

Memorandum

To: Mike Geisel, City Administrator
From: Tom McCarthy
Date: 11/30/2021
Re: Chesterfield Mall Senior Space



As you are aware, over the last year we have been working with Rick Echelmeyer on finding a space at the Chesterfield Mall that we can call home for our Senior Programs. The space we came up with at the Mall for the Senior Center is the space that was last used by St. Luke's for their COVID Vaccination Center. With the ARPA funds of \$165,000 to be spread out over the next three years (2022-2024), we now have the opportunity to afford the space at the Chesterfield Mall rent free for at least the next two years with the attached lease that City attorney Graville has reviewed and finds to be acceptable. This program is only funded through 2024 at which time the mall is likely to no longer be available and council can determine where or if it should be prioritized in funding.

Kari has also worked with St. Luke's for a \$10,000 sponsorship per year for the next two years to assist in helping defray some of the overall cost for the facility. The sponsorship funds will give St. Luke's some signage and programming opportunities in the space. With the rental space we will have to pay utilities and make some minor improvements. We have budgeted \$25,000 for utilities and an additional \$7,268 for a service agreement for preventive maintenance with the Murphy Company for the heating and cooling system. Barry Johnson worked closely with us and the Murphy Company to make sure the Preventive Maintenance services will be covered in the attached contract. Also attached you will find a budget sheet Kari has put together which goes over cost and revenues, a list of programs we currently run and some new programs that we will do at the new sight. Kari is also pretty confident she can develop additional sponsorship opportunities with some of the senior organizations and retirement communities in Chesterfield and the surrounding area to raise additional revenues.

The operations and staffing will be managed by Kari Johnson's staff. Day to day operations will be handled by our two Part Time Recreation Specialists working during the day at the facility when activities are happening. These Recreation Specialist jobs are geared toward senior programming, educational sessions and events. The full time Recreation Specialist will also be involved in programming the space and assisting in all aspects.

During the non-summer months, the Recreation Manager and Recreation Specialist (aquatics) will also be assisting at the facility and providing additional programming. The space will be utilized in the evenings and weekends on a case by case basis as staff will also have the ability to host additional programs for children, teens and

adults. For these events we will have Park, Recreation and Arts staff and Sports and Wellness staff in attendance.

With your approval I would like to move this forward to the Parks, Recreation & Arts Committee of Council and am requesting that they approve the license agreement with TSG and the service agreement with the Murphy Company. If the Parks, Recreation & Arts Committee of Council approves both items I would request that we move this on to the full Council for their approval on both items so you can sign the lease and service agreement. We can then start moving forward with a projected opening sometime in January of 2022.

LICENSE AGREEMENT

This License Agreement ("*Agreement*") is made as of the ____ day of December, 2021 by and between TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC, a Missouri limited liability company, the address for which is 2127 Innerbelt Business Center Drive, Suite 200, St. Louis, Missouri 63114 ("*Licensor*"), and the licensee identified below in this Agreement ("*Licensee*").

RECITALS

- A. Licensor is the owner of Chesterfield Mall located in Chesterfield, Missouri (the "*Shopping Center*").
- B. Licensee wishes to have the use of certain space in the Shopping Center, and Licensor is willing to provide such use to Licensee on the terms and conditions set forth in this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Licensor and Licensee, intending to be legally bound hereby, agree as follows:

1. Licensed Space. Licensor hereby grants to Licensee a temporary license and to use that space in the Building described below (the "*Licensed Space*"), subject to the terms and conditions set forth in this Agreement. This license shall extend only to the Licensed Space and not to any other portion of the Building. Licensee has inspected the Licensed Space, accepts the same in its "as is" condition and acknowledges that the Licensed Space is adequate for Licensee's needs.

