER'S BASIC SERVICES

September 3, 2025

The scope of work for this project will include:

General

- Coordination with FEMA/SEMA on project rules and reporting procedures, verification of required forms and deadlines.
- Weekly progress meetings (virtual) with City Staff.
- Prepare monthly progress reports for SEMA/FEMA
- Prepare and submit Request For Funds (RFF) forms.

Acquisition Phase

- Contract and organize title work.
- Prepare duplication of benefit forms.
- Contract and organize property appraisals.
- Coordinate displaced tenant activities.
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Demolition Phase

- Asbestos abatement coordination (solicit asbestos abatement services to include testing and remediation and air monitoring).
- Utility coordination
- Prepare plans and specs for demolition.
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Project Closeout

- Prepare deed restrictions on acquired property.
- Prepare and submit final closeout reports to SEMA/FEMA.



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314-531-4321 • FAX 844-339-2910 • www.HornierShifrin.com

HORNER & SHIFRIN, INC. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. SCOPE OF SERVICES

- A. Horner & Shifrin, Inc. ("Engineer") will perform the services set forth in the Agreement, of which these terms and conditions are hereby made a part.

2. PAYMENTS TO ENGINEER

- A. Compensation will be as stated in the attached Agreement. Statements (invoices) are payable upon receipt. A late payment charge will be added to all amounts not paid within 30 days of statement date; calculated at 1.5 percent per month from statement date. Any costs incurred by Engineer in collecting and delinquent amount, including reasonable attorney's fees, shall be reimbursed by Client. If a portion of Engineer's statement is disputed, the undisputed portion shall be paid by Client by the due date. Client shall advise Engineer in writing of the basis for any disputed portion of any statement.
- B. Taxes as may be imposed by Federal, state and local authorities (other than Federal and state income tax, and City of St. Louis Earnings Tax) shall be in addition to the payments due Engineer that are stated in the Agreement.

3. INSURANCE

- A. During the course of performance of its services, Engineer will maintain Worker's Compensation insurance with limits as required by statute, Professional Liability insurance with \$3,000,000 per claim and annual aggregate limit of \$3,000,000, and Commercial General Liability of \$1,000,000 each occurrence and \$2,000,000 general aggregate. Automobile Liability insurance with a combined single limits of \$1,000,000 per occurrence.
- B. If the Project involves on-site construction-phase services by the Engineer, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming the Client as a Named Insured and the Engineer as an additional insured or to endorse Client and Engineer as additional insured's on construction contractor's liability insurance policies covering claims for personal injuries and property damage. Construction contractors shall be required to provide certificates evidencing such insurance.

4. INDEMNIFICATION

- A. Client agrees to indemnify and hold harmless Engineer, Owner, and their officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Client, its Subconsultants, or their officers, directors, members, partners, agents, or employees
- B. Engineer shall indemnify and hold harmless Client and its officers, directors, members, partners, agents, employees, and Subconsultants as required by Laws and Regulations from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to



damage to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer, its Subconsultants, or their officers, directors, members, partners, agents, or employees

- C. If this project involves construction, and Engineer does not provide engineering services during construction (including, but not limited to, on-site monitoring, site visits, shop drawing review and design clarifications), Client agrees to indemnify and hold harmless Engineer from any liability arising from construction of this Project or Contractor legal actions against Client.

5. PROFESSIONAL RESPONSIBILITY

- A. Engineer will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional engineering practices. No warranty, expressed or implied, is included in this Agreement or in any drawing, specification or opinion produced pursuant to this Agreement.
- B. In no event will Engineer be liable for any special, indirect or consequential damages; including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, or governmental fines or penalties.
- C. The Engineer's aggregate liability for all damages connected with its services for the Project, not excluded by the preceding subparagraph, will not exceed the compensation paid for services.
- D. The obligations and remedies stated in this Paragraph 5. Professional Responsibility, are the sole and exclusive obligations of Engineer and remedies of Client, whether liability of the Engineer is based on contract, warranty, strict liability, tort (including negligence), indemnity or otherwise.

6. ACCESS

- A. Client will provide access (right of entry) for Engineer's staff, its agents, sub-consultants, and others, as appropriate for this Project; and Client will be responsible for the time, place, and manner of entry upon all property where Engineer is to provide services under this Agreement. Client agrees to hold Engineer harmless from any and all liability or claims arising from such entry onto property by Engineer. Engineer will take reasonable precautions to minimize property damage; however, it is understood that some minor damage may occur; for which Engineer shall not be held responsible.

7. HIDDEN CONDITIONS & HAZARDOUS MATERIALS

- A. A condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the Engineer has reason to believe that such a condition may exist, the Engineer shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the Engineer has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the Engineer shall not be responsible for the existing condition nor any resulting damages to persons or property. Engineer shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

8. ENVIRONMENTAL CONDITIONS

- A. Nothing in this Agreement shall impose any responsibility or liability on Engineer for expenses, claims, or damages arising from, or in any manner related to, the presence of constituents of environmental concern (such as, but not limited to, lead, asbestos, PCB's, RCRA-regulated



substances, petroleum products, radioactive materials, or toxic substances).

9. ESTIMATES AND PROJECTIONS

- A. Engineer's estimates and projections of construction costs and/or schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on Engineer's experience, qualifications and judgment. Since Engineer has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, and other factors, Engineer cannot and does not guarantee the accuracy of any of Engineer's estimates and projections related to this Project.

10. ON-SITE SERVICES

- A. On-site visits by Engineer during construction or equipment installation for Project, or the furnishing of on-site Project representatives, shall not make Engineer responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any failure by construction contractor(s) to perform their work in accordance with the Contract Documents. To the extent required by a Proposal, Engineer will visit the site at intervals appropriate to the stage and progress of construction to observe and become generally familiar with the progress and quality of the portion of the Work completed, and to determine, generally, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Engineer is not providing inspections or exhaustive or continuous on-site observations or investigations to check the quality or quantity of the Work.

11. CHANGES

- A. Client shall have the right to make changes within the general scope of Engineer's services, with an appropriate change in compensation, upon execution of a mutually acceptable contract amendment signed by an authorized representative of the Client and an Officer of the Engineer.

12. TERMINATION OR SUSPENSION

- A. Services may be terminated by the Client or Engineer by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay Engineer all amounts due Engineer for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by Engineer in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid lump sum or not-to-exceed fee.
- B. The provisions of this Contract have been agreed upon with the expectation of any orderly progression of the project to completion. In the event of project suspension by the Client for a period in excess of three (3) months, Engineer may (at Engineer's sole discretion) perform activities necessary to complete critical calculations, organize project files, or otherwise prepare for an orderly cessation of work; and Engineer shall be entitled to invoice Client for reasonable labor and reimbursable expenses incurred in performing such activities.

13. DISPUTE RESOLUTION

- A. In an effort to resolve any conflicts that arise during the design or construction, or following completion of the Project, Client and Engineer agree that all disputes between them arising out of, or relating to, this Contract shall be submitted to non-binding mediation (unless the parties mutually agree otherwise), thereby providing for mediation as the primary method for dispute resolution between Client and Engineer.



14. PRINTED OR ELECTRONIC MEDIA

- A. Client shall not make, or permit to be made, any modifications to any documents, including drawings and specifications, furnished by Engineer pursuant to this Contract, without the prior written authorization of Engineer. Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses (including attorney fees) arising from any modification of such documents.
- B. Electronic files transmitted by Engineer are submitted for an acceptance period of fourteen (14) calendar days. Any defects which Client discovers during this period will be reported to Engineer, and subsequently corrected by Engineer. Any corrections of defects reported after the acceptance period will be at Client's cost.
- C. Only data or work products delivered by Engineer as instruments of service with respect to this Contract in the form of hard copies may be relied upon by Client. Any electronic files furnished in respect to Engineer's services are supplied for the convenience of the Client or others. Any conclusions or information derived from such electronic files shall be at Client's sole risk, because such files can be modified by others or inadvertently corrupted.

15. OWNERSHIP AND USE OF DOCUMENTS

- A. All documents, including drawings and specifications, furnished by Engineer pursuant to this Contract are instruments of service; and shall remain the property of Engineer. Such documents are not intended, or represented, to be suitable for reuse by Client or others, on extensions of this Project or any other work. Any reuse without the written permission of, or adaptation by, Engineer shall be at Client's sole risk and without liability to Engineer; and Engineer shall be entitled to further compensation, at rates to be mutually agreed between Client and Engineer. The Client shall indemnify and hold harmless Engineer from all claims, damages, and expenses (including attorney fees) arising out of any unauthorized reuse.

16. RIGHTS AND BENEFITS

- A. Engineer's services under this Contract will be performed solely for the benefit of the Client, and not for use of other parties.

17. ENTIRE CONTRACT

- A. These Terms and Conditions and the related Agreement constitute the entire Contract between the Engineer and Client relative to the Engineer's services for this Project. All previous or contemporaneous agreements, representations, promises, or conditions pertaining to the Engineer's services for this project are hereby superseded.
- B. Since terms contained in purchase orders do not generally apply to professional services, in the event the Client issues to Engineer a purchase order, no preprinted terms thereon shall become part of this Contract. Said purchase order document, whether or not signed by Engineer, shall be considered solely as a document for Client's internal management purposes.
- C. This Contract may be amended, in writing, by mutual agreement between the Engineer and Client.

END OF DOCUMENT



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

NUMBER: <i>For City Clerk Use</i>	CM20250908-05

SUBJECT/TITLE: Letter Agreement to Provide Project Management Services for FEMA HMGP Flood Buyout Program.			
PREPARED BY: John L. Wagner		DEPARTMENT / WARD Ward 2	
AGENDA SECTION: City Manager's Report		CAN ITEM BE RESCHEDULED? No	
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval and requests authorization to execute the agreement.			
FISCAL IMPACT: Use of OMCI Funding and American Rescue Plan Act (ARPA) funds to fund the local match project cost of \$1,020,710.02. Twenty-five percent (25%) of the agreement amount, no more than \$27,500 is included in this figure.			
AMOUNT:	N/A	ACCOUNT No.:	N/A
FROM FUND:	N/A	TO FUND:	N/A
EXPLANATION:			
STAFF COMMENTS AND BACKGROUND INFORMATION: This letter agreement provides project management services the City's FEMA HMGP Flood Buyout Program Project that includes twelve (12) single-family homes on Wilson Avenue and one (1) of the buildings in the Hafner Court Apartment complex. This grant, and thus the project management costs are 75% federally funded and 25% locally funded. This was included in the original budget for the project and the \$1,020,710.02 cost to the City.			
CIP No.			
RELATED ITEMS / ATTACHMENTS: Attachment: Letter Agreement			
LIST CITY COUNCIL GOALS (S): Improved Infrastructure			
RESPECTFULLY SUBMITTED: City Manager, Gregory Rose		MEETING DATE: September 8, 2025	



THE POWER HOUSE AT UNION STATION • 401 S. 18th ST., STE. 400 • SAINT LOUIS, MISSOURI 63103-2296
314-531-4321 • FAX 844-339-2910 • www.HornorShifrin.com

September 3, 2025

Mr. John Wagner
Director of Planning and Development
City of University City
6801 Delmar Boulevard
University City, MO 63130

RE: **Letter Agreement to Provide Project Management Services
FEMA HMGP Flood Buyout Program Project**

Dear Mr. Wagner:

Hornor & Shifrin, Inc. (Engineer) is pleased to submit this letter agreement to the City of University City (Client) to provide project management services the City's **FEMA HMGP Flood Buyout Program Project**. We understand the Scope of the project includes the following components:

General

- Coordination with FEMA/SEMA on project rules and reporting procedures, verification of required forms and deadlines.
- Weekly progress meetings (virtual) with City Staff.
- Prepare monthly progress reports for SEMA/FEMA
- Prepare and submit Request For Funds (RFF) forms.

Acquisition Phase

- Contract and organize title work.
- Prepare duplication of benefit forms.
- Contract and organize property appraisals.
- Coordinate displaced tenant activities.
- Prepare purchase offer letters.
- Organize property closings.
- Prepare and submit reports to SEMA/FEMA (i.e., progress reports, request for funds, budget allocations, appraisals, voluntary buyout forms, etc.).

Demolition Phase

- Asbestos abatement coordination (solicit asbestos abatement services to include testing and remediation and air monitoring).
- Utility coordination
- Prepare plans and specs for demolition.
- Solicit demolition contractor.
- Prepare plans and specs for site grading.
- Prepare SWPPP.



Project Closeout

- Prepare deed restrictions on acquired property.
- Prepare and submit final closeout reports to SEMA/FEMA.

Scope of work is also provided in Attachment A

ASSUMPTIONS

It is assumed that the City of University City will provide the following:

1. Site photographs (if needed).
2. All public property data.
3. Ownership and tenant data.
4. Copies of FEMA funding applications.

SCHEDULE

Once the grant is awarded, we estimate approximately twelve to fifteen months to complete the entire project from acquisition to demolition to site restoration to project closeout.

CLIENTS' RESPONSIBILITIES

The Client agrees that it is their responsibility to:

1. Review documents submitted by Engineer to Client for review, and to make decisions which affect Engineer's work in a timely manner to avoid schedule delays.
2. Provide full information regarding requirements for the project.
3. Designate a representative authorized to act on the Client's behalf with respect to the project.

FEES

Our compensation for the above Scope of Services is based on a Standard Hourly Rates Method of Payment where the City of University City would pay Horner & Shifrin as follows:

An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses.

The total compensation for such services is estimated to be \$110,630 based on the following estimated distribution of compensation:

a. Total Estimated Labor (H&S)	<u>\$110,367</u>
b. Reimbursable Expenses	<u>\$263</u>



Engineer's fee is based on known or assumed conditions at the time of authorization. Clients will be contacted for additional approval if unforeseen circumstances are encountered requiring additional work. Clients will be responsible for fees up to the time of work stoppage.

ATTACHMENTS

1. **Attachment A – Scope of Services**
2. **Horner & Shifrin Terms & Conditions:** This document is incorporated by reference and included as part of this Letter Agreement.

