

THE BOARD OF ALDERMEN MEETING WILL BE HELD IN-PERSON
AND VIRTUALLY VIA ZOOM (link is below).

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Persons interested in making their views known on any matter on the agenda should send an email with their comments to the City Clerk at jfrazier@claytonmo.gov. All comments received will be distributed to the entire Board before the meeting.

**CITY OF CLAYTON BOARD OF ALDERMEN
TUESDAY, AUGUST 22, 2023 – 6:00 P.M.
CITY HALL COUNCIL CHAMBERS, 2ND. FL
10 N. BEMISTON AVENUE
CLAYTON MO 63105**

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1. FY2024 Special Events overview.

**CITY OF CLAYTON BOARD OF ALDERMEN
TUESDAY, AUGUST 22, 2023 – 7:00 P.M.
CITY HALL COUNCIL CHAMBERS, 2ND FL
10 N. BEMISTON AVENUE
CLAYTON, MO 63105**

ROLL CALL

PUBLIC REQUESTS & PETITION

CONSENT AGENDA

1. Minutes – August 11, 2023
2. Motion – To set the public hearing date for the proposed Tax Year 2023 (FY2024) property tax levies and the proposed Fiscal Year 2024 Operating and Capital Improvement Budget.
3. Motion – Acceptance of the Central Core Fire Training Center Commission’s By-Laws and Ground Lease Agreement.

CITY MANAGER REPORT

ADJOURNMENT

Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021 (9)(12) RSMO., proprietary information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.

Agenda topics may be added or deleted at any time prior to the Board of Aldermen meeting without further notice. To inquire about the status of agenda topics, call 290.8469. Individuals who require an accommodation (i.e., sign language, interpreter, listening devices, etc.) to participate in the meeting should contact the City Clerk at 290.8469 or Relay Missouri at 1.800.735.2966 (TDD) at least two working days prior to the meeting.



Presentation to the Mayor and Board of Aldermen
August 22, 2023



Clayton Special Events FY2024

FY2023 Event Overview

- Blues Home Opener Lunch
- Restaurant Week (Winter)
- St. Louis City SC Home Opener Lunch
- Cardinals Home Opener Lunch
- Music & Wine Festival
- Restaurant Week (Summer)
- Clayton Jazz Festival



FY2024 Special Event Calendar

- **October 2023**
 - October 12 – Blues Home Opener Lunch
- **January 2024**
 - January 15-21 – Clayton Restaurant Week
- **March 2024**
 - TBD – St. Louis City SC Home Opener Lunch
- **April 2024**
 - April 4 – Cardinals Home Opener Lunch
- **June 2024**
 - June 8 – Music and Wine Festival
- **July 2024**
 - July 15-21 – Clayton Restaurant Week
- **September 2024**
 - September 28 – Clayton Jazz Festival

Board of Aldermen Event Goals

2013

- Retail & Restaurant Sales
- Pedestrian Traffic & Good Attendance
- Brand Building & Place Making
- Engaged Event Participants (*having fun*)
- Benefits Special Business District

Blues Home Opener Lunch

- Event Description
 - Celebration of St. Louis Blues Home Opener
 - Free lunch catered by local food trucks, music, giveaways, special appearances by mascot, photo booth
- Location
 - Clayton Fire House
- Date/Time
 - October 12
 - 11:30am – 1:30pm
- Total Budget
 - Expenses: \$7,158





Clayton Restaurant Week (Winter)

- Event Description
 - \$25/\$50 meals showcased at participating restaurants
- Location
 - Local restaurants
- Date/Time
 - January 15-21
- Total Budget
 - Expenses: \$13,233

STL CITY SC Opener Lunch

- Event Description
 - Celebration of St. Louis City SC Home Opener
 - Free lunch catered by local food trucks, music, giveaways, special appearances, and photobooth
- Location
 - Clayton Fire House
- Date/Time
 - TBD
 - 11:30am – 1:30pm
- Total Budget
 - Expenses: \$7,216



Cardinals Home Opener Lunch

- Event Description
 - Celebration of St. Louis Cardinals Home Opener
 - Free lunch catered by local food trucks, music, giveaways, special appearances by mascot and former player, photobooth
- Location
 - Clayton Fire House
- Date/Time
 - April 4
 - 11:30am – 1:30pm
- Total Budget
 - Expenses: \$8,038



Music & Wine Festival

- Event Description
 - Elegant evening including live music, wine, activities and surrounding in-store specials
 - Food sold by restaurants in Carondelet Plaza & Food Trucks
- Location
 - TBD
- Date/Time
 - June 8
 - 5:00-10:00 p.m.
- Total Budget
 - Expenses: \$36,431



Clayton Restaurant Week (Summer)

- Event Description
 - \$25/\$50 meals showcased at participating restaurants
- Location
 - Local restaurants
- Date/Time
 - July 15-21
- Total Budget
 - Expenses: \$13,233



Clayton Jazz Festival

- Event Description
 - Jazz street festival produced by Mike Silverman and his team
 - Local jazz musicians to perform throughout afternoon and evening
 - Local restaurants and food trucks to vend food and beverage
- Location
 - TBD
- Date/Time
 - September 28
 - 5:00-10:00 p.m.



Special Occasion Events

- Event Description
 - Events based off current sports events
 - Pep rally or watch party for local sports team
 - Stanley Cup, World Series or any Play-Off related event
 - Local events OT
- Total Budget
 - Expenses: \$10,000

Event Budget

Cost

Event	FY23Budget	FY24 Proposed	Difference
Blues Home Opener Lunch	\$7,000	\$7,158	\$158
Clayton Restaurant Week (Winter & Summer)	\$31,200	\$26,466	(\$4,734)
St. Louis City FC Home Opener Lunch	7,000	7,216	\$216
Cardinals Home Opener Lunch	\$7,000	\$8,038	\$1,038
Music & Wine Festival (event & OT)	\$37,000	\$36,431	(\$569)
Clayton Jazz Festival (event & OT)	\$20,750	\$24,660	\$3,910
Parties in the Park (sponsorship)	\$5,000	\$5,000	\$0
Art Fair (sponsorship)	\$15,000	\$15,000	\$0
Art Fair (meals)	\$2,500	\$2,875	\$375
Art Fair (OT)	\$54,000	\$55,000	\$1,000
Special Occasion Events	\$10,000	\$10,000	\$0
Event Staff Time	\$17,404	\$20,331	\$2,927
Equipment	\$4,134	\$5,000	\$866
Total	\$217,988	\$223,175	\$5,187

Discussion Items

- 1. Music & Wine & Clayton Jazz**
- 2. BOA suggested events:**
- 3. Event Sponsorship**

Music & Wine – Jazz Festival

- Event has outgrown location
- Median gets damaged and is a tripping hazard
- Possible new locations:
 - N. Brentwood
 - N. Meramec



BOA Suggested Events

- **Open Streets**
- **Cultural Event**
- **Longest Table**



Event Sponsorship

1. Open to all Clayton businesses
2. Open to national brands
 1. Excluding retail chains that compete with Clayton businesses

THE CITY OF CLAYTON

Board of Aldermen
In-Person and Virtual Meeting
August 8, 2023
7:05 p.m.

Mayor Harris called the meeting to order and requested a roll call. The following individuals were in attendance:

In-person: Susan Buse, Becky Patel, Gary Feder, Rick Hummell, and Mayor Pro Tempore McAndrew.

Staff: City Manager Gipson, City Attorney O’Keefe, City Clerk Frazier, and Assistant City Manager Andrea Muskopf

Mayor Pro Tempore McAndrew announced that the Clayton Fire Department was honored by receiving the Missouri 2023 EMS Agency of the Year award from the Missouri Emergency Medical Services Association (MEMSA). Congratulations!

Mayor Pro Tempore McAndrew announced that August 7th was National Purple Heart Day and expressed appreciation and recognition to Clayton Police Officer Tyler Rigoni who received a Purple Heart while serving in the U.S. Army during Operation Enduring Freedom.

PUBLIC REQUESTS AND PETITIONS

None

A PUBLIC HEARING AND A RESOLUTION FOR A CONDITIONAL USE PERMIT FOR 7810 FORSYTH BOULEVARD RESTAURANT D/B/A BARCELONA

Mayor Pro Tempore McAndrew opened the public hearing and requested proof of publication.

City Manager Gipson reported that this is a public hearing to consider an application for a Conditional Use Permit submitted by Nicole Johnson of Nations KEC on behalf of Bar Colona, LLC., d/b/a Barcelona, to allow for the operation of a 1,600 square foot restaurant with outdoor dining.

Frank Schmitz, owner, was in attendance to answer questions.

Elizabeth Green, 1 Brighton Way, addressed the Board with concerns regarding outside dining and encroachment onto the sidewalks as it relates to the safety for pedestrians.

Mayor Pro Tempore McAndrew closed the public hearing.

CONSENT AGENDA

1. Minutes – July 25, 2023
2. Resolution – Submittal of a Municipal Parks grant application for improvements to Fields 1 & 2 In Shaw Park. (Res. No. 2023-27)
3. Boards and Commissions appointment.

Motion made by Alderman Buse to approve the Consent Agenda. Alderman Patel seconded.

The motion passed on a roll call vote: Alderman Buse – Aye; Alderman Patel – Aye; Alderman Feder – Aye; Alderman Hummell – Aye; and Mayor Pro Tempore McAndrew – Aye.

AN ORDINANCE - 3RD QUARTER AMENDMENT TO THE FISCAL YEAR 2023 BUDGET

Karen Dilber, Director of Finance provided a summary report on the FY2023 3rd quarter budget amendments.

FY2023 3RD QUARTER FINANCIAL REPORT

Karen Dilber, Director of Finance provided the Board with a summary report of the FY2023 3rd Quarter Financial report.

Alderman Buse introduced Bill No. 6985, the FY2023 3rd Quarter amendment for the first time by title only. Alderman Patel seconded.

City Attorney O’Keefe reads Bill No. 6985, first reading, an Ordinance Amending the Fiscal Year 2023 Budget and Appropriating Funds Pursuant Thereto by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Buse that the Board give unanimous consent to consideration for adoption of Bill No. 6985 on the day of its introduction. Alderman Patel seconded.

The motion passed unanimously on a voice vote.

Alderman Buse introduced Bill No. 6985, the FY2023 3rd Quarter amendment for the second time by title only. Alderman Patel seconded.

City Attorney O’Keefe reads Bill No. 6984, second reading, an Ordinance Amending the Fiscal Year 2023 Budget and Appropriating Funds Pursuant Thereto by title only.

The motion passed on a roll call vote: Alderman Buse – Aye; Alderman Patel – Aye; Alderman Feder – Aye; Alderman Hummell – Aye; and Mayor Pro Tempore McAndrew – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6846 of the City of Clayton.

Other

City Manager Gipson expressed thanks to Karen Dilber and staff for a job well done on the budget.

Alderman Buse reported on the following:

- The Hillcrest Neighborhood is researching/discussing the possibility of purchasing flock cameras. She expressed her concerns with the use of the cameras on issues of their use and how it could possibly result in abuse of data sharing, profiling, and other related issues.