2. Basic Terms:

Licensee Entity Name: The City of Chesterfield
Trade (or d/b/a) Name: City of Chesterfield Parks, Recreation and Arts
Licensee Notice Address: 690 Chesterfield Parkway West
Chesterfield, MO 63017
Contact: Kari Johnson
Phone: 636-812-9504
E-mail Address: Kjohnson@chesterfield.mo.us

Licensee FEIN/SSN: _____

Licensed Space: Space # 579 SF: 20,350 (see Exhibit A)

Use: Recreational Center for the benefit of the Community

Commencement Date: January 1, 2022 Expiration Date: December 31, 2023

Monthly License Fee: \$0 – Community Event Value - \$5000 per month

Percentage License Fee: ~~Yes~~ ~~No~~ X % of Gross Sales > \$ _____ per month

Other Charges: Electric & Gas: Licensee to arrange and pay directly to suppliers by possession date anticipated on or about 12/1/21
(Ameren Missouri @ 800-552-7583 / Spire @ 800-887-4173)
Water/Sewer: \$.00 per month Fire Panel: \$.00 per month
Trash Removal: RWS Facility Services 610-358-3400

Security Deposit: \$ 0

Other Terms: Licensee will take possession December 1, 2021 with proof of insurance and executed agreement. Licensee will coordinate all occupancy requirements/permits for The City of Chesterfield, St. Louis County (Including Covid 19 Social Distancing Rules) and Monarch Fire District.

3. Use. Licensee will use the Licensed Space solely for the use described in Section 2 and for no other purpose whatsoever. Licensee shall not use the Licensed Space in any manner that interferes with the quiet enjoyment of any other licensee or occupant in the Building.
4. License Period. Licensee shall open and commence operation of its business in the Licensed Space on the Commencement Date set forth in Section 2 and shall close and cease operating its business on the Expiration Date set forth in Section 2 (the "*License Period*").

5. Monthly License Fees and Other Charges. The Monthly License Fees and any Other Charges set forth in Section 2 are payable in advance to Licensor on the first day of each month, except that if the Commencement Date begins or ends on a day which is not the first or last day of a month, such amounts for such month shall be prorated. All delinquent Monthly License Fees, Percentage License Fees (if applicable) or other charges or amounts due hereunder shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum amount permitted by law from the due date of such payment (the "*Late Payment Fees*") and shall be paid by Licensee to Licensor on demand. In addition, Licensee will be responsible for payment of all of Licensor's collection costs, including reasonable attorneys' fees. Payment of the Late Payment Fees shall not prejudice the rights of Licensor to pursue other remedies available under this Agreement, at law or in equity.

~~6. Percentage License Fees. Any Percentage License Fees set forth in Section 2 are payable no later than ten (10) days after the expiration of the then immediately preceding calendar month during the License Period. The term "Gross Sales" means the entire amount of the actual sales price, whether for cash or otherwise, of all merchandise or services sold, and all other receipts on account of business conducted in or from the Licensed Space (excluding sales tax). A "sale" shall occur when (i) the sale is reflected in Licensee's books and records, (ii) Licensee receives all or any portion of the sales price, or (iii) the applicable goods and services are delivered to a customer. Licensee shall prepare and keep at its primary business office full, complete and proper books and source documents, in accordance with generally accepted accounting principles, of all Gross Sales from the Licensed Space. All records and books of account shall be available for examination and copying at its primary business office by Licensor upon twenty-four (24) hours' notice. Licensee shall furnish Licensor within fifteen (15) days after the end of each month during the License Period a complete written statement, in detail acceptable to Licensor and certified by Licensee to be true and correct, of Gross Sales during such month or partial month (not needed if there are no retail sales ie: office user)~~

7. Security Deposit. If a Security Deposit is required under Section 2, such sum shall not be held in trust and shall not bear interest. The Security Deposit shall be returned to Licensee at the end of the License Period, provided that if Licensee is in default of this Agreement or if there has been damage to the Licensed Space (ordinary wear and tear excepted), the Security Deposit may be used to repair such damage or correct such default and, in such case, Licensee shall promptly restore that portion of the Security Deposit which has been so used. The Security Deposit shall not be used as the License Fee for the last month of the License Period.

