



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
VIRTUAL MEETING VIA ZOOM
MONDAY, JANUARY 4, 2021
5:30PM**

<https://zoom.us/j/98245424585>

312 626 6799

Webinar ID: 982 4542 4585

I. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III

A. Bill No. 3322 - P.Z. 06-2020 15310 Conway Road (SMS Group) – An ordinance repealing City of Chesterfield Ordinance 2463 and replacing it with an ordinance amending the development criteria for a 1.49 acre “PC” Planned Commercial District located at the southwest corner of the intersection of Chesterfield Parkway East and Conway Road (P.Z. 06-2020 15310 Conway Road {SMS Group, LLC} 18S310557). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

B. Bill No. 3326 - Replacement Construction and Maintenance Escrows for Fienup Farms Subdivision – An ordinance amending Ordinances 3040, 3041, 3043, 3044, 3045, 3053, 3072, 3073, 3074, and 3075 to authorize replacement construction and maintenance escrows for Fienup Farms Subdivision, Plats 1, 2, 4, 5, 6, 7, 8, 9, 10, and 11. **(First & Second Readings) Planning & Public Works Committee recommends approval.**

C. Bill No. 3327 - P.Z. 08-2020 Straub Lane Estates (14685 Clayton Road) – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “NU” Non-Urban District to the “R-2” Residence District for a 0.90-acre tract of land located at 14685 Clayton Road, northwest of the intersection of Clayton Road and Straub Road (P.Z. 08-2020 {Sudha} 21R441513). **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

D. Next Meeting – January 7, 2021 (5:30pm)

II. Finance and Administration Committee – Chairperson Barb McGuinness, Ward I

A. Public Policy – Policy Statement

At the November 30th meeting of the Finance and Administration Committee, the committee directed City Attorney Graville and Staff to collaborate and draft a policy to address the use of municipal resources for third party benefits, and the public purpose issues associated therewith.

Further, the Committee specifically requested that this policy be presented to City Council at the January 4th, 2021 meeting.

III. Parks, Recreation and Arts Committee – Chairperson Michelle Ohley, Ward IV

A. Chesterfield Family Aquatic Center – Operational Updates

The Parks, Recreation and Arts Committee recommended operational changes to the Aquatic Center for the 2021 season, including:

- Hours of operation (Once school starts in the fall, the pool schedule is to be adjusted by closing the facility Monday thru Thursday, but remaining open on Friday from 4 – 7 pm the two weeks prior to Labor Day). The City is simply unable to employ sufficient lifeguards to staff the pool as required after students return to school.
- Increase the daily admission rate \$1, due to the increased costs associated with minimum wage. Season pass costs will not be impacted.

A voice vote is required to accept the recommended changes. The Parks, Recreation and Arts Committee recommends approval.

B. Sponsors – Independent Contractor

The Parks, Recreation and Arts Committee unanimously endorsed the Department's recommendation to engage an Independent Contractor to assist in acquiring sponsorships on a contingency basis. A Roll Call Vote is required to authorize the Department to enter into an agreement for these services. The Parks, Recreation and Arts Committee recommends approval.

C. Resolution No. 466 - Municipal Planning Grant Application – Central Park

The Parks, Recreation and Arts Committee unanimously recommended that the City pursue a Planning Grant from the Municipal Parks Commission, in the amount of \$6,400, which would partially fund (Parks contribution of \$3,600) a contract for preliminary planning recommendations for the recently acquired ~8 acres adjacent to Central Park. The Planning Grant would fund efforts to solicit public input and develop conceptual programs, diagrams, and recommended best practices for the best use of this property prior to the development of plans and strategies requiring the expenditure of public funds. A Roll Call vote is required to authorize the Department to apply for the grant and subsequently authorize staff to enter into the professional services contract.

D. Budget Transfer – Logan Park Municipal Parks Grant

The City of Chesterfield was successful in seeking a Municipal Parks Grant which will reimburse up to \$525,000 of the Logan Park, phase one improvements, requiring a local share of \$218,000, resulting in a total estimated project cost of \$743,000. A budget adjustment is required, increasing 2021 expenditures by \$743,000 and grant revenues by \$525,000. A budgetary adjustment is requested, transferring \$743,000 from the Parks Fund – Fund Reserve, \$525,000 of which will be reimbursed after project completion. A Roll Call vote is required to authorize the budget transfer. The Parks, Recreation and Arts Committee recommends approval.

IV. Public Health and Safety Committee – Chairperson Ben Keathley, Ward II

V. Report from the City Administrator & Other Items Requiring Action by City Council – Mike Geisel

VI. Other Legislation

A. Bill No. 3328 - 15320 Conway Fire Hydrant Ordinance – Approves the installation of two (2) fire hydrants along Conway Road located within the City of Chesterfield. **(First & Second Readings) Department of Public Works recommends approval.**

VII. Unfinished Business – Mayor Bob Nation

VIII. New Business – Mayor Bob Nation

IX. Adjournment

NOTE: *City Council will consider and act upon the matters listed above and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.*

Notice is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees with employee groups (RSMo 610.021(3)1994; Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups (RSMo 610.021(9) 1994; and/or bidding specification (RSMo 610.021(11) 1994.



**AGENDA
CITY COUNCIL MEETING
VIRTUAL MEETING VIA ZOOM
MONDAY, JANUARY 4, 2021
7:00PM**

<https://zoom.us/j/9366477769>

312 626 6799

Webinar ID: 936 6477 7769

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** – City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – December 7, 2020
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, January 7, 2021 – Planning & Public Works (5:30 pm)**
 - B. Monday, January 11, 2021 – Planning Commission (7 pm)**
 - C. Monday, January 18, 2021 – City Hall Closed – Martin Luther King Jr. Day**
 - D. Tuesday, January 19, 2021 – Candidate Filing Closes (5 pm)**
 - E. Tuesday, January 19, 2021 – City Council (7 pm)**
- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
- VIII. APPOINTMENTS** – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III

