WORK SESSION MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 10, 2025
6:00 PM

CALL TO ORDER

ROLL CALL

DISCUSSION ITEMS

1. **Approval of October 27, 2025, City Council Work Session Minutes**
2. **Bayer East Comprehensive Plan Update - Incentive Review Criteria**
   Summary: Andy Struckhoff, with PGAV Planners, will review state-authorized financial incentive programs and present potential criteria for the City Council's future use in evaluating incentive requests on the Bayer East campus.

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.

WORK SESSION MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL & CITY BOARDS,
COMMISSIONS, AND COMMITTEES
300 NORTH NEW BALLAS RD
MULTIPURPOSE ROOM
OCTOBER 27, 2025
6:00 PM

CALL TO ORDER

A joint work session meeting of the City Council and City Boards, Committees and Commissions of the City of Creve Coeur was called to order by Mayor Robert Hoffman at the multipurpose room 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, October 27, 2025, at 6:00 p.m.

ROLL CALL

Mayor Robert Hoffman
Council Member, Ward 1 Mark Manlin
Council Member, Ward 1 Donna Spence
Council Member, Ward 2 Nicole Greer
Council Member, Ward 3 David Hoffman
Council Member, Ward 3 Drew Newman
Council Member, Ward 4 Mara Berry
Council Member, Ward 4 Scott Saunders

Council Member, Ward 2 Kimberly Norwood was absent.

Also in attendance were (52) appointed members of various city boards, commissions, committees, and task forces.

Staff Present: City Attorney Carl Lumley, Director of Finance Lori Obermoeller, Chief of Police Jeffrey Hartman, Information Systems Coordinator Chris Tumbarello, and City Clerk Kellie Henke.

DISCUSSION ITEMS

1. Biennial Ethics Training for Elected and Appointed Officials

City Attorney Carl Lumley presented the City's Biennial Ethics Training for Elected and Appointed Officials (see Exhibit A).

ADJOURNMENT

The meeting adjourned at 6:20 p.m. and the City Council went into Executive Session.

WORK SESSION MEETING
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OCTOBER 27, 2025
6:00 PM

Submitted by:

Kellie Henke	Dr. Robert Hoffman
City Clerk	Mayor

Exhibit A

CURTIS, HEINZ, GARRETT & O'KEEFE P.C.

DRAFT

ETHICS TRAINING FOR CREVE COEUR ELECTED AND APPOINTED OFFICIALS

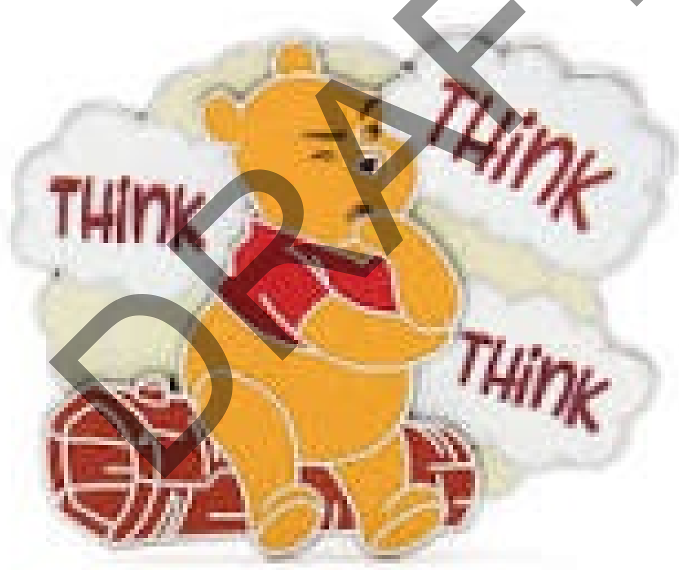
October 2025

Carl Lumley

Park Univ. – Gov't Ethics Challenges

- **Corruption** remains one of the most significant ethical challenges in public administration. It undermines the principles of fairness, transparency and justice. Corruption takes many forms, from **bribery** and **embezzlement** to **nepotism** and **favoritism**, and its impact is devastating. It diverts resources away from crucial public services, deepens inequality and erodes public trust.
- **Combating corruption requires a multifaceted approach**, including stringent anti-corruption laws, effective enforcement and public awareness campaigns. **Whistleblower protection** is also essential to encourage individuals to report unethical practices without fear of retaliation.

Tough Q of the day - Can you think of an example?