Alderman Patel reported on the following:

- Attended the MAPERS Conference
- Sustainability Committee
 - Discussion on benchmarking and building energy standards
- Comprehensive Plan open house is scheduled for next week
- Community Equity Commission – Judge Strum attended

Alderman Feder reported on the following:

- Met with Judge Strum

Alderman Hummell reported on the following:

- Neighborhood Community meetings on the proposed Overlay District for Washington University and Concordia Seminary – congratulations to City Manager Gipson and Planning Director Anna Krane on a great job!
 - Citizen’s concerns are accessibility and safety
 - Suggested that the City consider discussions with St. Louis County to make Big Bend Boulevard safer for pedestrians and bikers by moving the road further to the west

City Manager Gipson added that he has had an initial conversation with St. Louis County and will continue to work with them on improvements.

Alderman McAndrew reported on the following:

- Plan Commission
 - The developers for the World News site presented new plans which will require a new parking study due to the significant changes proposed; they are including creative artwork (murals) and art pieces.

Motion made by Alderman Buse to adjourn the meeting. Alderman Patel seconded.

The motion passed unanimously on a voice vote.

The meeting was adjourned at 8:08 p.m.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER
KAREN DILBER, DIRECTOR OF FINANCE & ADMINISTRATION

DATE: AUGUST 22, 2023

SUBJECT: MOTION – SETTING PUBLIC HEARINGS FOR CONSIDERATION OF THE PROPOSED PROPERTY TAX LEVIES FOR TAX YEAR 2023 (FY 2024) AND THE FY2024 OPERATING AND CAPITAL IMPROVEMENT BUDGET

The Board of Aldermen has received the City Manager's proposed Fiscal Year 2024 (FY2024) Operating and Capital Improvement Budget. The City has also recently received assessed valuation information from St. Louis County for calculating the 2023 (FY2024) property taxes. As part of the property tax and budget process, the Board is required to hold a public hearing to seek public input prior to formal adoption.

Staff is recommending that a public hearing be scheduled for September 12, 2023, at 7:00 p.m. at the regular Board of Aldermen meeting for both the property tax levy hearing, and the Fiscal Year 2024 budget hearing.

Recommended Actions: To approve a motion scheduling a public hearing on September 12, 2023, at 7:00 p.m. to receive public comment on the proposed Tax Year 2023 (FY2024) property tax levies and the proposed Fiscal Year 2024 Operating and Capital Improvement Budget.



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS AND THE BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER
ERNIE RHODES, FIRE CHIEF, FIRE DEPARTMENT

DATE: AUGUST 22, 2023

SUBJECT: RATIFICATION OF THE CENTRAL CORE FIRE TRAINING CENTER
COMMISSION'S BY-LAWS AND GROUND LEASE AGREEMENT

The Central Core Fire Training Center Commission held its first meeting July 20, 2023. During the meeting, the Commission's Board of Directors unanimously approved the Commission's By-Laws and a Ground Lease Agreement for 4224 Carr Lane Ct. in Shrewsbury, MO. The ground will be utilized to provide training to fire departments participating in our regional training system.

The estimated total annual lease payment for the property will be \$16,500. The City of Clayton's portion of the payment is anticipated to be \$5,500.

The Commission By-Laws and Ground Lease Agreement are attached.

STAFF RECOMMENDATION: To ratify the Central Core Fire Training Center Commission's approval of the Commission's By-Laws and Property Lease Agreement.

**BYLAWS OF
CENTRAL CORE FIRE TRAINING CENTER COMMISSION**

**ARTICLE I
NAME**

Section 1.01 The name of the organization is Central Core Fire Training Center Commission (the "**Commission**").

**ARTICLE II
OFFICES**

Section 2.01 The principal office of the Commission shall be located at such place within the State of Missouri as shall be fixed from time to time by resolution of the Board of Directors (the "**Board**"), and if no place is fixed by the Board, such place as shall be fixed by the Board Chair or, if none, the President. The Commission may also have such other offices within the State of Missouri as the Board may from time to time determine or the business of the Commission may require.

**ARTICLE III
PURPOSE**

Section 3.01 The purposes of the Commission shall be those set forth in the Intergovernmental Agreement of the Commission, as may be amended from time to time (the "**Intergovernmental Agreement**").

**ARTICLE IV
MEMBERS**

Section 4.01 Membership. The Commission shall have a maximum of four (4) members. Membership in the Commission shall be open to all persons interested in the Commission's purposes who meet the requirements set forth in Section 4.03 herein. Each person may hold only one membership and may not hold fractional memberships. Membership entitles each member to the rights set forth in this Article IV but does not grant any ownership rights in or distribution rights from the Commission. No member may transfer a membership and all rights of membership cease upon the member's death or dissolution, expulsion or termination in accordance with Section 4.16 of these bylaws, or resignation in accordance with Section 4.17 of these bylaws.

Section 4.02 RESERVED.

Section 4.03 Requirements for Membership. An entity must be a Missouri Municipal Commission to be a member of the Commission and must pay the membership fees, assessments, and any other consideration as determined by the Board in its reasonable discretion. An entity must also be a signatory of the Cooperative Fire Training Officer Agreement. Other qualification or

criteria for membership may be required as determined by the Board from time to time in its reasonable discretion.

Section 4.04 Classes of Membership. The Commission shall have one class of members.

Section 4.05 Annual and Regular Meetings. The annual meeting of the members shall be held at a time and place fixed by the Board, in the month of October of each year, at 10:00 a.m. local time at which meeting the members shall elect the directors and transact such other business as may come before the meeting. Regular meetings of the members shall be held at such times and places as may be fixed by the Board from time to time by resolution or as specified in the notice of the meeting.

Section 4.06 Special Meetings. Special meetings of the members shall be held whenever called by resolution of the Board, by the President, or by a written demand to the Secretary by at least five percent (5%) of the members eligible to vote. Special meetings must be held not less than thirty-five (35) days nor more than ninety (90) days after the resolution or written demand is made.

Section 4.07 Place of Meetings. Member meetings may be held at any place within or without the State of Missouri that is designated in the notice of the meeting. If no place is stated in the notice or if there is no notice, meetings shall be held at the Commission's principal office.

Section 4.08 Notice of Meetings.

(a) **Notice Required.** Written notice of the place, date, and time of any member meeting where members are required or permitted to take action shall be given to each member who, on the record date for notice of the meeting, is entitled to vote at such meeting. The Secretary, upon receiving written demand or resolution for a special meeting, shall cause such notice to be given to the members entitled to vote at such meeting. If the Secretary fails to do so within twenty (20) days of receiving such written demand or resolution, the persons entitled to call the meeting may give such notice.

(b) **Delivery of Notice.** Notice shall be given to each member at his or her address or contact information as it appears on the records of the Commission or at the address given by the member to the Corporate for purposes of notice by one of the following methods:

- (i) First-class mail, with prepaid postage thereon, or certified mail;
- (ii) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages;
- (iii) Personal delivery of written notice, including by courier service; or
- (iv) Facsimile transmission, email, or other electronic means, if the member has consented to accept notices in this manner, except that notice by electronic transmission shall not be given if:

(A) the Commission is unable to deliver two consecutive notices to the member by that means; or

(B) the inability to so deliver the notices to the member becomes known to the secretary, any assistant secretary, the transfer agent, or other person responsible for the giving of the notice.

Notice shall be deemed to have been given when sent, and if by mail, when deposited in the United States mail with prepaid postage thereon. If a member's address or contact information does not appear on the books of the Commission or is not given, notice shall be given when addressed to the member at the Commission's principal office or by publication at least once in a newspaper of general circulation in the county in which the principal office is located.

(c) **Timing of Notice.** Notice shall be given to each member at least ten (10) days but not more than sixty (60) days before the time set for the meeting.

(d) **Content of Notice.** The notice shall state:

(i) The place, date, and time of the meeting;

(ii) The means of electronic transmission by and to the Commission or conference telephone or electronic video screen communication, if any, by which members may participate in the meeting;

(iii) In the case of a special meeting, a description of the matter(s) for which the meeting is called and the general nature of the business to be transacted;

(iv) In the case of an annual or regular meeting, those matters which the Board, at the time the notice is given, intends to present for action by the members; and

(v) If directors are to be elected at the meeting, the names of all those who are nominees at the time the notice is given to members.

(e) **Waiver of Notice.** Notice of a regular or special member meeting need not be given to a member who submits a signed waiver of notice to the Commission before or at the meeting's commencement, or who attends the meeting without protesting (not later than the commencement of the meeting) the lack of notice to him or her.

Section 4.09 Quorum and Action of the Members.

(a) At all member meetings, a majority of the members present in person or by proxy shall constitute a quorum for the transaction of business.

(b) Any act approved by a majority of the voting power represented at the meeting at which a quorum is present, entitled to vote, and voting on any matter is the act

of the members, unless the the Intergovernmental Agreement, or these bylaws require a greater number.

(c) A meeting at which a quorum is initially present may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the members who constitute the required quorum for the meeting, or such greater number as required by the, the Intergovernmental Agreement, or these bylaws.

Section 4.10 Adjournment of Meeting.

(a) In the absence of a quorum, any member meeting may be adjourned from time to time by the vote of a majority of the votes represented either in person or by proxy, but no other business may be transacted, except as provided in Section 4.09(c). No meeting may be adjourned for more than 45 days.

(b) Notice need not be given of the adjourned meeting if the time and place thereof (or the means of electronic transmission by and to the Commission or electronic video screen communication, if any, by which members may participate) are announced at the meeting at which the adjournment is taken. If after the adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each member who, on the record date for notice of the meeting, is entitled to vote at the meeting.

(c) At the adjourned meeting the Commission may transact any business which might have been transacted at the original meeting.

Section 4.11 Voting. Each member shall be entitled to one (1) vote on each matter submitted to a member vote. The record date for determining the members entitled to vote at a member meeting shall be fixed by the Board in advance of the meeting.

Section 4.12 Action Without a Meeting by Ballot.

(a) Any action which may be taken at any regular or special meeting of the members may be taken without a meeting if the Commission distributes a written ballot to every member entitled to vote on the matter.

(b) All solicitations of ballots shall:

(i) indicate the number of responses needed to meet the quorum requirement;

(ii) state the percentage of approvals necessary to pass the measure submitted with respect to ballots other than for the election of directors; and

(iii) specify the time by which the ballot must be received in order to be counted.

(c) The written ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Commission.

(d) Approval by written ballot pursuant to this Section 4.12 shall be valid only when:

(i) the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action; and

(ii) the number of approvals cast by ballot equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

Section 4.13 Action Without a Meeting by Written Consent. Any action required or permitted to be taken by the members may be taken without a meeting, if all members individually or collectively consent in writing to the action. The written consent or consents shall be filed with the minutes of the proceedings of the members. The action by written consent shall have the same force and effect as the unanimous vote of the members.

Section 4.14 Proxies. Any member entitled to vote at a member meeting or to execute consents may authorize another person or persons to act for such member by proxy. Every proxy must be in writing and signed by the member, or by email setting forth information from which it can be reasonably determined that the proxy was authorized by such member. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy, provided but no proxy shall be valid for more than three (3) years from the date thereof. Every proxy shall be revocable at the pleasure of the member executing it.