We have structured this contract in the form of a Letter Agreement, such that if it is acceptable, you can retain our services for this project by executing this document and signing it in the appropriate space. Please return one signed copy to our office. We greatly appreciate the opportunity to provide this letter agreement and look forward to working with you toward the successful completion of the project.

Respectfully Submitted,

Steve Randolph, P.E., CPESC, CFM
Associate Vice President, Regional Mgr. - Water

ACCEPTED FOR CITY OF UNIVERSITY CITY:

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT A
SCOPE OF ENGINEER'S BASIC SERVICES

September 3, 2025

The scope of work for this project will include:

General

- Coordination with FEMA/SEMA on project rules and reporting procedures, verification of required forms and deadlines.
- Weekly progress meetings (virtual) with City Staff.
- Prepare monthly progress reports for SEMA/FEMA
- Prepare and submit Request For Funds (RFF) forms.

Acquisition Phase

- Contract and organize title work.
- Prepare duplication of benefit forms.
- Contract and organize property appraisals.
- Coordinate displaced tenant activities.
- Prepare purchase offer letters.
- Organize property closings.
- Prepare and submit reports to SEMA/FEMA (i.e., progress reports, request for funds, budget allocations, appraisals, voluntary buyout forms, etc.).

Demolition Phase

- Asbestos abatement coordination (solicit asbestos abatement services to include testing and remediation and air monitoring).
- Utility coordination
- Prepare plans and specs for demolition.
- Solicit demolition contractor.
- Prepare plans and specs for site grading.
- Prepare SWPPP.

Project Closeout

- Prepare deed restrictions on acquired property.
- Prepare and submit final closeout reports to SEMA/FEMA.



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HORNER & SHIFRIN, INC. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. SCOPE OF SERVICES

- A. Horner & Shifrin, Inc. ("Engineer") will perform the services set forth in the Agreement, of which these terms and conditions are hereby made a part.

2. PAYMENTS TO ENGINEER

- A. Compensation will be as stated in the attached Agreement. Statements (invoices) are payable upon receipt. A late payment charge will be added to all amounts not paid within 30 days of statement date; calculated at 1.5 percent per month from statement date. Any costs incurred by Engineer in collecting a delinquent amount, including reasonable attorney's fees, shall be reimbursed by Client. If a portion of Engineer's statement is disputed, the undisputed portion shall be paid by Client by the due date. Client shall advise Engineer in writing of the basis for any disputed portion of any statement.
- B. Taxes as may be imposed by Federal, state and local authorities (other than Federal and state income tax, and City of St. Louis Earnings Tax) shall be in addition to the payments due Engineer that are stated in the Agreement.

3. INSURANCE

- A. During the course of performance of its services, Engineer will maintain Worker's Compensation insurance with limits as required by statute, Professional Liability insurance with \$3,000,000 per claim and annual aggregate limit of \$3,000,000, and Commercial General Liability of \$1,000,000 each occurrence and \$2,000,000 general aggregate. Automobile Liability insurance with a combined single limits of \$1,000,000 per occurrence.

4. INDEMNIFICATION

- A. Client agrees to indemnify and hold harmless Engineer, Owner, and their officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Client, its Subconsultants, or their officers, directors, members, partners, agents, or employees
- B. Engineer shall indemnify and hold harmless Client and its officers, directors, members, partners, agents, employees, and Subconsultants as required by Laws and Regulations from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer, its Subconsultants, or their officers, directors, members, partners, agents, or employees

5. PROFESSIONAL RESPONSIBILITY

- A. Engineer will exercise reasonable skill, care and diligence in the performance of its services and



will carry out its responsibilities in accordance with customarily accepted good professional engineering practices. No warranty, expressed or implied, is included in this Agreement or in any drawing, specification or opinion produced pursuant to this Agreement.

- B. In no event will Engineer or Client be liable for any special, indirect or consequential damages; including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, or governmental fines or penalties.
- C. The Engineer's and Client's aggregate liability for all damages connected with its services for the Project, not excluded by the preceding subparagraph, will not exceed the compensation paid for services.
- D. The obligations and remedies stated in this Paragraph 5. Professional Responsibility, are the sole and exclusive obligations of Engineer and remedies of Client, whether liability of the Engineer is based on agreement, warranty, strict liability, tort (including negligence), indemnity or otherwise.

6. ACCESS

- A. Client will provide access (right of entry) for Engineer's staff, its agents, sub-consultants, and others, as appropriate for this Project; and Client will be responsible for the time, place, and manner of entry upon all property where Engineer is to provide services under this Agreement. Client agrees to hold Engineer harmless from any and all liability or claims arising from such entry onto property by Engineer. Engineer will take reasonable precautions to minimize property damage; however, it is understood that some minor damage may occur; for which Engineer shall not be held responsible.

7. HIDDEN CONDITIONS & HAZARDOUS MATERIALS

- A. A condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the Engineer has reason to believe that such a condition may exist, the Engineer shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the Engineer has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the Engineer shall not be responsible for the existing condition nor any resulting damages to persons or property. Engineer shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

8. ENVIRONMENTAL CONDITIONS

- A. Nothing in this Agreement shall impose any responsibility or liability on Engineer for expenses, claims, or damages arising from, or in any manner related to, the presence of constituents of environmental concern (such as, but not limited to, lead, asbestos, PCB's, RCRA-regulated substances, petroleum products, radioactive materials, or toxic substances).

9. ESTIMATES AND PROJECTIONS

- A. Engineer's estimates and projections of project costs and/or schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on Engineer's experience, qualifications and judgment. Since Engineer has no control over weather, cost and availability of labor, material and equipment, labor productivity, contractor's procedures and methods, and other factors, Engineer cannot and does not guarantee the accuracy of any of Engineer's estimates and projections related to this Project.



10. CHANGES

- A. Client shall have the right to make changes within the general scope of Engineer's services, with an appropriate change in compensation, upon execution of a mutually acceptable agreement amendment signed by an authorized representative of the Client and an Officer of the Engineer.

11. TERMINATION OR SUSPENSION

- A. Services may be terminated by the Client or Engineer by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay Engineer all amounts due Engineer for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by Engineer in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid lump sum or not-to-exceed fee.
- B. The provisions of this Agreement have been agreed upon with the expectation of any orderly progression of the project to completion. In the event of project suspension by the Client for a period in excess of three (3) months, Engineer may (at Engineer's sole discretion) perform activities necessary to complete critical calculations, organize project files, or otherwise prepare for an orderly cessation of work; and Engineer shall be entitled to invoice Client for reasonable labor and reimbursable expenses incurred in performing such activities.

12. DISPUTE RESOLUTION

- A. Owner and Engineer shall resolve all disputes in the following manner:
 - 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 - 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 - 3. If the parties fail to resolve a Dispute through negotiations under A.1 or mediation under Paragraph A.2, then the parties may exercise their rights at law.
 - This Agreement is to be governed by the Laws and Regulations of Missouri.
 - Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

13. PRINTED OR ELECTRONIC MEDIA

- A. Client shall not make, or permit to be made, any modifications to any documents, including drawings and specifications, furnished by Engineer pursuant to this Agreement, without the prior written authorization of Engineer. Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses (including attorney fees) arising from any modification of such documents.
- B. Electronic files transmitted by Engineer are submitted for an acceptance period of fourteen (14) calendar days. Any defects which Client discovers during this period will be reported to Engineer, and subsequently corrected by Engineer. Any corrections of defects reported after the



acceptance period will be at Client's cost.

- C. Only data or work products delivered by Engineer as instruments of service with respect to this Agreement in the form of hard copies may be relied upon by Client. Any electronic files furnished in respect to Engineer's services are supplied for the convenience of the Client or others. Any conclusions or information derived from such electronic files shall be at Client's sole risk, because such files can be modified by others or inadvertently corrupted.

14. OWNERSHIP AND USE OF DOCUMENTS

- A. All documents, including drawings and specifications, furnished by Engineer pursuant to this Agreement are instruments of service; and shall remain the property of Engineer. Such documents are not intended, or represented, to be suitable for reuse by Client or others, on extensions of this Project or any other work. Any reuse without the written permission of, or adaptation by, Engineer shall be at Client's sole risk and without liability to Engineer; and Engineer shall be entitled to further compensation, at rates to be mutually agreed between Client and Engineer. The Client shall indemnify and hold harmless Engineer from all claims, damages, and expenses (including attorney fees) arising out of any unauthorized reuse.

15. RIGHTS AND BENEFITS

- A. Engineer's services under this Agreement will be performed solely for the benefit of the Client, and not for use of other parties.

16. ENTIRE AGREEMENT

- A. These Terms and Conditions and the related Agreement constitute the entire Agreement between the Engineer and Client relative to the Engineer's services for this Project. All previous or contemporaneous agreements, representations, promises, or conditions pertaining to the Engineer's services for this project are hereby superseded.
- B. Since terms contained in purchase orders do not generally apply to professional services, in the event the Client issues to Engineer a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order document, whether or not signed by Engineer, shall be considered solely as a document for Client's internal management purposes.
- C. This Agreement may be amended, in writing, by mutual agreement between the Engineer and Client.

END OF DOCUMENT



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

NUMBER: <i>For City Clerk Use</i>	UB20250908-01

SUBJECT/TITLE:

An Ordinance Amending Municipal Code Section 110.040 relating to Conflicts of Interest

PREPARED BY:

Gregory Roses, City Manager

DEPARTMENT / WARD

Administration / All

AGENDA SECTION:

Unfin Business - Bill 9573

CAN ITEM BE RESCHEDULED?

NO

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends approval.

FISCAL IMPACT:**AMOUNT:****ACCOUNT No.:****FROM FUND:****TO FUND:****EXPLANATION:**

According to Missouri statutes on regulation of conflict of interest and lobbying, each political subdivision in Missouri with an annual operating budget in excess of one million dollars (\$1,000,000) must decide by September 15, every two years, whether to conform with the complex, detailed personal financial disclosure requirements in Chapter 105 RSMo, or adopt its own method of disclosing conflicts of interest pursuant to Section 105.485.4 RSMo.

STAFF COMMENTS AND BACKGROUND INFORMATION:

The City Council adopted Ordinance No.7332 (Municipal Code Section 110.040) on August 22, 2023, thereby adopting its own method of disclosing conflicts of interest pursuant Section 105.485.4 RSMo. There has been no change in State law on the subject since then, so the attached Bill is substantively identical to Ordinance No. 7332. The deadline for adopting the Bill is September 15, 2025. The Bill may be introduced on August 11th and passed on September 8th.

CIP No.**RELATED ITEMS / ATTACHMENTS:**

Bill 9573

LIST CITY COUNCIL GOALS (S):

Prudent Fiscal Management

RESPECTFULLY SUBMITTED:

City Manager, Gegory Rose

MEETING DATE:

Sept 8, 2025

INTRODUCED BY:

DATE: August 11, 2025

BILL NO.: 9573

ORDINANCE NO.:

AN ORDINANCE AMENDING CHAPTER 110 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO ADMINISTRATION, BY REPEALING SECTION 110.040 THEREOF, RELATING TO DISCLOSURE OF CONFLICTS OF INTEREST, AND ENACTING IN LIEU THEREOF A NEW SECTION TO BE KNOWN AS "SECTION 110.040 DISCLOSURE OF CONFLICTS OF INTEREST."

WHEREAS, according to Missouri statutes on regulation of conflict of interest and lobbying, each political subdivision in Missouri with an annual operating budget in excess of one million dollars (\$1,000,000) must decide by September 15, every two years, whether to conform with the complex, detailed personal financial disclosure requirements in Chapter 105 RSMo, or to adopt its own method of disclosing conflicts of interest pursuant to Section 105.485.4 RSMo; and

WHEREAS, the City of University City has an annual operating budget in excess of one million dollars (\$1,000,000) and it is desirable to comply with State law by adoption of the following ordinance.

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

Section 1. Chapter 110 of the University City Municipal Code, relating to Administration, is hereby amended by repealing Section 110.040 thereof, relating to conflicts of interest, and enacting in lieu thereof a new section to be known as "Section 110.040 Disclosure of Conflicts of Interest," so that said section, as amended, shall read as follows:

110.040 Disclosure of Conflicts of Interest.

A. Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

B. Conflicts of Interest. The Mayor or any member of the City Council who has a substantial personal or private interest as defined by Sections 105.450 (11, 12) and 105.461.1 RSMo, in any measure, bill, order or ordinance proposed or pending before the City Council, shall, before he or she passes on the measure, bill, order or ordinance, file a written report of the nature of the interest with the City Clerk and such statement shall be recorded in the record of proceedings of the City Council.

C. Disclosure Reports.

1. Each elected official, candidate for elective office, the City Manager, the Chief Purchasing Officer and the City Attorney (if employed full time) shall disclose in writing the following described transactions, if any such transactions were engaged in during the calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars (\$500), if any, that such person had with the City, other than compensation received as an employee or payment of any tax, fee or penalty due to the City, and other than transfers for no consideration to the City; and
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars (\$500), if any, that any business entity in which such person had a substantial interest, had with the City, other than payment of any tax, fee or penalty due to the City or transactions involving payment for providing utility service to the City, and other than transfers for no consideration to the City.
- c. The City Manager and the Chief Purchasing Officer shall disclose in writing the following information:
 - (1) The name and address of each of the employers of such person from whom income of one thousand dollars (\$1,000) or more was received during the year covered by the statement;
 - (2) The name and address of each sole proprietorship which he or she owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he or she was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partners' units; and the name of any publicly traded corporation or limited partnership which is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests; and
 - (3) The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

D. Filing of Reports. Duplicate disclosure reports made pursuant to this ordinance; in the format approved by the Missouri Ethics Commission, shall be filed with the City Clerk and the Missouri Ethics Commission. The City Clerk shall maintain such disclosure reports available for public inspection and copying during normal business hours.

E. When Filed. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

1. Each candidate for elective office who is required to file a personal financial disclosure statement shall file the financial interest statement no later than fourteen days after the close of the filing at which the candidate seeks nomination or election, and the statement shall be for the twelve months prior to the closing date;

2. Each person appointed to office shall file the statement within thirty days of such appointment or employment;

3. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

Section 2. Filing of Ordinance. The City Clerk is directed to send a certified copy of this ordinance to the Missouri Ethics Commission within ten days of its adoption.