Former Sen. Menendez Can Help With the Math

Conviction for exerting influence in return for gold bars, luxury convertible, cash, and more

EQUALS

Sentence of 11 Years in federal prison (at age 71)

Here comes the Judge

Judge Stein (in Menedez case)

"When there's wrongdoing of this magnitude, there are serious consequences."

Public Trust in Government Remains Low

- According to 2025 research by the Partnership for Public Service, only one out of three Americans trust the federal government and see it as accountable, while two out of three say it is corrupt

- In contrast, nearly half say they trust civil servants (but still not even a majority)

Good News – 2024 Resident Survey

- Bucking the national trend – 95% of Creve Coeur residents were satisfied with City services overall, and specific categories also highly rated (such as parks, police, communications)
- ETC benchmarking – satisfaction with quality of service from City employees 82%, versus 72% for state and 39% for nation

What Drives Trust in Public Institutions?

According to research by the Organization for Economic Co-operation and Development (OECD), these are the drivers:

- Responsiveness
- Reliability
- Openness
- Integrity
- Fairness

Without Ethics, No Public Trust or Confidence

To preserve trust and confidence:

- Demonstrate integrity, accountability, responsibility
- Assure impartiality and fairness
- Assure due process and equal protection
- Comply with State statutes and local regulations

Creve Coeur Gets the Best, Expects that to Continue

Members of the public expect all City officials and employees to continue to place compliance with laws, regulations, and ethical principles above private benefit.

Biennial Training Will (Hopefully) Help You

- Understand the rules - some are intuitive but others more complicated
- Recognize potential issues
- Avoid the appearance of impropriety
- Protect yourself and the City from disputes

Suggested Approach

Don't just comply with the letter of the law,

Instead, strive to avoid any action that would create the appearance of impropriety.

The Missouri Ethics Commission Agrees

The Missouri Ethics Commission regularly advises in its opinions that people carefully consider whether an appearance of impropriety exists:

> **"It is very hard to distinguish the difference between the appearance of an impropriety and, in fact, a technical violation in the eyes of the public."**

Don't Cut Too Fine a Line

– The light should always be yellow, until you are sure it is green or red

– Make that determination by:
  - informal discussions with peers
  - discussion with City Attorney or your personal attorney
  - seeking formal advice

- Ask "what should I do", not just "what do I have to do"

How Do You Get Formal Advice?

- Under City Code section 130.100, can submit signed written request for advice to the City Attorney
- You must provide full and fair disclosure of the circumstances
- You are entitled to prompt response
- Provides protection against second-guessing
- Creates a public record that you acted consistent with advice

Misconduct should be reported

- State law prohibits restrictions on or discipline of public employees for disclosing misconduct (105.055 RSMo)
- City Council expressly endorsed the same protections by adopting ordinance this year (130.120)

The Consequences of an Ethical Violation

- At best, humiliation and loss of reputation
- At worst, loss of office, fines, incarceration
- If someone files a complaint against you, seek immediate legal advice

Remember, Recusal is Simple

Simple to recuse – just briefly explain reason, step down from dais/meeting table, "to avoid any potential conflict of interest"

After debate and vote – return to dais

When Considering Ethical Responsibilities, Know Who "You" Are

- **Yourself, spouse and dependents**
- **Business or trust in which you are substantial participant or investor with 10%+ or $10,000.00+ interest, or you receive $5,000.00+ per year in compensation, or serve as officer, director.**
- **To avoid bad "appearances" use a broader sphere than that discussed in State statutes.**

File the Required Annual Disclosure Reports.

- Applies to Mayor, Council, PZ Commissioners, Board of Adjustment, City Administrator, Finance Director, candidates for elected office
- Required disclosures should be filed with City Clerk and Missouri Ethics Commission.
- Generally due by May 1, but when newly appointed to office must be file within 30 days.
- Required even the year after you leave office.
- Ask the City Clerk for the required form. See Code 130.090

Comply with State statutes and the City's Code and Charter.

Statutory MINIMUM standards

- Sections 105.452 to 105.467, RSMo. (regarding conflicts of interest)
- Missouri Constitution, Article 7, Section 6 (regarding anti-nepotism)
- Charter Sections 3.5, 14.1 and 14.2
- Code Chapter 130

Don't

- Accept a bribe.
- Use or disclose confidential information for private gain.
- Act to obtain special monetary benefit.
- Coerce or extort others.
- Sell political appointments.
- Mayor & Council – don't interfere with City administration

Don't

- Perform services for City for compensation beyond pay for official position. Note, Council cannot take a paid position for a year after term (Charter 3.5).
- Make or participate in any contract with the City in which you have a substantial interest (Charter 14.1)
- Engage in paid lobbying of State or City (including one year after term of office, except for public proceedings).
- Engage in paid work after term of office on specific matters you were involved in (no time limit).