Section 4.15 Meeting by Remote Communication. A meeting of the members may be conducted, in whole or in part, by electronic transmission by and to the Commission or by conference telephone or electronic video screen communication if authorized by the Board in its sole discretion. The member shall be deemed present in person or by proxy at such meeting if the conditions of RSMo. Sec. 610.015 are satisfied.

Section 4.16 Expulsion, Suspension, or Termination.

(a) **Cause for Expulsion, Suspension, or Termination.** A member may be expelled, suspended, or terminated if the Board, in good faith and according to a fair and reasonable procedure, determines that either:

(i) The member fails to pay any required membership fees, assessments, or other consideration in a timely fashion after notice of the same.

(ii) The member's conduct or act violates the purpose and mission of the Commission, these bylaws, the Commission's policies, or applicable law.

(b) **Notice Requirements.** The Board shall provide written notice to the member of the member's expulsion, suspension, or termination and the reasons thereof. The notice shall be given at least fifteen (15) days before the effective date of such expulsion, suspension, or termination. Notice may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail sent to the last address of the member shown on the Commission's records.

(c) **Member Hearing.** Any member who receives notice of such member's expulsion, suspension, or termination shall have the opportunity to be heard, either orally or in writing, at least five (5) days before the effective date of the expulsion, suspension, or determination. Such hearing shall be before the Board or any other such person or committee authorized to decide that the expulsion, suspension, or termination not take place.

(d) **Member Obligations.** Expulsion, suspension, or termination shall not relieve the affected member from any obligation for charges incurred, services or benefits actually rendered, dues, assessments, or fees incurred before the expulsion, suspension, or termination, or arising from contract or otherwise.

Section 4.17 Resignation. A member may resign from membership at any time, subject to any contract among the members or between the members and the Commission. This Section 4.17 shall not relieve the resigning member from any obligation for charges incurred, services or benefits actually rendered, dues, assessments, or fees, or arising from contract or otherwise. This Section 4.17 shall not diminish any right of the Commission to enforce any such obligation or obtain damages for its breach. A membership issued for a period of time shall expire when such period of time has elapsed unless the membership is renewed.

ARTICLE V BOARD OF DIRECTORS

Section 5.01 Powers.

(a) Subject to applicable law and in accordance with the purposes and limitations set forth in the Intergovernmental Agreement and herein, the activities and affairs of the Commission shall be conducted and all corporate powers shall be exercised by or under the direction of the Board, provided that all income and the property of the Commission shall be applied exclusively for its nonprofit purposes and no part of the net earnings or other assets of the Commission shall inure to the benefit of any director or any other private individual, except that the Commission shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its stated purposes.

(b) The Board may delegate the management of the Commission's activities to any person or persons, management company, or committee however composed, provided that the activities and affairs of the Commission shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 5.02 Number. The authorized number of directors of the Commission shall be three (3). Any resolution changing the Commission's number of authorized directors shall require the approval of the members and amendment of these bylaws.

Section 5.03 Entire Board. As used in these bylaws, the term "**Entire Board**" shall mean the total number of directors then in office.

Section 5.04 Qualifications. Each director shall be at least 18 years of age and an employee of a member of the Commission .

Section 5.05 Election and Term of Office. Each member shall appoint one (1) director to serve on the Board. Each member shall appoint its City Manager (or equivalent position) or the City Manager's designee to serve as such member's director. Each director shall serve until the election and qualification of such director's successor, or until such director's death, resignation, or removal.

Section 5.06 Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the authorized number of directors may be filled at any meeting of the Board by the vote of the majority of the directors then in office, although less than a quorum, or by a sole remaining director. Each director so elected shall serve until the next annual meeting of the members and until such director's successor is elected and qualified. A vacancy occurring for any other reason, including death, resignation or removal shall be filled by the Member agency.

Section 5.07 Removal.

(a) Any director may be removed at any time without cause as provided in RSMo. Sec. 355.346.

(b) No reduction of the authorized number of directors shall have the effect by itself of removing any director before the expiration of the director's term of office.

Section 5.08 Resignation. Any director may resign from the Board at any time by giving written notice to the Board, the President, or the Secretary of the Commission, except if such resignation would leave the Commission without a duly elected director. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board or such officer. The acceptance of such resignation shall not be necessary to make it effective. No resignations shall discharge any accrued obligation or duty of a director.

Section 5.09 Annual and Regular Meetings. The Board shall hold an annual meeting immediately following the annual meeting of the members at which meeting the Board shall appoint officers and transact any other business as shall come before the meeting. Regular meetings of the Board shall be held at such times and places as may be fixed by the Board by resolution or as specified in the notice of the meeting.

Section 5.10 Special Meetings. Special meetings of the Board may be held at any time upon the call of the Board Chair, the President, the Vice President, the Secretary, or any two (2)

directors, in each case at such time and place as shall be fixed by the person or persons calling the meeting, as specified in the notice thereof.

Section 5.11 Place of Meetings. Meetings of the Board may be held at any place within or without the State of Missouri that is designated in the notice of the meeting. If no place is stated in the notice or if there is no notice, meetings shall be held at the Commission's principal office unless another place has been designated by a resolution duly adopted by the Board.

Section 5.12 Notice of Meetings.

(a) **No Notice Required; Waiver of Notice.** No notice of a regular meeting shall be required where the time and place of the meetings are fixed by these bylaws or by Board resolution, as permitted under Section 5.09. Notice of a regular or special meeting need not be given to a director who submits a signed waiver of notice to the Commission before or at the meeting's commencement, or who attends the meeting without protesting (not later than the commencement of the meeting) the lack of notice to him or her.

(b) **Notice Required.** Notice of any special meeting, and of any regular meeting if the time and place are not so fixed by these bylaws or by Board resolution, shall be given to each director.

(c) **Delivery of Notice.** Notice, when required, shall be given to each director by one of the following methods:

(i) First-class mail, with prepaid postage thereon;

(ii) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages;

(iii) Facsimile transmission, email, or other electronic means, if the director has consented to accept notices in this manner; or

(iv) Personal delivery of written notice, including by courier service.

Such notice shall be addressed or delivered to each director at his or her address or contact information as it appears on the records of the Commission. Notice shall be deemed to have been given when sent, and if by mail, when deposited in the United States mail with prepaid postage thereon.

(d) **Timing of Notice.** Notice must be given to each director at least four (4) days before the time set for the meeting if by first-class mail and at least forty-eight (48) hours before the time set for the meeting if given personally, by telephone, by facsimile transmission, or by email or other electronic means.

(e) **Content of Notice.** Notice shall state the time and place where the meeting is to be held. The notice need not specify the purpose of the meeting unless required to elsewhere by these bylaws.

Section 5.13 Quorum and Action of the Board. Subject to the terms of Section 5.16 below, the presence of all directors shall constitute a quorum for the transaction of business. Any act approved by all of the directors present at a duly held meeting at which a quorum is present or unanimously approved pursuant to Section 5.16 is the act of the Board, unless, the Intergovernmental Agreement, or these bylaws require a greater number.

Section 5.14 Meeting by Remote Communication. A meeting of the directors or any committee of the Board may be conducted, in whole or in part, by electronic transmission by and to the Commission or by conference telephone or electronic video screen communication if authorized by the Board in its sole discretion. The director or committee member shall be deemed present in person at such meeting if the conditions of RSMo. Sec. 610.015 are satisfied.

Section 5.15 Adjournment of Meeting. A majority of the directors present, whether or not a quorum is present, may adjourn the meeting to another time and place. If a meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment to another time and place shall be given before the adjourned meeting to each director not present at the time of the adjournment.

Section 5.16 Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all of the directors or committee members consent to the action in writing. The action by written consent shall have the same force and effect as a unanimous vote of the directors or committee members.

Section 5.17 Compensation. The Commission shall not pay compensation to directors for services rendered to the Commission as directors, except that directors may be reimbursed for actual expenses reasonably incurred in the performance of their duties to the Commission, such as attending meetings and administering the Commission's affairs. A director may receive reasonable compensation for the performance of services provided to the Commission in any capacity separate from his or her responsibilities as a director when so authorized by a majority of the directors then in office and subject to Section 5.18 of these bylaws and any applicable Board policy or procedure.

Section 5.18 Conflict of Interest. The Board affirms that the members, directors, officers, employees, agents and fiduciaries of the Commission (i) have a special obligation to exercise their authority and to carry out the duties of their respective positions for the sole benefit of the Commission, the Commission's charitable purposes, and the general public served by the Commission, and (ii) should avoid placing themselves in positions in which their personal interests are, or may be, in conflict with the interests of the Commission. Where a potential conflict of interest exists, whether directly or indirectly, it shall be the responsibility of the person involved to notify the Board of the circumstances resulting in the potential conflict so that the Board can provide such guidance and take such action as it shall deem appropriate. No director who is directly or indirectly involved in a potential conflict of interest shall be counted in determining the existence of a quorum at any meeting of the Board where the potential conflict is considered, nor shall such director vote on any action of the Board regarding the potential conflict of interest. The Board may, from time to time, articulate its expectations regarding conflicts of interest and related matters in a written policy. The Board may further provide a copy of said written policy to members, directors, officers, employees and agents on an annual basis and require such persons to

disclose existing or potential conflicts of interest as defined herein and under said written policy along with a signature in acknowledgement of receipt and intent to comply.

ARTICLE VI COMMITTEES

Section 6.01 Executive Committee and Other Committees of the Board. The Board, by resolution adopted by a majority of the Entire Board, may designate one or more committees, including an executive committee, each consisting of two (2) or more directors, to serve at the pleasure of the Board and to exercise the authority of the Board to the extent provided in the resolution establishing the committee, except that no such committee shall have authority to do any of the following:

- (a) Approve any action for which the Intergovernmental Agreement, or these bylaws requires approval by the Entire Board.
- (b) Fill vacancies on the Board or in any committee which has the authority of the Board.
- (c) Amend or repeal the bylaws or adopt new bylaws.
- (d) Amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable.
- (e) Appoint committees of the Board or the members thereof.
- (f) Expend corporate funds to support a nominee for director after there are more people nominated for director than can be elected.
- (g) Authorize distributions to members, directors, officers, agents or employees except in exchange for value received.
- (h) Approve or recommend to members dissolution, merger or the sale, pledge or transfer of all or substantially all of the Commission's assets.
- (i) Elect, appoint or remove directors.

The designation of a committee of the Board and the delegation thereto of authority shall not operate to relieve the Board or any member thereof of any responsibility imposed by law. All members of the executive committee shall be directors, except as otherwise provided in a resolution of the Board, however, other committees of the Board may have members who are not directors in addition to the two (2) or more committee members who are directors.

Section 6.02 Quorum and Action by Committee. Unless otherwise provided by resolution of the Board, a majority of all of the members of a committee shall constitute a quorum for the transaction of business and the vote of a majority of all of the members of a committee shall be the act of the committee. The procedures and manner of acting of the executive committee and the other committees of the Board shall be subject at all times to the direction of the Board.

