



**JOINT WORK SESSION MEETING WITH ECONOMIC DEVELOPMENT
COMMITTEE**

AGENDA

CITY OF CREVE COEUR

CITY COUNCIL

300 NORTH NEW BALLAS RD

FEBRUARY 12, 2024

6:00 PM

CALL TO ORDER

ROLL CALL

DISCUSSION ITEMS

1. 39 North AgTech Innovation District Update

Summary: Emily Lohse-Busch, Executive Director of 39 North AgTech Innovation District, will review progress and activities of that newly created non-profit including a review of activities in advancing the objectives pursuant to the City's Economic Development services agreement with 39N. The Economic Development Committee has been invited to participate in the Work Session.

ADJOURNMENT

Pursuant to Section 610.022 RSMo., the City Council could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. And/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.

Posted by: _____

Date/Time posted: _____

If you need special accommodations to attend a meeting, services may be arranged by contacting the Office of the City Administrator in advance.



SEMI-ANNUAL METRICS REPORT TO THE CITY OF CREVE COEUR

FEBRUARY 7, 2024

Overview of Contents

• Overview	Page 1
• Overall Highlights	Page 1
• Economic Development Marketing	Pages 1-2
• Business Retention and Expansion	Pages 2-3
• Business Attraction	Pages 3-4
• Strengthened Relationship with EcoDev Organizations	Pages 4-5
• Conclusion	Page 5
• Overview of 39 North	Pages 5-6

OVERVIEW

39 North AgTech Innovation District (39 North) is honored to continue to provide Economic Development Services for the City of Creve Coeur, MO. The following report provides to the Mayor and City Council an overview of economic development activities that 39 North has implemented over the past 6-month period that measurably advance the performance measurements laid out in our joint agreement passed through Resolution No. 1644.

Overall Highlights: February 2024

- In February 2024, 39 North was notified that we have been approved for a multi-year \$480,000 grant from the Missouri Technology Corporation, which is a public-private partnership created by the Missouri General Assembly to promote entrepreneurship and foster the growth of new and emerging high-tech companies throughout our state. The grant will allow us to significantly build our staff capacity in the areas of business attraction, marketing, and events. Each of these functions will serve to meaningfully advance our economic development work on behalf of the City of Creve Coeur in the coming years.
- 39 North is in final lease negotiations to secure a 12,000 sq ft space in the City of Creve Coeur to form the “Front Door” for 39 North – a space to host community events for current and prospective tenants and investors. We project that should the lease be finalized, we will be in a position to activate the space by May 2024.

Economic Development Marketing

The City wants to develop appropriate marketing necessary to foster economic development opportunities for the City. The City will work to identify future development sites, and work to complete necessary task so that sites are more “ready” for immediate business opportunity availability.

Accomplishments toward key metrics:

- The 39 North website will be updated in February 2024 with a new page linking to all available properties within 39 North for potential agtech/agri-food tech tenants.
- 39 North, in partnership with the Danforth Plant Science Center, has engaged a Project Management firm to begin pre-construction planning on three existing buildings within 39 North that have been identified as potential “graduation space” opportunities for agtech/agri-food tech companies that are ready to leave the Helix BioTech Incubator and/or are too developed to be “incubator” companies. This study should be completed in October 2024, and the report should include:



SEMI-ANNUAL METRICS REPORT TO THE CITY OF CREVE COEUR FEBRUARY 7, 2024

- Building condition assessment
 - Zoning confirmation
 - Environmental site assessment (Phase 1 & Phase 2)
 - Space programming/planning recommendations
 - Construction feasibility
- Using grant funding referenced in “Overall Highlights” section of this report, 39 North is currently embarking on an “Existing Conditions Analysis” of the entire 600-acre Innovation District. The analysis will result in a detailed report of current conditions within 39 North, including:
 - Land use, zoning, age, ownership, size, tenancy, occupancy, of all properties within the 600-acre 39 North footprint.
 - Analysis of transportation networks and connectivity, topography, and environmental constraints.
 - An existing conditions assessment of land use policy (i.e., zoning) and potential economic constraints that exist in the area to provide a baseline understanding of potential tools and zoning modifications that could be used to facilitate mission fulfillment.