8. Nature of License. No legal title, easement or other possessory interest in real estate, including any leasehold interest in the Licensed Space, or any appurtenances thereto, shall be deemed or construed to have been created or vested in Licensee by anything contained in this Agreement. Licensee shall have no recourse against Licensor's members, managers, partners, affiliates, agents, contractors, employees, invitees or other licensees for breach of contract under this Agreement or otherwise and none of the direct or indirect partners or members comprising the company which is the Licensor shall be liable hereunder for breach of contract or otherwise.

9. Utilities. Licensee shall be solely responsible for and promptly pay all charges for electricity and gas used or attributable to the Licensed Space. In addition, Licensee shall pay Licensor the amounts specified in Section 2 for such other utilities/services listed or described in such Section, together with the Monthly License Fees.

10. Care and Maintenance of Licensed Space. Licensee, at Licensee's expense, shall at all times: (a) keep the Licensed Space orderly, neat, safe, clean and free from rubbish and dirt and vermin and shall properly dispose of all trash, garbage and other solid waste generated within the Licensed Space; and (b) comply with all applicable federal, state and local laws, regulations, ordinances and all Building rules and requirements prescribed by Licensor. At the time of the expiration or sooner termination of the License Period, Licensee shall surrender the Licensed Space in good order, condition and repair, reasonable wear and tear, and damage by fire or other casualty excepted.

11. Alterations. Licensee shall make no alterations, installations, additions, or improvements in or to the Licensed Space or the Building without Licensor's prior written consent. Whether or not Licensor consents to any work by Licensee in connection with this Agreement or Licensee's occupancy of the Licensed Space, Licensee shall not permit any mechanic's lien to be filed against the Licensed Space by reason of any work, labor, services, or materials performed at or furnished to the Licensed Space or Licensee.

12. Assignment, Transfer or Sublicensing. Licensee shall not, voluntarily or involuntarily, by operation of law or otherwise, assign or transfer this Agreement or any rights hereunder, nor may Licensee sublicense any portion of the Licensed Space or its obligations under this Agreement, and any attempt to do so shall be void and of no legal effect.

13. Signs. No sign, advertisement or notice shall be inscribed, painted, placed or displayed on any part of the Licensed Space or the Building without Licensor's prior written consent.

14. Default. If Licensee fails to observe or perform any of its obligations under this Agreement, then Licensee shall be in default hereunder, and, in addition to the rights and remedies available to Licensor elsewhere under this Agreement or at law or equity, Licensor may, at its option, exercise one or more of the following remedies: (a) declare this Agreement terminated and the license granted hereunder ended (in which event this Agreement and such license shall expire, cease and terminate and Licensee shall vacate and surrender the Licensed Space to Licensor within five (5) days of written notice, but shall remain liable for all obligations arising during the balance of the original stated License Period as hereinafter provided as if this Agreement had remained in full force and effect) and Licensor shall have the right to bring proceedings to recover possession from Licensee holding over; (b) obtain specific performance of the covenants and obligations of Licensee under this Agreement; or (c) perform such obligation on behalf of Licensee in which event the costs and expenses paid or incurred by Licensor in performing Licensee's obligations shall be immediately due and payable to Licensor following receipt of Licensor's invoice. In addition, Licensor shall be entitled to immediately recover from Licensee an amount equal to all of the costs and expenses (including, without limitation, reasonable attorneys' fees) paid or incurred by Licensor as a result of Licensee's default under this Agreement.