Section 6.03 Alternate Members. The Board, by vote of a majority of the Entire Board, may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

Section 6.04 RESERVED.

Section 6.05 RESERVED.

Section 6.06 Advisory Committees. The Board may create one or more advisory committees to serve at the pleasure of the Board. Appointments to such advisory committees may, but need not, be directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect.

ARTICLE VII OFFICERS

Section 7.01 Officers. The officers of the Commission shall consist of at least a Board Chair or a President or both, a Secretary, and a Treasurer or a Chief Financial Officer or both. The Board may from time to time appoint such other officers, including one or more Vice Presidents, as it may determine. All officers shall be chosen by the Board from slates of candidates eligible and willing to serve. One person may hold, and perform the duties of, more than one office, except that the same person may not concurrently hold the offices of President or Board Chair and Secretary, Treasurer or Chief Financial Officer.

Section 7.02 Election, Term of Office and Qualifications. For the first term during which these bylaws are in full force and effect, the officers of the Commission shall be elected by the initial Board at the first meeting of that body, to serve at the pleasure of the Board of the Commission until the first annual meeting of the Board or until their successors are duly elected. Thereafter, the officers of the Commission shall be elected by a majority vote of the Board at the annual meeting of the Board, and each officer shall hold office for a one (1) year term, subject to the rights, if any, of an officer under any contract of employment. Each officer shall hold his or her office until such officer's successor is elected and qualified or until such officer's earlier death, resignation, or removal. Officers may be elected for three (3) consecutive terms, subject to the rights, if any, of an officer under any contract of employment. Except as may otherwise be provided herein or in the resolution of the Board choosing an officer, no officer need be a director. All officers shall be subject to the supervision and direction of the Board. Notwithstanding the foregoing, the election, term of office, and qualifications for the Board Chair are set forth in Section 7.06 herein.

Section 7.03 Removal. Any officer elected or appointed by the Board may be removed at any time, with or without cause, by a vote of a majority of the Entire Board at a duly held meeting at which a quorum is present, subject to the rights, if any, of an officer under any contract of employment.

Section 7.04 Resignation. Any officer may resign at any time by giving written notice to the Board. Unless otherwise specified in the notice, the resignation shall take effect at the time

of receipt by the Board. The acceptance of such resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Commission under any contract to which the officer is a party.

Section 7.05 Vacancies. A vacancy in any office arising from any cause shall be filled for the unexpired portion of the term by the Board at the next regular or special meeting of the Board.

Section 7.06 Board Chair. The Board Chair, if any, shall be a director and preside at all meetings of the Board, and exercise and perform such other powers and duties as may from time to time be assigned to him or her by the Board. If the Commission has both a Board Chair and a President, the Board shall, by resolution, establish the specific duties carried by each position. Notwithstanding anything to the contrary in Section 7.02 of these bylaws, the Board Chair (i) shall rotate on an annual basis between the directors in accordance with the alphabetical order of each member (e.g., the director from the City of Brentwood would serve as the Board Chair for the first year, the director from the City of Clayton would serve as the Board Chair for the second year, the director from the City of Maplewood would serve as the Board Chair for the third year, the director from the City of Richmond Heights would serve as the Board Chair for the fourth year, and then the order would repeat itself); (ii) shall hold office for a one (1) year term and shall hold his or her office until the Board Chair's successor is elected and qualified or until such Board Chair's earlier death, resignation, or removal; and (iii) may not serve consecutive terms as Board Chair. Notwithstanding the foregoing, the director having served as the Board Chair may continue to serve as a director following such director's term as Board Chair.

Section 7.07 President. The President shall preside at all meetings of the Board if there is no Board Chair or in the Board Chair's absence. He or she shall have the general powers and duties of supervision and management of the Commission which usually pertain to his or her office and shall perform all such other duties as are properly required of him or her by the Board. The President shall, in addition, be the Chief Executive Officer.

Section 7.08 Vice President. Each Vice President may be designated by such title as the Board may determine, and each such Vice President in such order of seniority as may be determined by the Board, shall, in the absence or disability of the President perform the duties and exercise the powers of the President. Each Vice President also shall have such other powers and perform such duties as usually pertain to his or her office or as are properly required of him or her by the Board.

Section 7.09 Secretary. The Secretary shall have the following powers and duties, and such other powers and duties as usually pertain to his or her office or as are properly required of him or her by the Board:

(a) **Articles and Bylaws.** The Secretary shall keep or cause to be kept the original or a copy of the Commission's Intergovernmental Agreement and these bylaws, as amended from time to time, at its principal office in the State of Missouri.

(b) **Minutes and Resolutions.** The Secretary shall record, certify, and keep, or cause to be kept, the original or a copy of the minutes of all meetings and resolutions of

the Board and its committees, and all meetings and ballots of the members. The minutes may also be kept in a form that is readily convertible into a clearly legible tangible form.

(c) **Notices and Reports.** The Secretary shall give and serve all notices and reports as required by law and these bylaws.

(d) **Corporate Seal.** The Secretary shall keep the corporate seal, if any, to sign such instruments as require the seal and his or her signature.

(e) **Inspection.** The Secretary shall exhibit at all reasonable times the Commission's Intergovernmental Agreement and bylaws to any director or member upon written demand at the principal office of the Commission.

Section 7.10 Treasurer. The Treasurer shall have the following powers and duties, and such other powers and duties as usually pertain to his or her office or as are properly required of him or her by the Board:

(a) **Books of Account.** The Treasurer shall have the custody of all the funds and securities of the Commission and shall keep and maintain full and accurate accounts of all deposits, disbursements, properties, and business transactions of the Commission.

(b) **Deposits and Disbursements.** The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Commission in the depositories designated by the Board and shall disburse the funds of the Commission as may be ordered by the Board.

(c) **Financial Report.** The Treasurer shall render to the Board Chair/President and any of the directors of the Commission, at the annual meeting of the Board and upon request, an account of his or her transactions as Treasurer and of the financial condition of the Commission.

(d) **Inspection.** The Commission's books of account and records shall be open to inspection at all reasonable times to the Board Chair/President and any of the directors or members of the Commission upon request at the principal office of the Commission.

Section 7.11 Additional Officers. The Board may from time to time appoint such additional officers as it shall deem necessary. New offices may be created and filled at any meeting of the Board. To the fullest extent allowed by law, the Board may prescribe each additional officer his or her respective title, term of office, authority, and duties.

Section 7.12 Compensation. The salaries of the Commission's officers, if any, shall be fixed from time to time by the Board or by such committee to which the Board has delegated such authority. Any officer who is also an employee of a member shall not be eligible to receive a salary from the Commission, except that such officers may be reimbursed for actual expenses reasonably incurred in the performance of their duties to the Commission. Notwithstanding the foregoing, no officer shall be prohibited from receiving compensation because the officer is also a director of the Commission as long as such compensation is permitted under Section 5.17 of these bylaws. The salaries of all officers shall be just and reasonable and given in return for services actually rendered

for the Commission and subject to any contract of employment between the officer and the Commission.

Section 7.13 Compensation of Certain Officers. The Board, or an authorized committee of the Board shall review and approve the compensation, including benefits, of every person, regardless of title, with the powers, duties, or responsibilities of the President, Treasurer, and Chief Financial Officer to assure that it is just and reasonable. This review and approval shall occur at all of the following times:

- (a) Initially upon the hiring of the officer.
- (b) Whenever the term of employment, if any, of the officer is renewed or extended.
- (c) Whenever the officer's compensation is modified (unless a similar modification of compensation is applied to all other employees).

ARTICLE VIII EXECUTION OF INSTRUMENTS; DEPOSITS

Section 8.01 Contracts and Instruments. The Board may authorize any officer or agent of the Commission to enter into any contract, to execute and deliver any instrument, or to sign checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness in the name of and on behalf of the Commission with a dollar value up to One Thousand Dollars (\$1,000.00). Such authority may be general or may be confined to specific instances. For any contract or instrument exceeding \$1,000.00, the Board must approve the contract or instrument by a majority of the Board. No instrument required to be signed by more than one officer may be signed by one person in more than one capacity.

Section 8.02 Deposits. The funds of the Commission shall be deposited in its name with such banks, trust companies, or other depositories as the Board, or officers to whom such power has been delegated by the Board, may from time to time designate.

Section 8.03 Budget. An annual budget shall be prepared at the direction of the President for approval by the Board at its annual meeting.

ARTICLE IX INDEMNIFICATION

Section 9.01 The Commission shall indemnify a director or other person to the fullest extent allowed by applicable law.

Section 9.02 RESERVED.

Section 9.03 RESERVED.

Section 9.04 RESERVED.

Section 9.05 RESERVED.

Section 9.06 RESERVED.

Section 9.07 RESERVED.

ARTICLE X GENERAL PROVISIONS

Section 10.01 Fiscal Year. The fiscal year of the Commission shall be the calendar year unless otherwise provided by the Board.

Section 10.02 Corporate Seal. The corporate seal, if any, shall have inscribed thereon the name of the Commission, the year of its organization, and the words "Corporate Seal, Nonprofit Public Benefit Commission, Missouri." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced. Failure to affix the seal to corporate instruments shall not affect the validity of such instruments.

Section 10.03 Books and Records. The Commission shall keep at the principal office of the Commission correct and complete books and records of the activities and transactions of the Commission, including the minute book, which shall contain a copy of the Intergovernmental Agreement, a copy of these bylaws as amended to date, all resolutions of the Board, and all minutes of meetings of the Board and committees thereof.

Section 10.04 Records Retention and Destruction Policy. In any instance where the Commission faces issues related to document retention, it shall follow the procedures and rules adopted by Resolution of the Board.

Section 10.05 RESERVED.

Section 10.06 Annual Returns. The Entire Board shall review and approve the Commission's annual filing (if any) with the Internal Revenue Service before it is filed.

Section 10.07 Annual Report; Statements of Transactions. The Treasurer or Chief Financial Officer shall engage an independent accountant, on behalf of the Commission, that is currently under contract to provide services to one of the members to prepare the annual report of the Commission. The Board must send the annual report to each director and member not later than 120 days after the close of the Commission's fiscal year. If approved by a majority of the Board, the annual report and any accompanying material sent pursuant to this Section 10.07 may be sent by electronic transmission by the Commission. The annual report shall contain in appropriate detail all of the following:

(a) The assets and liabilities, including the trust funds, of the Commission as of the end of the fiscal year.

(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.

(c) The revenue or receipts of the Commission, both unrestricted and restricted to particular purposes, for the fiscal year.

(d) The expenses or disbursements of the Commission, for both general and restricted purposes, during the fiscal year.

Section 10.08 Electronic Signatures. Wherever a written instrument is required to be executed hereunder, an electronic signature, to the extent permitted by applicable law, shall be deemed to be a written signature.

ARTICLE XI (RESERVED)

ARTICLE XII AMENDMENTS

Section 12.01

(a) The Board may adopt, amend, or repeal bylaws by the affirmative vote of the majority of the Board except that:

(i) Such action may not materially and adversely affect the rights of the members as to voting and transfer without the approval of the majority of the members.