The Analysis will conclude in May 2024, and 39 North will plan to highlight key findings in a later report to the City of Creve Coeur.

Outstanding Activities for 2024:

- In the coming months, 39 North will increase active participation in regional economic development council activities.
- 39 North will use the findings from both real-estate/economic development reports currently underway, and cited above, to create a full understanding of baseline conditions for real-estate development opportunity within 39 North.

Business Retention and Expansion

The City wants to ensure existing businesses thrive and remain or expand in the City. 39N shall solicit regular feedback from existing businesses to determine how they can best be served and how programs can be developed to leverage their assets and the assets of other similar businesses and the assets of the City and the District. 39N shall develop concepts which promote existing business within the District.

Accomplishments toward key metrics:

- Companies have indicated that one of the most significant values of 39 North is the proximity to and connection with peers and colleagues. To help maximize that benefit and ensure companies continue to see value in 39 North, we hosted three community events in 2023:
 - June 27 – Coffee with Colleagues event featuring Mike DeCamp, CEO of CoverCress Inc. and Board Chair of 39 North. Approximately 65 people in attendance.
 - September 26 – Coffee with Colleagues event featuring the Danforth Plant Science Center Phenotyping Facility. Approximately 60 people in attendance.
 - December 8 – 39 North Holiday Happy Hour for networking and celebration. Approximately 75 people in attendance.

The two items noted in “Overall Highlights,” the multi-year grant and the potential convening space, will give us the ability to increase the frequency of these District activities to monthly and to add additional, smaller and more focused convenings in 2024.

- In our first 8 months of existence, in preparation for preparing a database to track company retention, growth, and business/technical assistance needs, we have started targeted outreach to



SEMI-ANNUAL METRICS REPORT TO THE CITY OF CREVE COEUR FEBRUARY 7, 2024

companies within 39 North to develop relationships. We have focused on companies in the Helix BioTech Incubator and BRDG Park, as those two buildings each house numerous companies. To date, we have met and developed baseline information for 12 companies, and will complete baseline introductions by March 2024.

Outstanding activities for 2024:

- Recently, 39 North began the process of evaluating multiple potential platforms for tracking and measuring company retention, growth, engagement, etc. We have recently determined that HubSpot will be our best database option and will begin implementation in March 2024.
- The grant referenced within the “Overall Highlights” will allow us to hire additional staff and contract help, and one of the specific areas of focus is business development for companies within the District. That function will not begin formally until 2025, but additional staff will increase our capacity to help make connections and identify areas for technical assistance within the District.

Business Attraction

39N shall take steps necessary to ensure that the District competes at local, state, national, and international levels for prospective businesses. In addition, 39N shall actively promote the District at the state, national, and international levels, particularly to companies in the innovation and the agribusiness, agtech and agri-food sectors. 39N acknowledges the City desires to attract jobs with higher skills, higher wages, and higher benefits, and 39N will pursue companies in the targeted sectors that meet those goals.

Accomplishments Toward Key Metrics:

- 39 North produces a monthly agtech/agri-food tech focused newsletter “39 North Neighborhood News” which has a subscriber base of 1,945. The publication:
 - Highlights events and happenings in 39 North and throughout the regional agtech ecosystem and includes registration information.
 - Features one 39 North agtech leader in the “Have you Met” section to build awareness and connectivity among current and prospective tenants.
 - Advertises jobs within the agtech ecosystem, specifically highlighting jobs available within 39 North.
 - NEW: Starting in March 2024, the newsletter will feature a new section highlighting available real-estate within 39 North that links to a newly developed page on the 39 North website listing all available properties for sale/rent.
- 39 North measures key social media metrics to ensure that our messaging is reaching the intended audiences. Since our launch in April 2023, our metrics are as follows:
 - Facebook: 3,800 impressions, 426 interactions with our content
 - LinkedIn: 24,524 impressions, 818 reactions
 - Twitter/X: Over 20,000 impressions
- In 2023, 39 North attended the following conferences and convenings around the country to promote economic development in Creve Coeur:
 - Served on planning committee and attended The Association for Corporate Growth AgTech Investor Symposium Raleigh, NC. (October 2023). 39 North was mentioned several times as part of the planning committee for the event several St. Louis agtech leaders were featured on panels and referenced the resources and services 39 North is building as part of our robust agtech ecosystem.