15. Expiration or Termination: Holding Over. Upon expiration of the License Period or termination of this Agreement, Licensee shall remove all persons and items of its property from the Licensed Space and shall vacate the Building. In the event Licensee remains in the Licensed Space after the Expiration Date or the earlier termination of this Agreement, Licensee will be considered to be "holding over." During the holdover period, the Monthly License Fee shall be one hundred fifty percent (150%) of the Monthly License Fee in effect during the last month of the License Period, and all other charges and amounts owed under this Agreement shall be the same as in effect during the last month of the License Period, all of which shall be payable on the applicable due dates. Any holding over by Licensee after expiration or termination of this Agreement without Licensor's prior written consent shall entitle Licensor at its option to re-enter the Licensed Space as Licensor deems necessary. Anything in this Section to the contrary notwithstanding, the acceptance of any license fees, charges or other amounts paid by Licensee pursuant to this Section shall not preclude Licensor from commencing and prosecuting a holdover or summary eviction proceeding. Nothing contained in this Section shall: (a) imply any right of Licensee to remain in the Licensed Space after the expiration or termination of this Agreement without the execution of a new license agreement or modification of this Agreement; (b) imply any obligation of Licensor to grant a new license agreement; or (c) be construed to limit any right or remedy that Licensor has against Licensee as a holdover occupant or trespasser.

16. Jury Waiver. Licensor and Licensee waive their right to trial by jury, including any rights to an advisory jury, in any action, proceeding, or counterclaim (a) brought by either Licensee or Licensor against the other party hereto, with respect to any issue or defense raised therein; and (b) on any matters whatsoever arising out of, or in any way connected with (i) this Agreement, (ii) the relationship of Licensee and Licensor, (iii) Licensee's use and occupancy of the Licensed Space, and/or (iv) Licensor's responsibilities with respect to the Building, including without limitation, summary proceedings and possession actions, and any emergency statutory or other statutory remedies.

17. Insurance. Licensee shall maintain the following insurance policies from and after the date on which the Licensed Space are available to Licensee, and continuing during the License Period: (a) commercial general liability on an occurrence basis with a minimum limit of One Million Dollars (\$1,000,000.00) per claims made and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage, such policy to include product liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00); (b) property insurance, including theft coverage, which insures Licensee's merchandise, fixtures, furnishings, equipment and all other items of personal property in an amount not less than one hundred percent (100%) of their full replacement cost; (c) workers compensation as required by law, with statutory limits for Missouri. The general liability policy shall designate Licensor (TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC) and its property manager, Staenberg Group, Inc. (STAENBERG GROUP, INC. DBA TSG PROPERTIES), and all other parties in interest designated by Licensor, as an additional insured. The certificate holder box needs to be: TSG Downtown Chesterfield Redevelopment, LLC. Attention: Risk Management C/O Staenberg Group, Inc. 2127 Innerbelt Business Center Drive Suite #200 St. Louis, MO 63114. Licensee shall provide Licensor with a certificate of insurance prior to taking possession of the Licensed Space, such certificate to evidence that all of the insurance policies required under this section are in effect, and that the required policies will not be cancelled without at least thirty (30) days advance notice to Licensor.

18. Notices. All notices, demands, requests or other instruments which may be or are required to be given hereunder, if sent to Licensor or Licensee by overnight mail service such as FedEx, UPS, etc., to the address set forth on the first page of this Agreement, or if to Licensee only, via hand delivery to the Licensed Space, shall be deemed to have been delivered on the date of receipt or refusal thereof.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to choice or conflict of laws rules.

20. General Provisions. This Agreement is and shall be considered to be the only agreement between the parties hereto relating to the subject matter hereof. All prior negotiations, representations and agreements between the parties are merged herein. This Agreement may be amended or modified only by written instrument executed by both Licensor and Licensee. This Agreement shall not be binding and or effective until signed by both Licensor and Licensee. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall constitute one agreement. The counterparts of this Agreement may be executed and delivered by email or other electronic transmission, by any of the parties, to any other party, and the receiving party may rely on the receipt of such document so executed and delivered by email or other electronic means, as if the original had been received. Licensee has not relied upon any representation of Licensor or its agents, other than any items contained in this Agreement as an inducement to enter into this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have executed and delivered this Agreement as of the date first above written.