Section 3. Effective Date. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED this 8th day of September, 2025.

Mayor

ATTEST:

City Clerk

CERTIFIED TO BE CORRECT AS TO FORM:

City Attorney



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

NUMBER: <i>For City Clerk Use</i>	UB0250908-02

SUBJECT/TITLE:

Final Plat / Minor Subdivision Approval to consolidate two lots at 7498 Delmar Boulevard.

PREPARED BY:

John L. Wagner

DEPARTMENT / WARD

Planning and Development / Ward 1

AGENDA SECTION:

Unfin Business Bill 9574

CAN ITEM BE RESCHEDULED?

yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager concurs with the Plan Commission and recommends approval.

FISCAL IMPACT:

N/A

AMOUNT:

ACCOUNT No.:

FROM FUND:

TO FUND:

EXPLANATION:

This is a request to consolidate the two existing lots at 7498 Delmar Boulevard into a single lot. This is the location of the Shell station at the southeast corner of Delmar Boulevard and Hanley Road. Nothing on the site will change; this plat consolidates two parcels that act as a single piece of property.

STAFF COMMENTS AND BACKGROUND INFORMATION:

Staff recommends approval of the minor subdivision request.

CIP No.

RELATED ITEMS / ATTACHMENTS:

Attached are the Plan Commission Transmittal Letter, Draft Ordinance and the Final Plat.

LIST CITY COUNCIL GOALS (S):

Economic Development, Encouraging High Quality Growth

RESPECTFULLY SUBMITTED:

City Manager, Gregorory Rose

MEETING DATE:

Sept 8, 2025



Plan Commission

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

July 23, 2025

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

RE: Minor Subdivision – Record Plat (SUB 25-02)

Dear Ms. Reese,

At its regular meeting on July 23, 2025, at 6:30 p.m. at the University City Community Center at 975 Pennsylvania Avenue, the Plan Commission considered the application of Leland Maloney, on behalf of Warrenton Oil Company, for Final Plat Approval of a proposed minor subdivision/lot consolidation for 7498 Delmar Boulevard.

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

Sincerely,

Charles Gascon

Charles Gascon, Chairperson
University City Plan Commission

STAFF REPORT
City Council

Meeting Date	August 11, 2025
File Number	SUB-25-02
Council District	1
Location	7498 Delmar Blvd
Applicant	Leland Maloney, Warrenton Oil Company
Property Owner	Convenience Store Properties, LLC.
Request	Approval of final plat to consolidate part of Lots 1, 2, and 3 of West Delmar No. 2 Subdivision.

Comprehensive Plan Conformance:

☐ Yes ☐ No ☒ No reference

Staff Recommendation:

☒ Approval ☐ Approval with Conditions ☐ Denial

Attachments:

A. Subdivision Plat

Applicant Request

The applicants' request is approval of a final plat to consolidate parts of lots 1, 2, and 3 of the West Delmar No. 2 Subdivision. These lots lie at the Southeast corner of Delmar and Hanley.

The application is subject to Chapter 400, Zoning Code, and Chapter 405, Subdivision and Land Development Regulations of the University City Municipal Code. The application is being reviewed as a Minor Subdivision because the proposal does not meet any of the characteristics of a Major Subdivision as described in §405.165(A) and is therefore only required to go through the Final Plat process.



Surrounding Land Use and Zoning

The subject properties are located at the Southeast corner of Delmar and Hanley. The site is currently occupied by a gas station and convenience store.

All four corners of this intersection are zoned Limited Commercial (LC). The lots south of this site are zoned Single Family Residential (SR).



Analysis

This site is part of along established neighborhood commercial node, and these two parcels already have matching zoning and serve as part of the same development. Staff see no reason not to approve consolidation of the parcels.

Staff Recommendation

Staff recommend approval of the final plat to consolidate part of lots 1, 2, and 3 of West Delmar No. 2 Subdivision as shown.

Plan Commission

The Plan Commission unanimously recommended approval of the consolidation plat.

INTRODUCED BY: _____

DATE: _____

BILL NO.: 9574

ORDINANCE NO.

**AN ORDINANCE APPROVING A FINAL PLAT FOR A MINOR SUBDIVISION OF LAND AT
7498 DELMAR BOULEVARD."**

WHEREAS, an application was submitted by Leland Maloney, on behalf of Warrenton Oil Company, for the approval of a final subdivision plat for the minor subdivision of land at 7498 Delmar Boulevard; and

WHEREAS, at its meeting on July 23, 2025, the University City Plan Commission reviewed the final plat for the minor subdivision and determined that the final plat is in substantial compliance with the requirements of the University City Municipal Code and recommended to the City Council approval of the final plat; and

WHEREAS, the final plat for the minor subdivision application, including all required documents submitted therewith, is before the City Council for its consideration.

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

Section 1. Attached, marked "Exhibit A", and made a part hereof is a final subdivision plat for the minor subdivision of land at 7498 Delmar Boulevard.

Section 2. It is hereby found and determined that the final plat for the minor subdivision is in full compliance with the University City Municipal Code, including Sections 405.380 and 405.390. Accordingly, the final plat for the minor subdivision marked "Exhibit A" is hereby approved.

Section 3. The City Clerk is hereby directed to endorse upon the final plat for the minor subdivision the approval of the City Council under the hand of the City Clerk and the seal of the City of University City.

Section 4. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED and ADOPTED this 8th day September, 2025.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

Exhibit A



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

NUMBER: <i>For City Clerk Use</i>	NB20250908-01

SUBJECT/TITLE: A RESOLUTION APPROVING THE ISSUANCE OF NOTES BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF UNIVERSITY CITY, MISSOURI TO FINANCE THE ACQUISITION AND REHABILITATION OF PARKVIEW PLACE APARTMENTS			
PREPARED BY: Gregory Rose, City Manager		DEPARTMENT / WARD All	
AGENDA SECTION:	New Business - Resolution 2025-11	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval.			
FISCAL IMPACT:			
AMOUNT:		ACCOUNT No.:	
FROM FUND:		TO FUND:	
EXPLANATION: To approve the issuance of multifamily housing revenue notes by the Industrial Development Authority of University City, Missouri to finance the acquisition and rehabilitation of certain commercial housing facilities located in the City of University City, Missouri named Parkview Place Apartments			
STAFF COMMENTS AND BACKGROUND INFORMATION: Parkview Place Housing I, LLC, a Missouri limited liability company (the "Borrower") has requested the Industrial Development Authority of University City, Missouri (the "Authority") to issue its multifamily housing revenue notes to finance and/or reimburse the costs of the acquisition, construction, improvement and equipping of a 156-unit multifamily residential housing project located in University City at 701 Westgate Avenue in University City, Missouri for individuals of low and moderate income levels (the "Project"). On September 4, 2025, the Authority held a public hearing concerning the Borrower's request that the Authority issue its revenue notes to finance the costs to acquire and rehabilitate the project. All interested persons were given an opportunity to express their views with respect to the Project. The hearing and approval of the Project by the City Council is a requirement for the Notes to be exempt from federal income tax and does not independently create any obligations of the City with respect to the Project. Notes issued by the Authority are not debts of the City, and the City is not liable for the payment thereof.			
CIP No.	N/A		
RELATED ITEMS / ATTACHMENTS: Resolution 2025-11			
LIST CITY COUNCIL GOALS (S):			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	September 8, 2025

RESOLUTION NO. 2025-11

A RESOLUTION APPROVING THE ISSUANCE OF NOTES BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF UNIVERSITY CITY, MISSOURI TO FINANCE THE ACQUISITION AND REHABILITATION OF PARKVIEW PLACE APARTMENTS

WHEREAS, The Industrial Development Authority of University City, Missouri (the "IDA") is proposing to issue its Multifamily Housing Revenue Notes (Parkview Place Apartments) in one or more series in a stated principal amount not to exceed \$25,000,000 (the "Notes"), pursuant to Chapter 349 of the Revised Statutes of Missouri, as amended (the "Act"), for the purpose of making a loan to Parkview Place Housing I, LLC, a Missouri liability company (the "Borrower"), an affiliate of SDG Housing Partners, LLC, to finance and reimburse costs of the acquisition and rehabilitation of a 156-unit multifamily housing facility located at or about 701 Westgate Avenue, in University City, Missouri (the "City") known as Parkview Place Apartments (the "Project"), which Project will be owned and operated by the Borrower; and

WHEREAS, the Notes will be special limited obligations of the IDA and will not be obligations of the City, and will not constitute a debt or liability of the City; and

WHEREAS, on September 4, 2025, at 3:30 p.m., a public hearing permitting the public to comment was held concerning the Notes and the Project, with notice of such public hearing being posted on August 26, 2025, on the City's calendar located on the City's primary public website used to inform residents about upcoming public meetings; and

WHEREAS, the IDA and the Borrower have requested that the City provide approval under Section 147(f) of the Internal Revenue Code, as amended, in connection with the issuance of the Notes and the use of the sale proceeds of the Notes for the Project within the City;

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

Section 1. The plan of finance, including the issuance of the Notes by the IDA and the use of proceeds of the Notes to finance the costs of the Project, is hereby approved in accordance with the requirements of Section 147(f) of the Internal Revenue Code, as amended. This approval does not impose any liability on the City or in any way involve the City in the issuance of the Notes or the proposed plan of finance for the Project, but is an accommodation by the City to satisfy the requirements of the Internal Revenue Code, as amended.

Section 2. This Resolution shall be in full force and effect from and after its passage by the City Council.

ADOPTED this 8th day of September, 2025.

(Seal)

MAYOR

ATTEST:

CITY CLERK



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

NUMBER:

For City Clerk Use

NB20250908-02

SUBJECT/TITLE:

AN ORDINANCE APPROVING CERTAIN AMENDED DOCUMENTS RELATING TO THE 711 AND 717 KINGSLAND COMMUNITY IMPROVEMENT DISTRICT AND THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (711 KINGSLAND AVENUE PROJECT), SERIES 2025.

PREPARED BY:

Gregory Rose, City Manager

DEPARTMENT / WARD

All

AGENDA SECTION:

New Business - Bill 9575

CAN ITEM BE RESCHEDULED?

Yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends approval.

FISCAL IMPACT:

AMOUNT:

ACCOUNT No.:

FROM FUND:

TO FUND:

EXPLANATION:

On May 28, 2024, the City Council passed (1) Ordinance No. 7350, creating the 711 and 717 Kingsland Avenue Community Improvement District (the "CID") and (2) Ordinance No. 7351 approving, among other things, a Development Agreement providing for community improvement district and property tax abatement incentives associated with the development of a Tru Hotel at 711 Kingsland Avenue. Revisions to the Development Agreement, prior to its execution, were approved on May 27, 2025 by Ordinance No. 7382. Following passage of Ordinance No. 7382, the City, the CID and Loop Lodging Owner, LLC (the "Developer") executed the Development Agreement and other associated documents.

STAFF COMMENTS AND BACKGROUND INFORMATION:

See attached staff report

CP No.

N/A

RELATED ITEMS / ATTACHMENTS:

1. Staff Report
2. Bill 9575 including:
 - Exhibit A - Amended CID Petition
 - Exhibit B - Amended Development Agreement
 - Exhibit C - Amendment to Indenture

LIST CITY COUNCIL GOALS (S):

Economic Development

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

September 8, 2025

AGENDA ITEM – STAFF REPORT

MEETING DATE: September 8, 2025
DEPARTMENT: City Manager's Office
AGENDA ITEM TITLE: New Business – Bill 9575

AN ORDINANCE APPROVING CERTAIN AMENDED DOCUMENTS RELATING TO THE 711 AND 717 KINGSLAND COMMUNITY IMPROVEMENT DISTRICT AND THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (711 KINGSLAND AVENUE PROJECT), SERIES 2025

ADDITIONAL BACKGROUND INFORMATION:

On May 28, 2024, the City Council passed (1) Ordinance No. 7350, creating the 711 and 717 Kingsland Avenue Community Improvement District (the "CID") and (2) Ordinance No. 7351 approving, among other things, a Development Agreement providing for community improvement district and property tax abatement incentives associated with the development of a Tru Hotel at 711 Kingsland Avenue. Revisions to the Development Agreement, prior to its execution, were approved on May 27, 2025 by Ordinance No. 7382. Following passage of Ordinance No. 7382, the City, the CID and Loop Lodging Owner, LLC (the "Developer") executed the Development Agreement and other associated documents.

The Developer recently submitted a Second Amended and Restated Petition for the Creation of a Community Improvement District (the "Amended CID Petition") to the City. The purposes of the Amended CID Petition are to (1) add a portion of the Kingsland Avenue right-of-way to the CID's boundaries, which will allow the CID to finance public infrastructure improvements in the right-of-way and (2) authorize the CID to impose a special assessment in an amount not to exceed \$7.50 per occupied hotel room night, the revenues of which may be used, together with revenues from the CID's existing 1.0% sales and use tax, to reimburse the Developer for certain eligible costs, including public infrastructure improvements in the Kingsland Avenue right-of-way. Due to the additional revenue from the special assessment, the Amended CID Petition anticipates that the CID could reimburse the Developer for up to \$2,019,241 of eligible costs (plus interest and other financing costs).

Implementation of the Amended CID Petition also requires corresponding amendments to the Development Agreement and another associated document, the Trust Indenture. Accordingly, the proposed ordinance submitted to the City Council approves an Amended and Restated Development Agreement and a First Amendment to Trust Indenture in addition to the Amended CID Petition. Neither the Amended CID Petition nor the amendments contained in the Amended and Restated Development Agreement and the First Amendment to Trust Indenture affect the property tax abatement originally approved by Ordinance No. 7350 (which will remain at 10 years of 75% abatement and an additional 5 years of 25% abatement).

Under the Community Improvement District Act, the City Council must hold a public hearing prior to considering approval of the Amended CID Petition. A public hearing is scheduled to occur during the September 8, 2025 City Council meeting.