SEMI-ANNUAL METRICS REPORT TO THE CITY OF CREVE COEUR FEBRUARY 7, 2024

- While at the Symposium, made connections with 4 CEOs from companies that are currently located elsewhere in the country but are now in active discussions about coming to St. Louis/39 North.
- Attended U.S. Farmers and Ranchers in Action “Honor the Harvest” event in Dallas, TX (September 2023) which brought together farmers, ranchers, companies, and foundations in the agtech sector to learn about the most pressing issues effecting agtech.
- Served on a panel at the Greater St. Louis, Inc. Inclusive Economic Growth Summit titled “Inclusive Initiatives: Strategic initiatives that, through vision and innovation, expand opportunity for all while growing the region” (September 2023). The audience include approximately 400 business, civic, and nonprofit leaders throughout the St. Louis region.
- Moderated a panel at Geo Resolution titled “Applications and Commercialization of GeoSpatial AI: Digital Agriculture and Food Systems” in front of an audience of approximately 600 geospatial industry leaders from around the country (September 2023). Nadia Shakoor, Principal Investigator at Donald Danforth Plant Science Center and Co-Founder and CEO at Agrela Ecosystems, served as a panelist as well representing 39 North.
- Sponsored a lunch session and moderated a panel at CULTIVAR event organized by Donald Danforth Plant Science Center, which brought 30 startups and investors from Latin America to St. Louis to experience 39 North and learn about our ecosystem (October 2023).
 - Made 5 connections that led to follow up conversations and/or tours of 39 North.
- 39 North applies as one of the eight founding members of AgTech Nation, a program that was awarded a stage-two SBA Growth Accelerator Fund award to build a nation-wide “network of networks” to create a fertile, productive, and inclusive national ecosystem to accelerate innovation in agrifood tech. The grant process was spearheaded by AgStart in Northern California, and essentially formalizes a network across the country to catalyze collaboration and resource-sharing, and will help expand our reach across the country.
- 39 North is regularly featured on local and national media outlets. Some recent examples of press about 39 North and the companies in our District include:
 - [St. Louis Sensing Tech Startup to Open New Office as it Shifts to Hub Model](#)
 - [How the 39 North AgTech Innovation District fits into St. Louis’ ag and biosciences landscape](#)
 - [St. Louis could be the global leader in solving agriculture’s climate challenges](#)
 - [Sunflower Power: At Edison Agrosiences, sunflowers could hold the key to producing the first sustainable natural rubber made in the U.S.](#)
 - [Agtech startup, spun out of Danforth Center, acquired by Boston-area firm](#)

Outstanding Activities for 2024:

- 39 North has plans to attend and have a visible presence at two major national agtech/agri-food tech conferences in the coming months:
 - We were chosen from hundreds of applicants to serve on a panel at the internationally acclaimed South by Southwest (SXSW) event in Austin, TX. Our panel is on Saturday, March 9, and also features a 39 North company, Solis Agrosiences.
 - We will be on a St. Louis-focused panel at World AgriTech in San Francisco on March 19-20. This conference draws thousands of attendees from the agtech sector from around the world.

Strengthened Relationship with State and Regional Economic Development Organizations



SEMI-ANNUAL METRICS REPORT TO THE CITY OF CREVE COEUR FEBRUARY 7, 2024

These organizations are assets to the City's economic development efforts. Fostering relationships with these organizations will provide a competitive advantage at the state and regional level and ensure that the City receives feedback from prospective companies about what the City can do to provide an attractive business package. 39N shall serve as the primary point of contact for the City for economic development related purposes in the District.

Accomplishments Toward Key Metrics:

We have had success engaging on both the state and regional levels thus far, and will continue to enhance these relationships into 2024.

