

**CITY OF FENTON, MISSOURI  
AGENDA  
SPECIAL MEETING OF THE BOARD OF ALDERMEN  
THURSDAY, MAY 5, 2016  
6:45 P.M.**

**Posted at Fenton City Hall, Friday, April 29, 2016**

Notice is hereby given that the City of Fenton will hold a Special Meeting of the Board of Aldermen on Thursday, May 5, 2016 at 6:45 p.m. at Fenton City Hall, 625 New Smizer Mill Road, Fenton, Missouri.

**This Special Meeting is being called for:**

- **ORD. APPROVING A FIRST AMENDMENT TO THE AGREEMENT WITH BATES ELECTRIC, INC. FOR RESTORATION OF ELECTRIC SERVICES FOR PARKS AND RECREATION DUE TO FLOOD DAMAGE AND APPROVING EMERGENCY SERVICES RENDERED.**

Representatives of the news media may obtain copies of this notice by contacting:

Diane S. Monteleone, MMC/MPCC  
City Clerk/Manager  
City of Fenton  
625 New Smizer Mill Road  
Fenton, MO 63026 (636-343-2080)

## **St. Louis County TIF Commission Update:**

At the Special Meeting of the Board of Aldermen held on Thursday, April 7, 2016 at 6:30 p.m., the Board approved the names of Steven Campbell, Philip D. Carlock and Rick Mayhew to be submitted to St. Louis County for inclusion on the ballot for consideration by the cities in the County which have TIF Districts for appointment to the St. Louis County TIF Commission for the redevelopment of 1050 Dodge Drive, also known as the former Chrysler Property.

**CITY OF FENTON, MISSOURI**  
**AGENDA**  
**SPECIAL MEETING OF THE BOARD OF ALDERMEN**  
**THURSDAY, APRIL 7, 2016**  
**6:30 P.M.**

**Posted at Fenton City Hall, Thursday, March 17, 2016**

Notice is hereby given that the City of Fenton will hold a Special Meeting of the Board of Aldermen on Thursday, April 7, 2016 at 6:30 p.m. at Fenton City Hall, 625 New Smizer Mill Road, Fenton, Missouri.

**This Special Meeting is being called for:**

- **DISCUSSION AND SELECTION OF THREE (3) PERSONS TO BE INCLUDED ON THE BALLOT FOR CONSIDERATION BY THE CITIES IN THE COUNTY WHICH HAVE TIF DISTRICTS FOR APPOINTMENT TO THE ST. LOUIS COUNTY TIF COMMISSION FOR THE REDEVELOPMENT OF 1050 DODGE DRIVE, ALSO KNOWN AS THE FORMER CHRYSLER PROPERTY.**

Representatives of the news media may obtain copies of this notice by contacting:

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City Clerk/Manager  
City of Fenton  
625 New Smizer Mill Road  
Fenton, MO 63026 (636-343-2080)

If there are any changes to the meeting, we will update the website as soon as possible. Please visit:  
[www.fentonmo.org](http://www.fentonmo.org)

## **St. Louis County TIF Commission Update:**

According to St. Louis County, Deputy Chief Lou Hecht of the Fenton Fire Protection District will serve as the "other affected taxing districts" member of the TIF Commission for the Chrysler site.

## **St. Louis County TIF Commission Update:**

On February 23, 2016, St. Louis County approved Resolution No. 3 authorizing a request for redevelopment proposals and convening the Tax Increment Financing Commission of St. Louis County, Missouri in connection with the redevelopment of the site of the former Chrysler Automobile Assembly Plant in the City of Fenton.

1st Reading: February 11, 2016  
2nd Reading: March 10, 2016

SPONSOR: VOYLES

ORDINANCE NO. 3572

BILL NO. 16-06

**AN ORDINANCE APPROVING A CERTAIN CONSENT AND COOPERATION AGREEMENT; AND GRANTING PERMISSION TO THE COUNTY OF ST. LOUIS TO IMPLEMENT A TAX INCREMENT FINANCING PROJECT WITHIN THE BOUNDARIES OF THE CITY OF FENTON, A MUNICIPALITY WITHIN ST. LOUIS COUNTY, FOR THE REDEVELOPMENT OF 1050 DODGE DRIVE, ALSO KNOWN AS THE FORMER CHRYSLER PROPERTY, SUBJECT TO THE TERMS AND CONDITIONS OF THE COOPERATION AGREEMENT.**

**WHEREAS**, Fenton Land Investors, LLC (“Developer”) is the developer and owner of 1050 Dodge Drive, also known as the former Chrysler property (the “Property”), and wishes to redevelop the 280-acre Property into a high quality industrial/business development which is expected to include a mix of retail, office, and industrial uses consistent with City zoning requirements (the “Project”); and