LICENSOR:

TSG DOWNTOWN CHESTERFIELD
REDEVELOPMENT, LLC

By: _____
Michael H. Staenberg, Manager

LICENSEE:

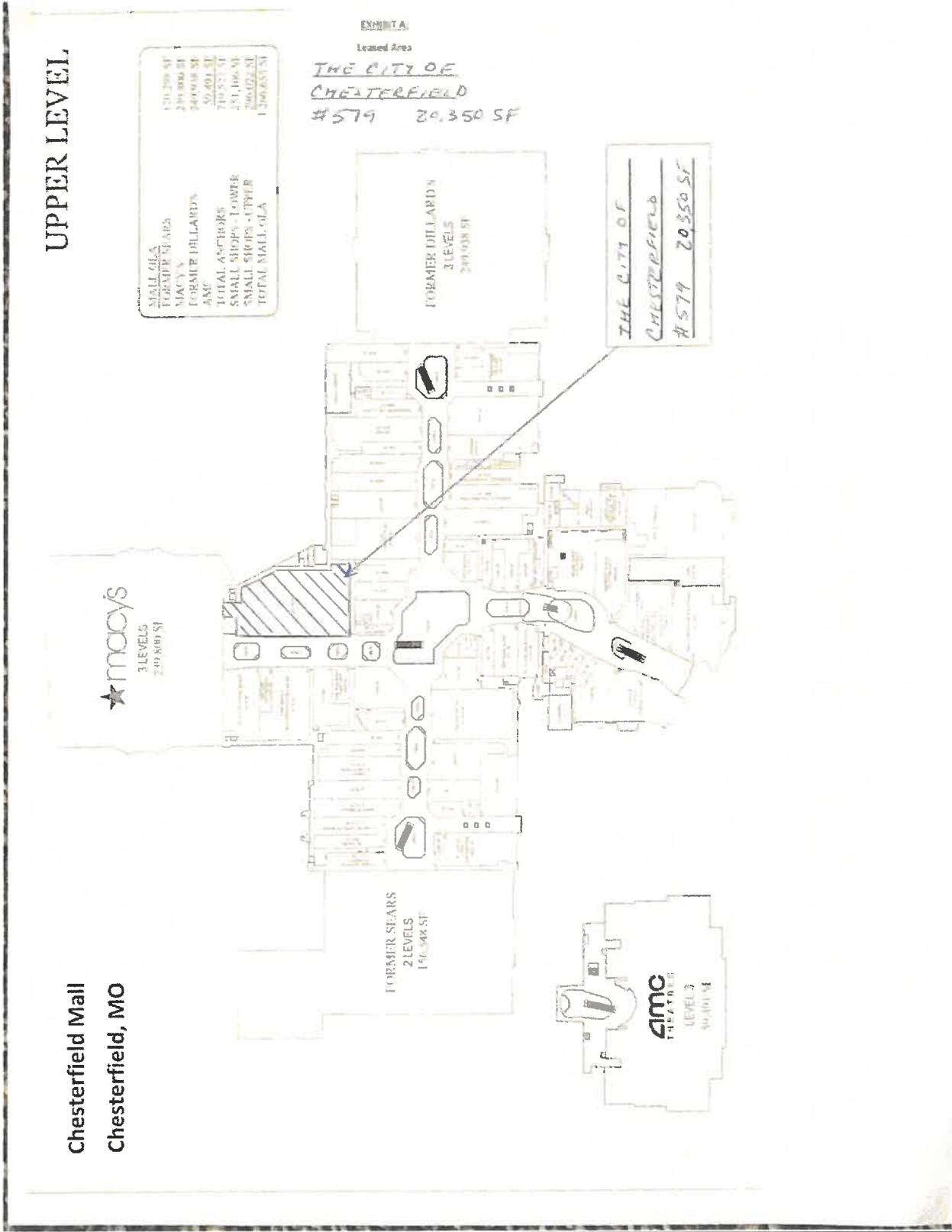
THE CITY OF CHESTERFIELD

By: _____

Print Name: _____

Title: _____

Exhibit A





1233 North Price Road
St. Louis, MO 63132-2303
phone 314-997-6600
fax 314-997-4536
www.murphynet.com

**PROPOSAL
2022Q6877**

**SERVICE AGREEMENT FOR
PREVENTATIVE MAINTENANCE
BETWEEN MURPHY COMPANY AND**

**City of Chesterfield
690 Chesterfield Parkway West
Chesterfield MO 63017**

CONTACT: Mr. Barry Johnson

FOR THE PROPERTY

**Chesterfield Mall
291 Chesterfield Center
Chesterfield MO 63017**

General Terms and Conditions

1. This proposal is in effect for a period of 30 days.
2. Acceptance of this proposal shall in no way bind Murphy Company to make corrections, replacements or repairs necessitated by Customer's improper operation or misuse of the equipment or systems, or by faulty design of the equipment or systems.
3. All work is to be completed during normal working hours, 7:00 a.m.-3:30 P.M., Monday through Friday, excluding holidays, unless otherwise noted.
4. Murphy Company's liability for injury to persons or damage to property shall be limited to the extent such injury or damage is caused by its direct negligence. Murphy Company shall not be liable for any damage or loss to Customer resulting from business interruptions, inconvenience, loss of profits or special, indirect or consequential damages. However, nothing contained in this paragraph shall be deemed to release Murphy Company from the performance of its services and obligations under this agreement.
5. Murphy Company's scope of work does not include identification, removal, handling, installation, or treatment of any toxic or hazardous materials or substances including, but not limited to, asbestos and PCBs. Should any such materials or substances be within or near the areas of the work, the Owner or General Contractor agrees to immediately warn and identify the same to Murphy Company personnel. Should any such material or substances be encountered in the performance of work, Murphy Company may suspend work until others employed by the Owner or General Contractor remove the same and certify in writing to Murphy Company that the premises are free of the same and direct Murphy Company to return to work. Murphy Company shall be issued a change order and paid all reasonable suspension-of-work costs attributable to such suspension of work and allowed equitable extension of contact performance time. The Owner or General Contractor shall indemnify Murphy Company from any damage that results from the presence of any toxic or hazardous materials or substances.