Don't

When parties to your zoning or regulatory actions are involved, don't:

Exert influence for <u>any</u> gain, or

Engage in transaction over $500/transaction or $1500/year, unless lowest bid per public bidding process

Including for one year after term

Don't

Act in judicial or quasi-judicial capacity if your family member is a party to the proceedings. This includes administrative hearings held by the City Council and by Boards and Commissions

Don't

- **Use City property other than for City business.**
- **Obtain unapproved special benefits from the City.**

Don't

- Engage in unlawful discrimination
- Engage in fraud in dealings with City
- Provide bribes to others in City related to employment opportunities

Charter 14.2

Don't

- Name or appoint a relative to public office or employment.
- Article 7, Section 6 of Missouri Constitution – forfeiture of office

Do Comply with Missouri Sunshine Law.

- Meetings of a quorum must be open to the public – whether or not city staff attends – unless properly closed
- Be sure the notice regarding the meeting complies with the notice requirements.
- Make public records accessible.
- Retain emails and text messages regarding City business.
- Avoid penalties

Do Comply with City Anti-Fraud and Corruption Policy

Examples of prohibited conduct:

- Improperly dealing with financial transactions.
- Disclosing confidential information.
- Inappropriate destruction or alteration of records or other assets.
- Receiving or authorizing inappropriate payments.
- Violation of state, federal or local laws.

Do Comply with City Anti-Fraud and Corruption Policy

Also Prohibited

- accepting anything with a material value of more than $50 (cumulative over a one-year period) from a contractor, vendor, person providing or seeking to provide services/materials to the City of Creve Coeur, or person with a pending matter before the City (including a matter concluded within the past 90 days or a matter expected to commence within 90 days)

Do Comply with City Donation Policy

"Donation" is a monetary contribution and/or equipment, in-kind goods or services, or business discounts, which a City department or the City has accepted and for which the donor has not received any goods or service in return.

- Donations up to $1,500 may be approved by the City Administrator
- Donations of more than $1,500 must be approved by City Council.

Do Comply with City Solicitations Policy

- City officials shall obtain approval prior to soliciting donations to the City.
  - City Administrator approval for donations up to $1,500
  - City Council approval for those above $1,500

Do Comply with City Solicitations Policy

- Do not offer any form of "special access" to self as a City official in exchange for donations.
- Do not solicit anything of value for a private purpose through the use of City stationary, City email address, etc.
- City officials must not directly solicit anything of value from City employees.
- Fundraising campaigns directed to all employees may be approved by the City Administrator.

Some additional "Don'ts"

- **Don't violate Missouri Supreme Court rules of conduct for municipal court personnel.**
- **Court personnel must report <u>ANY</u> attempt to influence the handling of cases.**

Some additional "Don'ts"

Don't commit misconduct in administration of justice

It is a class A misdemeanor (up to $2,000 fine, year in jail), if a "public servant":

- **Orders or suggests to an employee of a political subdivision that such employee shall issue a certain number of traffic citations on a daily, weekly, monthly, quarterly, yearly or other quota basis or that such employee shall increase the number of traffic citations that he or she is currently issuing.**

Some additional Don'ts

Don't obstruct government operations

It is a class B misdemeanor (up to $1,000 fine, six months in jail).

A person commits the offense of obstructing government operations if he or she purposely obstructs, impairs, hinders or perverts the performance of a governmental function by the use or threat of violence, force, or other physical interference or obstacle.

Don't: Spend city funds to advocate for votes.

- Cities cannot spend public monies to support or oppose candidates or ballot measures. (See Section 115.646 RSMo.)
- Informational materials must include disclaimer identifying "paid for by" with name and address (See Section 130.031, RSMo.)

Don't: Pressure city employees regarding elections.

- It is a felony to pressure or retaliate against city employees regarding election matters (See Section 130.028, RSMo.)

Avoid Being the Subject of Media Story

- Many of the statutory provisions refer to intentions, but do you want to give the media, opponents, or court opportunity to interpret your intentions?
- Remember, the appearance of impropriety is often worse than the action taken.