**WHEREAS**, the Project is expected to include the construction of new streets/roadways to serve the area (requiring heavy duty street design to handle the large number of trucks and expected carrying capacity), new utilities throughout the Property, and extensive demolition of the remaining building slabs (which cover approximately 3,300,000 sq. ft. of the Property and range from 10 to 42 inches in thickness), footings, abandoned parking lot/paved areas (which cover over 4,400,000 sq. ft. of the Property and range from 4 to 6 inches in thickness), abandoned sub terrain infrastructure, and utilities as necessary to develop the Property; and

**WHEREAS**, the Developer desires to avail itself of tax increment financing (“TIF”) and other various financing tools and sources to defray the high costs of redeveloping the Property and, because of the regional benefit, character, and effect of the Project, the Board of Aldermen has determined that it is in the best interest of the City and its citizens that the County of St. Louis (the “County”) consider undertaking and implementing a TIF Project for the Property but only under certain conditions and subject to certain requirements set forth in that certain Consent and Cooperation Agreement attached as Exhibit A to and incorporated by reference in this Ordinance (the “Cooperation Agreement”); and

**WHEREAS**, Section 70.210-.220 of the Revised Statutes of Missouri, as amended, authorizes any Missouri city or county to contract and cooperate with any other Missouri municipality or political subdivision, or with any private person, firm, association or

ORD. NO. 3572

ORD. NO. 3572

corporation, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action shall be within the scope of the powers of such municipality or political subdivision; and

**WHEREAS**, Section 99.815 of the Revised Statutes of Missouri authorizes any Missouri county to implement a TIF project within the boundaries of a municipality partially or totally within that county, but only after first obtaining the permission of the governing body of the municipality located within the county; and

**WHEREAS**, the Project and the Property are located within the boundaries of the City which is located within the County and the Board of Aldermen wishes to authorize the Cooperation Agreement and, subject to execution and delivery thereof by the Developer, to grant permission to the County, but only with regard to the Project and the Property, to undertake the process of reviewing and, if deemed necessary by the County, implementing a TIF Project for the Property, all under and subject to the terms and conditions of the Cooperation Agreement.

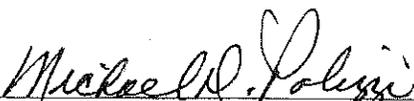
**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FENTON, MISSOURI, AS FOLLOWS:**

**Section 1.** The Cooperation Agreement is hereby approved in the form of Exhibit A to this Ordinance and the Mayor of the City is hereby authorized to execute the Cooperation Agreement on behalf of the City of Fenton.

**Section 2.** Subject to the execution and delivery by Developer of the Cooperation Agreement as a condition precedent, the Board of Aldermen hereby grants permission to the County to implement a TIF project for and limited to the Property, all subject to the adherence to the conditions precedent and other obligations of the Developer set forth in the Cooperation Agreement.

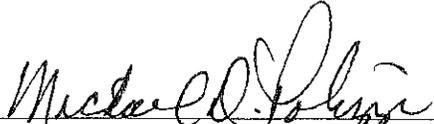
**Section 3.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED this 10<sup>th</sup> day of March, 2016.

  
\_\_\_\_\_  
MICHAEL D. POLIZZI, MAYOR

ORD. NO. 3572

APPROVED this 10th day of March, 2016.

  
MICHAEL D. POLIZZI, MAYOR

ATTEST:

  
DEP. CITY CLERK

Motion to approve. Roll Call vote:

Ayes: Sobey, Bade, Voyles, Borgard, Glick

Nays: Maurath, Clauss, Patton

Absent: 0

ORD. NO 3572

ORD. NO. \_\_\_\_\_

**EXHIBIT A**

**Cooperation Agreement**

ORD. NO \_\_\_\_\_

## CONSENT AND COOPERATION AGREEMENT

**THIS CONSENT AND COOPERATION AGREEMENT** (this “Agreement”) is entered into as of this 11<sup>th</sup> day of February, 2016 by and between the CITY OF FENTON, a city of the fourth class and Missouri municipal corporation located in St. Louis County and having a principal office at 625 New Smizer Mill Road, Fenton, Missouri 63026 (the “City”), and FENTON LAND INVESTORS, LLC, a Missouri limited liability company having a principal office at 8025 Forsyth Boulevard, St. Louis, Missouri 63105 (“Developer”).