6. This proposal will become a contract between Murphy Company and Customer if acceptable by Customer and thereafter approved in writing by an authorized Murphy Company representative.
7. Murphy Company shall not be liable for damages in the event of delivery or installation delays, which are due to causes beyond the control of Murphy Company.
8. During installation, Murphy Company will take all reasonable precautions to protect persons and property. Customer is responsible for property, casualty, and general liability insurance on its property.
9. Title to any equipment installed in connection with this project remains with Murphy Company until all payments have been received. Payment terms are net 30 days and a service charge of 1.5% per month on all past due accounts.
10. Murphy Company agrees to replace any workmanship, which is determined to be defective within 30 day of substantial completion of the project. Murphy Company will also warrant parts and materials only to the extent of the manufacturer's warranty.



INSPECTION CONTRACT

Under this contract Murphy will regularly inspect the Covered Equipment 4 times per year, and

on each inspection perform all services per the attached inspection list(s), and furnish Customer with a copy of the Preventative Maintenance Report showing what service was performed and indicating what repairs, if any, are necessary or advisable.

SCHEDULE OF SERVICES

Filter Replacement:	Included	<u>X</u>	Not Included	<u> </u>	Quarterly
Belt Replacement:	Included	<u>X</u>	Not Included	<u> </u>	Once Annually
Condenser Coil Cleaning:	Included	<u>X</u>	Not Included	<u> </u>	Twice Annually

EQUIPMENT LIST

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

EXCLUSIONS

We shall not be liable for any damages caused by obsolescence or Acts of God, or any special, incidental or consequential damages resulting from the use of the equipment specified herein during the term of this Agreement, except for personal injuries to service personnel caused by maintenance and servicing procedures.

SCOPE OF SERVICE

Murphy Company (hereafter referred to as "Murphy") and City of Chesterfield (hereafter referred to as "Customer") agree Preventative Maintenance Services, will be provided by Murphy at the Customer's facility. This Service Agreement, the Equipment List, General Terms and Conditions, and any inspection checklists attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and Murphy.