Conclusion

- No personal advantage or benefit from your position, stick to serving the public
- No favors for some, serve the whole community
- Stay excellent

city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

MEMO TO MAYOR AND CITY COUNCIL

Meeting Date: November 10, 2025

Subject: **Work Session Item: Bayer East Comprehensive Plan Update—Development Financing Review Policy Discussion**

Memo Prepared by: Jason W. Jaggi, AICP, Director of Community Development

Attachments:
1. Resolution No. 1785—Task Order Agreements with PGAV Planners for the Bayer East Comprehensive Plan Update and Scope of Services;
2. Olia Village Incentives Q&A Sheet

On March 25, 2025, the City Council approved Resolution No. 1785 authorizing a task order agreement with PGAV Planners to prepare an update to the City's comprehensive plan for the Bayer East Campus. The comprehensive plan update process began in April of this year and is approaching the final stages with the draft recommendations presented at the open house on October 29th. The next steps to complete the process are refinement of the plan recommendations and development scenarios, preparation of the final draft plan, and the public hearing and adoption of the plan update by the Planning and Zoning Commission. The plan update webpage has additional information on the process to date, including the draft recommendations, which can be viewed here.

A separate component of the scope of work for this study is for PGAV Planners to prepare incentive review criteria for the City's consideration of any financial assistance or development incentive requests (Item V. in the attached Scope of Services). This document can be used by the City Council to identify incentives the City might be open to considering and what constraints and criteria are likely to be utilized when considering their use.

At this work session, PGAV Planners will review the economic incentive programs available by state law and how they can be applied. The consultant will also review the incentive review process that was recently utilized for the Olia Village project in 2024. Finally, the consultant will provide draft criteria for the Council's review and discussion. The outcome of this review will be an incentive policy guide that the Council may choose to use in the evaluation of any incentive requests that may be submitted as part of a development proposal on the Bayer East campus.

Staff has attached the PGAV Planners Comprehensive Plan Update Scope of Services and the Olia Village Q&A document that is posted on the City's website for review prior to the Work Session discussion.

ATTACHMENT A

TASK ORDER NUMBER TWO

In accordance with the Master Services Agreement between the City of Creve Coeur, Missouri (the "City"), and PGAV Planners, LLC. ("PGAV") dated April 27, 2023, this Task Order Number Two ("Task Order") serves as the written authorization to PGAV to provide the services described herein, in accordance with the attached work schedule and compensation structure.

I. SCOPE OF SERVICES

The scope of services to be performed pursuant to this Task Order (the "Scope of Services") are as described in Exhibit A attached hereto, which describes the work to be performed and the schedule within which the work shall be delivered. PGAV shall furnish all labor, materials, supplies, equipment, supervision, and services necessary for and incident to the delivery of the Scope of Services. PGAV represents that it has thoroughly reviewed the Scope of Services and the Master Services Agreement and that it accepts the Task Order and the conditions under which the Task Order is to be performed.

II. INFORMATION TO BE PROVIDED BY THE CITY

Depending upon where such information may be located and maintained, the City will provide to PGAV available data as follows:

1. Data and/or contact persons who may provide information regarding the Site (as defined in Exhibit A) including the offering document, existing conditions, and/or site analyses.

2. Access to comprehensive plan, City ordinances and design guidelines via City web.

3. Data which the City has or which may be readily acquired without extensive research which may assist in conducting the work as outlined in Exhibit A, including information regarding, but not necessarily limited to, existing master development plans or conditional use permits, reviews of staff or consultants; and

4. The services of the City Attorney, the City Clerk, Community Development Director, or other staff, if necessary, for review of preliminary documents prepared by PGAV and assistance in establishing meetings with the City Council, Planning and Zoning Commission, property owners or developers (or their representatives), or other parties as may be required to conduct the work. PGAV acknowledges that it will not be a client of the City Attorney and all work by the City Attorney shall be solely on behalf of the City.

III. NOTICES

The relationship between the City and PGAV necessitates mutual trust, effective collaboration, prompt sharing and evaluation of relevant information, and a commitment to timely communication and responsiveness. If either party feels that their expectations or information needs (pertaining to the other party or within their control) are not being adequately met, they agree to inform the other party about the issue. The objective of such notices is to encourage prompt communication and to prevent disputes. A notice can be delivered through a phone call, email, fax, express, or postal service.

The project representatives are Andy Struckhoff, President of PGAV, and Jason Jaggi, Director of Community Development for the City of Creve Coeur, Missouri. PGAV staff assigned will include members of our team as appropriate to the work. A party may designate a new project representative by sending a notice of the change to the other party.

IV. PROJECT STAFFING & MANAGEMENT

PGAV hereby agrees to provide the qualified professional, technical, and clerical staff available within the firm to conduct the work in accordance with the tasks as outlined in this Agreement and within each Task Order.