### RECITALS

A. Developer has purchased approximately 280 acres of real property within the corporate limits of the City, which was formerly the site of the Chrysler automobile assembly plant (the “Property”), and plans to redevelop the Property as a phased mixed use industrial, distribution and office park to be known as Fenton Logistics Park (collectively, the “Project”) using tax increment allocation financing (“TIF”) under applicable provisions of the Real Property Tax Increment Allocation Redevelopment Act, sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”). St. Louis County, Missouri (the “County”) is willing to consider using the County’s authority under the TIF Act to assist the Project.

B. Section 99.815 of the TIF Act (the “Authorizing Section”) provides that a county desiring to implement a tax increment financing project within the boundaries of a municipality located within such county shall first obtain the permission of the governing body of the municipality. The City has determined that the proper implementation of the Project may be of benefit to the City and, accordingly, is willing to consider granting such permission, all subject to the terms and conditions of this Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration for the foregoing premises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the parties hereto, and intending to be mutually bound hereby, the City and Developer hereby agree as follows:

#### ARTICLE I. GENERALLY

**1.1 Rules of Construction.** As used in this Agreement, words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons. The headings and captions of this Agreement are for reference and convenience only and not considered a part of this Agreement.

**1.2 Mutual Cooperation.** The City and Developer agree to coordinate and reasonably cooperate and use commercially reasonable efforts to assure a smooth and expeditious completion of the undertakings with respect to the Project provided for in this Agreement; *provided that* nothing in this Agreement shall require the City to grant any consents or approvals other than in the exercise of the City's police powers under applicable ordinances and rules.

**ARTICLE II.  
GRANT OF PERMISSION; CONDITIONS**

**2.1 Inducement Sum; Taxing District Capital Cost.** To induce the City to grant to the County the permission provided for in paragraph 2.4, below, but only as applied to the Project and the Property, for the benefit of the Project, Developer shall make a one-time payment to the City in the sum of Two Hundred Thousand Dollars and no/cents (\$200,000.00) (the "Inducement Sum") to be delivered within ten (10) days of the full execution of this Agreement by cashiers check or electronic funds transfer, which amount may be used by the City to offset anticipated increases in infrastructure and service costs and related administrative costs associated with and resulting from consideration or approval of the Project; *provided that* Developer shall receive a credit toward the Inducement Sum in the amount of the monies provided by Developer to the City under that certain Initial Funding Agreement dated May 22, 2014 by and between the City and Developer. The parties hereto agree that to the extent permissible under the TIF Act the amount of the Inducement Sum may be characterized and classified as a "redevelopment project cost" (as that term is defined and used in section 99.805(15) of the TIF Act) and may be reimbursable to Developer from amounts deposited from time to time in any special allocation fund established by the County for the Project; *provided, however, that* the City makes no representation, warranty or guaranty that the State of Missouri, any agency thereof or any other taxing authority including, without limitation, the County, or of any court of competent jurisdiction will recognize the characterization of the Inducement Sum as a "redevelopment project cost" and the parties hereto acknowledge and agree that neither the City nor the City's respective officials, officers, directors, agents, attorneys or employees, shall have any liability for any failure of the State of Missouri, any agency thereof or any other taxing authority, or of any court of competent jurisdiction at any time to recognize the characterization of the Inducement Sum as a "redevelopment project cost" nor shall any such failure or any actual use or application of the Inducement Sum or any portions thereof by the City in any way affect or reduce the entitlement of the City to the amounts of the Inducement Sum.

**2.2 City Utility Taxes and Fees.** As further inducement to the City to grant to the County the permission provided for in paragraph 2.4, below, Developer agrees that, in connection with any tax increment allocation financing project approved for the Property, Developer for itself and any affiliate or related entity hereby waives and releases any and all rights and claims to revenues from City utility taxes or fees from time to time imposed on or resulting from the Property or any portion thereof or any amounts (collectively, "City Utility Tax Revenues"). To assure the City of the effectiveness of the foregoing waiver and release provision and to ensure the benefit thereof to the City, neither Developer nor any affiliate or related entity shall enter into any TIF Documentation (as defined below) with the County or any agency of the County that fails to (a) characterize and classify any City Utility Tax Revenues collected and deposited in a

special allocation fund for any tax increment allocation financing project approved for the Property as either "taxing districts' capital costs" or "surplus funds" (as such terms are defined and used in the TIF Act), all as may be necessary to facilitate and expedite the repayments provided under this paragraph 2.2, and (b) require that any such City Utility Tax Revenues collected and deposited in any special allocation fund be promptly distributed back to the City within thirty (30) days of deposit into such special allocation fund. In the event for any reason that the repayments of City Utility Tax Revenues provided under this paragraph 2.2 are determined at any time not to be permissible under the TIF Act (or any amendment thereto or successor enactment), Developer shall thereafter pay semi-annually to the City from Developer's own funds amounts equal to the amount of City Utility Tax Revenues received and deposited in such special allocation fund during the prior six-month period. The requirements for repayment of City Utility Tax Revenues provided under this paragraph 2.2 shall continue and be in force so long as tax increment allocation financing applies to any portion of the Property.