INTRODUCED BY:

DATE: September 8, 2025

BILL NO. 9575

ORDINANCE NO.

AN ORDINANCE APPROVING CERTAIN AMENDED DOCUMENTS RELATING TO THE 711 AND 717 KINGSLAND COMMUNITY IMPROVEMENT DISTRICT AND THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (711 KINGSLAND AVENUE PROJECT), SERIES 2025

WHEREAS, pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act") and Ordinance No. 7350, the City created the 711 and 717 Kingsland Community Improvement District (the "CID"); and

WHEREAS, pursuant to Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200 of the Revised Statutes of Missouri, the City Charter and Ordinance Nos. 7351 and 7382, the City (a) entered into a Development Agreement dated as of June 1, 2025 (the "Original Development Agreement") with the CID and Loop Lodging Owner, LLC (the "Company") and (2) issued its Taxable Industrial Revenue Bonds (711 Kingsland Avenue Project), Series 2025 (the "Bonds") pursuant to Trust Indenture dated as of June 1, 2025 (the "Original Indenture"); and

WHEREAS, the City has received the Second Amended and Restated Petition for the Creation of a Community Improvement District attached hereto as Exhibit A (the "Amended CID Petition"), which Amended CID Petition, among other things, seeks to grant the CID the ability to implement a special assessment and expands the CID's boundaries to include adjacent rights-of-way; and

WHEREAS, in accordance with the CID Act, the City Council held a duly-noticed public hearing regarding the Amended CID Petition on September 8, 2025; and

WHEREAS, in connection with the Amended CID Petition, it is desirable to amend and restate the Original Development Agreement as provided in the Amended and Restated Development Agreement attached hereto as Exhibit B (the "Amended Development Agreement") and amend the Original Indenture as provided in the First Amendment to Trust Indenture attached hereto as Exhibit C (the "First Amendment to Indenture")

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

Section 1. Approval of the Amended CID Petition. The City Council hereby approves the Amended CID Petition.

Section 2. Amendatory Documents. The City is hereby authorized to enter into the Amended Development Agreement and the First Amendment to Indenture in substantially the forms presented to and approved by the City Council and attached to this Ordinance, with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof. The City Manager is hereby authorized, for and on behalf of and as the act and deed of the City, to execute the Amended Development Agreement, the First Amendment to Indenture and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Amended Development Agreement, the First Amendment to Indenture and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones, and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED and ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

(Seal)

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

EXHIBIT A

AMENDED CID PETITION

(On file in the office of the City Clerk)

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

To the City of University City, Missouri:

The 711 and 717 Kingsland Community Improvement District (the "**District**") was formed as a political subdivision of the State of Missouri pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "**CID Act**"), and the Petition for the Creation of a Community Improvement District (the "**Establishment Petition**") approved by the City of University City, Missouri (the "**City**"), pursuant to Ordinance No. 7350, passed and approved on May 28, 2024 (the "**Establishment Ordinance**"). Since the date of the date of the Establishment Ordinance, a portion of the District was conveyed to Loop Lodging LLC.

The undersigned petitioners (the "**Petitioners**") are the owners or representatives of the owners of record of more than fifty percent (50%) (a) by assessed value of all real property within the hereinafter described community improvement district, and (b) per capita of all owners of real property within the District. The Petitioners hereby petition and request that the City hold a public hearing in accordance with Section 67.1421, RSMo., and adopt an ordinance approving this petition (the "**Amended Petition**"), which amends and restates the Establishment Petition. In support of this Amended Petition, the Petitioners set forth the following information in compliance with the CID Act:

1. The boundary of the District is contiguous and located entirely within the City.
2. A legal description of the District is set forth as Exhibit A, attached hereto and incorporated herein by reference. A map illustrating the boundaries of the District is set forth as Exhibit B, attached hereto and incorporated herein by reference. THIS AMENDED PETITION INCLUDES A REVISED LEGAL DESCRIPTION AND MAP, WHICH INCLUDES THE ADJACENT RIGHT-OF-WAY OF KINGSLAND AVENUE.
3. The name of the District is the 711 and 717 Kingsland Community Improvement District.
4. The District consists of approximately 1.65 acres of land, as more particularly described in Exhibit A and Exhibit B, attached hereto and incorporated by reference herein.
5. The District consists of approximately 1.65 acres and all real property located within the District has a total current assessed value of \$733,190 (exclusive of public right-of-way).
6. The Petitioners represent 100% per capita of all owners of the privately-owned real property located within the boundaries of the District, and 100% of all privately-owned real property within the boundaries of the District by assessed value, as follows:

<u>Owner</u>	<u>Location</u>	<u>Parcel Identification Number</u>	<u>Acres</u>	<u>Assessed Value</u>
LOOP LODGING OWNER LLC	711 Kingsland Ave.	18J621308	0.92	\$320,260
DELMAR HARVARD LLC	717 Kingsland Ave.	18J621298	0.73	\$412,930

7. The Petitioners are not seeking a determination that the District, or any legally described portion thereof, is a blighted area.

8. The District is a political subdivision governed by a board of directors composed of five directors appointed by the Mayor of the City, with the consent of the City Council. Each director shall, during his or her term, meet the qualifications of Section 67.1451.2 of the CID Act, provided that two of the directors shall meet the requirements of Section 67.1451.2(3) of the CID Act. In addition, so long as Loop Lodging LLC owns any real property within the District, three of the five directors shall be legally authorized representatives of Loop Lodging LLC. Successor directors shall be appointed in the same manner. Successor directors shall serve for a term of four years.

9. The initial directors, as appointed by the Establishment Ordinance, and their respective terms of office are as follows:

Name	Initial Term
Rodney Thomas	2 years
Gene Manis	2 years
Gregory Rose	2 years
Keith Cole	4 years
Vacant ¹	4 years
Petitioners hereby request that David Parmley be appointed to fill the unexpired term of the vacant board member position.	

10. The Petitioners do not seek limitations on the borrowing capacity of the District.

11. The Petitioners do not seek limitations on the revenue generation of the District.

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

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

14. The District may, upon the proposed District's board of directors receipt of a proper special assessment petition submitted in substantially the form attached hereto as Exhibit D, the proposed District shall be authorized to impose a special assessment on the real property located in the proposed District (the "Hotel Special Assessment") in accordance with Section 67.1521 of the CID Act, for the duration permitted by the CID Act. The Hotel Special Assessment, if any, will be based upon the number of hotel rooms occupied per night in an amount determined by the proposed District's board of directors to be compliant with the requirements of the CID Act and other applicable law, and levied against applicable users of the District in an amount not to exceed, \$7.50 per occupied hotel room per night. The method for allocating Hotel Special Assessment may be any reasonable method which results in imposing assessments upon real property benefitted in relation to the benefit conferred upon each applicable user and the cost to provide such benefit, all as permitted under the CID Act.

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

¹ Vacancy is the result of the resignation of Matt Towerman from the Board of Directors.

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

17. The Establishment Petition included an estimated cost of the "CID Project" in the amount of \$1,357,361 (excluding costs of financing, underwriters' fees and discounts, costs of printing any notes, bonds or other obligations and any official statements relating thereto, costs of credit enhancement, if any, interest, capitalized interest, debt service reserves and the fees of any rating agency, placement fees, or other costs of issuance of any obligations issued by the District). As set forth in the amended Five-Year Plan, the cost of the original project has increased to \$1,666,927. Also, as set forth in the amended Five-Year Plan, the District intends to perform or cause to be performed additional work within the Kingsland Avenue right-of-way as part of the Project in the estimated amount of \$352,314. As such, estimated cost of the Project is **\$2,019,241** (excluding costs of financing, underwriters' fees and discounts, costs of printing any notes, bonds or other obligations and any official statements relating thereto, costs of credit enhancement, if any, interest, capitalized interest, debt service reserves and the fees of any rating agency, placement fees, or other costs of issuance of any obligations issued by the District) as further defined in Exhibit C, attached hereto and incorporated herein by reference.

18. The term of the District shall be from the date of establishment by the City until all of the obligations that the District issues to finance and reimburse all of the eligible Project costs incurred within the boundaries of the District have been fully redeemed in accordance with the terms of the CID Act, provided that the term of the District shall in no event be longer than May 28, 2051 (i.e., 27 years from the original establishment of the District).

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

20. Petitioner respectfully requests that the City hold a public hearing in accordance with Section 67.1421, RSMo., and adopt an ordinance approving this Amended Petition.

Dated this 13 day of August, 2025.

PETITIONERS:

NAME OF OWNER:	DELMAR HARVARD LLC
TELEPHONE NUMBER:	(314) 292-5317
MAILING ADDRESS:	12647 Olive Blvd, Suite 510 Creve Coeur, MO 64141
NAME OF SIGNER:	Rodney H. Thomas
BASIS OF LEGAL AUTHORITY TO SIGN:	Principal
SIGNER'S TELEPHONE NUMBER:	(314) 852-7000
SIGNER'S MAILING ADDRESS:	12647 Olive Blvd, Suite 510 Creve Coeur, MO 64141
TYPE OF ENTITY:	Missouri Limited Liability Company
MAP:	See <u>Exhibit B</u>
PARCEL IDENTIFICATION NUMBER:	Parcel No. 18J621298
ASSESSED VALUE:	\$412,930

By executing this Petition on this _____ day of _____ 2025, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above.

By: _____
Rodney H. Thomas, Principal

[illegible]

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

WITNESS my hand and official seal this ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

EXHIBIT A

Legal Description of District

LOT 1 OF KINGSLAND PLAZA, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 370, PAGE 378, OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS.

AND

LOT 2 OF KINGSLAND PLAZA, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 370, PAGE 378, OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS.

AND

THAT PORTION OF THE KINGSLAND AVENUE RIGHT-OF-WAY ADJACENT TO THE DISTRICT, INCLUDING THE INTERSECTION AT LOOP NORTH.

EXHIBIT B

Boundary Map of the District



EXHIBIT C

AMENDED FIVE YEAR PLAN

711 AND 717 KINGSLAND COMMUNITY IMPROVEMENT DISTRICT

DATED: July ____, 2025

Introduction

The 711 and 717 Kingsland Community Improvement District (the "CID") was formed as a political subdivision of the State of Missouri pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act") and the Petition for the Creation of a Community Improvement District (the "Establishment Petition") approved by the City of University City, Missouri (the "City"), pursuant to Ordinance No. 7350 passed and approved on May 28, 2024 (the "Establishment Ordinance"), to provide a financing tool to assist in the redevelopment of that parcel of land generally bounded by Harvard Avenue to the West, the university City Public Library to the South and Kingsland Avenue to the East within in the City of University City, Missouri (the "City"). The Establishment Petition and the Establishment Ordinance contemplated the adoption of a sales and use tax at a rate of up to one percent (1%) (the "Sales Tax") on all eligible retail sales made in the District in accordance with Section 67.1545 of the CID Act, for the duration permitted by the CID Act. However, the Sales Tax was not expected to generate enough revenue over the life the District to pay for all "CID Project" (as defined in the Establishment Petition) costs. In addition, the District desires to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip certain public improvements within the Kingsland Avenue right-of-way with an estimated cost of \$352,314 (the "New Project"). The CID Project and the New Project, as further described below, are collectively referred to herein as the "Project."

As such, the Petitioners have filed a Second Amended and Restated Petition for the Creation of a Community Improvement District (the "Amended Petition") to request the City to hold a public hearing in accordance with Section 67.1421, RSMo., and adopt an ordinance approving the Amended Petition. Among other things, the Amended Petition (i) adds the adjacent right-of-way to the District, and (ii) authorizes the District to adopt a special assessment on the real property located in the proposed District (the "Hotel Special Assessment") in accordance with Section 67.1521 of the CID Act, for the duration permitted by the CID Act. The CID will use revenues from the Sales Tax and the Hotel Special Assessment to repay the full estimated cost the Project.

The CID Act requires that the Amended Petition be accompanied by a five-year plan which includes (A) a description of the location and formation of the District; (B) a description of the anticipated District revenues over a five-year period; (C) a summary of the improvements and services to be provided by the District over a five-year period; (D) an estimate of costs of the services and improvements to be incurred over a five-year period (including, without limitation, the anticipated sources of funds to pay the costs and the terms of term of the sources used to pay the costs); and (E) an anticipated schedule for the District's improvements, activities and services over a five-year period.. This Amended Five-Year Plan (the "Plan") is presented in order to comply with the statutory requirement referenced above.

Overview.

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

A. District Location and Formation

The District consists of approximately 1.65 acres of land (exclusive of public right-of-way) located at 711 and 717 Kingsland Avenue in the City of University City, Missouri (the "*City*"). The District is contiguous. In addition, the Amended Petition adds a portion of the Kingsland Avenue right-of-way adjacent to the District.

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

B. District Revenues

The District has proposed to raise revenues by imposing an additional sales and use tax (the "*Sales Tax*") at the rate of one percent (1%) on all taxable retail sales within its boundaries which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable or video services and such other exclusions as may be applicable under Missouri law. The imposition of the Sales Tax is subject to approval by the qualified voters within the District. To the extent that there are no registered voters within the District, the CID Act provides that the qualified voters are the owners of one or more parcels of real property located within the District per the county tax records as of the thirtieth day before the date of the applicable election. The Sales Tax was approved by the qualified voters pursuant to Resolution No. 24-006, passed by the Board of Directors of the District on December 13, 2024.

To supplement the revenue from the Sales Tax, the District has also proposed raising revenues by imposing special assessment on the real property located in the proposed District (the "*Hotel Special Assessment*") in accordance with Section 67.1521 of the CID Act, for the duration permitted by the CID Act. The Hotel Special Assessment, if any, will be based upon the number of hotel rooms occupied per night in an amount determined by the proposed District's board of directors to be compliant with the requirements of the CID Act and other applicable law, and levied against applicable users of the District in an amount not to exceed, \$7.50 per occupied hotel room per night. The method for allocating Hotel Special Assessment may be any reasonable method which results in imposing assessments upon real property benefitted in relation to the benefit conferred upon each applicable user and the cost to provide such benefit, all as permitted under the CID Act.