TERM/AUTOMATIC RENEWAL

This Agreement takes effect on 01/01/22 and will continue through 12/31/22 ("Original Term"). The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". This Agreement will automatically renew on a year-to-year basis after the Original Term ends, unless the Customer or Murphy gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term, or of any renewal period, to prevent the automatic renewal. Murphy will provide Customer with notice of any adjustments to the Price and Payment Terms of this Agreement applicable to a renewal period no later than sixty (60) days prior to the commencement of such renewal period. Unless the Customer provides written notice to terminate this Agreement, the adjusted price shall be the price for the renewal period.

TERMINATION

Murphy and the Customer agree in the event either Party refuses or fails to perform its obligations under this Agreement in the manner specified herein, the affected Party must provide the other with written notice containing a detailed description of the alleged deficiency or breach within five (5) days of the alleged deficiency or breach. Should the Party alleged to be in breach of this Agreement fail to respond in writing to, or take action to cure the alleged deficiency or breach within ten (10) days of the written notice of same, the affected Party may terminate this Agreement for cause. In the event the Agreement is terminated for cause, Customer shall make payment to Murphy for all undisputed amounts owed within ten (10) days of the termination effective date. A Party's termination of this Agreement for cause shall be without prejudice to any other right or remedy.

PRICE AND PAYMENT TERMS

The total Contract Price for Murphy's Services during the 1st year of the Original Term is: \$ 7,268.00 and will be payable as follows: \$1,817.00 Quarterly All payments will be due and payable within thirty (30) days of the invoice date and such timely payment by Customer shall be a condition precedent to Murphy's obligation to perform its Services. A penalty of one and one half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. If paying by credit card, a 3% processing fee will be charged.

Type of Contract Inspection
Details of which are listed on Page 1.

Customer Acceptance: Company _____
Date _____ by _____
Title _____

Murphy Approval: Company Murphy Company
Date 11/22/21 by Al Shields
Al Shields
Title Service Account Manager

Chesterfield Mall Space Budget

Expense	Month	Year		
Space Rental	\$ -	\$ -		
Utilities		\$ 25,000.00		
Permits		\$ 500.00		
Operational				
	use of current staff -each work their event - as we grow - this could change			
Staff				
IT	\$ 3,000.00	\$ 3,000.00		
Janitorial	\$ 2,000.00	\$ 2,000.00		
FF&E		\$ 10,000.00		
Chairs	\$ 150.00	\$ 3,300.00		
Tables	\$ 13.00	\$ 1,300.00	6 round current - add 13 - 8' tables	
Amenities		\$ 10,000.00		
Fire extinguishers		\$ 300.00		
Repairs		\$ 5,000.00		
HVAC		\$ 7,268.00		
Coping		\$ 750.00		
Total		\$ 68,418.00		
Revenue				
Sponsors				
ARPA		\$ 55,000.00		
St Lukes		\$ 10,000.00		
Potential Sponsors	will be sought after lease is signed	\$ 1,500.00		
Small buisnesses	TBD			
Programs				
Family Bingo		\$ 150.00		
educational seminars				
Camps	outside of summer camp	\$ 3,000.00		
Daddy/Daughter	\$	\$ 250.00		
Bfast/lunch with santa	\$	\$ 250.00		
Senior Sampler	\$	\$ 500.00		
Fitness PRG	\$	\$ 1,000.00		
Senior / teen Movies	\$	\$ 500.00		
Senior Bingo	24 bingo - avg 80 at \$5	\$ 9,600.00		
Community CPR		\$ 500.00		
Misc Programs		\$ 2,500.00		
Total		\$ 84,750.00		

Chesterfield Mall Space – 2 years

Programs Current at City Hall

- Bingo – twice a month
- Educational series – twice a week
- Environmental programs
- CPR / AED classes
- Pickleball
- St Luke's Program offerings –1 to 2 a month. To include but not limited to educational classes (nutrition, stress management, aging in place, cardiac, sleep); health screenings (BP, glucose/A1C, grip strength, biometrics); ask the expert sessions from our various service line providers; fitness classes (yoga, strength, mobility, fall prevention)