(ii) Where any corporate action requires a greater vote in these bylaws, any amendment or repeal of such provision must be approved by the same greater vote.

(iii) No amendment may extend the term of a director beyond that for which the director was elected.

(iv) Such action shall be authorized at a duly called and held meeting of the Board for which written notice of such meeting, setting forth the proposed alteration, is given in accordance with the notice provisions for special meetings set forth herein.

(b) The members may adopt, amend, or repeal bylaws by the approval of the majority of the members. Such action shall be authorized at a duly called and held meeting of the members for which written notice of such meeting, setting forth the proposed alteration, is given in accordance with the notice provisions for special meetings set forth herein.

ARTICLE XIII NON-DISCRIMINATION

Section 13.01 In all of its dealings, neither the Commission nor its duly authorized agents shall discriminate against any individual or group for reasons of race, color, creed, sex, age, culture, national origin, marital status, sexual preference, mental or physical handicap, or any category protected by state or federal law.

**ARTICLE XIV
REFERENCE TO INTERGOVERNMENTAL AGREEMENT**

Section 14.01 References in these bylaws to the Intergovernmental Agreement shall include all amendments thereto or changes thereof unless specifically expected by these bylaws. In the event of a conflict between the Intergovernmental Agreement and these bylaws, the Intergovernmental Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

The undersigned, Amy Hamilton, hereby certifies that she is the duly elected and acting Secretary of Central Core Fire Training Center Commission, a statutory, intergovernmental Commission, and that the foregoing bylaws were adopted as the bylaws of the Commission as of September 18, 2023 and that the same do now constitute the bylaws of the Commission.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Commission as of this 18th day of September, 2023.

CENTRAL CORE FIRE TRAINING
CENTER COMMISSION

By: _____

Name: Amy Hamilton

Title: Secretary of Commission

GROUND LEASE

THIS GROUND LEASE (“Lease”) is made as of the ____ day of _____, 2023 (the “Effective Date”), by and between 4216 Carr Lane Ct., LLC, a Missouri limited liability company (the "Landlord") and Central Core Fire Training Center Commission (the "Tenant"), a public subdivision jointly organized by the Cities of Brentwood, Clayton and Richmond Heights, all in the State of Missouri (collectively, the “Cities” and individually, a “City”) who hereby mutually covenant and agrees as follows. Each of Tenant and Landlord is a “party” and collectively, the “parties”.:

RECITALS

A. Tenant has been formed by the Cities under the authority of Missouri and such Cities to provide and enhance training and education for the firefighters and others who provide vital public safety services for first responders to the citizens of St. Louis County.

B. Tenant has requested, and Landlord has agreed in the spirit of supporting such community safety goals, to allow Tenant to construct a training facility and ancillary structures on property owned by Landlord, for which Landlord will not charge any base rent, subject to the provisions of this Lease.

I. GRANT, TERM, DEFINITIONS AND BASIC PROVISIONS

1.1 Grant. Landlord is the owner of the real estate located at 4224 Carr Lane Ct., St. Louis, MO 63119, and legally described in Exhibit A attached hereto and incorporated herein (the “Property”). For and in consideration of the rents and other sums herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be performed, Landlord hereby leases to Tenant, and Tenant hereby lets from Landlord, the "Leased Premises", consisting of the entire Property, but specifically excluding the area leased pursuant to the Billboard Lease described herein and shown on Exhibit B. The Leased Premises is subject to any and all mortgages, deeds of trust, easements, rights-of-way, restrictions, the Billboard Lease, and other title matters of record.

1.2 Lease Term. The term of this Lease shall commence on the Effective Date (the “Commencement Date”) and continue for a period of twenty (20) years (the “Initial Term”). The last day of the Initial Term shall be the last day of the month in which the twentieth (20th) anniversary of the Commencement Date occurs (“Expiration Date”), unless sooner terminated as herein provided. Tenant’s obligations under this Lease to construct the Tenant’s Initial Improvements (as defined herein) are contingent upon receiving all necessary permits and zoning approvals to proceed with construction of a fire training facility, and satisfaction in Tenant’s sole discretion with the construction costs and approvals to proceed and feasibility within eighteen (18) months of the Commencement Date (the “Permitting Period”). If Tenant does not receive said permits, zoning approvals and assurances within such Permitting Period, Tenant or Landlord may immediately terminate this Lease by written notice to the other party. Tenant shall comply with all obligations of Tenant under this Lease, including without limitation, Sections 3.2, 3.3, Article IV and Section 7.1, commencing on the Commencement Date and throughout the Permitting Period; provided, however, until Tenant receives the permits and zoning approvals described in this Section, Tenant is not required or allowed to construct the Tenant’s Initial Improvements.

1.3 Options to Extend. Tenant may, at its option and subject to the conditions herein stated, extend the Initial Term of this Lease for up to three (3) additional periods of ten (10) years each, subject to all the provisions of this Lease. Each additional extension period hereunder shall be referred to as an “Extended Term.” For purposes of this Lease, any reference to the “Lease Term” shall mean the Initial Term and each exercised Extended Term, if applicable. The Expiration Date shall be deemed extended, to the extent applicable, to the last date of each Extended Term exercised by Tenant under this Lease. Tenant’s right to

exercise each Extended Term is subject to the following conditions precedent: (i) Tenant shall not be in default under this Lease, beyond any applicable notice and cure periods, as of the date Tenant exercises the Extended Term and as of the first day of such Extended Term; and (ii) Tenant shall have given notice to Landlord not less than six (6) months prior to the expiration of the Initial Term or Extended Term, as applicable, of Tenant's exercise of such option. In the event that Tenant effectively exercises any Extended Term herein granted, then all of the terms and provisions of the Lease as are applicable during the Initial Term shall likewise be applicable during any Extended Term except that Tenant shall have no further right to renew or extend the Term after the expiration or other termination of the last Extended Term.

1.4 Permitted Uses. Tenant may use the Leased Premises for only the following purpose: the training and physical preparation of firefighters and other first responders for all-hazard emergency response. In no event shall the Leased Premises be used or occupied by Tenant in any manner contrary to law, zoning regulations or record restrictions, if any, or constitute a public or private nuisance or waste, or render the insurance on the Leased Premises void. All individuals on the Leased Premises shall either be (i) an employee of one of the Cities, (ii) an employee of the Tenant, or (iii) an invitee of one of the Cities. Tenant shall obtain and deliver to Landlord, prior to commencing any training on the Leased Premises and thereafter on an annual basis, a liability waiver from each of the Cities and from each other agency that participates in a training program at the Leased Premises. In such liability waivers, the Fire Chief or City Manager for such City or agency will execute the waiver on behalf of such City's or agency's personnel and attest all personnel are covered by workers' compensation insurance and by their City's or agency's liability insurance. The form of such annual liability waiver shall be as reasonably required by Landlord.

II. POSSESSION

2.1 Acceptance of Leased Premises. Tenant has examined and knows the condition of the Leased Premises (including, without limitation, the condition of improvements, if any), and Tenant hereby leases from Landlord and accepts the Leased Premises in its "AS IS" condition. Neither Landlord nor any agents or employees of Landlord have made any representations or warranties, to Tenant or any agents or employees of Tenant with respect to the condition and repair of the Leased Premises, its fitness for any particular purposes, its compliance with any laws, and whether any utilities are available. Tenant acknowledges that it had before the Commencement Date the opportunity to make such inspections as it desires of the Leased Premises and all factors relevant to the use, occupancy and condition of the Leased Premises. Tenant's taking possession or commencing any use of the Leased Premises shall be conclusive evidence that the Leased Premises are in good order, suitable for Tenant's intended purposes, and acceptable to Tenant as of the date hereof and that Tenant has waived all claims and liabilities relating to the condition of the Leased Premises.

2.2 Lease Subject to Rights Granted Pursuant to Billboard Lease. Tenant acknowledges that this Lease and the Leased Premises are subject to the superior and prior rights granted in that certain Lease by and between Landlord and Outfront Media LLC ("Billboard Lessee) dated October 8, 2004 (as amended and extended, the "Billboard Lease"), which leases to Billboard Lessee pursuant to such Billboard Lease certain areas of approximately 35' x 60' generally depicted on Exhibit B. Billboard Lessee owns its improvements thereon and is entitled to a right of vehicular and pedestrian ingress and egress to and from such Billboard leased area and any other reasonable portion of the Leased Premises for installing, operating and removing the Billboard Sign. If the Leased Premises are secured by Tenant with locked gates, Tenant shall supply the Billboard Lessee with such access as granted under the Billboard Lease. Tenant shall coordinate with the Billboard Lessee regarding such entry, including the right of ingress and egress over the Leased Premises.

III. RENT

3.1 Base Rent. Base Rent and Additional Rent shall be collectively defined as the "Rent". Except as provided herein, Tenant is not required to pay any Base Rent for the Leased Premises. Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease. Rent shall be paid to or upon the order of Landlord at Landlord's address, and Landlord shall have the right to instruct Tenant to pay the Rent to a third party by giving written notice of the third party's name and address to Tenant. All payments of Rent shall be made without deductions, set off, discount or abatement in lawful money of the United States.

3.2 Taxes. During the Lease Term, Tenant shall pay to Landlord as Additional Rent, payable within fifteen (15) days after statement thereof from Landlord to Tenant, accompanied by bills, receipts or other reasonable verification, all real estate taxes and assessments attributed to the Property including all Tenant Improvements and other improvements on the Property and including all personal property taxes on Tenant's personal property, if applicable (the "Taxes"). "Taxes" shall include all federal, state and local governmental taxes, assessments, levies and charges (including transit or travel district taxes or assessments) of every kind or nature, whether general, special, ordinary or extraordinary, all payments in lieu of taxes or any nature, all utility taxes, rent taxes and all other taxes or assessments which Landlord is otherwise required to pay in connection with the ownership, leasing, management, control, or operation of the Property, or of any utilities, systems and apparatus located therein or used in connection therewith, including any rental or similar taxes levied in lieu of or in addition to general real or personal property taxes. Taxes shall not include any income taxes payable by Landlord. For purposes hereof, Taxes for any year shall be Taxes which become due for payment in that year (prorated for any partial year in the Lease Term). Notwithstanding the foregoing, the Billboard Lessee shall be liable for personal property taxes on its structure and equipment.

3.3 Management Fee; Expenses. Tenant shall pay to Landlord, as Additional Rent, a management fee of \$3,000.00, payable on the first day of the calendar year of the Term. Tenant shall also pay, as Additional Rent, payable within 15 days after statement thereof from Landlord to Tenant, all costs and expenses and disbursements of every kind and nature (the "Expenses") which Landlord shall pay or become obligated to pay during the Lease Term in connection with the Leased Premises, as applicable. It is the intent of Tenant and Landlord that this is a fully net Lease, with Tenant liable for all costs, expenses, repairs, taxes, insurance and other liabilities arising from or attributable to the Leased Premises.

3.4 Interest on Late Payments and Late Charges. Any Rent which is due shall bear interest at the rate of twelve percent (12%) per annum or the maximum rate of interest permitted by law, whichever is less, from the date when such Rent is payable under the terms of this Lease until the same shall be paid. Additionally, after a 5 day grace period, a late charge of ten percent (10%) of all delinquent Rent shall be paid to Landlord by Tenant.