V. FEE AND METHOD OF COMPENSATION

A. Compensation shall be made to PGAV on an hourly basis in accordance with the hourly rates as set forth below. The overall fee for the services as set forth herein shall not exceed $60,000 exclusive of reimbursable expenses.

B. PGAV's standard hourly are as set forth at right. Any invoice issued for an assigned task will be based on the hourly rate of the PGAV staff involved in conducting the assignment. PGAV's standard hourly rates shown at right are subject to change once per year. PGAV's hourly rates subject to this agreement shall not be changed without the City's written consent.

Project Staff	Hourly Rate
President	$290
Vice President	$260
Senior Director	$235
Associate Director	$235
Senior Project Manager	$220
Project Manager	$185
Project Planner	$160
Planner	$130
Intern	$65
Administrative/ Technical Assistance	$95

C. Reimbursable expenses will consist of mileage, long distance telephone charges, express delivery charges, photographic expenses, the cost of printing or other reproduction of documents, fees or charges for documents owned by others, and other "out-of-pocket" expenses required to provide the services described. Such expenses will be billed at their direct cost to PGAV.

D. If the City fails to make payment due to PGAV for services and reimbursable expenses within 60 days after receipt of our initial statement, PGAV will suspend services under this agreement until PGAV has been paid in full the amounts due for services and expenses.

E. If for any reason the City determines that a task properly initiated under the terms of this Agreement should not proceed, the City will inform PGAV in writing that they wish to terminate the task. The date of said termination shall occur upon receipt of the written notice of termination by PGAV via the U.S. Postal Service or facsimile (followed by receipt of an original signature copy). The City will pay to PGAV an amount representing the work performed to the date of termination in accordance with the hourly rate schedule herein for the classification of personnel involved with the work plus any reimbursable expenses which have been incurred by PGAV to that date.

VI. TIMING

This Scope of Services is to be performed over a six (6) month planning process upon approval of the Task Order by City Council, for completion by October 1, 2025.

VII. OWNERSHIP OF DOCUMENTS

PGAV agrees that any and all reports prepared, and conclusions reached hereunder, may be designated by the City as being for the confidential information of the City and that neither PGAV nor any member of the PGAV staff will disclose any such designated confidential materials with any person whatsoever, other than the City or their authorized representatives, except when called upon to testify in relation to such report or conclusion under oath in a judicial forum, or as may be otherwise required by law. PGAV will cooperate with the City regarding compliance with Federal or State "sunshine law" provisions. The City will have sole ownership of all documents, reports, maps, etc. prepared under this Agreement, including rights of copying and distribution.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this 16 day of April, 2025.

ATTEST:

CITY OF CREVE COEUR, MISSOURI

Mark Perkins
City Administrator

ATTEST:

PGAV PLANNERS, LLC

Andy Struckhoff
President

EXHIBIT A

SCOPE OF SERVICES

I. General Description

1. With the potential change in ownership of 92-acres of the current 151-acre East Bayer Campus (the "Site") (outlined in red in the image below), an update to the City's Comprehensive Plan, Creve Coeur 2030 (the "Comprehensive Plan Update") is needed.

East Bayer Campus; the Site, highlighted in red.

The focus of the plan update is to identify appropriate future land uses and development objectives in order to position the Site to positively contribute to the City and the future development of the 39 North AgTech District. PGAV will perform the following tasks:

II. Site Analysis

1. Identify existing conditions and characteristics of the Site including uses, access, topography, flora and fauna, zoning, etc.
2. Understand major factors including the planned 39 North Greenway, the trail connection from Stacy Park, the existing Tealwood Drive connection just south of the site, a potential extension of the Bayer Drive connection from Olive, and any plans for the Lindbergh Blvd overpass connecting the site to the Olia Village development.
3. Analyze Site characteristics and potential for functionality and walkability in accordance with City requirements and best planning and site design practices.
4. Coordinate with the Site's existing owner to gain access to the Site.
5. Analyze uses and conditions of existing buildings located within the Site.

III. Market Analysis

1. Evaluate the market for reuse of some or all of the existing buildings and facilities.
2. Perform market analysis on potential future land uses, including residential, commercial, office, research, and lab components, and for those uses which will further the objectives of the 39 North Master Plan.

3. Describe existing market conditions and project future demand and absorption associated with each use described above and in terms of building square foot or, with respect to residential, number of units.