- 1. Bill No. 3322 - P.Z. 06-2020 15310 Conway Road (SMS Group) –** An ordinance repealing City of Chesterfield Ordinance 2463 and replacing it with an ordinance amending the development criteria for a 1.49 acre “PC” Planned Commercial District located at the southwest corner of the intersection of Chesterfield Parkway East and Conway Road (P.Z. 06-2020 15310 Conway Road {SMS Group, LLC} 18S310557). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- 2. Bill No. 3326 - Replacement Construction and Maintenance Escrows for Fienup Farms Subdivision –** An ordinance amending Ordinances 3040, 3041, 3043, 3044, 3045, 3053, 3072, 3073, 3074, and 3075 to authorize replacement construction and maintenance escrows for Fienup Farms Subdivision, Plats 1, 2, 4, 5, 6, 7, 8, 9, 10, and 11. **(First & Second Readings) Planning & Public Works Committee recommends approval.**
- 3. Bill No. 3327 - P.Z. 08-2020 Straub Lane Estates (14685 Clayton Road) –** An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “NU” Non-Urban District to the “R-2” Residence District for a 0.90-acre tract of land located at 14685 Clayton Road, northwest of the intersection of Clayton Road and Straub Road (P.Z. 08-2020 {Sudha} 21R441513). **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- 4. Next Meeting – January 7, 2021 (5:30pm)**

B. Finance and Administration Committee – Chairperson Barb McGuinness, Ward I

1. Public Policy – Policy Statement

At the November 30th meeting of the Finance and Administration Committee, the committee directed City Attorney Graville and Staff to collaborate and draft a policy to address the use of municipal resources for third party benefits, and the public purpose issues associated therewith. Further, the Committee specifically requested that this policy be presented to City Council at the January 4th, 2021 meeting.

C. Parks, Recreation and Arts Committee – Chairperson Michelle Ohley, Ward IV

1. Chesterfield Family Aquatic Center – Operational Updates

The Parks, Recreation and Arts Committee recommended operational changes to the Aquatic Center for the 2021 season, including:

- Hours of operation (Once school starts in the fall, the pool schedule is to be adjusted by closing the facility Monday thru Thursday, but remaining open on Friday from 4 – 7 pm the two weeks prior to Labor Day). The City is simply unable to employ sufficient lifeguards to staff the pool as required after students return to school.
- Increase the daily admission rate \$1, due to the increased costs associated with minimum wage. Season pass costs will not be impacted.

A voice vote is required to accept the recommended changes. The Parks, Recreation and Arts Committee recommends approval.

2. Sponsors – Independent Contractor

The Parks, Recreation and Arts Committee unanimously endorsed the Department's recommendation to engage an Independent Contractor to assist in acquiring sponsorships on a contingency basis. A Roll Call Vote is required to authorize the Department to enter into an agreement for these services. The Parks, Recreation and Arts Committee recommends approval.

3. Resolution No. 466 - Municipal Planning Grant Application – Central Park

The Parks, Recreation and Arts Committee unanimously recommended that the City pursue a Planning Grant from the Municipal Parks Commission, in the amount of \$6,400, which would partially fund (Parks contribution of \$3,600) a contract for preliminary planning recommendations for the recently acquired ~8 acres adjacent to Central Park. The Planning Grant would fund efforts to solicit public input and develop conceptual programs, diagrams, and recommended best practices for the best use of this property prior to the development of plans and strategies requiring the expenditure of public funds. A Roll Call vote is required to authorize the Department to apply for the grant and subsequently authorize staff to enter into the professional services contract.

4. Budget Transfer – Logan Park Municipal Parks Grant

The City of Chesterfield was successful in seeking a Municipal Parks Grant which will reimburse up to \$525,000 of the Logan Park, phase one improvements, requiring a local share of \$218,000, resulting in a total estimated project cost of \$743,000. A budget adjustment is required, increasing 2021 expenditures by \$743,000 and grant revenues by \$525,000. A budgetary adjustment is requested, transferring \$743,000 from the Parks Fund – Fund Reserve, \$525,000 of which will be reimbursed after project completion. A Roll Call vote is required to authorize the budget transfer. The Parks, Recreation and Arts Committee recommends approval.

D. Public Health and Safety Committee – Chairperson Ben Keathley, Ward II

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

XI. OTHER LEGISLATION

- 1. Bill No. 3328 - 15320 Conway Fire Hydrant Ordinance** – Approves the installation of two (2) fire hydrants along Conway Road located within the City of Chesterfield. **(First & Second Readings) Department of Public Works recommends approval.**

XII. UNFINISHED BUSINESS – Mayor Bob Nation

XIII. NEW BUSINESS – Mayor Bob Nation

XIV. ADJOURNMENT

Public comment will be available to users logging in online. Public comment will also be available to users calling in to the meeting; however, you must call (636) 537-6716 no later than 5:00 p.m. on the day of the meeting to inform the City Clerk of the telephone number you will be calling in from.

Members of the public may also submit comments for this meeting by calling (636) 537-6716 and leaving a message or by emailing vmcgownd@chesterfield.mo.us no later than 5:00 p.m. on the day of the meeting. Comments left over voicemail and emailed in will be read at the meeting.

AGENDA REVIEW – MONDAY 1/4/2021 – 5:30 PM

An AGENDA REVIEW meeting has been scheduled to start at **5:30 PM, on Monday, January 4, 2021.**

Please note:

There are three separate meetings, each of which will require a separate login and each will have distinct, different login invitations. This is necessary in order to provide full and complete transparency for both meetings.

We will have to initially log in to our Work Session meeting at 5:30 p.m. After conducting the routine work session per our normal processes, we will close that meeting and move into an Executive Session (closed session). Finally, we will then log into our regular meeting prior to 7 PM. These meetings generally allow users to log in up to 15 minutes prior to the actual meeting.

Please let me know, ASAP, if you will be unable to attend this meeting.



RECORD OF PROCEEDING

MEETING OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD AT 690 CHESTERFIELD PARKWAY WEST

DECEMBER 7, 2020

The meeting was called to order at 7 p.m.

Mayor Bob Nation led everyone in the Pledge of Allegiance and followed with a moment of silent prayer.

A roll call was taken with the following results:

PRESENT

ABSENT

Mayor Bob Nation
Councilmember Mary Monachella
Councilmember Barbara McGuinness
Councilmember Ben Keathley
Councilmember Mary Ann Mastorakos
Councilmember Dan Hurt
Councilmember Michael Moore
Councilmember Tom DeCampi
Councilmember Michelle Ohley

APPROVAL OF MINUTES

The minutes of the November 16, 2020 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Ohley, to approve the November 16, 2020 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the November 16, 2020 Public Hearing were submitted for approval. Councilmember Keathley made a motion, seconded by Councilmember Moore, to approve the November 16, 2020 Public Hearing minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that Candidate Filing for the April 6, 2021 Municipal Election opens on Tuesday, December 15, 2020, at 8:00 a.m., in the City Clerk's office at City Hall.