- Both the St. Louis Economic Development Partnership and Greater St. Louis Inc., two of the region's strongest economic development organizations, helped to form our organization as anchor institutions. Both entities have representation on the 39 North Board of Directors and are highly involved in our activities.
 - We also work closely with the St. Louis Economic Development Partnership through our involvement with the Helix BioTech Incubator, and are exploring opportunities to engage more closely in 2024.
- 39 North joined St. Louis Economic Development Partnership Business Retention and Expansion Program (BRE), which links companies with government and economic development officials ensures business owners, leaders, and entrepreneurs know who to contact in St. Louis.
- We have partnered with the Missouri Partnership to organize various tours and connections and intend to deepen our relationship with them as 2024 progresses.
- We have actively engaged with the Missouri Technology Corporation to identify potential funding opportunities for 39 North through their MOBEC program, and for 39 North agtech startups through their IDEA Fund Program.

Outstanding Activities for 2024:

- With additional staff capacity, we will have the ability to further engage with regional and state economic development entities as partners and supporters.

Conclusion

Much work has been completed in 39 North's first months of operations. As laid out in our economic development agreement, we would welcome the opportunity to work in partnership with the City of Creve Coeur to lay out specific performance metrics for years 2 and 3, given the baselines developed during this first year.

Overview of 39 North

39 North AgTech Innovation District is emerging as a vibrant innovation district in the City of Creve Coeur, MO with an audacious goal to make St. Louis the region of choice for companies and innovators who are creating technology to feed, build, and fuel the future. The district plays a critical role for agtech and agri-food tech innovators by driving meaningful connections between scientists, start-ups, students, investors, and companies that help accelerate the pace of discovery, innovation, and growth.

39 North was formed with the strong belief that while St. Louis has had an immense impact on agriculture and agtech for decades, the opportunity for the region to be a global leader in the future of agtech and agri-food tech is even more promising. By leverage the region's proximity to farms and food producers, our world-class research institutions and our vibrant innovation sector, St. Louis can be a powerful force in creating,



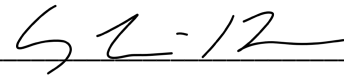
SEMI-ANNUAL METRICS REPORT TO THE CITY OF CREVE COEUR FEBRUARY 7, 2024

attracting, and retaining the most promising agtech and agri-food tech innovators and companies in the world. Ideas that are born and thrive in the 39 North community will continue to make the global agtech/agri-food tech sector more secure, agile and sustainable.

39 North exists to ORGANIZE, ACTIVATE, and BUILD a community of agtech and agri-food tech innovators in Creve Coeur, MO unmatched anywhere in the world. We are a part of a robust and thriving St. Louis ecosystem, and our role is to:

- Create a world-class innovation district in Creve Coeur, MO by building a full continuum of spaces, places, and connective tissue for agtech and agri-food tech creators.
- Tell the powerful story of St. Louis' vibrant and growing agtech and agri-food tech sectors to attract and retain talent and companies from around the world to call St. Louis home.
- Bring people together in Creve Coeur, MO through events and convenings to support a collaborative, vibrant environment within the district and encourage the exchange of ideas and opportunities.
- Create meaningful connections with and support the growth of companies within 39 North and throughout the region.
- Catalyze and support innovative and creative pilots and projects related to agtech/agri-food tech, both locally and in partnership with like-minded organizations around the world.

Report respectfully submitted on Wednesday, February 7, 2024 by Emily Lohse-Busch, Executive Director.

Signed 

RESOLUTION NO. 1644

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES WITH THE 39 NORTH AGTECH INNOVATION DISTRICT.

WHEREAS, the City of Creve Coeur (hereinafter the "City") wishes to contract for Economic Development Services regarding the promotion and development of the 39 North District of the City, and;

WHEREAS, the 39 North Agtech Innovation District, a Missouri Benevolent Corporation (hereinafter, "39N"), wishes to provide such Economic Development Services to the City, and;

WHEREAS, the parties desire to memorialize the terms, covenants, and conditions for Economic Development Services in the Agreement (Exhibit 1).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, AS FOLLOWS:

Section 1: The agreement between 39N and the City for Economic Development Services for a total cost of \$50,000 in Year 1 with a 5% increase in Years 2 and 3, is hereby approved and the City Administrator or his designee are hereby authorized and directed to enter into and execute the agreement. The agreement as executed shall be consistent with the provisions and intent of this Resolution with such changes as are determined by the executing officer to be necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Section 2: This Resolution shall be effective upon adoption.