Program Opportunities

- \$ Fitness classes for seniors and adults
 - Yoga, Zumba, Tai Chi, dance, etc.
- \$ Summer camp during inclement weather
- Teen Center
- \$ Additional camps during Holidays, spring breaks, specialty camps, etc.
- Gathering for seniors, board games
- reading clubs,
- Walking Clubs
- Card Game – Bridge, spades
- \$ Additional youth programs
- Testing/talks
- \$ Daddy/Daughter dance
- \$ Mother/Son day
- \$ Fort Nerf wars
- Movies
- \$ Birthday-day parties
- \$ Rental of space
- \$ Add pickleball clinics
- Outdoor recreation seminars
- \$ Archery clinics
- Additional LOAP Opportunities
- \$ Senior Movies
- Move Senior Sampler to the space
- Partner with Macy's
- \$ Additional Vendor Fairs
- \$ Art Classes
- \$ Music Classes
- Event Registration
- \$ Breakfast or pizza with Santa
- Art Classes
- Art Museum (someone in mind)
- Coffee Talks
- Happy Hours

Revenue Sources

- Program sponsorships
- Program Registration Fees

20,000 sq ft (H&M) – second floor -4 rooms + big entry, office, storage, lockers, bathrooms, kitchen area-- ability to run multiple programs at once.



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St. Louis, MO 63132-2303
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fax 314-997-4536
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We shall not be liable for any damages caused by obsolescence or Acts of God, or any special, incidental or consequential damages resulting from the use of the equipment specified herein during the term of this Agreement, except for personal injuries to service personnel caused by maintenance and servicing procedures.

SCOPE OF SERVICE

Murphy Company (hereafter referred to as "Murphy") and City of Chesterfield (hereafter referred to as "Customer") agree Preventative Maintenance Services, will be provided by Murphy at the Customer's facility. This Service Agreement, the Equipment List, General Terms and Conditions, and any inspection checklists attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and Murphy.

TERM/AUTOMATIC RENEWAL

This Agreement takes effect on 01/01/22 and will continue through 12/31/22 ("Original Term"). The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". This Agreement will automatically renew on a year-to-year basis after the Original Term ends, unless the Customer or Murphy gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term, or of any renewal period, to prevent the automatic renewal. Murphy will provide Customer with notice of any adjustments to the Price and Payment Terms of this Agreement applicable to a renewal period no later than sixty (60) days prior to the commencement of such renewal period. Unless the Customer provides written notice to terminate this Agreement, the adjusted price shall be the price for the renewal period.

TERMINATION

Murphy and the Customer agree in the event either Party refuses or fails to perform its obligations under this Agreement in the manner specified herein, the affected Party must provide the other with written notice containing a detailed description of the alleged deficiency or breach within five (5) days of the alleged deficiency or breach. Should the Party alleged to be in breach of this Agreement fail to respond in writing to, or take action to cure the alleged deficiency or breach within ten (10) days of the written notice of same, the affected Party may terminate this Agreement for cause. In the event the Agreement is terminated for cause, Customer shall make payment to Murphy for all undisputed amounts owed within ten (10) days of the termination effective date. A Party's termination of this Agreement for cause shall be without prejudice to any other right or remedy.

PRICE AND PAYMENT TERMS

The total Contract Price for Murphy's Services during the 1st year of the Original Term is: \$ 7,268.00 and will be payable as follows: \$1,817.00 Quarterly All payments will be due and payable within thirty (30) days of the invoice date and such timely payment by Customer shall be a condition precedent to Murphy's obligation to perform its Services. A penalty of one and one half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. If paying by credit card, a 3% processing fee will be charged.

Type of Contract Inspection
Details of which are listed on Page 1.

Customer Acceptance: Company _____
Date _____ by _____
Title _____

Murphy Approval: Company Murphy Company
Date 11/22/21 by Al Shields
Al Shields
Title Service Account Manager