

# City of Arnold, Missouri

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**City Council Meeting  
Council Chamber**

**February 3, 2022  
7:00 P.M.**

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**Zoom Link – Internet Audio/Video:**

<https://us02web.zoom.us/j/84539571415?pwd=THF6ZjJLSFcza2NNd2s2d3h1ZXRxZz09>

**Dial-in Number: 312 626 6799   Meeting ID: 845 3957 1415   Passcode: 498523**

## AMENDED AGENDA

1. Pledge of Allegiance and Opening Prayer
2. Roll Call
3. Business from the Floor
4. Consent Agenda
  - A. Regular Council Minutes from **January 6, 2022**
  - B. Payroll Warrant **#T00135 In the Amount of \$352,932.74**
  - C. General Warrant **#5802 In the Amount of \$484,494.18**
  - D. Payroll Warrant **#T00151 In the Amount of \$392,285.86**
  - E. General Warrant **#5803 In the Amount of \$305,848.44**
5. Ordinances:
  - A. **Bill # 2816** An Ordinance Amending Chapter 105 (Elections) of The Arnold Code of Ordinances.
  - B. **Bill #2818** An Ordinance Authorizing the Execution of an Ninth Amendment to Redevelopment Agreement Between The City of Arnold and Arnold Crossroads, LLC.
6. Resolutions:
  - A. **Resolution # 22-02:** A Resolution Approving the Purchase of Computer Server Hardware and Software from Paragon Micro Inc.
  - B. **Resolution # 22-03:** A Resolution Reappointing Members to Committees.
  - C. **Resolution #22-04:** A Resolution Approving the Purchase of a Hosted Phone System from Tech Electronics.
7. Motions
  - A. A Motion to Approve Conditional Use Permit PC-2021-39 A&W MVOE.

8. Reports from Mayor and Council:
9. Administrative Reports:
10. Adjournment

Upon request, reasonable accommodations will be provided. Contact Tammi Casey, City Clerk, Arnold City Hall, 2101 Jeffco Boulevard, Arnold, Missouri 63010. Phone: 636-296-2100.

**BILL NO. 2818**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN NINTH AMENDMENT TO REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF ARNOLD AND ARNOLD CROSSROADS, LLC**

**WHEREAS**, the City of Arnold, Missouri (the "City") and Arnold Crossroads, LLC (the "Developer") entered into a Redevelopment Agreement dated as of July 18, 2005 (as amended, the "Redevelopment Agreement"), relating to the implementation of the Redevelopment Plan for the Arnold Crossroads Redevelopment Area; and

**WHEREAS**, the City finds it is necessary and desirable to amend the Redevelopment Agreement;

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

**Section 1.** The Mayor is hereby authorized and directed to execute, on behalf of the City, the Ninth Amendment to Redevelopment Agreement (the "Ninth Amendment") between the City and the Developer, and the City Clerk is hereby authorized and directed to attest to said document and to affix the seal of the City thereto. The Ninth Amendment shall be in substantially the form attached hereto as **Exhibit A**, which document is hereby approved by the City Council, with such changes therein as shall be approved by the officers of the City executing the same.

**Section 2.** This Ordinance shall be in full force and effect from and after the date of its passage and approval.

**PASSED** by the City Council and **APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

1st Reading: \_\_\_\_\_

2nd Reading: \_\_\_\_\_

**EXHIBIT A**

**NINTH AMENDMENT TO REDEVELOPMENT AGREEMENT**

[Follows]

## **NINTH AMENDMENT TO REDEVELOPMENT AGREEMENT**

**THIS NINTH AMENDMENT TO REDEVELOPMENT AGREEMENT** (this “Ninth Amendment”) is entered into as of the \_\_\_\_ day of February, 2022, by and between the **CITY OF ARNOLD, MISSOURI**, a municipal corporation organized and existing under the laws of the State of Missouri (“City”), and **ARNOLD CROSSROADS, LLC**, a Missouri limited liability company (“Developer”).