ADOPTED THIS 22ND DAY OF MAY, 2023.



DR. ROBERT HOFFMAN
MAYOR

ATTEST:



KELLIE HENKE
CITY CLERK



AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT entered into this 23rd day of May, 2023, by and between **CITY OF CREVE COEUR, MISSOURI**, a constitutionally chartered Missouri municipal corporation (hereinafter “City”), and **39 North AgTech Innovation District**, a Missouri Benevolent Corporation (hereinafter “39N”).

WHEREAS, the City wishes to contract for Economic Development Services regarding the promotion and development of the 39 North District of the City (herein the “District”), and;

WHEREAS, 39N wishes to provide such Economic Development Services to the City, and;

WHEREAS, the parties desire to memorialize the terms, covenants, and conditions for Economic Development Services in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

1. **Term.** This Agreement shall be for a term of three (3) years, effective July 1, 2023, and ending June 30, 2026. This contract may be terminated by either party with ninety days written notice to the other party with or without cause.

2. **Services to be Provided.** During the term of this Agreement, 39N shall:

- Conduct targeted business attraction activities designed to provide new jobs and an improved tax base for the District with a focus on innovative and high-growth companies in the agribusiness, agtech and agri-food sectors.
- Identify and cultivate partnerships with developers and entities with the goal of developing the physical infrastructure within the District, including new and rehabbed buildings, green spaces and parks, food and beverage amenities and community-gathering spaces, which will make Creve Coeur a more attractive place to live and increase the quality of life for all residents and workers in the City.
- Build relationships and advocate for the District and the City with national, state, and regional entities engaged in economic development and/or high-growth agribusiness, agtech and agri-food businesses.
- Produce materials and hold events and conventions that market and promote the District and its role as an international innovation hub in the agribusiness, agtech and agri-food sectors.
- Provide semi-annual market analyses on number of jobs, job sectors, and wages compared to state and national statistics.
- Assess issues of concern to 39N businesses and assist with promoting a healthy business climate within the District.
- Facilitate programs for business retention and expansion for existing businesses in the District.
- Such other services, as the parties agree may be feasible, necessary, and appropriate

to help expand the District's job base and tax base.

- Provide all deliverables and performance measures outlined herein.

3. **Fees and Expenses.** The City agrees to pay 39N fees for the services outlined in this Agreement (the "Fee") pursuant to budgets as provided below, upon delivery of the approved services. The Fee shall be paid in quarterly payments to 39N. 39N shall submit an invoice within 15 days from the end of each calendar quarter. The Fee is subject to and conditioned on budget appropriation from the City Council and the Fee for each renewal term may be increased or decreased each year based on the budget appropriation from the City Council. Any reimbursement request not deemed by the City to be documented satisfactorily, consistent with the approved 39N line item budget, or otherwise appropriate shall not be reimbursed by the City. Provided, reimbursement approval will not unreasonably be withheld.

4. **Notices.** Any notice required to be given under this Agreement shall be served by certified mail, postage prepaid, hand delivery, or overnight courier.

5. **Applicable Law and Venue.** This Agreement has been made, and its validity, performance, and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri.

6. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

7. **Amendments and Waivers.** No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.

8. **Performance Measures.** 39N shall provide the following deliverables. Performance measures are included (with examples) for each item and will be used to evaluate the work performed throughout the entire term of the Agreement.

A. **Economic Development Marketing.** The City wants to develop appropriate marketing necessary to foster economic development opportunities for the City. The City will work to identify future development sites, and work to complete necessary task so that sites are more "ready" for immediate business opportunity availability.

Performance measures:

- Marketing materials directed toward innovation and agribusiness, agtech and agri-food related businesses and organizations.
- Creation and distribution of promotional materials.
- Real Estate Development – identify and market as needed sites & buildings ready for development or occupancy.

