



June 13, 2022

Shirley Rukcic  
Chief of Staff & Counsel  
City of St. Louis Office of the Treasurer  
1200 Market Street  
St. Louis, MO 63103

RE: Real Estate Consulting  
City of St. Louis Office of the Treasurer

Ms. Shirley Rukcic:

The following represents an engagement letter for consulting services (“the Engagement” or “Agreement”) to be provided by Symcor Advisors, LLC (“Symcor”) relative to general business conducted by the City of St. Louis (“the City”), by and through the Office of the Treasurer (“SLOT”), including development, construction, and brokerage services for the real estate owned, operated, and that which may be acquired by SLOT. This Agreement shall be effective July 25, 2022.

### SCOPE OF ENGAGEMENT

The Engagement of Symcor may include the following services:

1. **Compilation of Data** at the direction of SLOT as required within SLOT’s normal course of business.
  - a. **Data Assemblage.** Any existing documents that will be informative and required by financial institutions, prospective purchasers
    - i. Appraisals
    - ii. Contracts or deeds
    - iii. Surveys
    - iv. Mortgages
    - v. Title Policies
    - vi. Other historic information
  - b. **Analytical Support.** Reports, pro formas, and spreadsheets as may be necessary to assist SLOT with its interaction with the St. Louis Development Corporation (“SLDC”) and other public agencies.
  - c. **Interaction with St. Louis Development Corporation and Agencies** as directed by SLOT.
2. **Interaction with SLOT Real Estate Service Providers** at the direction of SLOT to review scope and pricing of companies employed for real estate projects undertaken by SLOT.
  - a. Architects
  - b. Engineers
  - c. Contractors
  - d. Consultants
  - e. Developers
3. **Meeting Attendance** as necessary and as may be directed by SLOT.
4. **General Real Estate Organization.**
  - a. Assessment of all Real Estate Assets w/Cost-Benefit Analysis.
  - b. Creation of a Facilities Business Plan for Redevelopment of Parking Structure/Surface Lots.

## FEE PROPOSAL

### MONTHLY FEE AND HOURLY CHARGES FOR SERVICES

\$2,000.00 per month shall be paid to Symcor on the first of each month for the period of the engagement. The total fees and expenses under this Agreement shall not exceed \$34,000 unless the City provides advance written approval of a greater amount.

Additional services shall be upon mutual written agreement between the parties, at the direction of SLOT, including:

#### General Support

##### Billing Rates:

Consulting Stephen G. Symsack:	\$250.00 per hour
Pro Forma Financial Services:	\$150.00 per hour
Support and Administration Services:	\$100.00 per hour

#### Development Fees

Such services may include construction oversight, municipal coordination, overall project management, and retention of contractors. Utilization of such services and related fees may be discussed at SLOT's request.

#### Construction Management Fees

Such services may include construction oversight, review and approval of construction draws, municipal coordination, and overall project management. Utilization of such services and related fees may be discussed at SLOT's request.

#### Brokerage

General brokerage as necessary within SLOT's normal course of business including representation on behalf of SLOT of any Requests for Proposal to sell or lease SLOT assets. A commission of three (3%) percent shall be charged on the acquisition, sale, or leasing of real property. (At times, there may be a cooperating broker in the transaction that would expect commission to be negotiated upon acquisition, sale, or lease of SLOT's real estate.)

## REIMBURSABLES

Symcor shall be reimbursed for pre-approved out-of-pocket costs relating to the engagement, including production costs for collateral information prepared for counsel, prospective purchasers, lenders, and other 3<sup>rd</sup> parties important to the representation assignment.

Any travel, lodging, car rental, and meals that may be required during the engagement shall receive the prior approval of SLOT and shall be reimbursed by same.

Symcor shall be fair, reasonable, and is to use good judgment when incurring any reimbursable costs.

All Reimbursables shall be reimbursed on a monthly basis.

## TERM

The initial term shall exist for One (1) Year starting on the effective date.

## TERMINATION

This Agreement may be terminated by the City for convenience and without cause upon thirty (30) calendar days written notice delivered to Symcor, in which event Symcor shall be paid for all work performed up until the date of termination.

This Agreement may be terminated by either Party for cause upon ten (10) calendar days written notice delivered to the other should the other Party fail substantially to perform in accordance with the Agreement's material terms. The non-performing Party may use this ten (10) day notice period as an opportunity to cure any failure to substantially perform. If Sycmor abandons this Agreement, it shall indemnify the City against any loss caused by said abandonment.

### INDEPENDENT CONTRACTOR

Sycmor is, and at all time hereunder, shall be and remain an independent contractor, and nothing herein shall be interpreted to mean that Sycmor or any of its employees or agents is an employee or agent of the City of St. Louis.

### UNAUTHORIZED ALIEN EMPLOYEES

Sycmor shall, pursuant to the provisions of Section 285.525 through 285.555 if the Revised Statutes of Missouri, as amended, by sworn affidavit (attached here to as Exhibit A) and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Sycmor shall also sign an affidavit (attached here to as Exhibit A), affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the above-stated Statutes.