The estimated revenues of the District are set forth below. SAID ESTIMATES ARE PRELIMINARY AND SUBJECT TO CHANGE. NOTHING HEREIN OR ATTACHED HERETO SHALL BE DEEMED A CAP ON THE COSTS THAT MAY BE REIMBURSED BY THE DISTRICT.

	CID Tax	Hotel Special Assessment (\$3.80)*	Operating Expenses	Net Revenue
2025	\$ -		\$ (20,000.00)	\$ (20,000.00)
2026	\$ -		\$ (15,000.00)	\$ (15,000.00)
2027	\$ 52,092.38	\$ 111,807.73	\$ (15,450.00)	\$ 113,450.11
2028	\$ 55,500.94	\$ 116,196.76	\$ (15,913.50)	\$ 155,784.20
2029	\$ 58,623.34	\$ 118,159.08	\$ (16,390.91)	\$ 160,391.52
2030	\$ 60,906.88	\$ 149,796.00	\$ (16,882.63)	\$ 193,820.25
2031	\$ 62,444.84	\$ 118,503.62	\$ (17,389.11)	\$ 163,559.34
2032	\$ 64,154.84	\$ 119,072.84	\$ (17,910.78)	\$ 165,316.90
2033	\$ 66,024.64	\$ 119,642.07	\$ (18,448.11)	\$ 167,218.60
2034	\$ 67,925.72	\$ 120,196.31	\$ (19,001.55)	\$ 169,120.48
2035	\$ 69,963.49	\$ 120,677.10	\$ (19,571.60)	\$ 171,068.99
2036	\$ 72,062.40	\$ 121,159.80	\$ (20,158.75)	\$ 173,063.45
2037	\$ 74,224.27	\$ 121,600.00	\$ (20,763.51)	\$ 175,060.76
2038	\$ 76,451.00	\$ 121,600.00	\$ (21,386.41)	\$ 176,664.58
2039	\$ 78,744.53	\$ 121,600.00	\$ (22,028.01)	\$ 178,316.52
2040	\$ 81,106.86	\$ 121,600.00	\$ (22,688.85)	\$ 180,018.02
2041	\$ 83,540.07	\$ 121,600.00	\$ (23,369.51)	\$ 181,770.56
2042	\$ 86,046.27	\$ 121,600.00	\$ (24,070.60)	\$ 183,575.67
2043	\$ 88,627.66	\$ 121,600.00	\$ (24,792.71)	\$ 185,434.94
2044	\$ 91,286.49	\$ 121,600.00	\$ (25,536.50)	\$ 187,349.99
2045	\$ 94,025.08	\$ 121,600.00	\$ (26,302.59)	\$ 189,322.49
2046	\$ 96,845.83	\$ 121,600.00	\$ (27,091.67)	\$ 191,354.17
2047	\$ 99,751.21	\$ 121,600.00	\$ (27,904.42)	\$ 193,446.79
2048	\$ 102,743.75	\$ 121,600.00	\$ (28,741.55)	\$ 195,602.19
2049	\$ 105,826.06	\$ 121,600.00	\$ (29,603.80)	\$ 197,822.26
2050	\$ 109,000.84	\$ 121,600.00	\$ (30,491.91)	\$ 200,108.93
2051**	\$ 56,135.43	\$ 121,600.00	\$ (31,406.67)	\$ 146,328.76
NPV @5.5%	\$878,787.95	\$1,629,537.56		\$2,030,227.28

* These projections assume a Hotel Special Assessment of \$3.80 per occupied hotel room per night; however, the Hotel Special Assessment can be adjusted by the board of directors.

** Partial year.

C. Summary of Improvements and Services to be Provided

The purpose of the District is to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip certain public improvements within its boundaries, and to support business activity and economic development in the District and to provide services and activities as allowed under Section

67.1461 of the CID Act. The District will impose the Sales Tax and the Hotel Special Assessment to finance and administer these improvements and services as provided under the CID Act.

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

Specifically, the District is proposed to provide funding for various public improvements (as further described below) within the District boundaries, which public improvements are anticipated to be made in connection with the development, operation and maintenance of a new hotel within the District (together with any related public improvements, activities or services outlined in this Section C., the **"Project"**). The estimated cost of the original CID Project was \$1,357,361. Since that time, the estimated cost of the original CID Project has increased to \$1,666,927. The estimated cost of the New Project is \$352,314. As such, the total estimated cost of the total Project is **\$2,019,241**:

Item	Amount*
Site Work (saw cutting, storm water pollution prevention, demolition of asphalt/hardscape/utilities, tree removal/protection, cut and fill, grading)	\$260,771
Utility Work (sanitary, storm sewer, water)	\$506,042
Construction of Public Improvements (asphalt paving, concrete paving, street patching, curb & gutter, parking lot signs and lights, sidewalks, monument signs, retaining walls, fencing, landscaping, general conditions)	\$900,114
New Project: Signalized intersection at Kingsland Avenue and Loop North (striping, curbs and medians, traffic signals and control, asphalt paving, concrete paving, signages, sidewalks and ramps, landscaping).	\$352,314
Total**	\$2,019,241

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

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

The District may fund any portion of the costs of acquisition, design, construction, operation and maintenance of the Project, including permitting fees, architectural/engineering fees, financing costs and legal fees. Sales Tax and the Hotel Special Assessment revenues may be used to fund in part either direct costs of the Project or financing costs of the Project, or both.

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

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

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

The total estimated cost of the Project is approximately \$2,019,241. As stated above, Sales Tax and the Hotel Special Assessment revenues may be used to fund in part either direct costs of the Project or financing costs of the Project, or both, although it is anticipated that the District will issue obligations to finance the costs of the Project. It is anticipated that the Petitioners will advance costs of the Project and the District will reimburse the Petitioners for such costs.

E. Anticipated Schedule

Below is a summary of the improvements, activities and services to be provided over the five-year period beginning with the filing of the Amended Petition:

<u>Year</u>	<u>Improvements, Activities and Services</u>
2025	• File Amended Petition • District's Board of Directors Authorizes Imposition of Sales Tax and Hotel Special Assessment • District Provides Financing for a Portion of the Costs of the Project
2026	• District Provides Financing for a Portion of the Costs of the Project • District Provides for the collection of Sales Tax and Hotel Special Assessment • District provides for its On-Going Administration
2027	• District Provides Financing for a Portion of the Costs of the Project • District Provides for the collection of Sales Tax and Hotel Special Assessment • District provides for its On-Going Administration
2028	• District Provides Financing for a Portion of the Costs of the Project • District Provides for the collection of Sales Tax and Hotel Special Assessment • District provides for its On-Going Administration

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

2029	• District Provides Financing for a Portion of the Costs of the Project • District Provides for the collection of Sales Tax and Hotel Special Assessment • District provides for its On-Going Administration

EXHIBIT D

SPECIAL ASSESSMENT PETITION

TO: The Board of Directors of the Edison Community Improvement District (the "***District***")

FROM: (i) Owners of real property collectively owning more than 50% by assessed value of real property within the boundaries of the District; and (ii) More than 50% per capita of the owners of all real property within the boundaries of the district (the "***Petitioners***").

The District shall be authorized to levy special assessments against real property benefitted within the district for the purpose of providing revenue to assist in funding certain public improvements within the District, and for the operation, administration and maintenance of the District, as more particularly set forth in the Second Amended and Restated Petition for the Creation of Community Improvement District (the "***Petition***") signed by the Petitioners on August 13, 2025. The Hotel Special Assessment, if any, will be based upon the number of hotel rooms occupied per night in an amount determined by the proposed District's board of directors to be compliant with the requirements of the CID Act and other applicable law, and levied against applicable users of the District in an amount not to exceed, \$7.50 per occupied hotel room per night. Such authorization to levy the special assessment shall expire on the expiration of life of the District. The method for allocating Hotel Special Assessment may be any reasonable method which results in imposing assessments upon real property benefitted in relation to the benefit conferred upon each applicable user and the cost to provide such benefit, all as permitted under the CID Act

The tracts of land located in the District, which will receive special benefit from this service and/or projects, are:

<u>Location</u>	<u>Parcel Identification Number</u>
711 Kingsland Ave.	18J621308
717 Kingsland Ave.	18J621298

BY EXECUTING THIS PETITION, THE UNDERSIGNED REPRESENTS AND WARRANTS THAT (I) HE/SHE IS LEGALLY AUTHORIZED TO EXECUTE THIS PETITION ON BEHALF OF THE PROPERTY OWNER NAMED ABOVE, (II) THAT THE OWNER CONSENTS TO THE IMPOSITION OF THE SPECIAL ASSESSMENTS DESCRIBED HEREIN, AND (III) THAT THE FOREGOING METHOD RESULTS IN IMPOSING ASSESSMENTS UPON REAL PROPERTY BENEFITTED IN RELATION TO THE BENEFIT CONFERRED UPON EACH APPLICABLE USER AND THE COST TO PROVIDE SUCH BENEFIT.

NAME OF OWNER: DELMAR HARVARD LLC

TELEPHONE NUMBER: (314) 292-5317

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

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

TYPE OF ENTITY: Missouri Limited Liability Company

MAP: See Exhibit B

PARCEL IDENTIFICATION NUMBER: Parcel No. 18J621298

ASSESSED VALUE: \$412,930

By executing this Petition on this _____ day of _____ 2025, the undersigned represents and warrants that he or she is authorized to execute this Special Assessment Petition on behalf of the property owner named immediately above.

By: _____
Rodney H. Thomas, Principal

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

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

WITNESS my hand and official seal this ____ day of _____, 2025.

My Commission Expires: _____

NAME OF OWNER: LOOP LODGING OWNER LLC

TELEPHONE NUMBER: (314) 292-5317

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

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

TYPE OF ENTITY: Missouri Limited Liability Company

MAP: See Exhibit B

PARCEL IDENTIFICATION NUMBER: Parcel No. 18J621308

ASSESSED VALUE: \$320,260

By executing this Petition on this _____ day of _____ 2025, the undersigned represents and warrants that he or she is authorized to execute this Special Assessment Petition on behalf of the property owner named immediately above.

By: _____
Rodney H. Thomas, Principal

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

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

WITNESS my hand and official seal this ____ day of _____, 2025.

My Commission Expires: _____

EXHIBIT B

AMENDED DEVELOPMENT AGREEMENT

(On file in the office of the City Clerk)

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

among the

CITY OF UNIVERSITY CITY, MISSOURI,

LOOP LODGING OWNER, LLC,

and

711 AND 717 KINGSLAND COMMUNITY IMPROVEMENT DISTRICT

dated as of

_____ 1, 2025

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Exhibit C – Approved Site Plan
Exhibit D – Company’s Affidavit
Exhibit E – Certificate of Substantial Completion
Exhibit F – Certificate of Reimbursable CID Project Costs

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "*Agreement*") is made and entered into as of _____ 1, 2025, by and among the **CITY OF UNIVERSITY CITY, MISSOURI**, a home-rule city organized and existing under the laws of the State of Missouri and its charter (the "*City*"), **LOOP LODGING OWNER, LLC**, a Missouri limited liability company (the "*Company*"), and the **711 AND 717 KINGSLAND COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the "*CID*" and, collectively with the City and the Company, the "*Parties*").

RECITALS

A. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri (collectively, the "*Act*") and the City Charter, to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City deems advisable.

B. Pursuant to the Act, the City Council passed Ordinance No. 7351 on May 28, 2024 and Ordinance No. 7382 on May 27, 2025 (collectively, the "*Chapter 100 Ordinance*") approving a Plan for an Industrial Development Project relating to the construction of an approximately 108-room hotel (the "*Project Improvements*") located at 711 Kingsland Avenue in the City (as more fully described on **Exhibit A**, the "*Project Site*" and together with the Project Improvements, the "*Project*").

C. The Chapter 100 Ordinance also authorized the City to (1) issue its Taxable Industrial Revenue Bonds (711 Kingsland Avenue Project), Series 2025, in the maximum principal amount of \$26,000,000 (the "*Bonds*"), for the purpose of acquiring the Project Site and constructing the Project Improvements thereon, (2) enter into the Base Lease dated as of June 1, 2025 with the Company for the purpose of acquiring a leasehold interest in the Project, (3) acquire fee title to the Project upon completion of the Project Improvements, and (4) enter into the Lease Agreement dated as of June 1, 2025 for the purpose of leasing the Project Improvements back to the Company for rent sufficient to pay debt service on the Bonds. The City issued the Bonds on June 13, 2025.

D. To assist in funding portions of the Project, the Company petitioned the City for the creation of the CID, which boundaries consists of approximately 1.65 acres of land, located at 711 and 717 Kingsland Avenue in the City (as more fully described on **Exhibit B**, the "*CID Site*"), which petition was approved by the City Council's passage of Ordinance No. 7350 on May 28, 2024.

E. In connection with the Project, and as authorized by the Chapter 100 Ordinance, the City, the Company and the CID entered into that certain Development Agreement dated as of June 1, 2025 (the "*Original Agreement*").

F. On or about August _____ 2025, the Company submitted a Second Amended and Restated Petition for the Creation of a Community Improvement District (the "*Amended CID Petition*") to the City for the purposes of amending and restating the petition approved by Ordinance No. 7350.

G. The parties desire to amend and restate the Original Agreement, as provided herein, to reflect the provisions of the Amended CID Petition.

H. On _____, 2025, the City Council passed Ordinance No. _____ approving the Amended CID Petition and authorizing the execution of this Agreement.

I. On the _____, 2025, the CID's Board of Directors adopted Resolution No. _____ authorizing the CID to enter into this Agreement.

J. The Parties have determined that the implementation of the Project and the fulfillment generally of this Agreement are in the best interests of the City and the CID and in accord with the public purposes specified in the Plan and the public purposes for which the CID was created.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1. **Definitions.** In addition to the words and terms defined in the Recitals, the following words and terms shall have the following meanings:

"Abatement Compliance Manager" means the St. Louis County officer performing the duties as set forth herein on behalf of the St. Louis County Department of Revenue - Office of Compliance, or any successor thereto.