- Establish market Statistics & Demographics
- Develop Regional partnerships by working with the regional economic development council.
- Work with existing employers to develop workforce; attract quality employees to the City.
- Assess and advise City on needs for potential site development.

B. Business Retention and Expansion. The City wants to ensure existing businesses thrive and remain or expand in the City. 39N shall solicit regular feedback from existing businesses to determine how they can best be served and how programs can be developed to leverage their assets and the assets of other similar businesses and the assets of the City and the District. 39N shall develop concepts which promote existing business within the District.

Performance measure:

- Development of business community data
 - Retention rate for existing businesses
 - Existing employee headcount
 - Other data as reasonably requested by and coordinated with the City.
- Maintain market statistics and demographics for existing businesses and labor shed and market data for businesses interested in locating in the District.
- Provide technical assistance to existing businesses to assist them to retain jobs and/or expand.
- Bring, organize, or recommend appropriate seminars and training to the District, or offered within the region that would benefit District-based companies.
- Analysis of existing businesses by utilizing Business Registry Data to evaluate growth, decline, establishment, or closure of existing businesses within the District.
- Develop or recommend training & education opportunities to start-up businesses.
- Provide resources to entrepreneurs as requested.

C. Business Attraction. 39N shall take steps necessary to ensure that the District competes at local, state, national, and international levels for prospective businesses. In addition, 39N shall actively promote the District at the state, national, and international levels, particularly to companies in the innovation and the agribusiness, agtech and agri-food sectors. 39N acknowledges the City desires to attract jobs with higher skills, higher wages, and higher benefits, and 39N will pursue companies in the targeted sectors that meet those goals.

Performance measure:

- Conduct or partner to facilitate a minimum of 10 promotional or marketing visits annually.
- Evaluate, recommend, and attend a minimum of 2 trade shows or similar events annually.
- Measurement and tracking of number of businesses locating in the District
- Report on employee headcount, wages, and capital investment attributed to new businesses.
- Advise on number of business contacts made and status of pending projects.

- Maintain 39N website, adding new content on a regular basis.
- Report semi-annually on website activity.
- Maintain & review community profile with state and regional economic development agencies.

D. Strengthened Relationship with State and Regional Economic Development Organizations. These organizations are assets to the City's economic development efforts. Fostering relationships with these organizations will provide a competitive advantage at the state and regional level and ensure that the City receives feedback from prospective companies about what the City can do to provide an attractive business package. 39N shall serve as the primary point of contact for the City for economic development related purposes in the District.

Performance measure:

- Regular meetings with State and Regional Economic Development Organizations and other relevant organizations
- Documented efforts and participation in regional partnership
- Positive relationship with State and Regional Economic Development Organizations and appropriate communicated vision for the City

E. Reports and Presentations to the Mayor and City Council. 39N shall provide a written report for the Mayor and City Council on a semi-annual basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein.

Performance measure:

- Written report semi-annually to Mayor and City Council.
- Timely updates to City Administrator on potential and ongoing projects as necessary.

F. Performance Matrix. During the first year of the agreement, the parties will establish goals for job creation and new construction for years two and three of this Agreement.

9. Budget, Audit and Accounting. 39N shall submit a proposal identifying how City funds will be utilized by 39N during the next fiscal year. Said proposal shall identify programs and special projects and shall set forth a budget. Based upon the proposal submitted by 39N and upon approval by the City Council, 39N shall file annually, before July 1st of each year, a report with the City Administrator and the City Clerk outlining the economic development services and activities provided by 39N under this Agreement. The parties acknowledge that 39N may reallocate expenditures among the budget line items as necessary through the year so long as the total City appropriation is not changed. 39N shall give the City written notification of any reallocation. Payment of invoices will be contingent on 39N providing proper documentation for all expenses and the expenses being eligible expenses based on the approved proposal. 39N shall provide the City with a statement from the 39N Auditor, in a form approved by the City and the 39N Auditor, stating that City funds were used as intended. 39N will make its complete Audit available to the City to review, upon request. For this Agreement covering the initial term, the budget proposal is attached hereto and incorporated herein as Exhibit A.