IV. Development Analysis

1. Identify the future role of this property within the broader 39 North District and how this property can contribute to the goals of the 39 North District and to the adjacent planned Olia Village development.
2. Consider future development scenarios for the Site. Depending on the information revealed in the site analysis phase and the data analyzed in the market analysis phase, these development scenarios may include concepts which include utilizing all existing buildings, utilizing some of the existing with new development, and assuming all existing buildings are demolished, and new development is planned on the site.
3. Provide future development recommendations identifying appropriate land uses, connectivity, open space, massing, building heights, and compatibility with adjacent residential uses.
4. Draft Comprehensive Plan Update.

V. Policy

1. Provide recommendations for development planning review mechanisms such as utilizing the City's planned zoning district procedure.
2. Identify general review criteria for the City's consideration of financial assistance or development incentives.
3. Work with City staff to formalize development incentive review criteria and public processes. This document will help to address incentives the City might be open to considering and what constraints and criteria are likely to be utilized when considering their use.
4. Draft Policy Framework.

VI. Public Outreach

1. Assist City staff with three public outreach components:
    a) One (1) open house to seek public feedback about the future of the Site. It is anticipated that this meeting will allow residents to understand the current conditions and provide feedback to be used in the Development Analysis phase.
    b) One (1) open house to review recommendations.
    c) One (1) meeting to present the final draft of the Comprehensive Plan Update to the Planning & Zoning Commission at the Public Hearing.
    d) Stakeholder engagement with 39 North partners including the 39 North organization, Bayer, and others.

VII. Deliverables

1. Prepare a written Comprehensive Plan Update addressing the Site, which update shall be in suitable form for adoption by the Planning and Zoning Commission.
2. Site Plans and related maps or GIS data.
3. Development Incentive Review Policy Framework.

RESOLUTION NO. 1785

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING EXECUTION OF A TASK ORDER AGREEMENT UNDER THE MASTER SERVICES AGREEMENT BETWEEN THE CITY OF CREVE COEUR, MISSOURI AND PGAV PLANNERS

WHEREAS, Bayer intends to sell approximately 91 acres of their 151-acre Bayer East campus and is soliciting offers from developers; and

WHEREAS, the City of Creve Coeur's adopted comprehensive plan does not contemplate any significant changes to the Bayer East campus; and

WHEREAS, an update to the City's comprehensive plan is necessary in light of these changes to the status of the Bayer East campus to establish land use goals and recommendations for this property, located with the boundaries of the 39 North District; and

WHEREAS, on April 24, 2023, the City Council approved Resolution No. 1639 regarding a Master Services Agreement with PGAV Planners for planning and development financing services;

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

Section 1: Task Order Number Two between **PGAV Planners** and the City of Creve Coeur, attached hereto as "Exhibit 1" to provide planning services to the City of Creve Coeur is hereby approved and the City Administrator is authorized to execute same. The fee for services shall not exceed $60,000.00 with an additional $5,000.00 authorized for reimbursable expenses. The agreement as executed shall be in the form of such exhibit with such changes as are consistent with the provisions and intent of this Resolution and necessary to achieve the purposes hereof. 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.

ADOPTED THIS 24TH DAY OF MARCH, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

CITY OF CREVE COEUR, MO
1949

Olia Village Development – Tax Incentives Question and Answer

What will the Olia Village Project consist of?

A site concept plan for the 96-acre Olia Village development was approved by the City Council on November 13, 2023. The development is a joint venture between Jack Matthews Development LLC and a family trust whose trustee is a principal of Fireside Financial LLC.

The Olia Village development includes a mix of retail, restaurant, hotel, office and housing over 17 separate lots. The development is centered around a "Main Street", providing a pedestrian-oriented environment which the city's comprehensive plan has referenced as a major objective for the city for many years.

On April 8, 2024, the City Council approved an ordinance authorizing a Master Redevelopment Agreement which provides certain incentives.

What tax incentives are being provided?

- Real Property Tax abatement, as provided under Chapter 353 of the Missouri Revised Statutes.
    - 75% of real property taxes abated years 1-10 for each of the 17 lots (except as noted below), starting upon completion of development of each lot, exclusive of land value and improvements as of 2023
    - 50% of real property taxes abated years 11-25
    - Notwithstanding the above, there will be no tax abatement on any lot upon which townhomes or other single-family residences are constructed
- Formation of a Community Improvement District (CID) – 1% sales tax for up to 27 years and a special assessment in coordination with the proposed tax abatement
- Formation of a Transportation Development District (TDD) – ½% sales tax for up to 40 years
- Sales and use tax exemption on qualified building materials for construction of site work, as provided under Chapter 100 of the Missouri Revised Statutes

Why is Creve Coeur providing tax incentives for the Olia Village development?