Mayor Nation announced that City Hall will be closed all day on Thursday, December 24 and Friday, December 25 in observance of Christmas.

Mayor Nation announced that the next meeting of City Council is scheduled for Monday, January 4, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mr. Jeff Tegethoff, 2199 Innerbelt Business Center Drive, St. Louis, spoke in support of Downtown Chesterfield Category C, Lot A (Wildhorse) Sign Package as recommended by the Planning Commission. He also addressed the topic of Wildhorse Village Community Improvement District (CID).

Mr. George Stock, 257 Chesterfield Business Parkway, stated that he was available to answer any questions related to Downtown Chesterfield Category C, Lot A (Wildhorse) Sign Package.

Mr. Ryan Rans, 112 W. Jefferson Blvd., South Bend, Indiana, was available to answer any questions related to Downtown Chesterfield Category C, Lot A (Wildhorse) Sign Package.

Mr. Rich Obertino, 9812 Manchester Road, St. Louis, was available to answer any questions related to Downtown Chesterfield Category C, Lot A (Wildhorse) Sign Package.

Mr. Aaron Clippinger, 1160 Pioneer Way, El Cajon, California, was available to answer any questions related to Downtown Chesterfield Category C, Lot A (Wildhorse) Sign Package.

Mr. Sean Sortor, 1717 Wilson Avenue, stated that he was available to answer any questions related to Bill No. 3322 – P.Z. 06-2020 15310 Conway Road (SMS Group).

APPOINTMENTS

Mayor Nation nominated Mr. Brendan Block for appointment to the Board of Adjustment. Councilmember Ohley made a motion, seconded by Councilmember Mastorakos, to appoint Mr. Brendan Block to the Board of Adjustment for a term of five years. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Bill No. 3321 Reappoints Christopher Graville as City Attorney **(First & Second Reading)**

Councilmember DeCampi made a motion, seconded by Councilmember Ohley, for the first reading of Bill No. 3321. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3321 was read for the first time.

Councilmember Mastorakos made a motion, seconded by Councilmember Moore, for the second reading of Bill No. 3321. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3321 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3321 with the following results: Ayes – McGuinness, Ohley, Hurt, Mastorakos, Moore, Monachella, DeCampi and Keathley. Nays – None. Whereupon Mayor Nation declared Bill No. 3321 approved, passed it and it became **ORDINANCE NO. 3122.**

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Bill No. 3319 Pertains to the acceptance of Warwick Gate Drive and Whetherly Landing as public streets in the City of Chesterfield **(Second Reading) Planning & Public Works Committee recommends approval**

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3319. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3319 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3319 with the following results: Ayes – Ohley, Moore, Monachella, Mastorakos, McGuinness, DeCampi, Keathley and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3319 approved, passed it and it became **ORDINANCE NO. 3123.**

Bill No. 3320 Grants the City Administrator and Director of Planning the authority to suspend the application or enforcement of ordinances as necessary to support the reopening of businesses across the City of Chesterfield and protect the public health, safety, and general welfare during this period **(Second Reading) Planning & Public Works Committee recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Ohley, for the second reading of Bill No. 3320. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3320 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3320 with the following results: Ayes – Hurt, Ohley, McGuinness, DeCampi, Moore, Mastorakos, Monachella and Keathley. Nays – None. Whereupon Mayor Nation declared Bill No. 3320 approved, passed it and it became **ORDINANCE NO. 3124**.

Councilmember Hurt made a motion, seconded by Councilmember Mastorakos, to approve the sign package for Downtown Chesterfield Category C, Lot A (Wildhorse) as amended by the Planning and Public Works Committee.

Councilmember Ohley made a motion, seconded by Councilmember Keathley, to amend the original motion to approve the sign package proposal as recommended by the Planning Commission. A voice vote was taken, resulting in a tie (Councilmembers Hurt, Monachella, Mastorakos and McGuinness voted “Nay”). Mayor Nation voted “Aye” to break the tie and declared the motion to amend passed.

Councilmember McGuinness made a motion, seconded by Councilmember Monachella, to further amend the motion to approve the wall sign on the north face, but to eliminate the wall sign on the east (hotel elevation). Mr. Jeff Tegethoff stated that he, as owner, would be willing to eliminate the east face wall sign if the north face wall sign were approved as the amendment calls for. A roll call vote was taken with the following results: Ayes – Hurt, Monachella, McGuinness, Keathley and Moore. Nays – Mastorakos, DeCampi and Ohley. Mayor Nation declared the motion to amend passed.

A roll call vote was taken on the original motion as amended with the following results: Ayes – DeCampi, Keathley, Monachella, Ohley, Moore and McGuinness. Nays – Mastorakos and Hurt. Whereupon Mayor Nation declared the motion, as amended, passed.

Bill No. 3322 Repeals City of Chesterfield Ordinance 2463 and replaces it with an ordinance amending the development criteria for a 1.49 acre “PC” Planned Commercial District located at the southwest corner of the intersection of Chesterfield Parkway East and Conway Road (P.Z. 06-2020 15310 Conway Road {SMS Group, LLC} 18S310557) **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Mastorakos, for the first reading of Bill No. 3322. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3322 was read for the first time.

Councilmember Hurt announced that the next meeting of this Committee is scheduled for Thursday, December 10, at 5:30 p.m.

Finance and Administration Committee

Councilmember Barbara McGuinness, Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember Mastorakos, to approve the recommended changes to the Citizen of the Year Selection Committee, as recommended by the Finance and Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Bill No. 3323 Amends the City of Chesterfield sign regulations **(First Reading)**
Finance & Administration Committee recommends approval

Councilmember McGuinness made a motion, seconded by Councilmember Moore, to postpone Bill No. 3323 indefinitely and direct the City Attorney and Staff to initiate a comprehensive review of the sign regulations, including a review by the Planning Commission, after which any recommended changes would be forwarded to the Planning and Public Works Committee and then to the full Council for consideration. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Parks, Recreation & Arts Committee

Councilmember Michelle Ohley, Chairperson of the Parks, Recreation & Arts Committee, indicated that she had no report this evening.