10. **Missouri Sunshine Law.** City contracts and documents prepared for the City while performing city contractual work may be subject to the Missouri Sunshine Law. If a Sunshine request is presented to the City, 39N will assist the City to provide copies of Public Records generated by 39N as prescribed in the Missouri Sunshine Law. In such instance, only legally authorized photocopying costs pursuant to the Missouri Sunshine law may be assessed for this compliance.

11. **Independent Contractor Indemnification.** The parties to this Agreement agree that 39N is an independent contractor and shall not, under any circumstances, be deemed an employee, partner, agent or affiliate of the City. 39N shall indemnify, defend, and hold harmless the City, its officials, employees, and agents, from and against any and all loss, liability, or damage as a result of claims, demands, costs, or judgments arising by virtue of this Contract, of whatever nature, made by or on behalf of any person or persons for any act or omission arising from its operation under this Contract.

12. **Compliance with Law, Indemnification.** 39N shall abide by all federal, state and local laws, rules, regulations and ordinances, which may now or hereafter be in effect, applicable to providing services under this Agreement, and agrees to indemnify, defend, and hold harmless, the City, its officials, employees and agents, from and against any violation of said laws, rules, regulations and ordinances.

13. **Workers' Compensation Insurance.** 39N shall procure and maintain workers' compensation insurance for its employees in the amounts to be in full statutory compliance with Federal and Missouri State law. 39N shall also maintain Employer's Liability Insurance in the amount of \$1,000,000 and motor vehicle insurance pursuant to minimum State requirements for operation of any motor vehicles under its direction and control.

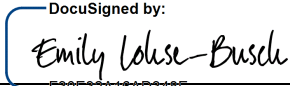
14. **Equal Employment Opportunity.** This Agreement is subject to all federal, state and local laws, rules and regulations pertaining to equal employment opportunities. 39N shall not discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious affiliations or national origin.

15. **Conflicts of Interest.** 39N agrees that no employee of 39N, or its designees or agents, shall have any interest, direct or indirect, in this Agreement other than in the direct course of his/her employment with 39N. All parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflicts of interest.

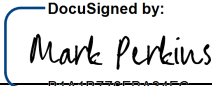
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FOR 39 NORTH

FOR THE CITY OF CREVE COEUR

BY:  DocuSigned by:
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President

BY:  DocuSigned by:
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Mark Perkins
City Administrator

EXHIBIT A

**Economic Development Services
Annual Budget – July 1, 2024**

Amount	Budget Activity
\$32,500	Salaries <i>(to cover a portion of a staff member's time for direct programmatic work)</i>
	Conduct targeted business attraction activities.
	Identify and cultivate partnerships with developers and entities.
	Build relationships and advocate for the District and the City with national, state, and regional entities engaged in economic development and/or high-growth agribusiness, agtech and agri-food businesses.
	Hold events and conventions that market and promote the District and its role as an international innovation hub in the agribusiness, agtech and agri-food sectors.
	Assess issues of concern to 39N businesses and assist with promoting a healthy business climate within the District.
	Facilitate programs for business retention and expansion for existing businesses in the District.
\$2,500	Salaries <i>(to cover a small portion of a staff member's time for data/reporting)</i>
	Provide semi-annual market analyses on number of jobs, job sectors, and wages compared to state and national statistics.
\$5,000	Printing <i>(marketing materials)</i>
\$5,000	Design/layout <i>(marketing materials)</i>
	Produce materials that market and promote the District and its role as an international innovation hub in the agribusiness, agtech and agri-food sectors.
\$2,500	Travel
	Conduct targeted business attraction activities.
	Build relationships and advocate for the District and the City with national, state, and regional entities engaged in economic development and/or high-growth agribusiness, agtech and agri-food businesses.
\$2,500	Food/Beverage
	Hold events and conventions that market and promote the District and its role as an international innovation hub in the agribusiness, agtech and agri-food sectors.
	Identify and cultivate partnerships with developers and entities.
	Conduct targeted business attraction activities.
\$50,000	TOTAL

Annual budget shall increase by 5% in years 2 and 3.