IV. INSURANCE

4.1. Types and Amounts. During the Lease Term of this Lease, Tenant shall procure and maintain policies of insurance, at its sole cost and expense and in form approved by Landlord, insuring:

- (a) Landlord and Tenant, pursuant to commercial general liability insurance which shall not constitute a waiver of Sovereign Immunity, from all claims, demands or actions for bodily injury, death or property damage in an amount of not less than \$2,000,000.00 per injury to any one person and \$3,000,000.00 for any one occurrence arising from, related to or connected with Tenant's use or occupancy of the Leased Premises. Said insurance shall provide for full coverage of the indemnity set forth in Section 11.1 hereof.

(b) All contents and Tenant's trade fixtures, machinery, equipment, personal property and furnishings in the Leased Premises, in an amount of at least one hundred percent (100%) of their full replacement cost under fire, other perils and extended coverage property insurance, including, without limitation, vandalism, theft, and malicious mischief. Tenant may self-insure for this risk.

(c) The Leased Premises, including Tenant's Initial Improvements, any and all structures (temporary or permanent), Alterations (as defined herein), improvements, additions, installed fixtures, equipment, personal property and any other property which makes up the Leased Premises against property damage in an amount equal to one hundred percent (100%) of the full replacement cost, on an all risk basis, including without limitations, flood, earthquake, fire, lighting, debris removal, windstorm and tornado, hail, aircraft and vehicle damage, riot and civil commotion, vandalism and malicious mischief, explosion and smoke damage coverage.

(d) At all times that Tenant, in accordance with this Lease, is performing any grading or other construction work (the "Tenant's Construction Work") at the Leased Premises, Tenant shall, if required by Landlord, procure, or require its contractor to procure, builder's risk insurance.

(e) Tenant shall maintain in effect worker's compensation insurance in amounts set forth by Law.

(f) Tenant shall maintain automobile insurance for all vehicles used or located on the Leased Premises.

Not more often than once every 5 years, Landlord may evaluate the required coverage amounts of the insurance required to be carried by Tenant, and Landlord may reasonably increase such insurance amounts to be consistent with other commercial facilities and the potential liabilities as reasonably determined by Landlord.

4.2 Form of Insurance. The insurance required pursuant to Subsection 5.1 shall be issued by companies qualified to do business in the State of Missouri and in form and substance reasonably satisfactory to Landlord and any mortgagee of Landlord. All policies shall name Landlord as a named insured or loss payee with a standard loss payee clauses satisfactory to Landlord and Landlord's mortgagee. The Landlord shall also be named on any umbrella liability policies of Tenant. The insurance required by Tenant shall not be subject to cancellation or nonrenewal by either the insurance carrier or the insured except after at least thirty (30) days prior written notice to Landlord and any mortgagee of Landlord to the extent the identity and address of such mortgagee has been provided to the insurer and Tenant in writing. Prior to Commencement Date, certificates of insurance or copies or endorsements of insurance policies satisfactory to Landlord shall be deposited with Landlord.

4.3 Waiver of Subrogation Rights. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease or anyone claiming by, through, or under either party in connection with the Leased Premises and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense or is required under the Lease to be so insured, then the party so covered (or so required) hereby releases the other party from any liability said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as required) and waives any right of subrogation, on behalf of itself and its insurer which might otherwise exist in or accrue to any person on account thereof, provided that the party carrying the required insurance shall secure a waiver of the right of subrogation in such insurance coverage.

V. DAMAGE OR DESTRUCTION

If fire or other casualty damages or destroys the Leased Premises, Tenant shall as promptly as practicable provide Landlord with a reasonable written estimate of the time needed to repair the Leased Premise ("Designated Date"). If the Leased Premises shall be so damaged that a major portion of the Leased Premises are rendered untenable, then Landlord shall have the option to terminate this Lease by notice given to Tenant, provided, however, that Tenant shall then clear the Leased Premises to the condition existing at the Commencement Date and leave the Leased Premises in good condition, using insurance proceeds for such restoration, unless Landlord elects to receive all insurance proceeds and accept the Leased Premises in its then condition. If this Lease is not terminated as a result of such damage, Tenant shall proceed with reasonable diligence to repair and restore the Leased Premises at Tenant's cost on or before the Designated Date and shall be entitled to insurance proceeds for such reconstruction. In the event that Tenant fails to complete such repair or rebuilding, for reasons other than a Force Majeure (hereinafter defined), within thirty (30) days after the Designated Date, Landlord shall have the option to terminate this Lease by notice to Tenant within forty-five days thereafter. Tenant shall restore the Leased Premises to substantially the same condition as had existed prior to the casualty, unless otherwise approved by Landlord. Tenant shall also repair or replace any improvements made by Tenant or personal property owned by Tenant. If terminated, all insurance proceeds attributable to the Leased Premises, excluding insurance proceeds attributable to Tenant's personal property, shall be paid over to Landlord, except as described above. If performance of any act required to be performed by Tenant or Landlord under this Lease is in whole or in part prevented or delayed by reason of any act of God, strike, lock-out, labor trouble, national inability to secure materials, restrictive laws, or any other cause, event or circumstance not the fault of Tenant or Landlord and beyond the control of them (any of which is a "Force Majeure" event), then upon giving notice to the other party, such action shall be extended to the extent of and for the duration of such Force Majeure event.

VI. CONDEMNATION

In the event that all or substantially all the Leased Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use or conveyed under threat of condemnation, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of the vesting of title. In the event that only a part of the Leased Premises shall be condemned, taken or conveyed, this Lease may be terminated by Landlord thereby as to such portion. All condemnation proceeds received in connection with any such condemnation, taking or conveyance shall be paid to Landlord, except Tenant shall be entitled to assert a claim against the taking authority for all equipment loss incurred by Tenant.

VII. MAINTENANCE, TENANT IMPROVEMENTS; AND ALTERATIONS

7.1. Maintenance. Tenant shall keep and maintain and replace as needed the entire Leased Premises, specifically including, without limitation each structure and improvement now or hereafter located thereon, in first class, maintenance condition and repair. Tenant is required to keep, maintain, repair and replace as needed the Leased Premises, whether such repairs are structural or non-structural. Tenant shall further keep and maintain the improvements and other areas of the Leased Premises safe, secure, sanitary and in compliance in all respects with all Laws (as defined herein).

Tenant and all holding under Tenant shall use diligence in the care and protection of Leased Premises during the Term of the Lease, to keep all property in first class order and repair and to surrender the Leased Premises at the termination of this Lease in substantially the same and in as good condition as received, reasonable wear and tear excepted. Tenant shall keep the Leased Premises in compliance with all applicable Federal, State and Local laws, ordinances, codes, rules, regulations and order (collectively, "Laws") now in force or hereafter enacted in respect to the use, occupancy, operations, or construction on or

of the Leased Premises, including without obligation, Americans With Disability Act. Upon surrender of the Leased Premises, Tenant shall certify that the Leased Premises are in compliance with such Laws, or at its expense, do whatever is necessary to bring the Leased Premises into compliance prior to surrender of the Leased Premises. Without limiting the foregoing, throughout the Lease Term, Tenant shall use the Leased Premises in compliance with all Environmental Laws (hereinafter defined) applicable to the Leased Premise.

7.2 Tenant's Initial Improvements and Alterations. Tenant shall be permitted to install the alterations, additions and improvements as may be necessary or appropriate in order for Tenant to operate at the Leased Premises (the "Tenant's Initial Improvements") for the Permitted Use, in accordance with this Section. Tenant shall have three (3) years to complete such improvements from the Commencement Date. The plans and specifications for Tenant's Initial Improvements and the detail and design therefor (the "Tenant's Plans") , shall be prepared by Tenant and submitted to Landlord for the prior review and written approval of Landlord, which consent is not to be unreasonably or untimely withheld. In no event shall Landlord have any liability for the compliance of the Tenant's Plans with Laws or for the substance of such Tenant's Plans. Landlord shall have no liability or responsibility for any loss of or any damage to Tenant's Initial Improvements or any other improvements on the Leased Premises, or any equipment, personal property or fixtures of Tenant so installed or placed in the Leased Premises, except only to the extent of Landlord's gross negligence or willful misconduct. Tenant shall install and construct the Tenant's Initial Improvements, at Tenant's sole cost, in full compliance with all Laws, taking into account Tenant's Permitted Use of the Leased Premises. Tenant shall obtain any and all permits and licenses required for the installation, construction and operation of the Tenant's Initial Improvements and all additional alterations, improvements or additions made after Tenant's Initial Improvements (all of which are "Alterations"). Tenant's Initial Improvements shall be performed in a good and workmanlike manner with first class quality materials. Tenant shall not be permitted to commence construction of Tenant's Initial Improvements until such time as Landlord has approved the construction documents of Tenant's Plans (as approved by Landlord, the "Approved Plans").

Tenant's Initial Improvements shall be performed only by licensed contractors and subcontractors approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. All contractors and subcontractors shall be required to procure and maintain insurance against such risks, in such amounts, and with such companies as required of Tenant in this Lease, unless Landlord agrees otherwise. Certificates of such insurance must be received by Landlord before Tenant's Initial Improvements are commenced. Tenant's Initial Improvements shall be performed free of defects, free of liens and shall conform strictly with the Approved Plans. Any alterations to the Approved Plans shall be delivered to Landlord, for Landlord's approval. Tenant shall deliver to Landlord within thirty (30) days after completion of Tenant's Initial Improvements a set of "as built" drawings of the Premises from Tenant or from Tenant's contractor.

Tenant shall provide Landlord with a schedule of the anticipated construction of the Tenant's Initial Improvements, including the anticipated commencement and substantial completion of the same. In the event Tenant fails to complete Tenant's Initial Improvements within three (3) years of Commencement Date subject to delays by Force Majeure beyond the reasonable control of Tenant, Landlord may provide written notice to Tenant that Landlord is terminating this Lease and Tenant shall be required, at Landlord's election and written notice, to remove all above ground (but not subsurface) improvements made on the Leased Premises and return the Leased Premises to the same condition as existed as of the Execution Date (excluding any below surface improvements). Tenant shall further be liable for all costs and damages incurred by Landlord due to Tenant's failure to complete such Tenant's Initial Improvements.

Tenant shall not make any Alterations to the Leased Premises without the prior written consent of Landlord, which shall not be unreasonably or untimely withheld. Any Alterations approved by Landlord shall be made at Tenant's sole cost and expense. In the event Tenant makes any Alterations not in compliance with

the provisions of this Section 7.2, Tenant shall, upon written notice from Landlord, immediately remove such Alterations and restore the Leased Premises to the condition immediately prior to the making thereof. If Tenant fails to so remove such Alterations and restore the Leased Premises within 30 days, Landlord may, at its option, and in addition to all other rights or remedies of Landlord under this Lease, at law or in equity, enter the Leased Premises and perform the obligations of Tenant and Tenant shall reimburse Landlord for the costs to Landlord thereof, immediately upon demand. Such entry by Landlord shall not be deemed an eviction or disturbance of Tenant's use or possession of the Leased Premises nor render Landlord liable in any manner to Tenant. All approved Alterations which Tenant makes to the Leased Premises after completion of the Tenant's Initial Improvements shall likewise comply with the requirements in this Section.

