

Addendum to Request for Proposals

For a Redevelopment Project for the Wellston Industrial Park (1335 Ogden Avenue)

Date: December 2, 2024

Answer to Questions Submitted

This addendum is intended to answer the questions submitted related to the RFP. The RFP is attached as **Exhibit A**.

- 1) What is the estimated budget?
 - The estimated budget for any proposed redevelopment project would be in the discretion of the bidder.
- 2) Will you separate the two parcels of ground?
 - The Wellston Industrial Park (located at 1335 Ogden Avenue) is being offered as a separate development opportunity from the Plymouth Industrial Park (located at 6440 Page Avenue).
- 3) How firm are you on the December 13 due date?
 - Only proposals received on or before the submission deadline (3 PM CT on December 13, 2024) will be guaranteed to be considered. Proposals received after the submission deadline may not be considered.
- 4) Do we have to put down an Earnest Deposit of \$50,000?
 - An earnest money deposit of the lesser of Five Percent (5%) of the purchase price or Fifty Thousand and 00/100 Dollars (\$50,000.00) in the form of a check made payable to the Land Clearance for Redevelopment Authority must accompany any proposal.
- 5) Are you open to due diligence period of 9-12 months?
 - The length of any proposed due diligence period would be in the discretion of the bidder.
- 6) Is there further detailed information on the lot - such as size, dimensions etc.?
 - All available information has been provided in the RFP (<https://stlpartnership.com/rfp-rfq/rfp-a-redevelopment-project-for-the-wellston-industrial-park/>) and the associated informational packet (<https://stlpartnership.com/real-estate/lcra/>).
- 7) Is there any downside, liability, claw backs, etc., if project costs and/or jobs are not met?
Please refer to section 3 of the draft redevelopment agreement included in the informational packet.

EXHIBIT A

[Original RFP – Attached]

Updated 12.2.2024

REQUEST FOR PROPOSALS

FOR

A REDEVELOPMENT PROJECT FOR THE WELLSTON INDUSTRIAL PARK

Issued by the Land Clearance for Redevelopment Authority of the County of St. Louis

Proposals Due:

December 13, 2024 by 3:00 PM

**Land Clearance for Redevelopment Authority
c/o St. Louis Economic Development Partnership
120 S. Central Ave., Suite 200
Clayton, MO 63105
Attn: Howl Bean II**

WELLSTON INDUSTRIAL PARK
1335 OGDEN
ST. LOUIS, MISSOURI 63133

A current aerial outlining the full extent of the Property is included below:



INTRODUCTION

The Land Clearance for Redevelopment Authority of the County of St. Louis (“**LCRA**”) is a political subdivision of the State of Missouri organized pursuant to Chapter 99 of the Missouri Revised Statutes for the purposes, among others, of rehabilitating, redeveloping, and renewing real property for residential, commercial, or mixed-use for the economic benefit and social welfare of St. Louis County. Consistent with its organizational purposes, the LCRA owns certain residential and industrial, real property parcels located in the City of Wellston in St. Louis County, Missouri.

The LCRA issues this Request for Proposals (“**RFP**”) to purchase and redevelop an approximately 28.33 acre property, commonly known as the Wellston Industrial Park and located at 1335 Ogden Avenue, Wellston, St. Louis County, Missouri 63133 (the “**Property**”).

The LCRA has worked with the City of Wellston to develop and approve a redevelopment plan for Wellston, which would include the redevelopment of the Property. PGAV Planners conducted a review of the City of Wellston to evaluate the current conditions and its need for redevelopment and issued a report entitled the “Wellston Empower Plan” (“**Empower Plan**”). The Empower Plan is designed to facilitate the redevelopment of Wellston into productive commercial, industrial, and residential uses, including related parking, improved pedestrian and vehicular access, and recreational facilities. The LCRA and Wellston have approved the Empower Plan, which is available in the Informational Package (as defined below).

The intention of this RFP is to solicit proposals from developers (“**Respondents**”) that will contract to complete the redevelopment and purchase of the Property consistent with the Empower Plan (the “**Redevelopment**”). Other terms and conditions may be developed in response to specific proposals and incorporated into agreements that may be necessary to implement incentives for the Redevelopment.