Public Health & Safety Committee

Councilmember Ben Keathley, Chairperson of the Public Health & Safety Committee, indicated that he had no action items this evening, and the next meeting of this Committee is scheduled for Wednesday, December 9, at 5:30 p.m.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel indicated that he had no report this evening, but there are two action items under “Other Legislation” for which he will be requesting motions.

OTHER LEGISLATION

Bill No. 3324 Provides for the approval of a Boundary Adjustment Plat for a tract of land totaling 10.3 acres zoned “NU” Non-Urban District located east of Kehrs Mill Road and north of Bottlebrush Court (19U530457) **(First & Second Readings) Department of Planning recommends approval**

Councilmember Monachella made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3324. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3324 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Keathley, for the second reading of Bill No. 3324. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3324 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3324 with the following results: Ayes – McGuinness, Ohley, Hurt, DeCampi, Keathley, Mastorakos, Moore and Monachella. Nays – None. Whereupon Mayor Nation declared Bill No. 3324 approved, passed it and it became **ORDINANCE NO. 3125.**

Bill No. 3325 Authorizes and directs the issuance, sale and delivery of taxable Neighborhood Improvement District Limited General Obligation Bonds (Brandywine Project), Series 2020, of the City of Chesterfield, Missouri; prescribing the form and details of said bonds; providing for the levy and collection of annual assessments for the purpose of paying the principal of and interest on the bonds as they become due; and authorizing certain other documents and actions in connection therewith **(First & Second Readings)**

Councilmember Mastorakos made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3325. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3325 was read for the first time.

Councilmember Moore made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3325. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3325 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3325 with the following results: Ayes – Mastorakos, Hurt, Monachella, DeCampi, Moore, Keathley, McGuinness and Ohley. Nays – None. Whereupon Mayor Nation declared Bill No. 3325 approved, passed it and it became **ORDINANCE NO. 3126.**

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 8:18 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

UPCOMING MEETINGS/EVENTS

A. Thursday, January 7, 2021 – Planning & Public Works (5:30pm)

B. Monday, January 11, 2021 – Planning Commission (7pm)

C. Monday, January 18, 2021 – City Hall Closed – Martin Luther King Jr. Day

D. Tuesday, January 19, 2021 – Candidate Filing Closes (5 pm)

E. Tuesday, January 19, 2021 – City Council (7 pm)

APPOINTMENTS

There are no appointments scheduled on the agenda for this meeting.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Hurt

Vice-Chair: Councilmember Ohley

The Planning and Public Works Committee has the following action items for the January 4, 2021 City Council meeting.

Bill No. 3322 - P.Z. 06-2020 15310 Conway Road (SMS Group):

An ordinance repealing City of Chesterfield Ordinance 2463 and replacing it with an ordinance amending the development criteria for a 1.49 acre “PC” Planned Commercial District located at the southwest corner of the intersection of Chesterfield Parkway East and Conway Road (P.Z. 06-2020 15310 Conway Road {SMS Group, LLC} 18S310557). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

Bill No. 3326 - Replacement Construction and Maintenance Escrows for Fienup Farms Subdivision:

An ordinance amending Ordinances 3040, 3041, 3043, 3044, 3045, 3053, 3072, 3073, 3074, and 3075 to authorize replacement construction and maintenance escrows for Fienup Farms Subdivision, Plats 1, 2, 4, 5, 6, 7, 8, 9, 10, and 11.

(First & Second Readings) Planning & Public Works Committee recommends approval.

Bill No. 3327 - P.Z. 08-2020 Straub Lane Estates (14685 Clayton Road)

An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “NU” Non-Urban District to the “R-2” Residence District for a 0.90-acre tract of land located at 14685 Clayton Road, northwest of the intersection of Clayton Road and Straub Road (P.Z. 08-2020 {Sudha} 21R441513).

(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.

NEXT MEETING

The next meeting of the Planning & Public Works Committee is scheduled for Thursday, January 7, 2021, at 5:30 pm.

If you have any questions or require additional information, please contact Director of Planning - Justin Wyse, Director of Public Works – Jim Eckrich, or me prior to Monday’s meeting.

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Justin Wyse, Director of Planning *JW*
James Eckrich, Director of Public Works/City Engineer *JE*

SUBJECT: Planning & Public Works Committee **Virtual** Meeting
Summary Thursday, December 10, 2020



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held virtually via Zoom on Thursday, December 10, 2020.

In attendance were: **Chair Dan Hurt**, (Ward III), **Councilmember Mary Monachella** (Ward I), **Councilmember Mary Ann Mastorakos** (Ward II), and **Councilmember Michelle Ohley** (Ward IV).

Also in attendance were: Mayor Bob Nation; Councilmember Michael Moore (Ward III); Planning Commission Chair Merrell Hansen; Jim Eckrich, Director of Public Works/City Engineer; Justin Wyse, Director of Planning; Zach Wolff, Assistant City Engineer; Steve Merk, Civil Engineer; and Kathy Juergens, Recording Secretary.

The meeting was called to order at 5:30 p.m.

I. APPROVAL OF MEETING SUMMARY

A. Approval of the November 19, 2020 Committee Meeting Summary

Councilmember Ohley made a motion to approve the Meeting Summary of November 19, 2020. The motion was seconded by Councilmember Mastorakos and **passed** by a voice vote of 4-0.

II. UNFINISHED BUSINESS - None.

III. NEW BUSINESS

A. Replacement Construction and Maintenance Escrows for Fienup Farms Subdivision. (Ward 4)

STAFF PRESENTATION

Justin Wyse, Director of Planning, stated that about a year and a half ago, the City approved 11 plats for the Fienup Farms subdivision. With each plat there is a construction agreement and letter of credit and also a maintenance agreement and letter of credit. The developer and the respective homebuilders are now seeking to replace the current guarantees with new agreements and letters of credit. In accordance with the Unified Development Code, replacement construction and maintenance escrows and agreements are being presented to the Committee for review and recommendation prior to proceeding to City Council. Staff has reviewed the request and has no concerns with the replacement.

Councilmember Ohley made a motion to forward the Replacement Construction and Maintenance Escrows for the Fienup Farms Subdivision to City Council with a recommendation to approve. The motion was seconded by Councilmember Monachella and **passed** by a voice vote of 4-0.

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on the Replacement Construction and Maintenance Escrows for the Fienup Farms Subdivision.]