7.3 Signs. Tenant shall have the right to install signs, of a size and material acceptable to Landlord, only with the prior written and reasonable consent of Landlord. Upon termination of this Lease, Tenant shall remove all such signs and restore any damage to the Leased Premises.

VIII. ASSIGNMENT AND SUBLETTING

Tenant will not assign, mortgage, pledge or in any manner transfer any of the interest in this Lease or sublet or allow anyone but Tenant to use or occupy all or any portion of the Leased Premises, without Landlord's prior written consent in each instance, in Landlord's sole discretion. No such approved assignment, mortgage, pledge, transfer or subletting shall operate to release Tenant of its responsibilities hereunder.

IX. LIENS AND ENCUMBRANCES

9.1 Encumbering Title. Tenant shall not do any act which shall in any way encumber Landlord's interest in and to the Leased Premises, nor shall the interest or estate of Landlord in the Leased Premises in any way become subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any action by Tenant. Any claim to, or lien upon the Leased Premises arising from any act or omission of Tenant shall be immediately removed by Tenant, at Tenant's cost.

9.2 Liens and Right to Contest. Tenant shall not permit the Leased Premises to become subject to any mechanics', laborers or materialmen's lien on account of labor or material furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction of, Tenant. In the event of any lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper cost and charges, and shall have the lien released and any judgment satisfied.

X. UTILITIES

Tenant shall, after obtaining Landlord's prior consent to the Approved Plans, install, as needed, and purchase all utility services, including without limitation, gas, water, sewerage and electricity, from the utility or municipality providing such service, and shall pay for such installation and services when such payments are due directly to the utility provider, as Additional Rent. Tenant shall have the right, at its sole cost and expense to install, improve and increase the utilities serving the Leased Premises as Tenant deems reasonably necessary for its use of the Leased Premises, but all such installations and connections are subject to the prior written consent of Landlord.

XI. RELEASE, INDEMNITY AND WAIVER

11.1 Tenant's Indemnity. To the extent allowed or provided by law, Tenant will defend, protect, indemnify and save harmless Landlord, and its affiliates, agents, employees, and members, from and against,

all liabilities, obligations, claims, damages, penalties, causes of action, costs, liens and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Claims") imposed upon or incurred by or asserted against Landlord or an indemnitee by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Leased Premises or any part thereof or any use or occupancy of the Leased Premises, (b) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; (c) the performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Premises or any part thereof performed by or on behalf of Tenant during the Lease Term; or (d) any violation of any Law; or (e) Hazardous Materials (as defined below) not present at the time of Lease execution located over, beneath, in or upon the Leased Premises during the Term of this Lease, including, without limitation, claims of third parties (including governmental entities), provided however that Tenant shall have no obligation to indemnify Landlord for any of the foregoing to the extent such claim is caused or arises from Landlord's negligence or willful misconduct. Further, Tenant hereby waives and releases Landlord in full from any and all Claims imposed upon or incurred by or asserted against Landlord by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Leased Premises or any part thereof or any use or occupancy of the Leased Premises, (b) any violation of any Law; or (c) Hazardous Materials not present at the time of Lease execution located over, beneath, in or upon the Leased Premises during the Term of this Lease, including, without limitation, claims of third parties (including governmental entities). For purposes of this Lease, the term "Hazardous Materials" shall mean and include any hazardous, toxic or dangerous waste, substance or material including, but not limited to, petroleum and petroleum products, defined as such in or for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC Section 9601, et. seq.), Hazardous Materials Transportation Act (49 USC Section 1802, et. seq.); Resources Conservation and Recovery Act (42 USC Section 6901, et. seq.); or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material as now or at any time hereafter in effect (collectively, the "Environmental Laws").

Tenant agrees, at its sole expense, to strictly comply with all Environmental Laws affecting Tenant's use of the Leased Premises and shall provide Landlord with all notices received from any governmental authority concerning the same.

11.2 Defense. In case any action, suit or proceeding is brought against Landlord by reason of any occurrence provided for in this Article XIII, Tenant will with counsel of its choice, at Tenant's expense, resist and defend such action, suit or proceeding or cause the same to be resisted and defended.

11.3 Waiver of Claims. Tenant, on behalf of itself and each of the Cities, waives all claims it may have against Landlord for damage or injury to persons or property resulting from any part of the Leased Premises or any of its improvements or appurtenance, or resulting from any occurrence at or about the Leased Premises or resulting directly or indirectly from any act of neglect of any person, other than Landlord, to the extent permitted by Law. This Section 11.3 shall include, but not by way of limitation, damage caused by water, frost, excessive heat, sewage, gas, odors, or noise, or caused by any other occurrence, and shall apply equally whether any such damage results from the act or neglect of Tenant or any other person, other than Landlord, to the extent permitted by Law. All improvements and personal property belonging to Tenant or any occupant or invitee of the Leased Premises that is in or on any part of the Leased Premises shall be at the sole risk of Tenant or of such other person only, and Landlord shall not be liable for any damage, destruction, theft or vandalism thereto or for the misappropriation thereof.

11.4 Survival. The indemnifications and provisions contained herein shall survive termination of this Lease.

XII. RIGHTS RESERVED TO LANDLORD

Without limiting any other rights reserved or available to Landlord under this Lease, at law or in equity, Landlord reserves the following rights to be exercised at Landlord's election:

- (a) Upon prior notice to Tenant, except in case of emergency, to enter and/or inspect the Leased Premises and to make repairs to the Leased Premises; and
- (b) Upon prior notice to Tenant, to show the Leased Premises to prospective mortgagees, tenants, and purchasers whenever the need reasonably may arise.

Landlord may enter upon the Leased Premises for any and all of such purposes and may exercise any and all of the foregoing rights hereby reserved so long as such exercise does not result in any unreasonable interference to the conduct of Tenant's use or possession of the Leased Premises without being liable in any manner to Tenant.

XIII. QUIET ENJOYMENT

So long as Tenant is not in default under the covenants and agreements of this Lease, Tenant's quiet and peaceable enjoyment of the Leased Premises shall not be disturbed or interfered with by Landlord.

XIV. SUBORDINATION

14.1 Subordination. This Lease and Tenant's rights are and shall be subject to any present or future mortgage(s) or deed(s) of trust executed by Landlord against the Leased Premises and to any replacements, amendments, modifications or renewals thereof. Tenant shall execute and deliver within fifteen (15) days of the request of Landlord or its mortgagee such reasonable acknowledgments or documents as may be requested from time to time including, without limitation, subordination and attornment instruments and estoppel certificates. Landlord shall use commercially reasonable efforts to obtain from the holder of any present or future mortgage or deed of trust (i) the right for Tenant to cure a default by Landlord under such instrument or (ii) a subordination and non-disturbance agreement in form approved by such holder which allows the Lease to continue in the event of a foreclosure under such instrument provided Tenant fulfills its obligations under this Lease.

14.2 Assignment by Landlord. Landlord may, at any time, assign or transfer this Lease which Landlord elects, in its sole discretion, to execute and Landlord may sell the Leased Premises or any portion thereof. The term "Landlord" as used in this Lease means only the owner at the time of the fee estate of the Leased Premises, so that in the event of any sale of the Leased Premises, the seller, transferor or assignor shall be entirely relieved of all further obligations of Landlord herein. Any transferee, without further agreement, shall be bound by the obligations of Landlord herein from and after the date of such sale or assignment.

If, in connection with the financing of the Leased Premises or any part or component thereof, any lender shall request reasonable modifications of this Lease that do not increase the obligations or adversely affect the rights of Tenant under this Lease, Tenant covenants to make such modifications.

XV. SURRENDER

15.1 Surrender. Upon termination of this Lease, Tenant will at once surrender and deliver up the Leased Premises to Landlord in good condition and repair. All Alterations (which for purposes of this Section includes Tenant's Initial Improvements), temporary or permanent, including, without limitation,

wiring made or installed in or upon the Leased Premises by Tenant shall either, at Landlord's discretion and unless otherwise mutually agreed upon in writing (i) be removed by Tenant upon expiration or termination of this Lease, in which event Tenant shall restore the Leased Premises to the same condition as they existed prior to the making of such Alterations, repairing any damage occasioned by such removal, or (ii) as to any above-ground Alterations or other improvements identified by Landlord (excluding subsurface Alterations or improvements, remain on the Leased Premises. If Landlord requires removal of any or all of the Alterations and Tenant does not make such removal in accordance with this Subsection 15.1, Landlord may remove the same (and repair any damage occasioned thereby), and dispose thereof or, at its election, deliver the same to any other place of occupancy of Tenant or warehouse the same. Tenant shall pay the reasonable costs of such removal and repair to Landlord on demand.

15.2 Removal of Tenant's Property. Upon termination of this Lease, Tenant shall remove Tenant's articles of personal property, equipment, inventory and trade fixtures (the "Equipment and Trade Fixtures"); provided, however, that Tenant shall repair any injury or damage to the Leased Premises which may result from such removal, and shall restore the Leased Premises to the same condition as prior to the installation thereof. If Tenant does not remove Tenant's Equipment and Trade fixtures from the Leased Premises, as aforesaid, Landlord may remove the same (and repair any damage occasioned thereby), and dispose thereof or deliver the same to any other place of occupancy of Tenant or warehouse the same, and Tenant shall pay the reasonable cost of such removal, repair, delivery and warehousing to Landlord on demand.

15.3 Holding Over. Tenant shall have no right to occupy the Leased Premises or any portion thereof after the termination of this Lease or termination of Tenant's right to possession.

XVI. REMEDIES

16.1 Defaults. Any one or more of the following events shall be considered "events of default" as used herein:

- (a) Tenant shall fail to make any payment of Rent or any other payment required to be made by Tenant under this Lease within ten (10) days after the date such Rent or payment is due; or
- (b) Tenant shall fail to have any lien released and satisfy any judgment rendered thereon, or
- (c) Tenant shall default in keeping, observing or performing any of the other obligations, covenants or agreements required to be kept, observed or performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant.