**2.3 City Review of Redevelopment Plan and Development Agreement; No Effect or Impairment of City Police Powers.**

- (a) The parties hereto further acknowledge and agree that the City retains an interest in the proper development and redevelopment of the Property to assure that the final uses of the Property and the portions thereof (i) will have no unreasonable adverse impact on traffic or traffic patterns, land uses, public utilities, or neighborhood character; (ii) will not create an undue burden upon City services; (iii) will not be contrary in any way to the City's zoning, land use controls, subdivision and general police powers over the Property; and (iv) will not otherwise unreasonably adversely affect the health, safety and welfare of the residents of the City (collectively, the "City Control Rights"). Accordingly, Developer hereby agrees that the final terms of any "redevelopment plan" and "redevelopment project(s)" (as such terms are used and defined in the TIF Act) and any redevelopment agreement or subsequent amendment thereto governing any tax increment financing project (collectively, the "TIF Documentation") to be approved for the Property shall not impair, diminish or abrogate in any way the City Control Rights for the Property and Developer will not enter into any TIF Documentation that would reasonably be expected to result in any impairment, diminution or abrogation of the City Control Rights.
- (b) To allow for the City to consider the impact of the TIF Documentation on the City Control Rights, the parties hereto further agree to cooperate with one another to facilitate the City's review of the TIF Documentation. Developer shall deliver copies of any TIF Documentation to the City in advance of the full execution thereof, and the City agrees to review and provide any comments to Developer in a manner that ensures that no unreasonable delay affects the process of approval of such TIF Documentation. In the event that the City identifies terms of the TIF Documentation which the City reasonably believes would violate the provisions of subparagraph (a), above, then upon receipt of written notice thereof, Developer will work in good faith with the County to modify the TIF Documentation accordingly. This process of submittal, review, notification, and modification shall continue until such TIF Documentation, in the City's reasonable determination, results in no impairment, diminution or abrogation of the City Control

Rights.

**2.4 Grant of Permission.** Subject to provisions and conditioned upon Developer's compliance with all requirements of this Agreement, the Board of Aldermen of the City as the City's governing body shall grant permission under the Authorizing Section for the County to consider and implement a tax increment financing project for the Property as generally outlined in that certain "Proposed Term Sheet – Fenton Logistics Park," a copy of which is attached as Exhibit A to and incorporated by reference in this Agreement. This grant of permission is expressly limited to the Property and the project outlined in Exhibit A and in no event shall apply to any other real property or future redevelopment plan or project whatsoever in the City. In the event the City determines that the TIF Documentation impairs, diminishes or abrogates the City Control Rights, the City may immediately suspend the grant of permission given hereunder and give notice and an opportunity to cure under the provisions of paragraph 3.6.

### ARTICLE III. MISCELLANEOUS

**3.1 Authority; Mutual Representations.** This Agreement is entered into by the parties hereto pursuant to the authority provided in section 70.210 through 70.220 of the Revised Statutes of Missouri, as amended, section 99.815 of the TIF Act, and other applicable law. The City represents and warrants to Developer that the City has full power and authority to enter into and to perform the terms and respective obligations of this Agreement and that this Agreement has been duly approved and authorized by the governing body of the City. Developer hereby represents and warrants to the City that Developer has full power and authority to enter into and perform the terms of and Developer's obligations under this Agreement and that this Agreement has been duly approved and authorized by the manager and/or members of Developer.

**3.2 Notices.** Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally:

(i) In the case of the City, to:

City of Fenton  
625 New Smizer Mill Road  
Fenton, Missouri 63026  
Attn: Mayor

With a copy to: Cunningham, Vogel & Rost, P.C.  
333 South Kirkwood Road, Suite 300  
St. Louis, Missouri 63122  
Attn: Paul V. Rost, Esq.

(ii) In the case of Developer, to:

Fenton Land Investors, LLC  
c/o KP Development, LLC  
8025 Forsyth Boulevard  
St. Louis, Missouri 63105  
Attn: Jim Koman

With a copy to: Husch Blackwell LLP  
190 Carondelet Plaza, Suite 600  
St. Louis, Missouri 63105  
Attn: David G. Richardson

or to such other address with respect to any party as that party may, from time to time, designate in writing and forward to the other parties as provided in this paragraph 3.2.