- B. P.Z. 08-2020 Straub Lane Estates (14685 Clayton Road):** A request for a change in zoning from 'NU' Non-Urban District to 'R-3' Residence District for an undeveloped 0.90-acre tract of land on the north side of Clayton Road, west of Straub Lane. (21R441513). (Ward 3)

STAFF PRESENTATION

Justin Wyse, Director of Planning, presented the request for a change in zoning from an "NU" Non-Urban District to an "R-3" Residence District for a 0.90-acre tract of land located at the northwest corner of the intersection of Clayton Road and Straub Lane.

A Public Hearing was held at the November 23, 2020 Planning Commission meeting. At that time, there was considerable discussion regarding the development opportunities for the site, access to the site, and how it will integrate overall with the existing development pattern particularly with the parcel to the north. After discussion, the Planning Commission motioned to amend the proposed zoning district to "R-2" which passed by a vote of 9-0.

Mr. Wyse added that during the Public Hearing, the resident immediately north of the subject site expressed concern about water issues and explained that even with a small rainfall, their subdivision street is filled with water running down from the subject site. Mr. Wyse explained the City's development process and stated that Staff will review the details of the development and stormwater mitigation efforts throughout the review process. Staff has also continued to correspond with the property owner and MSD and Staff is reviewing the existing conditions on the site as well.

DISCUSSION

In response to Chair Hurt's comments, Mr. Wyse stated that the site is intended for residential development. The property to the west was approved for commercial use through a Residential Business Use procedure. If the applicant was interested in doing something similar, an additional zoning process would be necessary requiring another public hearing and ordinance approval.

Planning Commission Report

Planning Commission Chair Merrell Hansen stated that the Planning Commission extensively discussed the lot size, lot shape, access to the site, and the amount of buffering between the lots. They also discussed the impact of the stormwater issues and how that may be alleviated with landscaping. After discussion with the Applicant and the resident, the Planning Commission and the Applicant agreed that an "R-2" designation was suitable.

Councilmember Mastorakos concurred with the Planning Commission's analysis but expressed concern about the rear vegetation that backs up to the White Gate Farm subdivision. Mr. Wyse stated that maintaining the existing vegetation in that area would help to comply with the City's tree preservation requirements. That issue would be reviewed later in the development process. In addition to the tree preservation requirements, the Applicant would have to comply with the

City's landscape requirements and buffering requirements. At a minimum, they would have to maintain 30% of the existing canopy on the site; however, this is dependent on where the utilities will be placed to serve the lots. Staff has had several conversations with the Applicant's engineer and he is aware of the concern. It was noted that some conceptual ideas on what can be done during site plan review have been explored, and that Staff will work out the final engineering details. Staff has kept in contact with the neighboring property owner and MSD, and it is hoped that a mutual agreement can be reached for everyone.

In response to Councilmember Moore's question, Ms. Hansen replied that the Applicant originally requested 3 lots, however, the Planning Commission was more comfortable with 2 lots for the site. By approving the "R-2" zoning district rather than the requested "R-3" district, the property will be permitted to construct no more than 2 single-family dwellings.

Chair Hurt commented that typically the City addresses water runoff with a detention pond in which the outflow is reduced 25%. The same amount of water will flow, but the rate at which it flows is slowed down, benefitting property owners downstream. By law, the City cannot change the amount of water flow; only the rate of flow can be changed to prevent any destructive effects downstream.

Chair Hurt made a motion to accept the Planning Commission's recommendation to change the zoning district of P.Z. 08-2020 Straub Lane Estates (14685 Clayton Road) from "R-3" to "R-2" and forward P.Z. 08-2020 to City Council with a recommendation to approve. The motion was seconded by Councilmember Mastorakos and passed by a voice vote of 4-0.

Note: One Bill, as recommended by the Planning Commission, will be needed for the January 4, 2021 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 08-2020 Straub Lane Estates (14685 Clayton Road).]

C. Wilson Avenue Update

STAFF PRESENTATION

Jim Eckrich, Director of Public Works/City Engineer, stated that at the October 8 Planning & Public Works Committee meeting, a detailed PowerPoint was presented delineating the current condition of Wilson Avenue, and after considerable discussion, the Committee directed Staff to prepare a grant application.

The first step in preparing the grant application was to obtain public input for the design details. This was accomplished via an online survey on the City's website, publicized by a direct email to the subdivision trustees, the website, and a readable message board along Wilson Avenue. Residents were asked questions pertaining to the desired character of the road, shoulder width and composition, bicycle and pedestrian accommodations and a potential connection to Baxter Crossing Lane. Five hundred forty (540) surveys were received with the following results.

- 75% of respondents preferred a rural section (asphalt road with no curb and gutter)
- 70% of respondents preferred a paved shoulder
- 79% of respondents preferred an off-road shared use path for bicycles and pedestrians
- 65% of respondents were opposed to a vehicular connection from Wilson Avenue to Baxter Lane Crossing, while 64% favored a bicycle/pedestrian connection

The survey also included a Comments section. There were 15 pages of comments from residents, many of whom opposed the project in its entirety. Of note, the residents who entered comments opposed this project nearly two to one. Most of the objections were related to a belief that the project would result in increased traffic volumes, increased speed, and a change in the road's rural characteristic and charm.

Mr. Eckrich pointed out that there were some negative comments regarding the lack of public input. He explained that Staff would have held a public meeting to specifically discuss the project, however, due to COVID, such a meeting was not possible which was the reason for the online survey. There will definitely be substantial public input both before and after the design process is completed, if the grant application is successful.

The survey intentionally did not ask whether residents support improvements to Wilson Avenue because such a question is extremely vague and difficult to answer. Obviously, there are residents who support improvements, and others who do not. Specific questions were only asked that could be used as part of the grant application.

Staff Recommendations

Staff recommends pursuing the TIP grant for improvements. However, if Council disagrees, Staff will stop the grant process. If the Council would like Staff to proceed with the grant application, then the following questions need to be answered:

1. Should the grant application include a connection (vehicular, bicycle, pedestrian) from Wilson Avenue to Baxter Crossing Lane?

Staff Recommendation: Include the bicycle, pedestrian and vehicular connection. Include a vehicular connection but specify that it will be funded by non-participating funds. This will give the City the flexibility to remove the vehicular connection at a later date without forfeiting the grant. The vehicular connection can then be addressed later as part of public input related to the project.

2. Should bicycle and pedestrian accommodations be included as part of the project?

Staff Recommendation: These accommodations should be included.

3. Should the City pursue a traffic signal and turn lanes at the intersection of Wild Horse Creek Road and Wilson Avenue?