### NONDISCRIMINATION

1. Sycmor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Sycmor will take affirmative action to ensure that applicants who are considered for employment and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for trainees, interns. Sycmor agrees to post notices in conspicuous places, available to employees and applicants for employment.
2. Sycmor will, in all solicitation or advertisements for employees placed by or on behalf of Sycmor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Sycmor will comply with all provisions of City Codes and Ordinances and State and Federal laws governing the regulations of Equal Employment Opportunity.
4. Sycmor shall require all of the above by all sub-consultants.

### EARNING TAX REQUIREMENTS

- (a) Every contract for services executed on behalf of the City shall require certification from the Collector of Revenue dated not more than thirty (30) working days prior to the execution of the contract stating that Sycmor has paid all City earnings taxes due as of the date of the certification and has filed all returns of earnings tax and payroll expense tax required to be filed as of the date of the certification and from the License Collector that Sycmor has a current business license, if applicable. Any contract for services executed without such certifications shall be void and of no force or effect.
- (b) Every contract for services executed on behalf of the City shall reflect a deduction of the earnings tax at the rate of one per cent on the amount of each payment, subject to subsequent adjustment or refund when the subject earnings tax return is filed.

## PUBLIC RECORDS LAW

The parties to this Agreement acknowledge that the City is a "public governmental body" under and subject to the State of Missouri's Sunshine Law (the "Act"), Revised Statute of Missouri § 610.010 et seq. The City will not give prior notice of receipt of a request under the Act for any record that has been provided to it by Symcor, nor of any record disclosed pursuant to the Act. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended to supersede, modify, or diminish in any respect whatsoever any of the City's rights, obligations, and exceptions under the Act, nor will the City be held liable for any disclosure of records, including information that City determines in its sole discretion is a public record subject to disclosure under the Act.

## AMENDMENTS

This Agreement may be amended only by mutual consent of the parties, provided that before any amendment becomes operative, it shall be reduced to writing and signed by the parties.

## ASSIGNMENT

This Agreement shall not be assignable by Symcor without the prior written consent of the City. Consent of the City shall be based on whether the best interests of the City and the City's residents would be served by the assignment, and may not be unreasonably withheld.

## SUBCONTRACTING

Symcor may not sub-contract any portion of this Agreement without the written consent of the City, which may not be unreasonably withheld.

## ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

## SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

## AUTHORITY

The undersigned representatives, by execution of this Agreement, hereby warrant and represent that they are qualified and have full right, power, and authority to execute and enter into this Agreement.

## GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. In the event of any proceedings regarding this Agreement, the parties agree that the venue shall be the Circuit Court of the City St. Louis. All parties expressly consent to personal jurisdiction and venue in such Court for limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

It is understood and agreed by and between the City of St. Louis and Symcor that the laws of the City of St. Louis Charter and Ordinances shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and govern the interpretation of this Agreement. In the event any term, clause, or provision herein contained is found invalid, inapplicable, or against public policy by a court of competent jurisdiction, the invalidity of any such term, clause, or provision, shall in no way affect any other valid term, clause, or provision of this Agreement or void this Agreement in its entirety.

IN WITNESS WHEREOF, the City of St. Louis, by and through the Office of the Treasurer, and the Symcor have executed this Engagment as of the date first above written.

**CITY OF ST. LOUIS**



07/25/22

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Adam L. Layne, Treasurer  
St. Louis City Office of the Treasurer

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Darlene Green  
Comptroller of the City of St. Louis

APPROVED AS TO FORM:

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Sheena Hamilton, City Counselor

ATTEST:

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Amber Simms, Register

**SYMCOR ADVISORS, LLC**

By: 

Print: STEPHEN G. SYMSACK

Title: PRESIDENT

EXHIBIT A

STATE OF Missouri )  
 )SS.  
COUNTY OF St Louis )

AFFIDAVIT

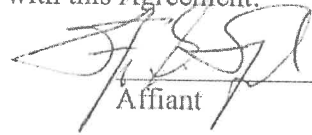
Before me, the undersigned Notary Public, personally appeared Stephen Symsack  
(Name) who, by me being duly sworn, deposed as follows:

My name is STEPHEN G SYMSACK (Name), I am of sound mind, capable of making  
this Affidavit, and personally acquainted with the facts herein stated:

I am the PRESIDENT (Position/Title) of SYMCCR ADVISORS, LLC (Contractor)

I have the legal authority to make the following assertions:

1. SYMCCR ADVISORS, LLC (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, SYMCCR ADVISORS, LLC (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

  
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25 day of July, 2022

  
Notary Public

My Commission Expires: 01-30-2026

MORGAN SPENCER-FRAZER  
Notary Public-Notary Seal  
State of Missouri  
St. Louis County  
My Commission Expires: January 30, 2026  
Commission #22531514

## FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (the "First Amendment") is made effective as of the 29th day of June 2023, by and between the St. Louis Office of the Treasurer ("SLOT") and Symcor Advisors, LLC, ("Symcor").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated July 25, 2022, for consulting services including development, construction, and brokerage services; and

WHEREAS, words and phrases having defined meanings in the Agreement shall have the same respective meanings when used herein, unless otherwise expressly defined herein; and

WHEREAS, the initial Agreement included a term of One (1) Year; and

WHEREAS, the parties have agreed to extend the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Overview of Amendment. The Parties are agreeing to extend the term of the Agreement for One (1) Year.