The City of Creve Coeur has provided tax incentives on very few occasions over the last 25 years. However, the size and location of this parcel makes it unique not only in Creve Coeur but in all of St. Louis County.

The proposed development is consistent with the city's long term comprehensive land use plan, Creve Coeur 2030, by offering a high quality, mixed-use, pedestrian-oriented development with amenities such as a walking trail and 'Main Street' design.

The development will also serve to further the growth and development of the 39 North Agtech Innovation District, which already is home to over 30 agtech businesses and organizations. The core organizations of 39 North – The Danforth Plant Science Center, BRDG Park and the Helix Center Biotech Incubator -- result in a $450 million annual economic impact. Olia Village will provide additional housing opportunities, hotels, restaurants, office space, walking trails and other amenities which are critical to the continued growth and success of 39 North.

All taxing districts including the Ladue School District and the City of Creve Coeur will benefit from additional tax revenues throughout the life of the project. The new revenues created by the Olia Village development will provide additional funding for city services such as police protection, public works and parks as well as the schools and other taxing jurisdictions.

Absent incentives, the property could remain vacant or underutilized for years with no guarantee of attracting a development desirable by the Creve Coeur community, resulting in little or no additional tax revenue for schools or other jurisdictions.

These tax incentives can be beneficial to the development by enhancing the financial viability of a project which, absent incentives, may not be viable. Cities in the St. Louis region and elsewhere are using these incentives as effective tools to attract new development.

Is Tax Increment Financing (TIF) being used?

No. Only the incentives as outlined above.

Is there a cap on the amount of incentives the developer can receive?

Yes. The maximum amount of tax abatement is $34.1 million, and the maximum amount of all incentives excluding the sales tax exemption is $61.8 Million. These figures compare to total development costs projected to approach one billion dollars.

How do the proposed incentives compare to other developments in the region?

The proposed incentives are proportionally smaller than those for other nearby developments.

According to PGAV, the net present value (NPV) of assistance has historically averaged 17% of total development costs across incentivized projects in the St. Louis region.

For Creve Coeur, the total NPV of all incentives is 6.7% of total development costs. This is based on a maximum incentive amount of $61.8 million, sales and use tax exemption on qualified materials of $4.6 million, and total estimated development costs of $984.8 million. This compares to other recent projects as follows:

- For the Streets of St. Charles project, the total NPV of incentives was 14.3% of total development costs.
- For the Chesterfield Downtown TIF project, the total NPV of incentives is 9% of estimated total development costs.
- For the Brentwood Manchester Corridor project, the total NPV of incentives is 11.6% of estimated total development costs.

The City's staff and consultants have not been able to identify any comparable projects in the St. Louis region which have *not* included tax incentives.

How was the amount of the proposed incentives determined?

The proposed incentives were negotiated between the city's staff and consultants and developer representatives over the course of many months and remain subject to Council approval. Factors considered included a review of similar projects in the St. Louis region and the unique characteristics and challenges of the proposed Olia Village development. The proposed ordinances currently before the City Council reflect compromise by both parties.

Will the City of Creve Coeur, the Ladue School District or other taxing entities lose money as a result of the incentives being provided?

No, current tax dollars will not be diverted to the proposed development. A portion of new tax dollars, created by the development, will be abated. New revenues for the Ladue School District are projected to exceed costs for educating new students residing in the development in all years, based upon an analysis completed by the city's consultant, PGAV Planners. In addition, the 130-unit townhome portion of the development, where families are most likely to reside and potentially increase enrollment in the Ladue School District, has been excluded from any tax abatement. The Ladue School District, and the other taxing jurisdictions, will receive 100% of the tax revenues on the townhome portion of the development that they would have received in the absence of tax abatement.

The City's projected revenues resulting from the development will exceed projected costs of providing services in all years. In fact, the economic activity projected to be generated by the Olia Village development will provide needed additional revenue for city services such as police protection, public works, leaf collection, parks and other services utilized by all city residents.

The Creve Coeur Fire Protection District, as an emergency service provider, has opted out of tax abatement so it will receive full tax payments resulting from the development.

Is the property truly 'blighted' as claimed?

A "blighted area" is defined in Missouri Statutes as follows: "an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use. "

An Analysis of Blighted Area Factors for the property (Olia Village Development Plan Exhibit D) was conducted by Steadfast City on behalf of the Developer, and concluded that the property is blighted as defined in the statute. This document states, "Based on the findings included in the Environmental Report completed by SCI Engineers and Steadfast City's in-person inspections of the site and analysis of the historical equalized assessed valuation of the site, the Redevelopment Area meets the definition of a "blighted area" according to Section 353.020(2) of the Revised Statutes of Missouri, as amended and Section 67.1401.2(3) of the Revised Statutes of Missouri, as amended."