Upon the occurrence of any one or more of such events of default, Landlord may, at its election, and subject to compliance with all applicable Laws, terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease. Upon termination of the Lease, or upon any termination of Tenant's right to possession without termination of the Lease, Tenant shall surrender possession and hereby grants to Landlord the full and free right, without demand or notice of any kind to Tenant (except as herein above expressly provided for), to enter into and upon the Leased Premises, as allowed by law, and to repossess the Leased Premises and to expel or remove Tenant and any others who may be occupying the Leased Premises, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law. Upon termination of this Lease, Landlord shall be entitled to recover as damages all Rent and other sums due and payable by Tenant on the date of termination, plus (1) an amount equal to the present value of the Rent and other sums provided herein to be paid by Tenant for the residue of the stated Term less amounts collected by Landlord from reletting

(taking into account the reasonable expenses necessary to obtain a replacement tenant or tenants, including reasonable expenses hereinafter described relating to recovery of the Leased Premises, preparation for reletting and for reletting itself), and (2) the cost of performing any other covenants to be performed by the Tenant. If Landlord elects to terminate Tenant's right to possession only without terminating the Lease, Landlord may, at Landlord's option, enter into the Leased Premises, remove Tenant's signs, if any, and other evidence of tenancy, and take and hold possession without such entry or possession terminating this Lease or releasing Tenant, in whole or in part, from Tenant's obligations to pay the Rent hereunder for the full term or from any other of its obligations under this Lease. Landlord may, but shall be under no obligation to do so, relet all or any part of the Leased Premises for such rent upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord may make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient which shall be paid by Tenant as damages. If Landlord does not relet the Leased Premises, Tenant shall pay to Landlord on demand the amount of Rent and other sums provided herein to be paid by Tenant for the remainder of the Lease Term as the same shall become due and payable. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the reasonable expenses of such reletting and the collection of the rent accruing therefrom (including but not by way of limitation, reasonable attorney's fees and brokers' commissions), to satisfy the Rent and other charges herein provided to be paid for the remainder of the Lease Term, Tenant shall pay to Landlord on demand in writing any deficiency as the same shall become due and payable. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Subsection 16.1.

If such a suit is filed, the non-prevailing party shall pay all reasonable costs and expenses, including attorneys' fees and costs, incurred by the prevailing party. No event of default by Tenant relieves Tenant of its obligations under this Lease, including its obligation to pay Rent for the balance of the Lease Term to the fullest extent allowed at Law or equity.

16.2 Remedies Cumulative. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or hereafter existing at Law or in equity or by statute and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

16.3 No Waiver. No delay or omission of either party to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance by Landlord of any payment of Rent or other sums due hereunder after the termination by Landlord of this Lease or of Tenant's right to possession hereunder shall not, in absence of agreement in writing to the contrary by Landlord, be deemed to restore this Lease or Tenant's rights hereunder, as the case may be, but shall be construed as a payment on account and not in satisfaction of damages due from Tenant to Landlord.

16.4 Limitation of Landlord's Liability. In addition to any limitations set forth elsewhere in this Agreement, Landlord's liability under this Lease shall be limited to the following and Tenant waives all other remedies or damages against Landlord: (i) in the event of any damage or loss to the property of Tenant due to the gross negligence or intentional acts by Landlord and/or its employees, in no event shall Landlord's liability under this Lease exceed the value of the personal property of Tenant so damaged or lost as of the date of damage or loss; (ii) in no event shall Landlord be liable for any special, indirect, exemplary, consequential or punitive damages, including, but not limited to, lost profits; and (iii) any such loss claimed by Tenant under this Section shall be net of any insurance proceeds payable to Tenant in respect of such damage or loss or which would have been payable had Tenant obtained the insurance

required in this Lease. In no event shall any member, officer, manager, employee or agent of Landlord be personally liable for any obligation or liability of Landlord under this Lease.

XVII. MISCELLANEOUS

17.1 Right to Cure. Following any notice or default to Tenant and opportunity for cure provided by Article XVII, Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims), and whenever Landlord so elects, all costs and expenses paid by it in curing such default, including, without limitation, reasonable attorneys' fees and costs, shall be so much Additional Rent due on the next rent date after such payment, together with interest at the rate of twelve percent (12%) per annum, or such lesser rate equal to the maximum rate of interest permitted by law, from the date of the advance to the date of repayment.

17.2 Amendments Must Be in Writing. None of the covenants, terms or conditions of the Lease to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed and delivered by both parties.

17.3 Notices. All notices to or demands upon Landlord or Tenant desired or required to be given under any of the provisions hereof shall be in writing. Any notices or demands shall be deemed to have been duly or sufficiently given if delivered personally, by telecopier, email or express courier, or if a copy thereof has been mailed by United States registered or certified mail, postage prepaid, in an envelope properly stamped and addressed. Notices to Landlord shall be given at the following addresses c/o Cozad Commercial Real Estate, Ltd., 16 Sunnen Drive, Suite 164, St. Louis, MO 63143 Attn: G.T. Cozad, III, or at such other address or to such other agent as Landlord may have designated by written notice to Tenant. Notices from Landlord to Tenant shall be given at the following address c/o City of Clayton, 10 N. Bemiston Avenue, Clayton, MO 63105 Attn: City Manager or to any other address of which Landlord has received written notice from Tenant.

All notices shall be deemed received by the addressee on the date of personal delivery or delivery of the telecopy or email or, in the case of mailing, one (1) day after delivery of the same to the United States Postal Service properly addressed and postage prepaid or in the case of carrier, one (1) day after delivery to a nationally recognized overnight carrier service for which such services are prepaid by sender.

17.4 Recording. Tenant shall not record this Lease or a Memorandum of Lease.

17.5 Time of Essence. Time is of the essence of this Lease.

17.6 Relationship to Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

17.7 Acknowledgment. In acknowledgment of the generosity and community spirit of Landlord in entering into this Lease. Tenant shall install, at its cost, a plaque or other form of recognition of Carr Lane Manufacturing Company, to be of such size and location as mutually agreeable to the parties.

17.7 Captions. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

17.8 Severability. If any term or provisions of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

17.9 Law Applicable. This lease shall be construed and enforced in accordance with the laws of the State of Missouri.

17.10 Covenants Binding on Successors. All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the permitted successors and assigns of the respective parties hereto.

17.11 Brokerage. Tenant warrants it has not used any broker or agent utilized in connection with the transactions contemplated hereby.

17.12 Landlord's and Tenant's Expenses. Tenant agrees to pay Landlord's expenses, including, without limitation, reasonable attorneys' fees and costs, incurred either directly or indirectly in enforcing any obligation of Tenant under this Lease or, in curing any default by Tenant hereunder. In the event that Landlord brings suit for the possession of the Leased Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by Landlord shall be paid by the Tenant.

17.13 Entire Agreement. This Lease contains the entire agreement of the parties hereto and no representations, warranties, inducements, promises or agreements, oral or otherwise not set forth herein this Lease shall be of any force or effect. The masculine (or neuter) pronoun, singular number shall include the masculine, feminine and neuter gender and the singular and plural number.

17.14 Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

17.15 Authority. Prior to execution Tenant shall provide evidence of authority to execute this Lease and information requested by Landlord about appropriations for Tenant's obligations under the Lease.

17.16 Right of First Offer. If Landlord wishes to offer for sale its interest in the Property or any substantial portion thereof during any Term of this Lease, Landlord will give notice in writing to the Tenant of Landlord's desire to offer for sale Landlord's interest no later than thirty (30) days prior to any anticipated date for publicly offering the same (the "First Offer Notice"). Landlord shall include in the First Offer Notice the purchase price and other material terms under which Landlord would offer the Property for sale. Tenant will have the right, but not the obligation, to purchase Landlord's interest pursuant to the terms in the First Offer Notice. Tenant may exercise this right by delivering written notice to Landlord within the 25-day period after Landlord's delivery of the First Offer Notice (the "Offer Response Period"). If the Tenant exercises this right, the purchase price and other sale terms for the Property or portion thereof identified in the First Offer Notice shall be as set forth in the First Offer Notice. If Tenant notifies Landlord that Tenant declines the first offer to purchase the Property as set forth in the First Offer Notice, or if fails to respond to the First Offer Notice, in either case by the last day of the Offer Response Period, the right of first offer is rejected or deemed rejected by Tenant. Upon rejection, Landlord is free to offer the Property or any portion thereof to any other potential purchaser, on such terms and provisions as desired by Landlord. Although Tenant's failure to respond to the First Offer Notice within the Offer Response Period is a deemed rejection, Tenant shall, on request from Landlord, execute a waiver of such First Offer Notice, in form reasonably acceptable to a title company and

sufficient to issue an owner's policy of title insurance free of the right of first offer. Tenant's failure to execute such waiver after request by Landlord shall constitute a default under this Lease.

SIGNATURES ON NEXT PAGE

FINAL DRAFT FOR ADOPTION

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD: 4216 CARR LANE CT., LLC

By _____
Its: _____

TENANT: CENTRAL CORE FIRE TRAINING CENTER

COMMISSION

By: _____
Its: _____

EXHIBIT A

Legal Description of Leased Premises

A tract of land being part of Lot A of "Laclede Gas Subdivision in Shrewsbury", a subdivision recorded in Plat Book 357, Page 140 of the St. Louis County Recorder's Office, in United States Survey 2035, Township 45 North, Range 6 East of the Fifth Principal Meridian, in St. Louis County, Missouri; said tract being more particularly described as follows:

BEGINNING at a found rebar, stamped "Pitzman's LS10D", at the northwestern corner of said Lot A, said corner being on the southeastern line of the Burlington Northern - Santa Fe Railroad Right of Way, 100 feet wide; Thence North 65 degrees 08 minutes 32 seconds East, 69.89 feet along the common line between said Lot A and said Burlington Northern - Santa Fe Railroad Right of Way to a set rebar; Thence leaving said common line South 24 degrees 13 minutes 29 seconds East, 326.98 feet to a set rebar; Thence North 65 degrees 38 minutes 20 seconds East, 276.31 feet to the southernmost corner of Lot B of said "Laclede Gas Subdivision in Shrewsbury" subdivision, said corner being on a common line between said Lot A and the western line of the Burlington Northern - Santa Fe Railroad Right of Way, 200 feet wide, from said corner a found rebar stamped "Pitzman's LS10D" bears North 09 degrees 40 minutes 01 seconds West, 0.30 feet; Thence southwardly 173.69 feet along said common line between said Lot A and the western line of the said Burlington Northern - Santa Fe Railroad Right of Way along a curve to the left, having a radius of 1,532.69 feet, the chord of which bears South 16 degrees 30 minutes 45 seconds West, 173.60 feet to its intersection with the northern line of Interstate 44, from said intersection a found rebar stamped "Pitzman's LS10D" bears North 15 degrees 17 minutes 13 seconds East, 0.20 feet; Thence leaving the common line between said Lot A and the western line of said Burlington Northern - Santa Fe Railroad Right of Way South 65 degrees 44 minutes 47 seconds West, 175.06 feet along the common line between said Lot A and said northern line of Interstate 44 to a point from which a found rebar stamped "Pitzman's LS10D" bears North 66 degrees 34 minutes 18 seconds East, 0.12 feet; Thence South 59 degrees 44 minutes 47 seconds West, 191.30 feet along the common line between said Lot A and said northern line of Interstate 44 to the southernmost corner of said Lot A, from which a found rebar stamped "Pitzman's LS10D" bears North 41 degrees 57 minutes 15 seconds East, 0.53 feet; Thence leaving the northern line of said Interstate 44 North 24 degrees 42 minutes 45 seconds West, 370.00 feet along the southwestern line of said Lot A to a set rebar and from which a found iron pipe bears South 24 degrees 15 minutes 56 seconds East, 1.47 feet; Thence North 27 degrees 24 minutes 58 seconds East, 172.87 feet along the western line of said Lot A to the point of Beginning, and containing 2.677 acres, according to a survey executed by Engineering Design Source, Inc. in March, 2016.

EXHIBIT B