2. Miscellaneous.

a. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts taken together shall constitute one and the same instrument. Facsimile or email signatures on any counterpart shall be effective as an original signature. If requested, the parties hereto agree to deliver to the other original signatures within thirty (30) days after the date of this First Amendment.

b. Except as expressly amended and modified hereby, all of the terms and provisions of this Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed.

c. In the event of any conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern and control.

d. The person signing this First Amendment on behalf of SLOT represents and warrants to Symcor that he or she has been duly authorized to execute this First Amendment on behalf of SLOT and that this First Amendment is binding and enforceable against Symcor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year set forth above.

**ST. LOUIS OFFICE OF THE TREASURER**

BY: 

PRINT NAME: Shirley Rukcic, Chief of Staff & Counsel

**SYMCOR ADVISORS, LLC**

BY: 

PRINT NAME: Steve Symsack, President

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## SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (the "Second Amendment") is made effective as of the 31st day of May 2024, by and between the St. Louis Office of the Treasurer ("SLOT") and Symcor Advisors, LLC, ("Symcor").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated July 25, 2022, as amended by that certain First Amendment to Agreement dated June 29, 2023 (collectively the "Agreement") for consulting services including development, construction, and brokerage services; and

WHEREAS, words and phrases having defined meanings in the Agreement shall have the same respective meanings when used herein, unless otherwise expressly defined herein; and

WHEREAS, the initial Agreement included a term of One (1) Year; and

WHEREAS, the parties have agreed to extend the Agreement and increase the Monthly Fee;

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Overview of Amendment. The Parties are agreeing to extend the term of the Agreement for One (1) Year and increase the Monthly Fee to \$3,000.00 per month.
2. Miscellaneous.
  - a. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts taken together shall constitute one and the same instrument. Facsimile or email signatures on any counterpart shall be effective as an original signature. If requested, the parties hereto agree to deliver to the other original signatures within thirty (30) days after the date of this Second Amendment.
  - b. Except as expressly amended and modified hereby, all of the terms and provisions of this Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed.
  - c. In the event of any conflict between the terms of this Second Amendment and the terms of the Agreement, the terms of this Second Amendment shall govern and control.
  - d. The person signing this Second Amendment on behalf of SLOT represents

and warrants to Symcor that he or she has been duly authorized to execute this Second Amendment on behalf of SLOT and that this Second Amendment is binding and enforceable against Symcor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year set forth above.

**ST. LOUIS OFFICE OF THE TREASURER**

BY: Shirley Rukcic

PRINT NAME: Shirley Rukcic, Chief of Staff & Counsel

**SYMCOR ADVISORS, LLC**

BY: [Signature]

PRINT NAME: Steve Symsack, President

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### THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (the "Third Amendment") is made effective as of the \_\_\_ day of June 2025, by and between the St. Louis Office of the Treasurer ("SLOT") and Symcor Advisors, LLC, ("Symcor").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated July 25, 2022, as amended by that certain First Amendment to Agreement dated June 29, 2023 and Second Amendment dated May 31, 2024 (collectively the "Agreement") for consulting services including development, construction, and brokerage services; and

WHEREAS, words and phrases having defined meanings in the Agreement shall have the same respective meanings when used herein, unless otherwise expressly defined herein; and

WHEREAS, the initial Agreement included a term of One (1) Year; and

WHEREAS, the parties have agreed to extend the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Overview of Amendment. The Parties are agreeing to extend the term of the Agreement for One (1) Year.

2. Miscellaneous.

a. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts taken together shall constitute one and the same instrument. Facsimile or email signatures on any counterpart shall be effective as an original signature. If requested, the parties hereto agree to deliver to the other original signatures within thirty (30) days after the date of this Third Amendment.

b. Except as expressly amended and modified hereby, all of the terms and provisions of this Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed.

c. In the event of any conflict between the terms of this Third Amendment and the terms of the Agreement, the terms of this Third Amendment shall govern and control.

d. The person signing this Third Amendment on behalf of SLOT represents and warrants to Symcor that he or she has been duly authorized to execute this Third

Amendment on behalf of SLOT and that this Third Amendment is binding and enforceable against Symcor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the day and year set forth above.

**ST. LOUIS OFFICE OF THE TREASURER**

BY: 

PRINT NAME: Shirley Rukcic, Chief of Staff & Counsel

**SYMCOR ADVISORS, LLC**

BY: 

PRINT NAME: Steve Symsack, President

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