"Annual Operating Fund Deposit" means (a) for the Fiscal Year beginning July 1, 2024, the sum of \$15,000 and (b) for each subsequent Fiscal Year, an amount equal to 103% of the then-prior Fiscal Year's Annual Operating Fund Deposit. In addition, in the event the CID incurs and Extraordinary Expenses in a Fiscal Year, then the Board of Directors of the CID can increase the Annual Operating Fund Deposit by the estimated amount thereof.

"Approved Site Plan" means the detailed site plan attached hereto as **Exhibit C** and approved by the City pursuant to Ordinance No. 7190, as may be revised or amended from time to time in accordance with the Municipal Code.

"Assessor" means the Assessor of St. Louis County, Missouri.

"Bond Counsel" means Gilmore & Bell, P.C., St. Louis, Missouri, or an attorney at law or a firm of attorneys selected by the City of nationally recognized standing in matters pertaining to obligations issued by states and their political subdivisions.

"Bond Documents" means this Agreement and the trust indenture, leases, bond purchase agreement and other documents to be entered into in connection with the issuance of the Bonds.

"Bonds" means the City's Taxable Industrial Revenue Bonds (711 Kingsland Avenue Project), Series 2025, in the maximum principal amount of \$26,000,000, as authorized by the Chapter 100 Ordinance, the Plan and this Agreement.

"Certificate of Reimbursable CID Project Costs" means a Certificate of Reimbursable CID Project Costs in substantially the same form of **Exhibit F** attached hereto, to be delivered by the Company to the CID pursuant to **Section 5.3**.

"Certificate of Substantial Completion" means a Certificate of Substantial Completion in substantially the same form as **Exhibit E** attached hereto, to be delivered by the Company pursuant to **Section 3.7**.

"CID Act" means the Community Improvement District Act, Sections 67.1401 to 67.1576 of the Revised Statutes of Missouri.

"CID Operating Fund" means the fund of that name established by the CID pursuant to **Section 5.4**.

"CID Petition" means the Amended and Restated Petition for the Creation of a Community Improvement District, requesting the creation of the CID and approved by Ordinance No. 7350, as further amended and restated by the Second Amended and Restated Petition for the Creation of a Community Improvement District approved by Ordinance No. ____.

"CID Project" means the "Project" described in the CID Petition.

"CID Reimbursement Fund" means the fund of that name established by the CID pursuant to **Section 5.4**.

"CID Sales Tax" means the one percent (1%) community improvement district sales tax to be imposed by the CID pursuant to **Section 5.1**.

"CID Special Assessment" means the special assessment to be imposed by the CID pursuant to **Section 5.1**.

"City Attorney" means John F. Mulligan, Jr. or any other person or law firm appointed as the City Attorney pursuant to the Municipal Code.

"City Council" means the City Council of the City.

"City Issuance Fee" means the amount of \$100,000 paid to the City pursuant to **Section 2.1(a)** in consideration of the City's issuance of the Bonds.

"City Manager" means the person duly appointed as City Manager pursuant to the Municipal Code.

"Collector" means (a) the Collector of Revenue of St. Louis County, Missouri, or (b) if the Collector of Revenue of St. Louis County, Missouri, will not perform the responsibilities of the Collector hereunder, the City.

"Emergency Service District" means an ambulance district operating under Chapter 190, RSMo, a fire district operating under Chapter 321, or the County for emergency or dispatch services under Chapter 190 or 321, RSMo.

"Event of Default" means any Event of Default as provided in **Section 6.1**.

"Fiscal Year" means the CID's fiscal year, which, as of the date of this Agreement, is July 1 through June 30.

"Governmental Approvals" means all plat approvals, re-zoning or other zoning changes, planned unit development approvals, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals, or approvals required by the Municipal Code, any other applicable law or this Agreement for the completion of the Project and the issuance of the Bonds.

"Lease" means the Lease Agreement of even date herewith between the City and the Company, as may be amended from time to time.

"Municipal Code" means the University City Municipal Code, as may be amended from time to time.

"Project" shall have the meaning set forth in the recitals.

"Reimbursable CID Project Costs" means costs of the CID Project, in an amount not to exceed \$2,019,241 (plus interest), eligible to be reimbursed to the Company pursuant to the CID Act and this Agreement.

"Related Party" means (a) any party related to the Company or TriStar Real Estate LLC by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended, or (b) any party controlled by or under common control with the Company or TriStar Real Estate LLC.

"Transfer Date" means the date on which the Company or a Related Party transfers fee title of the Project to the City.

"State" means the State of Missouri.

"Work" means:

(a) construction of public improvements on and around the Project Site as follows:

(1) storm and sanitary sewers, stormwater control, detention facilities, fencing, sidewalks and other infrastructure improvements required to obtain all necessary approvals and permits,

(2) construction, reconstruction and/or relocation of other utilities; and

(3) any other work included in the CID Project; and

(b) construction of the Project Improvements, including an approximately 108-room hotel, as set forth on the Approved Site Plan.

ARTICLE II
PROJECT COSTS

2.1. Project Costs.

(a) *Issuance and Legal Costs.* The Company shall pay, prior to or simultaneously with the issuance of the Bonds and the execution of this Agreement, all (1) the City Issuance Fee, (2) other costs of issuance related to the Bonds, including, without limitation, City Attorney fees, Bond Counsel fees, and trustee fees, (3) all costs of the City Attorney, Bond Counsel and other third parties incurred by the City relating to the negotiation and execution of this Agreement and (4) all costs of the City Attorney, Bond Counsel and other third parties relating to the creation of the CID. In addition, the Company shall reimburse the City for any costs of the City Attorney, Bond Counsel and other third parties incurred by the City in connection with any, amendments to Bond Documents, the CID or estoppels or similar documents associated with refinancing the Project or the CID Project. The Parties acknowledge that the Bonds were issued on June 13, 2025 and that the City Issuance Fee was paid by the Company simultaneously with the issuance of the Bonds.

(b) *Construction Costs.* The Company shall be solely responsible for funding or obtaining financing to fund all costs of acquiring and constructing the Project, subject to reimbursement for Reimbursable CID Costs as provided in Article V.

(c) *No Waivers.* Nothing in this Agreement shall be construed to waive any application fee or other cost to the Company associated with any Governmental Approval required by the Municipal Code, including but not limited to application fees for zoning changes and building permits.

ARTICLE III
**OWNERSHIP OF THE PROJECT SITE; SCHEDULE;
CONSTRUCTION OF THE PROJECT; CITY APPROVALS**

3.1. Ownership of the Project Site. The Company represents that it owns and/or controls all of the real property included in the Project Site and required for construction of the Project and the CID Project.

3.2. Project Construction.

(a) The Company will substantially complete the Project Improvements and the CID Project by December 31, 2026, subject to **Section 3.8**. Substantial completion shall be determined by the City's acceptance or deemed acceptance of the Certificate of Substantial Completion pursuant to **Section 3.7**.

(b) Upon reasonable advance notice from the City, the Company and its project team shall meet with the Mayor, the City Manager and such other City staff and consultants as designated by the Mayor or the City Manager to review and discuss the design and construction of the Work to enable the City to monitor the status of construction and the aesthetics of the Work and to determine that the Work is being performed and completed in accordance with this Agreement and the Municipal Code.

(c) Construction of the Work shall be pursued in a good and workmanlike manner in accordance with the terms of this Agreement.

3.3. Construction Contracts; Insurance. All construction contracts for the Work entered into by or on behalf of the Company shall state that the contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the Work. The Company shall obtain or shall require any contractor to obtain workers' compensation, commercial public liability and builder's risk insurance coverage in the amounts required by the Bond Documents and shall deliver evidence of such insurance to the City in accordance with the provisions of the Bonds Documents. The Company shall require that such insurance be maintained by the contractors for the duration of the construction of the applicable portion of the Work.

3.4. Competitive Bids; Prevailing Wage; Federal Work Authorization .

(a) The Company shall comply with all federal, State and local laws relating to the construction of the Project, including, but not limited to, Section 107.170 of the Revised Statutes of Missouri and laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the Project or portions thereof.

(b) The Company will comply with and satisfy the requirements of Section 285.530.2 of the Revised Statutes of Missouri, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavit, in substantially the form attached as **Exhibit D**, and documentation to the City Manager or his designee on or before November 15 of each year during the term of this Agreement, beginning November 15, 2025.

3.5. Governmental Approvals. The Company shall obtain or cause to be obtained all necessary Governmental Approvals and shall be subject to all lawful inspections and perform such necessary acts as are required under the ordinances of the City. The City agrees to cooperate with the Company and to process and timely consider all complete applications for the Governmental Approvals as received, all in accordance with the Municipal Code and laws of the State; provided, however, that nothing herein contained shall be construed as the City's current approval of, or acquiescence to, any Governmental Approvals, the parties acknowledging that such matters can only be approved by the City in the proper exercise of its municipal functions through appropriate governmental procedures.

3.6. Approved Site Plan; Zoning. The Parties acknowledge that the Approved Site Plan has been approved by the City pursuant to Ordinance No. 7190. Notwithstanding the foregoing, the Company may make changes from time to time to the Approved Site Plan as permitted by the Municipal Code and request amendments to the Approved Site Plan by following the procedures required by the Municipal Code. The City agrees to cooperate with the Company and to process and timely consider all complete applications for the Governmental Approvals as received and in accordance with generally applicable City policies and procedures; provided, however, The City makes no representation that it will approve any requested amendment. The Parties agree that the Approved Site Plan, as may be amended from time to time, shall govern the ultimate design and construction of the Project.

3.7. Certificate of Substantial Completion.

(a) The Company shall furnish a Certificate of Substantial Completion, in substantially the form of **Exhibit E**, which is hereby incorporated by reference, to the City.

(b) The appropriate City official shall diligently process the submitted Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. The appropriate City official shall accept or reject the Certificate of Substantial Completion in writing within 45 days following delivery to the City. If the City has not accepted or rejected the Certificate of Substantial Completion within such 45-day period, the Certificate of Substantial Completion shall be deemed accepted by the City as of the expiration of such 45-day period. If the appropriate City official rejects the Certificate of Substantial Completion, such rejection shall specify in reasonable detail in what respects the Company has failed to complete the Work in reasonable accordance with the provisions of this Agreement, or in what respects the Company is otherwise in default, and what measures or acts the Company must take or perform, in the good faith opinion of such City official, to obtain such acceptance.

(c) The City may issue any and all appropriate certificates of occupancy in accordance with the Municipal Code, even if the City has not yet accepted the Certificate of Substantial Completion.

3.8 Excusable Delay. Notwithstanding anything to the contrary contained herein or in the Plan, the schedule for completion of the Project Improvements and the CID Project described in Section 3.2 and any other obligations herein shall be automatically extended by the number of days of delay caused by any force majeure or other actions or events beyond the control of the Company, including, without limitation, damage or destruction by fire or casualty, strike, lockout, civil disorder, war, restrictive government regulations, litigation, public health emergencies, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the construction and occupation of the Project or the CID Project (provided that reasonable efforts have been made to obtain said permits/authorizations and all conditions precedent to the issuance of said permits and/or authorizations have been met), shortage or delay in shipment of material or fuel, tariffs or embargoes, acts of God, unusually adverse weather or wet soil conditions, or other like causes beyond the Company's reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement or the Bond Documents (collectively, an "*Excusable Delay*"). The parties agree that as of the date of this Agreement, no known condition or event exists that would justify an Excusable Delay. Notwithstanding the foregoing, no Excusable Delay will be deemed to exist unless the Company notifies the City in writing of such Excusable Delay within 30 days after the commencement of the event causing such Excusable Delay (or within 30 days after the date that the Company should reasonably have determined that such event will cause such Excusable Delay). An Excusable Delay shall not include any condition or circumstance directly caused or extended by the Company or a Related Party, with the exception of any excusable delay under a construction contract with a Related Party. If unforeseen site conditions on the Project Site, such as unknown environmental contamination or geotechnical conditions not identified prior to the inception of the Project or the CID Project, cause significant delay in completing the Work, the deadlines provided in Section 3.2 shall be extended for that period of time which the Company can demonstrate to the reasonable satisfaction of the City Council to be necessary to remediate such conditions, but in no event shall the date for substantial completion in Section 3.2 be extended beyond December 31, 2027. If requested by the Company, the City shall acknowledge its receipt and approval of the Company's notice of Excusable Delay.

3.9. Hotel Restrictions. The Company, throughout the term of this Agreement, shall operate the hotel included in the Project as (a) a Tru by Hilton hotel or (b) another "midscale" or superior hotel, as determined by the "STR Chain Scales – North American and Caribbean" (which, as of the date of this Agreement, may be accessed at <https://hotelnewsnow.com/Media/Default/Images/chainscales.pdf>). Notwithstanding the foregoing, the City Manager may also approve specific hotels that are not listed in the "STR Chain Scales – North American and Caribbean" if he or she reasonably determines that the quality of the proposed hotel is similar to "midscale" or superior hotels.

ARTICLE IV

TAX ABATEMENT

4.1. Sales and Use Tax Exemption. The City will issue the Bonds and the City and the Company will enter into the Bonds Documents to facilitate a sales and use tax exemption on qualified building materials used to construct the Project Improvements. Simultaneously with the closing of the Bonds, the City will provide a project exemption certificate to the Company.

4.2. Partial Real Property Tax Abatement.

(a) In accordance with the provisions of the Act, the Plan and the Bond Documents, the City will issue the Bonds in connection with the development of the Project or separate portions thereof. Pursuant to the Bond Documents, fee title to the Project will be deeded to the City on the Transfer Date. The City expects the Project will be exempt from ad valorem real property taxes so long as the City owns title thereto.

(b) Following the Transfer Date, the Assessor will, until this Agreement is terminated, determine an assessed valuation with respect to the applicable portion of the Project in accordance with Article X, Section 4(b) of the Missouri Constitution and Section 137.115 of the Revised Statutes of Missouri, as if title to the Project were in the name of the Company and not the City. Such assessment shall be performed as of January 1 of each year. To facilitate the assessment, the Company agrees to provide to the Assessor such information as the Assessor may reasonably require to complete the assessment of the Project.