Staff Recommendation: Enhancements to the intersection should be included. However, the application should include language to the effect that traffic signals and lane additions would ultimately need to be approved and accepted by St. Louis County as they maintain Wild Horse Creek Road.

4. Should the City include the hill south of the current project limits in the grant application?

Staff Recommendation: This should not be included due to the additional cost and the possibility of the grant not being approved.

DISCUSSION

Councilmember Ohley made a motion to direct Staff to continue to pursue a TIP Grant for Wilson Avenue road improvements. The motion was seconded by Councilmember Monachella.

In response to Councilmember Mastorakos' question, Mr. Eckrich responded that grant applications must be specific enough to obtain benefit points. However, if the application is overly specific, and it is decided later to exclude something, it can be difficult to remove items. As when considering the intersection at Wild Horse Creek Road if we state that we will be installing a traffic signal or specific turn lanes those will have to be constructed. Instead, we will likely word the grant in such a way that these enhancements will be considered and constructed based upon the engineering design and warrants determined during design.

The above motion was passed by a voice vote of 4-0.

After extensive discussion on the items to include in the grant application, as mentioned above, the following motions were made:

Councilmember Ohley made a motion to include, depending upon results of an engineering study, enhancements to the intersection of Wild Horse Creek Road and Wilson Avenue, which may include a traffic signal and/or turn lanes, in the Wilson Avenue Improvement TIP grant application. The motion was seconded by Councilmember Monachella and **passed by a voice vote of 4-0.**

Councilmember Ohley made a motion to include bicycle and pedestrian accommodations in the Wilson Avenue Improvement TIP grant application. The motion was seconded by Councilmember Monachella and **passed by a voice vote of 4-0.**

Councilmember Ohley made a motion to exclude reconstruction of the hill south of the current project limits in the Wilson Avenue Improvement TIP grant application. The motion was seconded by Chair Hurt and **passed by a voice vote of 4-0.**

Bicycle, Pedestrian and Vehicular Connection to Baxter Crossing Lane

Mr. Eckrich discussed the traffic study completed by George Butler (GBA) and highlighted the 2020 and 2040 model scenarios with and without the Baxter Crossing Lane connection. The model shows that traffic would be reduced if a connection is made between Wilson Avenue and Baxter Crossing Lane. This same result was obtained in 1990 when a similar traffic model was completed.

Councilmember Ohley stated that opening up this road will be beneficial to all residents and it will make Wilson Avenue safer while decreasing traffic for upper Wilson Avenue. She hopes that the traffic study will be made available to the residents who are in opposition to the connection. Those in opposition need to see the study and have their questions answered in order to help them understand how this will benefit them.

Councilmember Mastorakos stated that after asking for resident input, the City has the responsibility to listen to the residents. She is supportive of the bicycle and pedestrian connectivity, but as long as there is opposition from the residents regarding the vehicular connection, regardless of what the traffic study indicates, she feels it is important that Council members listen to the residents as City Council represents the residents.

Councilmember Ohley stated that her support of the connection is related to safety. In response to her question regarding the timing of the survey and the traffic study, Mr. Eckrich stated that the survey was published before the traffic study was complete. Councilmember Ohley then commented that the residents were not even aware that a study was being conducted. If they had seen the study and realized how the connection will benefit them, they may have been in

favor of the connection. She asked that Staff make sure that the results are published. If the residents are still in opposition after seeing the traffic study, then she may reconsider her position. She stated that there needs to be more interaction between the City and the residents to help them understand the impacts a connection may have on traffic and how that connection may benefit motorists and area residents.

Councilmember Monachella asked for clarification of the survey results. Mr. Eckrich stated that of the people who answered, 64% supported the bike and pedestrian connection, while 65% opposed the vehicular connection. Mr. Eckrich stated that these were two separate questions on the survey. In order to address this, and to obtain the necessary grant points, Mr. Eckrich recommended that the vehicular connection be included in the application with the stipulation that it will be funded with non-participating grant funds. Therefore, if the percentages do not change after public education, the connection can still be removed from the grant and it will not adversely affect the City's chance of receiving the grant. Staff will provide further information to the residents to help them understand that the connection will actually reduce traffic. If residents are still in opposition, there is always the option to eliminate the connection and not jeopardize the rest of the project.

Councilmember Mastorakos inquired as to why the connection needs to be included in the grant application. Mr. Eckrich explained that if it is included in the grant (with non-participating funds), the City will still gain benefit points that are needed to obtain the overall grant approval. If it is excluded, it will lessen the City's chances of getting the grant.

Councilmember Ohley made a motion to include a vehicular, bicycle, and pedestrian connection from Wilson Avenue to Baxter Crossing Lane in the Wilson Avenue Improvement TIP grant application. The motion was seconded by Councilmember Monachella.

Discussion after the Motion

Mayor Nation stated that while Council wants to listen to the residents, it also has a responsibility to review the data available and take the advice of its professional staff. At times, the residents may have a good idea, but if supporting data contradicts that idea, then the City has to exercise its judgement and rely on the City's expert's advice. Council has a greater responsibility to provide the residents with safe conditions within the City than to just complying with resident wishes.

Comments from Speakers

Tim Schoen, 1215 Walnut Hill Farm Drive; Jane Staniforth, 19 Wheatley Court; and Paul Blase, 1204 Walnut Hill Farm, all spoke in favor of pursuing the TIP grant citing safety concerns for pedestrians, bringing the road up to current standards, and providing emergency vehicle access. It was also noted that Wilson Avenue is not a private road just for resident use, it is a public road for all to use.

The above motion passed by a voice vote of 4-0.

IV. OTHER – None.

V. ADJOURNMENT

The meeting adjourned at 7:00 p.m.

BILL NO. 3322

ORDINANCE NO. _____

AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE 2463 AND TO ESTABLISH A NEW “PC” PLANNED COMMERCIAL DISTRICT FOR A 1.49 ACRE TRACT OF LAND LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF CHESTERFIELD PARKWAY EAST AND CONWAY ROAD (P.Z. 06-2020 15310 Conway Road {SMS Group, LLC} 18S310557).