PROJECT PROPOSAL

The LCRA seeks proposals (“**Proposals**”) from developers to contract for the redevelopment and purchase of the Property from the LCRA. The Property is being sold AS IS, without warranty as to any matters.

Addenda: In the event that it becomes necessary to revise any part of the RFP, revisions shall be made only by written addenda. Respondents shall bear the entire responsibility for ensuring that they have received any and all addenda. After the proposals have been received, no claim that the Respondent did not have complete information will be considered.

Rejection of Proposals: The LCRA reserves the right to reject any and all proposals at its sole discretion.

Informational Package. The LCRA will make an informational package (“**Informational Package**”) concerning the Property available to potential bidders, who may request a copy of the

Informational Package by contacting Howl Bean via email: Hbean@stlpartnership.com or by visiting the following web address: <https://stlpartnership.com/real-estate/lcra/>. The Informational Package is being provided as an accommodation only. The LCRA makes no representations or warranties concerning the accuracy or completeness of the documents in the Informational Package, and the LCRA and the LCRA Affiliates (defined below) shall have no liability to the Respondent for any expense or loss suffered by Respondent as a result of any errors or omissions in the matters disclosed or not disclosed in the Informational Package. The term “**LCRA Affiliates**” shall include the St. Louis Economic Development Partnership, St. Louis County, the City of St. Louis, and all agencies and departments and officials, agents, and employees of the foregoing.

Inspections. Each Respondent should thoroughly investigate all aspects of the Property prior to submitting a proposal. The LCRA will provide reasonable access to the Property at the request of potential purchasers. Potential purchasers desiring to conduct any invasive testing on the Property will need written permission from the LCRA for any such testing. Potential purchasers may contact Howl Bean via email: Hbean@stlpartnership.com to seek permission for inspections or any testing. Each Respondent is advised to perform its own due diligence for the Property before submitting an offer to purchase, provided however, that the Sale Contract (defined below) will allow the Respondent a due diligence period after the Sale Contract is entered into in which to conduct such additional and reasonable due diligence investigation as the Buyer deems necessary.

Sale Contract and Development Agreement. The Informational Package will contain a form sale contract (the “**Sale Contract**”) and a form development agreement (the “**Development Agreement**”). Within fifteen days after a proposal is approved for selection by the LCRA Board of Commissioners, the LCRA and developer will enter into negotiations to finalize such Sale Contract and Development Agreement on terms mutually satisfactory to both parties but consistent with developer’s proposal. To the extent the parties cannot reach final agreement on a Sale Contract and Development Agreement within a reasonable amount of time, the LCRA reserves the right to terminate negotiations and select a new developer.

PROPOSAL CONTENT

Proposals must include, at a minimum, the following information:

1. Proposed Project Description (to include but not limited to):
 - a. Use(s)
 - i. What is the project?
 - ii. Why is this opportunity important?
 - b. Improvement characteristics
 - i. Dimensions
 - ii. Square feet by general use

- iii. Parking
 - iv. Sustainability aspects
 - c. Design
 - i. Unique features
 - ii. Materials
 - d. Jobs Created
 - i. Provide information related to job creation and anticipated wage ranges. Projects that provide the opportunity for workers to earn a living wage and that promote opportunities for the local community are preferred.
 - ii. Provide information related to workforce development. Projects that promote the development of a diverse workforce to support and fit the needs of the local community are preferred.
 - e. Total proposed project cost
 - f. A list of sources and uses of funds in the proposed redevelopment and evidence to support financing capability and the capacity to complete the proposed purchase and redevelopment as part of any agreement, including any financial commitment letters from lenders, equity partners, or contributors and/or other sources of financing
 - g. Incentives being sought or special taxing districts proposed to be created
 - h. Timeline for redevelopment completion
 - i. Other benefits to the St. Louis or local community, such as number of jobs created, services provided, etc.
 - j. Any other information which would provide a full and complete description of the proposed Project or use of the Property
2. Qualifications
- a. Developer Information
 - i. Full legal name, address, phone number, and email address for developer
 - b. Developer's Background
 - i. Identification and full description of specific project experience that is related to and that would uniquely qualify the firm to undertake development of the Property, including:
 - 1. The uses (office, retail, parking, etc.) associated with the prior developments
 - 2. Prior project costs, sizes, methods, amounts and sources of financing
 - 3. Experience addressing public infrastructure improvements needed for the project
 - 4. Photographs or other graphic presentations of the prior developments
 - ii. Experience working with public-private partnerships, including appropriate financial structures