(c) The Assessor shall notify the Company of the assessed valuation in writing. The Company shall notify the City, the Assessor and the Abatement Compliance Manager if the Company has not received such notice by July 1.

(d) On or about the same date on which the Collector notifies taxpayers of taxes due under Missouri law, the Collector shall notify the Company of the amount of PILOT Payments due hereunder. The amount of PILOT Payments due for each year shall be as follows:

(1) For the calendar year in which a Certificate of Substantial Completion is approved or deemed approved pursuant to **Section 3.7**, PILOT Payments shall equal 100% of the ad valorem real property taxes that would otherwise be due, but for the City's ownership of the Project.

(2) For the subsequent 10 years (i.e., years 1-10 of the abatement period), PILOT Payments shall equal the amount of real property taxes that would be due on the Project, but for the City's ownership, based on the then-current real property tax rate applicable to the Project Site and an assessed value of \$321,790 (i.e., the assessed value of the Project Site prior to construction of the Project). For avoidance of doubt, if the Transfer Date occurs in the calendar year after a

Certificate of Substantial Completion is approved or deemed approved pursuant to Section 3.7, then the abatement period will commence in such year.

(3) For the subsequent 5 years (i.e., years 11-15 of the abatement period), PILOT Payments shall equal the amount of real property taxes that would be due on the Project, but for the City's ownership, based on

(A) the then-current real property tax rate applicable to the Project Site and an assessed value of \$321,790, plus

(B) the then-current real property tax rate applicable to the Project Site and an assessed value based on 75% of the difference between Assessor's then-current appraised value of the Project and \$321,790. *For example, if the Assessor's assessed value is \$3,000,000, the PILOT Payment would be determined by the following formula: (Current Tax Rate * \$321,790) + (Current Tax Rate * (\$3,000,000 - \$321,790) * 75%).*

The PILOT Payments calculated above shall be in addition to any payments owed to an Emergency Service District under Section 100.050.4, RSMo. The Parties acknowledge that there are no applicable Emergency Service Districts under Section 100.050.4, RSMo. as of the date of this Agreement.

(e) Each PILOT Payment shall be payable to the Collector. The Company covenants and agrees to make such PILOT Payments on or before December 31 of each year during the term of this Agreement. The Company's failure to receive notices under (c) or (d) of this Section does not relieve the Company of its obligation to make the applicable PILOT Payments by December 31 as provided herein.

(f) Within 30 days after receipt of each PILOT Payment, the Collector shall, after deducting its customary fee for collection thereof, divide each PILOT Payment among the taxing jurisdictions in proportion to the amount of the then-current ad valorem tax levy of each taxing jurisdiction.

(g) The Company shall purchase the Project pursuant to Section 11.4 of the Lease no later than December 31 of the 15th year under subsection (d)(3) above.

(h) If title to the Project or the applicable portion thereof is not conveyed by the City to the Company before January 1 following the earlier of (1) the expiration of the term of this Agreement or (2) the date determined in accordance with paragraph (g) above, then on December 31 of such year and each year thereafter until title to the Project is transferred to the Company, the Company shall pay to the Collector a PILOT Payment equal to 100% of the real property taxes that would otherwise be due, but for the City's ownership of the Project.

(i) The property tax exemption provided by the City's ownership of the Project is expected to apply to all interests in the Project during the period it is owned by the City. If any ad valorem real property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project while the City owns the Project (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease or any ad valorem taxes levied by any Emergency Service Districts), the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement shall be reduced by the amount of ad valorem tax payments paid by the Company and received by the Collector with respect to the Project. The Company shall be responsible for any taxes related to any interest in the Project that the Company owns in its own name or granted to the Company other than pursuant to the Lease. Notwithstanding the foregoing, there shall be no reduction in PILOT Payments for any sales taxes imposed by any governmental

authority, including the Missouri Department of Revenue, in connection with the Company's acquisition of construction materials for real property improvements or equipment at the Project Site.

(j) If the Company exercises its option to purchase the Project pursuant to **Section 11.1** of the Lease before the Collector notifies the Company of the annual PILOT Payment due under this Agreement, the Company shall pay to the City an amount equal to 100% of the ad valorem real property taxes that would have been payable to each taxing jurisdiction, but for the City's ownership of the Project, for the preceding calendar year (the "*Escrowed Amount*"). Once the Collector notifies the Company of the PILOT Payment due under this Section for the calendar year in which the Company purchases the Project, the Company will forward the Collector's notification to the City, and the City will use the Escrowed Amount to pay the PILOT Payment to the Collector and refund the remaining amount, if any, to the Company.

(k) If the Company exercises its option to purchase the Project pursuant to **Section 11.1** of the Lease after receiving notification of the PILOT Payment due under this Agreement for the calendar year in which the Company purchases the Project, the Company shall pay that amount to the Collector (to be distributed as provided in herein) prior to closing on the purchase of the Project.

4.3. No Abatement on Special Assessments, Personal Property Taxes, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments or ad valorem personal property taxes and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company (and subsequent owners of the Project or portions thereof) will make payments with respect to all special assessments, personal property taxes, licenses and fees that would otherwise be due with respect to the Project or portions thereof if such Project or portions thereof were not owned by the City.

4.4. Company's Right to Protest Taxes. No provision of this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest in the name of the City and/or the Company, as appropriate, any property tax valuation, assessment or classification of the Project, but solely at the Company's expense.

ARTICLE V COMMUNITY IMPROVEMENT DISTRICT

5.1 CID Revenues.

(a) The CID shall submit a ballot proposition to the CID's qualified voters (as defined in the CID Act) authorizing the imposition of the CID Sales Tax.

(b) Upon approval by the qualified voters of the CID, the CID shall promptly notify the Missouri Department of Revenue of the imposition of the CID Sales Tax.

(c) The Developer shall use commercially reasonable efforts to cause the CID to adopt the CID Special Assessment (in an amount determined by the Board in its discretion) by filing a petition with the CID in accordance with Section 67.1521 of the CID Act.

5.3 Approval of Reimbursable CID Project Costs. From time to time, the Company may submit Certificates of Reimbursable CID Project Costs in substantially the form of **Exhibit F** attached

hereto to the CID, evidencing costs incurred by the Company in the construction of the CID Project. The CID shall review each Certificate of Reimbursable CID Project Costs and provide written objections, if any, to the Company within 30 days from receipt thereof. If any objections are provided, the Company shall cure such objections and resubmit the Certificate of Reimbursable CID Project Costs. If no objections are provided within 30 days of receipt, the Certificate of Reimbursable CID Project Costs shall be deemed approved by the CID on the 31st day following receipt (unless affirmatively approved by the CID before such date).

5.4 Application of CID Revenues.

(a) The CID shall establish the CID Operating Fund and the CID Reimbursement Fund. All CID Sales Tax revenues and CID Special Assessment revenues received by the CID in each Fiscal Year shall be deposited as follows:

(1) First, CID Sales Tax revenues and CID Special Assessment revenues up to the applicable Annual Operating Fund Deposit shall be deposited into the CID Operating Fund; and

(2) Second, all remaining CID Sales Tax revenues and CID Special Assessment revenues shall be deposited into the CID Reimbursement Fund.

(b) The CID shall use money deposited into the CID Operating Fund to pay the costs of (i) administering and operating the CID, (ii) any extraordinary costs related to litigation, indemnification obligations, enforcement actions, or audits incurred by the CID pursuant to its obligations and duties under the CID Act and this Agreement ("*Extraordinary Expenses*"), or (iii) and any other expenses approved by the CID's Board of Directors (including, without limitation, transferring any moneys not needed for the administration and operation of the CID to the CID Reimbursement Fund).

(c) The CID shall use money deposited into the CID Reimbursement Fund to reimburse the Company for the Reimbursable CID Project Costs identified in all approved or deemed approved Certificates of Reimbursable CID Project Costs. The CID shall, subject to annual appropriation, make payments to the Company from the CID Reimbursement Fund on each January 1, April 1, July 1 and October 1 (or if such date is not a business day, the next business day thereafter) (each, a "Payment Date"), to the extent (1) the CID has money in the CID Reimbursement Fund and (2) the Company has not yet been reimbursed by the CID for the Reimbursable CID Project Costs identified in all approved or deemed approved Certificates of Reimbursable CID Project Costs. All Reimbursable CID Project Costs that have not been reimbursed to the Company shall accrue interest at the rate of 6.5%, calculated using the 30/360 method and all unpaid interest shall compound on each Payment Date.

(d) Notwithstanding anything to the contrary contained herein, the CID may, in lieu of the payments described in (c) above and following approval or deemed approval of the Certificate of Substantial Completion, issue notes, bonds or other obligations and use the proceeds thereof to reimburse the Company for the Reimbursable CID Project Costs identified in the all approved or deemed approved Certificates of Reimbursable CID Project Costs (provided, however, the CID may not issue any tax-exempt notes, bonds or other obligations without the written permission of the City Manager, not be unreasonably withheld).

(e) The Company shall have the right to assign or pledge its right to receive reimbursement for the Reimbursable CID Project Costs identified in all approved or deemed approved Certificates of Reimbursable CID Project Costs by providing written notice to the CID and the City of any such assignment or pledge.

5.5 CID Governance.

(a) The Company, the City and any successor in title to the Project, in their role as an entity that can designate authorized representatives to serve on the CID's Board of Directors, shall cause the CID to be governed in accordance with the CID Act, the CID Petition and all other applicable laws. In furtherance for the foregoing, the Parties agree that the CID Board of Directors shall, at all times, consist of three persons designated by the Company and two persons designated by the City Manager.

(b) The CID shall engage a qualified CID administrator and/or qualified legal counsel to assist in managing the operations of the CID and ensuring compliance with applicable laws.

ARTICLE VI

EVENTS OF DEFAULT; REMEDIES

6.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) any Party fails to perform any of its material obligations hereunder for a period of 30 days (or such longer period as the City and the Company may agree in writing) following written notice to the defaulting party of such failure, or if such failure is not subject to cure within such 30 days after such notice, the defaulting party fails to initiate action to cure the default within such 30 days after such notice is given and fails to pursue such action diligently; or

(b) any representation of any Party contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days (or such longer period as the City, the CID and the Company may agree in writing) following written notice to the defaulting party specifying the false or erroneous representation and requiring it to be remedied, or if such matter is not subject to cure within such 30 days after such notice, the defaulting party fails to initiate action to cure the default within such 30 days after such notice is given and fails to pursue such action diligently.

6.2. Remedies on Default. Any Event of Default referred to in Section 6.1 caused by the action or inaction of the Company shall also constitute an Event of Default under the Bond Documents, affording the City the remedies specified therein, to the extent permitted by State law.

6.3. Remedies. Upon the occurrence of an Event of Default, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default, including, but not limited to proceedings to compel specific performance by the defaulting party or, if prior to the acceptance or deemed acceptance of the Certificate of Substantial Completion, terminate this Agreement.

ARTICLE VII

GENERAL PROVISIONS

7.1. Term of Agreement. This Agreement shall become effective upon execution by the parties hereto and shall terminate upon the later of:

(a) earliest to occur of the following:

- (i) the termination of this Agreement pursuant to **Section 6.3**; or
 - (ii) the payment in full of the Bonds (or any bonds issued to refund the Bonds); and the payment of all amounts due under this Agreement, including, without limitation, payments of Reimbursable CID Project Costs under **Article V**, or any other Bond Documents; and
- (b) The expiration or dissolution of the CID.

No termination of this Agreement shall affect the obligation of the CID to comply with its obligations under **Article V**, and such obligations shall survive any such termination.

7.2. Successors and Assigns.

(a) The Company shall not assign its interest in this Agreement prior to the City's acceptance or deemed acceptance of the Certificate of Substantial Completion without the consent of the City and the CID unless such assignment is to a Related Party or made as part of a collateral assignment in connection with the financing or refinancing of the Project. Notwithstanding the foregoing, the City and the CID shall not withhold their respective consents if it is reasonably satisfied that the proposed assignee has significant experience developing hotel projects and has the financial ability to complete the Project.

(b) The Company shall, immediately upon the consummation of any assignment of its interests in this Agreement, provide the City and the CID with a copy of the assignment and assumption agreement between the Company and the assignee.

7.3. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when mailed by registered or certified mail, postage prepaid, delivered personally, or sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

- (a) If to the City:

City of University City, Missouri
6801 Delmar Boulevard
University City, Missouri 63130
Attn: City Manager

with a copy to:

John F. Mulligan, Jr.
Attorney at Law
6 Carrswold
Clayton, Missouri 63105

- (b) If to the Company:

Loop Lodging Owner, LLC
c/o TriStar Real Estate LLC

12647 Olive Boulevard, Suite 510
St. Louis, Missouri 63141

with a copy to:

Spencer Fane LLP
1 N. Brentwood Boulevard, Suite 1200
St. Louis, Missouri 63105
Attn: Brad Cytron, Esq.

(c) If to the CID:

711 and 717 Kingsland Community Improvement District
c/o TriStar Real Estate LLC
12647 Olive Boulevard, Suite 510
St. Louis, Missouri 63141

with a copy to:

Spencer Fane LLP
1 N. Brentwood Boulevard, Suite 1200
St. Louis, Missouri 63105
Attn: Brad Cytron, Esq.

The City, the Company and the CID may from time to time designate, by notice given hereunder to the other party, such other address to which subsequent notices, certificates or other communications shall be sent. Attorneys for a party may give notice on behalf of their client.

7.4. Contractual Liability Insurance Requirements. The Company shall maintain contractual liability insurance covering the Company's indemnification obligations under **Section 7.5**. The contractual liability insurance shall be placed with insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of not less than "A-" or the equivalent thereof as may be selected by the Company, provided, the City Attorney must be reasonably satisfied that this Agreement is an "insured contract" (or equivalent terminology) under the policy or policies obtained by the Company. The Company shall provide the City with copies of such insurance policy and a current certificate of insurance to evidence the current effectiveness of such insurance coverage upon the execution of this Agreement and from time to time thereafter upon written request of the City. If requested by the City Attorney, the Company shall cause the City to be named as an additional insured under the contractual liability insurance coverage required by this subsection.