How will a designation of blight affect nearby properties?

The blighting designation for the development site is a pre-qualification for tax abatement under Chapter 353 of the Missouri Revised Statutes.

The existing conditions are not positively contributing to the surrounding neighborhoods no matter the result of the current Council proceedings. Moving forward with this project and the Chapter 353, Chapter 100, CID, and TDD proceedings allows for the potential of this condition to be improved as opposed to continuing to stay stagnant or degrade. The proposed improvements are projected to include nearly a billion dollars of investment which will improve the tax base, stimulate further economic growth of 39N, and provide an amenity-rich mixed-use as recommended in the comprehensive plan.

A vacant or under-utilized office campus is not a helpful economic presence for Creve Coeur and for the surrounding neighborhoods. The incentive package being considered is meant to alleviate the property's current condition and redevelop the area to a more dynamic and productive use that will benefit the City, the local economy, and the values of neighboring properties.

With a CID and TDD, what will the sales tax rate be in Olia Village? How does this compare to other shopping districts in St. Louis?

The CID and TDD will collectively add 1.5% to the sales tax rate. These additional sales taxes only apply to sales within the Olia Village development. The table below compares the total proposed sales tax rate in Olia Village to other nearby developments.

City	State	County	City	CID	TDD	Total Rate
Rock Hill Market at McKnight	4.225%	2.513%	2.500%	1.00%	1.00%	11.238%
Brentwood Promenade	4.225%	2.513%	3.000%		1.00%	10.738%
Richmond Heights Blvd Project	4.225%	2.513%	2.750%		1.00%	10.488%
Creve Coeur Olia Village	**4.225%**	**2.513%**	**2.250%**	**1.00%**	**0.50%**	**10.488%**
University City-Costco	4.225%	2.513%	2.500%	1.00%		10.238%
Kirkwood Station	4.225%	2.513%	2.500%		1.00%	10.238%
Chesterfield Blue Valley Outlets	4.225%	2.513%	2.000%	1.00%	0.38%	10.113%
Manchester Highlands	4.225%	2.513%	2.250%		1.00%	9.988%
Richmond Heights Menard Project	4.225%	2.513%	2.750%	0.50%		9.988%

By providing incentives to the developer, what are the financial risks to the City should revenue projections fall short?

The City is not responsible for the repayment of any debt incurred as part of the development; this is entirely the developer's responsibility.

Incentives are directly tied to the developer's performance; as the assessed value and retail sales within the development grow, the developer will realize greater incentives up to the agreed-upon maximum reimbursement.

The city's operating costs for providing city services to the development are projected to be only 22% of the estimated revenue from the development. The city is not forwarding any funds or creating future liabilities for itself.

The project will not adversely affect the city's credit rating.

What performance guarantees does the city have in place?

A performance bond or escrow will be required to ensure completion of all site improvements, including streets, sidewalks, trails, storm water detention facilities, retaining walls, and street lighting. In addition, no notes will be issued to the developer until site work is completed. Such notes are a prerequisite to the developer receiving the incentives.

Under the Redevelopment Agreement, issuance of bonds by the developer has been limited until completion of the mixed-use portion of the development and completion of certain restaurant and retail requirements. Without issuance of bonds, the developer would only receive the benefit of the incentives over a period of many years.

In addition, if the mixed-use development and retail and restaurant requirements are not completed by 2030, interest on all notes issued to the developer shall cease until requirements are met.

Also, tax abatement may be reduced if sales taxes are outperforming projections. Tax abatement ends when all obligations secured by the CID special assessments are paid in full or cancelled.

What is the plan for oversight of the incentives?

All project costs must be submitted to the city for review and approval, including itemized invoices, receipts or other documentation evidencing that all such costs have been paid or incurred and qualify as reimbursable project costs under the Redevelopment Agreement.

The City will have two representatives on the CID and TDD Boards to oversee the finances and affairs of each of the special districts. No additional costs beyond those currently identified as extraordinary can be recovered without approval of the City's representatives.

The CID and TDD sales taxes must terminate once the incentive amount is paid. The taxes cannot be extended or applied to other purposes without approval of the City Council.

Where can I find more information on the development and incentives?

More details regarding the Olia Village development can be found on the City's website.

September 24, 2024