- c. Developer's Financial background
 - i. Developer shall provide evidence of its financial capacity to complete the purchase and redevelopment of the Property and the methods and sources of funds available to the developer to finance the purchase and redevelopment
3. Compliance with Zoning
 - a. Proposals must indicate the developer's ability to comply with zoning requirements. If the bid is contingent on rezoning of some or all of the Property, then the developer must provide the following:
 - i. The zoning changes or variances to be sought
 - ii. Time frame needed to satisfy the requested rezoning; the LCRA reserves the right to negotiate the amount of time allowed to satisfy the zoning contingency
 - b. A proposed zoning change shall not take effect without the LCRA's prior written consent until developer has closed on the purchase of the Property
4. Compliance with Closing Requirements
 - a. The Sale Contract shall provide that (i) if the sale is not contingent, the developer shall close on the purchase of the Property within sixty (60) days after the Sale Contract is signed, or (ii) if the sale is contingent, the developer shall close on the purchase of the Property within sixty (60) days after all contingencies are satisfied or waived. If the Sale Contract includes a contingency, it shall provide that if that contingency is not satisfied or waived by the deadline specified, then the LCRA may elect to terminate the Sale Contract.
5. Proposed Purchase Price
6. Conditions to Closing

SELECTION CRITERIA

Proposals submitted will be reviewed by the LCRA's staff for completeness, redevelopment plan details, purchase price and other material terms. Selection of a redeveloper will be made on the basis of the following criteria, in the LCRA's sole discretion:

1. Consistency with the relevant community redevelopment plan (i.e., the Empower Wellston Plan) and fit with existing adjacent economic development activities (Wellston STL Venture Works Facility, Wellston Childcare Center, and the MET Center), and the proposed project's impact on the community, including the elimination, remedying, and prevention of blight;
2. The level of commitment to purchase and redevelop the Property to achieve its highest and best use;
3. Experience and history of the developer in performing similar redevelopment projects;
4. Stability and credibility of financing/capital stack;

5. Type of proposed land use;
6. Jobs created – direct construction and permanent employment, as well as induced employment. Projects that provide the opportunity for workers to earn a living wage and that promote opportunities for the local community are preferred. Projects that promote the development of a diverse workforce to support and fit the needs of the local community are preferred.
7. Credibility of any contingencies;
8. Responsiveness of the redeveloper to the terms of this RFP;
9. Size and nature of any economic incentive package required and the likelihood of receiving those incentives;
10. Timeline of redevelopment completion; and
11. Purchase Price.

The LCRA actively encourages submission of proposals from disadvantaged business enterprises and companies owned by minorities, women, immigrants, and veterans. The LCRA does not discriminate on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, age, ancestry, national origin, disability, or veteran status in consideration of this award. Equal Opportunity Employer.

A selection committee will convene to review all responses. The LCRA reserves the right to require an interview of Respondents at a place and time to be determined by the selection committee. The LCRA reserves the right to modify or eliminate certain criteria or establish further criteria for evaluation of proposals, to require additional submissions, to waive any informality in submissions, to modify its selection process, to reject any or all proposals, and to negotiate with successful respondent.

TERMS AND CONDITIONS

The following terms and conditions apply to all proposals:

1. The LCRA reserves the right to reject any and all proposals submitted; to negotiate with one or more Respondents; to select one or more Respondents; to void this RFP and the review process and/or terminate negotiations at any time without prior notice; to select separate Respondents for various components of this RFP; and to select a final party/parties from among the proposals received in response to this RFP. Additionally, any and all RFP project elements, requirements and schedules are subject to change and modification. The LCRA also reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of this RFP and the RFP process, to obtain further information from any and all responding parties, and to waive any defects as to form or content of the RFP or any responses by any party, all without prior notice.