7.5. Release and Indemnification.

(a) The indemnification and covenants contained in this Section shall survive expiration or earlier termination of this Agreement.

(b) The Company hereby agrees that, anything to the contrary herein notwithstanding, it will defend, indemnify and hold harmless the City, the CID and their respective governing body members, employees, attorneys and agents against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including reasonable attorneys' fees and court costs) from third party claims resulting from, arising out of, or in any way connected with (1) the Company's breach (beyond

any applicable notice and opportunity to cure) of this Agreement or the Bond Documents, (2) the negligence or intentional misconduct of the Company or an affiliate thereof or its respective employees and agents, (3) the presence of hazardous wastes, hazardous materials or other environmental contaminants on the Project Site, except to the extent the same are released or introduced by the City, (4) any loss or damage to property or any injury to or death of any person occurring in or about the Project Site in connection with any activities, acts or omissions of the Company or a Related Party or any of its respective contractors, agents or employees, or (5) otherwise arising out of the adoption or administration of this Agreement, the Bond Documents or the construction of the Project. In the event that the validity or construction of the Act and/or any other ordinance of the City or resolution of the CID adopted in connection with this Agreement or the Bond Documents or affecting the Project are contested in court, the City shall be defended, held harmless and indemnified by the Company from and against all claims, demands and/or liabilities of any kind whatsoever including, without limitation, any claim for reasonable attorneys' fees and court costs, and the Company shall pay any monetary judgment and all court costs rendered against the City or the CID, if any.

(c) Notwithstanding anything herein to the contrary, the City, the CID and their respective governing body, employees, attorneys and agents shall not be liable to the Company for damages or otherwise in the event that all or any part of the Act and/or any other ordinance of the City or resolution of the CID adopted in connection with this Agreement, the Bond Documents or the Project is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction.

(d) Notwithstanding the foregoing terms of this Section, the Company shall have no obligation (1) to defend, hold harmless or indemnify the City with respect to any matter or expense resulting from or arising out of the negligence or willful misconduct of the City or (2) to defend, hold harmless or indemnify the CID with respect to any matter or expense resulting from or arising out of the negligence or willful misconduct of the CID.

(e) All covenants, stipulations, promises, agreements and obligations of the City and the CID contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City or the CID, as applicable, and not of any of the City's or the CID's governing body members, employees, attorneys or agents in their individual capacities.

7.6. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State for all purposes and intents. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this Agreement consent to the jurisdiction and venue of such court.

7.7. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

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

7.9. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity.

7.10. No Third Party Beneficiaries. This Agreement constitutes a contract solely between the City and the Company. No third party has any beneficial interest in or derived from this Agreement.

7.11. City Consent. Pursuant to the Ordinance, the City Manager is authorized to execute all documents on behalf of the City (including, without limitation, documents relating to the financing or refinancing of the Project by the Company) as may be required to carry out and comply with the intent of this Agreement and the Bond Documents. The City Manager is also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to this Agreement, the Bonds, and the Bond Documents as may be requested during the term hereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of any leasehold interests set forth in the Bond Documents, alter the sales and use tax exemption described in Section 4.1, or waive an Event of Default or materially change the nature of the transactions contemplated by this Agreement and the Bond Documents unless otherwise approved by the City Council.

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES

8.1. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof:

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation.* To the City's knowledge, no litigation, proceedings or investigations are pending or threatened against the City with respect to the Project or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of the Bonds or this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of, the terms and provisions of this Agreement.

(c) *No Default.* No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

(d) *Compliance with Laws.* The City has, to date, complied with the procedural and other requirements concerning the Governmental Approvals granted in connection with the development of the Project, the approval of this Agreement and the issuance of the Bonds.

8.2. Representations of the Company. The Company makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not constitute a default under any of the foregoing.

(b) *No Litigation.* To the Company's knowledge, no litigation, proceedings or investigations are pending or threatened against the Company with respect to the Project or this Agreement. In addition, to the Company's knowledge, no litigation, proceedings or investigations are pending or threatened against the Company seeking to restrain, enjoin or in any way limit the approval or execution and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Company to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Company of, the terms and provisions of this Agreement.

(c) *No Default.* No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the Company under this Agreement, or any other material agreement or material instrument related to the Company's ability to perform pursuant to this Agreement to which the Company is a party or by which the Company is bound.

(d) *Compliance with Laws.* With respect to its ability to perform pursuant to this Agreement, the Company is, to its knowledge, in material compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business and operations as contemplated by this Agreement.

(e) *Accuracy of Project Data.* The Company has provided certain financial and other information regarding the Project (the "Project Data") to the City. The parties agree that project costs, estimated tax revenues and other financial information included within the Project Data may change as the Project evolves from concept to completion, and such changes may be material. Nevertheless, the Company represents that (1) the most recently supplied Project Data was, to the Company's knowledge, developed and provided in good faith and (2) to the Company's knowledge, the Approved Site Plan set forth on Exhibit C is a good faith representation of the uses that the Company will endeavor to locate on the Project Site.

(f) *Anti-Discrimination Against Israel Act.* Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Company certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from (1) the State of Israel, (2) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (3) persons or entities doing business in the State of Israel.

8.3. Representations of the CID. The CID makes the following representations and warranties, which are true and correct on the date hereof:

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation.* To the CID's knowledge, no litigation, proceedings or investigations are pending or threatened against the CID with respect to the Project or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the

knowledge of the CID, threatened against the CID seeking to restrain, enjoin or in any way limit the approval of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the CID to enter into and carry out the transactions involving the CID described in or contemplated by the execution, delivery, validity or performance by the CID of, the terms and provisions of this Agreement.

(c) *No Default.* No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the CID under this Agreement.

(d) *Compliance with Laws.* The CID has, to date, complied with the procedural and other requirements concerning the Governmental Approvals granted in connection with the development of the Project and the approval of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City, the CID and the Company have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed hereto and attested, as of the date first above written.

CITY OF UNIVERSITY CITY, MISSOURI

(SEAL)

Attest:

By: _____
Gregory Rose, City Manager

LaRette Reese, City Clerk

LOOP LODGING OWNER, LLC
a Missouri limited liability company

By: Financial Processing Services, LLC,
its Manager

By: _____
Rod Thomas, Manager

**711 AND 717 KINGSLAND COMMUNITY
IMPROVEMENT DISTRICT**

By: _____, Chairman

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT SITE

The land situated in the County of St. Louis, State of Missouri, and described as follows:

LOT 1 OF KINGSLAND PLAZA, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 370, PAGE 378, OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS.

EXHIBIT B

LEGAL DESCRIPTION OF CID SITE

LOT 1 OF KINGSLAND PLAZA, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 370, PAGE 378, OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS.

AND

LOT 2 OF KINGSLAND PLAZA, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 370, PAGE 378, OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS.

AND

THAT PORTION OF THE KINGSLAND AVENUE RIGHT-OF-WAY ADJACENT TO THE DISTRICT, INCLUDING THE INTERSECTION AT LOOP NORTH.

SGT. MIKE KING DR (EOW)

EXISTING BUILDING

PROPOSED HOTEL

KINGSLAND AVENUE (EOW)

1ST ST

TRU HOTEL DEVELOPMENT

EXHIBIT D
COMPANY'S AFFIDAVIT

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

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized officer of Loop Lodging Owner, LLC, a Missouri limited liability company (the "*Company*"), and am authorized by the Company to attest to the matters set forth herein.

I hereby affirm the Company's enrollment and participation in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri.

The Company does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri.

Further Affiant Sayeth Not.

LOOP LODGING OWNER, LLC
a Missouri limited liability company

By: Financial Processing Services, LLC,
 its Manager

By: _____
 Rod Thomas, Manager

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires on: _____

EXHIBIT E

CERTIFICATE OF SUBSTANTIAL COMPLETION

LOOP LODGING OWNER, LLC (the "Company"), pursuant to that certain Amended and Restated Development Agreement dated as of _____ 1, 2025, among the City of University City, Missouri (the "City"), the Company and the 711 and 717 Kingsland Community Improvement District (the "Agreement"), hereby certifies to the City as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Agreement.

2. That as of _____, 20____, the Work has been substantially completed in accordance with the Agreement and all applicable Governmental Approvals.

3. The Completed Project Improvements have been completed in a workmanlike manner and in accordance with (a) the plans and permits approved by the City and (b) the applicable zoning and other ordinances that govern the construction of the Project.

4. Lien waivers for the Completed Project Improvements have been obtained.

5. This Certificate of Substantial Completion is accompanied by the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that the Completed Project Improvements have been substantially completed in accordance with the Agreement and the Bond Documents.

6. This Certificate of Substantial Completion is being issued by the Company to the City in accordance with the Agreement to evidence the satisfaction of all obligations and covenants of the Company under the Agreement and the Bond Documents with respect to the construction of the Completed Project Improvements.

7. The City's acceptance (below) in writing to this Certificate of Substantial Completion shall evidence the satisfaction of all obligations and covenants of the Company under the Agreement and the Bond Documents with respect to the construction of the Completed Project Improvements.

This Certificate of Substantial Completion is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. All certifications or statements made or set forth in this Certificate of Substantial Completion are made solely for the benefit of the City and shall not be relied upon or used for any purpose by any third party in any proceeding, claim or contest of any kind, nature or character.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20____.

LOOP LODGING OWNER, LLC
a Missouri limited liability company

By: Financial Processing Services, LLC,
its Manager

By: _____
Rod Thomas, Manager

ACCEPTED:

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
Name: _____
Title: _____

(Insert Notary Form(s) and Legal Description)

EXHIBIT F

CERTIFICATE OF REIMBURSABLE CID PROJECT COSTS

CERTIFICATE OF REIMBURSABLE CID PROJECT COSTS

TO: 711 and 717 Kingsland Community Improvement District
c/o TriStar Real Estate LLC
12647 Olive Boulevard, Suite 510
St. Louis, Missouri 63141

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Amended and Restated Development Agreement dated as of _____ 1, 2025 (the "*Agreement*") among the City of University City, Missouri (the "*City*"), Loop Lodging Owner, LLC (the "*Company*") and the 711 and 717 Kingsland Community Improvement District (the "*CID*"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Reimbursable CID Project Cost that was incurred in connection with the completion of the CID Project.
2. These Reimbursable CID Project Costs have been paid by the Company and are reimbursable under the CID Act, the CID Petition and the Agreement.
3. There has not been filed with or served upon the CID any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
4. All necessary permits and approvals required for the CID Project are in full force and effect.
5. If any cost item to be reimbursed under this Certificate is deemed not to be eligible to be reimbursed by the CID, the Company shall have the right to substitute other Reimbursable CID Project Costs for payment hereunder.
6. The Company is not in default or breach of any term or condition of the Agreement.

Dated this _____ day of _____, 20____.

LOOP LODGING OWNER, LLC
a Missouri limited liability company

By: Financial Processing Services, LLC,
its Manager

By: _____
Rod Thomas, Manager

Approved for Payment this _____ day of _____, 20____:

**711 and 717 KINGSLAND COMMUNITY IMPROVEMENT
DISTRICT**

By: _____
[Name], [Title]

SCHEDULE 1
TO CERTIFICATE OF REIMBURSABLE CID PROJECT COST

EXHIBIT C

FIRST AMENDMENT TO INDENTURE

(On file in the office of the City Clerk)

FIRST AMENDMENT TO TRUST INDENTURE

THIS FIRST AMENDMENT TO TRUST INDENTURE, dated as of _____ 1, 2025 (this "First Amendment to Indenture"), between the **CITY OF UNIVERSITY CITY, MISSOURI**, a home-rule charter city organized and existing under the laws of the State of Missouri and its charter, and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in St. Louis, Missouri, as Trustee (the "Trustee");

RECITALS:

A. The City and the Trustee are parties to a Trust Indenture dated as of June 1, 2015 (the "Original Indenture") relating to the City's Taxable Industrial Revenue Bonds (711 Kingsland Avenue Project), Series 2025 issued in the aggregate maximum principal amount of \$26,000,000 (the "Bonds"). The Bonds were issued on June 13, 2025.

B. Simultaneously with the execution of the Original Indenture, the City, Loop Lodging Owner, LLC and the 711 and 717 Kingsland Community Improvement District entered into a Development Agreement (the "Original Development Agreement") relating to the "Project" defined in the Original Indenture.

C. On _____, 2025, the City Council passed Ordinance No. _____ approving, among other things, an Amended and Restated Development Agreement and this First Amendment to Indenture.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Trustee do hereby represent, covenant and agree as follows:

1. Definitions.

(a) Capitalized terms not otherwise defined herein or amended hereby shall have the meanings set forth in the Original Indenture.

(b) The definition of "Development Agreement" in Section 101 of the Original Indenture is hereby deleted and replaced with the following:

"Development Agreement" means the Amended and Restated Development Agreement dated as of _____ 1, 2025 among the City, the Company and the 711 and 717 Kingsland Community Improvement District, as may be further amended or supplemented from time to time.

2. **Waiver of Notice and Opinions.** As directed by the Company in the acknowledgement attached hereto, as Owner of 100% of the Outstanding Bonds, the Trustee hereby waives any rights to prior notice or receipt of opinions in connection with the execution of this First Amendment to Indenture.

3. **Counterparts.** This First Amendment to Indenture may be executed in multiple counterparts.

4. Applicability of Original Indenture. Except as expressly modified hereby, all other terms and conditions of the Original Indenture shall remain unaltered and in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City of University City, Missouri, has caused this First Amendment to Indenture to be signed in its name and behalf by its City Manager and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused this First Amendment to Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
Gregory Rose, City Manager

[SEAL]

ATTEST:

By: _____
LaRette Reese, City Clerk

UMB BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

This First Amendment to Indenture is hereby acknowledged and consented to by the Company, as Owner of 100% of the Outstanding Bonds, as of the date first written above. The Company hereby waives any prior notice requirement in connection with the execution of this First Amendment to Indenture and further directs the Trustee to waive any rights to prior notice or receipt of opinions in connection with the execution of this First Amendment to Indenture.

LOOP LODGING OWNER, LLC

By: _____
Name: _____
Title: _____

[First Amendment to Indenture]