**3.3 No Assignment.** The rights, duties and obligations of this Agreement shall not be assignable.

**3.4 Successors Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective authorized successors.

**3.5 No Joint Ventures, Agency, or Partnership Created.** Nothing in this Agreement nor any actions of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

**3.6 Default; Opportunity to Cure.** In the event of any default in or breach of any term or conditions of this Agreement by any party, or any successor, the aggrieved party, prior to instituting any action at law or in equity, shall give written notice to the breaching or defaulting party (or successor) specifying, in the opinion of the aggrieved party the nature of the breach, and the defaulting or breaching party (or successor) shall, upon receipt of such written notice from the aggrieved party, proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may then institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party.

**3.7 Choice of Law; Forum and Venue.** This Agreement and its performance shall be governed by and construed under the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of St. Louis County, Missouri or in the U.S. District Court for the Eastern District of Missouri and waive any objections based upon venue or *forum non conveniens* or otherwise.

**3.8 Entire Agreement.** This Agreement is the entire agreement between the City and Developer relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and Developer.

**3.9 Counterparts.** Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement. Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so and upon request by another party proof of such authority in customary form will be furnished to the requesting party.

**3.10 Severability.** In the event 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.

**3.11 Term.** This Agreement shall remain in full force and effect from the date set forth above and shall continue in full force and effect so long as tax increment allocation financing applies to any portion of the Property.

*[Remainder of page intentionally blank. Signatures on following page(s)]*

IN WITNESS WHEREOF, the City and Developer have each caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto and attested as of the date first above written.

(SEAL)

THE CITY OF FENTON  
the "City"

By: Michael P. Polini  
Mayor  
Date: 3/10/16

ATTEST:

[Signature]  
D.P. City Clerk

Fenton Land Investors,  
-KP DEVELOPMENT, LLC  
"Developer"

By: [Signature]  
Title: Manager  
Date: 3/14/16

ATTEST:

[Signature]

## EXHIBIT A

### Proposed Term Sheet – Fenton Logistics Park

The redevelopment of the former Chrysler plant in the City into the Fenton Logistics Park by the Developer is a major effort that consists of the rehabilitation of the area into a premier logistics center which is expected to include a mix of retail, office and industrial uses consistent with market demands and City zoning requirements. The Developer intends to serve as a “master developer” and may sell portions of the site to third parties/end users for development. This term sheet outlines the basic terms of the Project that is expected to be undertaken directly by the Developer.

#### Development – Demolition and New Infrastructure

The Developer expects to construct new streets/roadways to serve the area, new utilities throughout the site, and extensive demolition of the remaining building slabs, footings, abandoned parking lot/paved areas, abandoned sub terrain infrastructure and utilities as necessary to develop the site.

#### Development – Vertical Construction

The overall redevelopment of the site is anticipated to include new construction of approximately 290,000 square feet of office buildings, 480,000 square feet of office/warehouse buildings, 182,500 square feet of hotel/restaurant/small format retail buildings, and 1,185,000 square feet of industrial buildings. The Developer intends to develop the site to maximize the marketability of the Project, but the exact site plan and timing of construction of that portion of the overall redevelopment that will constitute the Project will remain subject to market conditions.

#### Anticipated Project Costs

The overall development of the site is expected to cost in excess of \$380,000,000 to complete, which costs include “soft” costs such as professional fees, contingency funds, etc., as well as certain construction costs that are expected to be incurred by third parties. The Developer is only seeking incentives supported by the Project costs to be incurred directly by the Developer (or its affiliate), which amounts are expected to be approximately \$222,000,000.

#### Financing and Other Incentives

With regard to the financing of the Project, the Developer will advance or cause to be advanced all Project costs as necessary to construct the Project, and will diligently pursue the construction of the Project.

With respect to the TIF, the Developer will not seek any guarantees from the City. Any TIF Note or other TIF obligation issued will be reimbursed solely from the revenue stream of PILOTS and EATS generated by the Redevelopment Project over a twenty-three year period.

The Developer will pursue State supplemental tax increment financing ("State TIF") in the maximum permissible amount. The Developer will be the primary liaison with the State Department of Economic Development on the application process.

The Developer may pursue Missouri Development Finance Board Tax Credits for Contribution ("MDFB Credits"). The Developer will be the primary liaison with the Missouri Development Finance Board on the application process.

The Developer may pursue Missouri Brownfield Remediation Tax Credits ("Brownfield Credits"). The Developer will be the primary liaison with the State on the application process.