WHEREAS, the petitioner, SMS Group LLC, has requested a new planned district ordinance to establish new development criteria for a 1.49 acre tract of land located at the southwest corner of the intersection of Chesterfield Parkway East and Conway Road; and,

WHEREAS, a Public Hearing was held before the Planning Commission on September 30, 2020; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the planned district; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the request; and,

WHEREAS, the City Council, having considered said request voted to approve the ordinance amendment request.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. City of Chesterfield Ordinance 2463 is hereby repealed and the City of Chesterfield Unified Development Code and Official Zoning District Map, which are part thereof, are hereby amended by establishing a “PC” Planned Commercial District designation for 1.49 acres located at 15310 Conway Road and as described as follows:

A tract of land being part of Fractional Section 10, Township 45 North, Range 4 East, situated in the City of Chesterfield, St. Louis County, Missouri and being further described as follows:

Beginning at the intersection of the Southern line of Conway Road as widened by instrument recorded in Deed Book 8572, page 2404 of

the St. Louis County Records with the Eastern line of property conveyed to Raymond L. and Dorothy M. Laux by instrument recorded in Deed Book 2307, page 70 of the St. Louis County Records; thence along said Southern line of Conway Road, being a curve to the left having a radius of 746.20 feet an arc distance of 77.73 feet (chord of North 86 degrees 51 minutes 20 seconds East, 77.69 feet) to a point of tangent; thence North 83 degrees 52 minutes 17 seconds East, 166.16 feet to a point; thence along a curve to the right having a radius of 35.00 feet and an arc distance of 54.80 feet (chord of South 51 degrees 16 minutes 40 seconds East, 49.37 feet) to a point; thence along a curve to the right having a radius of 698.94 feet and an arc distance of 263.80 feet (chord of South 04 degrees 23 minutes 09 seconds West, 262.24 feet) to a point on the North line of State Route 40TR (Interstate 64); thence along said North line, North 70 degrees 04 minutes 17 seconds West, 262.65 feet to a point on the East line of Laux, as aforementioned; thence along said East line, North 04 degrees 31 minutes 39 seconds West, 181.39 feet to the point of beginning. Said tract contains 64,853 square feet (1.489 acres) more or less.

Section 2. The preliminary approval, pursuant to the City of Chesterfield Unified Development Code is granted, subject to all of the ordinances, rules and regulations and the specific conditions as recommended by the Planning Commission in its recommendation to the City Council, which are set out in the Attachment 'A' and the preliminary plan indicated as Attachment 'B' which is attached hereto as and made part of.

Section 3. The City Council, pursuant to the petition filed by SMS Group, LLC, in P.Z. 06-2020, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 30th day of September 2020, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

Section 4. This ordinance and the requirements thereof are exempt from the warning and summons for violations as set out in Article 8 of the City of Chesterfield Unified Development Code.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2021

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 12/07/2020

ATTACHMENT A

All provisions of the City of Chesterfield City Code shall apply to this development except as specifically modified herein.

I. SPECIFIC CRITERIA

A. PERMITTED USES

1. The uses allowed in this Planned Commercial “PC” District shall be:
 - a. Art Gallery
 - b. Art Studio
 - c. College/University
 - d. Financial Institution (No Drive-Through)
 - e. Museum
 - f. Office - Dental
 - g. Office - General
 - h. Office – Medical
 - i. Recreational Facility
 - j. Veterinary Clinic
2. The above uses in this PC District shall be restricted as follows:
 - a. Recreational Facility uses shall be limited to gymnastics, dance, cheer and group fitness and athletic training.
 - b. Office—Medical uses shall have a 24-hour limit on patient boarding.
3. Hours of Operation.
 - a. Hours of operation for this Planned Commercial “PC” District shall not be restricted.

4. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

B. FLOOR AREA, HEIGHT, BUILDING AND PARKING STRUCTURE REQUIREMENTS

1. Floor Area

- a. Total building floor area shall not exceed 15,000 square feet.

2. Height

- a. The maximum height of the building, exclusive of roof screening, shall not exceed thirty (30) feet.

3. Building Requirements

- a. A minimum of forty percent (40%) open space is required for this development.
- b. This development shall have a maximum F.A.R. of .55.

C. SETBACKS

1. Structure Setbacks

No building or structure, other than: a freestanding project identification sign, trash enclosures, light standards, or flag poles will be located within the following setbacks:

- a. Twenty-five (25) feet from the right-of-way of Conway Road on the northern boundary of the Planned Commercial "PC" District.
- b. Sixty (60) feet from the right-of-way of Chesterfield Parkway East on the eastern boundary of the Planned Commercial "PC" District.
- c. Five (5) feet from the western boundary of the Planned Commercial "PC" District.
- d. Ten (10) feet from the southern boundary of the Planned Commercial "PC" District.

2. Parking Setbacks

No parking stall, loading space, internal driveway, or roadway, except points of ingress or egress, will be located within the following setbacks:

- a. Ten (10) feet from the right-of-way of Conway Road on the northern boundary of the Planned Commercial “PC” District.
- b. Twenty-Five (25) feet from the right-of-way of Chesterfield Parkway East on the eastern boundary of the Planned Commercial “PC” District.
- c. Five (5) feet from the western boundary of the Planned Commercial “PC” District.
- d. Five (5) feet from the southern boundary of the Planned Commercial “PC” District.

D. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.
2. Parking lots shall not be used as streets.
3. No construction related parking shall be permitted within right of way of Conway Road, Chesterfield Parkway or on any other existing roadways. All construction related parking shall be confined to the development.

E. LANDSCAPE AND TREE REQUIREMENTS

1. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.
2. Landscape buffers shall be required for this development as follow:
 - a. Ten (10) feet from the right-of-way of Conway Road on the northern boundary of the Planned Commercial “PC” District.
 - b. Twenty-Five (25) feet from the right-of-way of Chesterfield Parkway East on the eastern boundary of the Planned Commercial “PC” District.
 - c. Five (5) feet from the southern boundary of the Planned Commercial “PC” District.

F. SIGN REQUIREMENTS

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are

reviewed and approved by the City of Chesterfield Planning Commission.

2. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield for sight distance considerations prior to installation or construction.

G. LIGHT REQUIREMENTS

Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.

H. ARCHITECTURAL

1. The development shall adhere to the Architectural Review Standards of the City of Chesterfield Code.
2. Trash enclosures: All exterior trash areas will be enclosed with a minimum six (6) foot high sight-proof enclosure complemented by adequate landscaping. The location, material, and elevation of any trash enclosures will be as approved by the City of Chesterfield on the Site Development Plan.