2. The LCRA makes no representations as to the zoning of the Property or permissible uses. Potential bidders are to conduct their own inquiry with St. Louis County as to what uses the County may permit. For proposals contingent on rezoning and financing, the LCRA may, in its sole and absolute discretion, determine which such proposals are credible and may disregard those it deems not credible. In making its credibility determination, the LCRA may consider such factors as the LCRA deems relevant, including, but not limited to, the existing zoning on adjacent properties, any likely opposition to, or support for, the requested rezoning, input from St. Louis County and any subsidies requested by the potential developer. If credible, contingent proposals are received, then the LCRA, in its sole and absolute discretion, may (but is not obligated to) extend the time frame for a final selection to allow one or more selected contingent proposals additional time to pursue the contingency (such extended date being hereinafter referred to as the “**Final Selection Date**”). If such contingencies are neither achieved nor waived on or before the Final Selection Date, then the highest and best, non-contingent proposal will become the winning bid.
3. Proposals (with or without contingencies) are binding promises that can be specifically enforced by the LCRA until the earlier of: (i) the date they are withdrawn by the developer, or (ii) until a sale of the Property is consummated by the LCRA.
4. The LCRA reserves the right to select a non-contingent bid over a higher bid that is contingent.
5. The LCRA also reserves the right to compete bidders in one or more rounds.
6. This RFP does not commit the LCRA to award a contract, accept an offer for purchase, accept a redevelopment plan, defray any costs incurred in the preparation of a response to this request, or procure or contract for services. All submitted responses to this RFP become the property of the LCRA as public records. All proposals may be subject to public review, on request, unless and to the extent exempted in accordance with applicable provisions of the Missouri Sunshine Act.
7. This RFP is issued subject to, and in compliance with, Wellston Ordinance No. 2106, approved on November 15, 2023.
8. The Respondent is responsible for all costs in assessing, inspecting, surveying, and evaluating the Property for its proposed purchase and redevelopment plan.
9. By accepting this RFP and/or submitting a proposal in response thereto, each Respondent agrees for itself, its successors and assigns, to hold the LCRA, the St. Louis Economic Development Partnership and its affiliated entities, St. Louis County, and all

of their various agents, commissioners, directors, consultants, attorneys, officers and employees harmless from and against any and all claims and demands of whatever nature or type, which any such Respondent, its representatives, agents, contractors, successors or assigns may have against any of them as a result of issuing this RFP, revising this RFP, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a Respondent or negotiating or executing an agreement incorporating the commitments of the selected Respondent.

10. By submitting responses, each Respondent acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.

SUBMISSION OF PROPOSALS

To be considered, proposals must be received no later than **3:00 PM CT on Friday, December 13, 2024**. An earnest money deposit of the lesser of Five Percent (5%) of the purchase price or Fifty Thousand and 00/100 Dollars (\$50,000.00) in the form of a check made payable to the Land Clearance for Redevelopment Authority must accompany any proposal. Only the monies of the winning proposal will be deposited with an escrow agent. All other checks will be shredded and discarded. The LCRA may begin its review of submissions prior to the above deadline; however, the LCRA will take no final action and will not select a developer prior to such date.

Schedule

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|--------------------------------|-------------------|
| RFP Released to Public | October 11, 2024 |
| RFP Newspaper Advertisement #1 | October 17, 2024 |
| RFP Newspaper Advertisement #2 | October 24, 2024 |
| Questions Submitted by | November 1, 2024 |
| Questions Answered | November 7, 2024 |
| Submission of Proposals by | December 13, 2024 |

Firms should submit an electronic copy of their proposal no later than **3:00 p.m. on Friday, December 13, 2024**, by email to Howl Bean II, at Hbean@stlpartnership.com.

Address for hard copies, if needed:

Land Clearance for Redevelopment Authority
c/o St. Louis Economic Development Partnership
120 S. Central Ave., Suite 200
Clayton, MO 63105
Attn: Howl Bean II

Please direct inquiries related to this RFP to Howl Bean II at Hbean@stlpartnership.com.