### **RECITALS:**

**WHEREAS**, the Developer and the City executed a Redevelopment Agreement for the Arnold Crossroads Redevelopment Area (the “Redevelopment Area”) dated as of July 18, 2005, as amended by that certain First Amendment to Redevelopment Agreement dated December 15, 2005, as further amended by that certain Second Amendment to Redevelopment Agreement dated March 16, 2006, as further amended by that certain Third Amendment to Redevelopment Agreement dated June 1, 2006, as further amended by that certain Fourth Amendment to Redevelopment Agreement dated July 27, 2006, as further amended by that certain Fifth Amendment to Redevelopment Agreement dated August 21, 2006, as further amended by that certain Sixth Amendment to Redevelopment Agreement dated March 12, 2008 (the “Sixth Amendment”), as further amended by that certain Seventh Amendment to Redevelopment Agreement dated September 24, 2009, as further amended by that certain Eighth Amendment to Redevelopment Agreement dated January 17, 2013 (the “Eighth Amendment”) (collectively, as amended, the “Agreement”), wherein the Developer agreed to redevelop the Redevelopment Area, and the City authorized the redevelopment of the Redevelopment Area, upon the terms and conditions contained in the Agreement; and

**WHEREAS**, the Developer and the City have agreed to amend the Agreement as provided in this Ninth Amendment; and

**WHEREAS**, words and phrases having a defined meaning in the Agreement shall have the same respective meanings when used herein unless otherwise expressly stated herein.

**NOW THEREFORE**, in consideration of the premises and the mutual agreements of the parties set forth herein, the parties hereto agree as follows:

1. Exhibit C-1 attached to the Eighth Amendment is hereby deleted and replaced with the new Exhibit C-1 attached to this Ninth Amendment.
2. Tenet selection for former Gordmans Store shall be a significant sales tax generator in conformance with Section 3.11 of the Agreement.
3. No less than 30 days prior to executing a lease with a new tenant for the former Gordmans Store, the Developer shall notify the City of the anticipated renovation costs not to exceed \$2,468,000.00. Unless the City reasonably objects in writing within 15 days of receipt of Developer’s Notice, the anticipated renovation costs shall be authorized pursuant to the Agreement subject to Section 4.2 of the Agreement.
4. The renovation of the former Gordmans Store contemplated in the Ninth Amendment shall be completed and a Certificate of Substantial Completion pursuant to Section 3.10 of the Agreement submitted to the City no later than April 1, 2028.

5. Notwithstanding any provision of the Agreement to the contrary, the City may reimburse itself for legal and administrative expenses related to the Ninth Amendment from available funds in the Special Allocation Fund.

6. Except as expressly modified hereby, all other terms and conditions of the Agreement shall remain unaltered and in full force and effect.

7. This Ninth Amendment may be executed in counterparts, each of which shall constitute an original. The parties may sign this Ninth Amendment by facsimile copies, and any such facsimile copy shall be deemed to be an original, and no objections shall be made to the introduction into evidence of any telefaxed copy on grounds related to the telefaxed copy not being an original.

**IN WITNESS WHEREOF**, the parties hereto have executed this Ninth Amendment as of the day and year first above written.

**DEVELOPER:**

**ARNOLD CROSSROADS, LLC**, a Missouri limited liability company

By: \_\_\_\_\_  
Larry W. Jones, Managing Member

**CITY:**

**CITY OF ARNOLD, MISSOURI**, a municipal corporation organized and existing under the laws of the State of Missouri

By: \_\_\_\_\_  
Ron Counts, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Tammi Casey: City Clerk

**Exhibit C-1**

**PUBLIC IMPROVEMENTS/REIMBURSABLE REDEVELOPMENT PROJECT COSTS  
(INITIAL PHASE)\***

Category	Estimated Costs
Land Acquisition & Relocation:	\$1,700,000
Site Preparation, Building Renovation and Paving:	\$3,370,000
Professional Fees, Development, Overhead and Contingency:	\$200,000
Enhanced Site and Building Improvements for Old K-Mart Building**	\$662,000
Enhanced Site and Building Improvements for former Gordmans Store**	\$2,468,000
Renovation of vacant 24 Hour space**	\$300,000
	\$6,232,000
Less: ARC TDD Payment	\$700,000
TOTAL:	<u>\$11,000,000</u>

\*Amount does not include transportation costs to be incurred by the City or otherwise reimbursed by the City or ARC TDD in connection with Section 3.16 or 3.17(c) of this Agreement.

\*\*The amount in this line item may not be allocated or transferred for use in any other category described on Exhibit C-1.