I. ACCESS/ACCESS MANAGEMENT

1. Access to the development shall be as shown on the Preliminary Site Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield.
2. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield.
3. Provide a cross access easement(s) to 15320 Conway Road, as may be necessary to allow joint utilization of the shared entrance drive.
4. Access to this development from Chesterfield Parkway East shall not be permitted.
5. Northbound left turns from Chesterfield Parkway East to westbound Conway are currently prohibited and will not be permitted under existing geometric conditions and I-64 ramp location.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield. No gate installation will be permitted on public right-of-way.
2. If a gate is installed on a street in this development, the streets within the development, or that portion of the development that is gated, shall be private and remain private forever.
3. Provide a 5-foot-wide sidewalk, conforming to ADA standards, along Conway Road. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within right-of-way or on private property within a 6-foot-wide sidewalk access easement dedicated to the City of Chesterfield. Sidewalk construction and maintenance shall be the responsibility of the property owner.
4. Provide an ADA compliant pedestrian route from the sidewalk along Conway Road to the site.
5. Obtain approvals from the City of Chesterfield for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
6. A sidewalk conforming to Saint Louis County ADA standards shall be provided adjacent to Chesterfield Parkway East, as directed by the Saint Louis County Department of Transportation.
7. Road improvements shall be completed prior to the issuance of an occupancy permit. Delays due to utility relocation and adjustments do not constitute a cause to allow occupancy prior to completion of road improvements.
8. Prior to Special Use Permit issuance by the Saint Louis County Department of Transportation, a special cash escrow or a special escrow supported by an Irrevocable Letter of Credit, shall be established with the Saint Louis County Department of Transportation to guarantee completion of the required roadway improvements.

K. TRAFFIC STUDY

1. Provide a traffic study as directed by St. Louis County and the City of Chesterfield. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance,

traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield. The developer's additional road improvement obligation shall be as determined by the approved study.

2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or the Missouri Department of Transportation.

L. POWER OF REVIEW

The development shall adhere to the Power of Review Requirements of the City of Chesterfield Code.

M. STORM WATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or connected to an adequate piped system.
2. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential development or issuance of building permits exceeding sixty percent (60%) of approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on the Site Development Plan(s).
3. Storm sewers shall be as approved by the Metropolitan St. Louis Sewer District and the City of Chesterfield.
4. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or to the existing piped system adjacent to Conway Road.
5. Detention/retention and channel protection measures are to be provided in each watershed as required by the Metropolitan St. Louis Sewer District. The storm water management facilities shall be operational prior to paving of any driveways or parking areas. The

location and types of storm water management facilities shall be identified on all Site Development Plans.

6. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield and the Metropolitan St. Louis Sewer District.
7. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
8. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield and the Metropolitan Saint Louis Sewer District.
9. Formal MSD review, approval, and permits are required.
10. MSD considers this project to be part of a larger common plan of development with 15320 Conway, 19MSD-00205.
11. Post-construction BMPs will be required. Stormwater Management facilities and site design strategies shall be applied such that the extents of the projects disturbed areas are managed. The site is considered new development; volume reducing BMP's will be required.
12. Project is located in a release rate watershed. If the differential runoff exceeds 5 CFS, for the entire common plan of development, the release rates will be in effect for this project.
13. Flood protection volume may be required based on site and common plan of development differential.
14. Channel protection volume will be required for this project if additional flood protection volume is required.
15. The developer will be required to provide a 100-year overland flow path.
16. The petitioner shall provide adequate detention and/or hydraulic calculations for review and approval of all storm water that will affect Missouri Department of Transportation (MODOT) right-of-way.
17. Easements will be required over existing sewers.
18. New encroachments will not be allowed.

N. SANITARY SEWER

1. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.
2. Sanitary flow estimates must be provided. These shall include the estimated average daily and peak flow rates. These estimates are needed to determine the sanitary requirements for the site. Sanitary improvements may be required based on the flow rates provided.
3. This project will connect to the sewer extension proposed under 19MSD-00205. That project is not approved by MSD. The sanitary connection will not be allowed until 19MSD-00205 has construction approval or a letter is provided from the developer and drain layer for 19MSD-00205.
4. Public sanitary sewers must be extended to serve this development.
5. The developer is proposing a low-pressure sanitary system. When this project is completed, a common force main will be created. Modeling of the common force main system will be required including possible expansion to adjacent properties.

O. GEOTECHNICAL REPORT

Prior to Site Development Plan approval, the developer shall provide a geotechnical report, prepared by a registered professional engineer licensed to practice in the State of Missouri, as directed by the City of Chesterfield. The report shall verify the suitability of grading and proposed improvements with soil and geologic conditions and address the existence of any potential sinkhole, ponds, dams, septic fields, etc., and recommendations for treatment. A statement of compliance, signed and sealed by the geotechnical engineer preparing the report, shall be included on all Site Development Plans and Improvement Plans.

P. MISCELLANEOUS

1. All off-site easements necessary for installation of proposed improvements, utilities, and grading must be in place prior to acceptance of improvement plans and/or issuance of a grading permit.
2. Any work within Missouri Department of Transportation (MODOT) right-of-way will require a MODOT permit.
3. Utilities shall be installed underground.

4. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City Code shall be required where applicable.
5. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
6. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary.
7. Retaining walls along public right of way shall be private and remain private forever and shall be located such that it is not necessary to support any public improvements.
8. Prior to final release of subdivision construction deposits, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and United States Public Land Survey Corners have not been disturbed during construction activities or that they have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.
9. Public Art installations shall be required in the locations depicted on the Preliminary Site Plan attached hereto as "Attachment B".

II. GENERAL CRITERIA

A. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

The Site Development Plan shall include, but not be limited to, the following:

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Outboundary plat and legal description of property.

3. Density calculations.
4. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
5. Provide open space percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is a separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.
12. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
13. Floodplain boundaries.
14. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
15. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
16. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
17. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Code.

19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.
22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

III. TRUST FUND CONTRIBUTION

The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the Chesterfield Village Road Trust Fund (No. 554). This contribution shall not exceed an amount established by multiplying the required parking spaces by the following rate schedule:

A. ROADS

<u>Type of Development</u>	<u>Required Contribution</u>
General Office	\$777.11/parking space
General Retail	\$2,331.45/parking space
Loading Space	\$3,815.12/parking space

(Parking spaces as required by the City of Chesterfield Code.)

If types of development proposed differ from those listed, rates shall be provided by the Saint Louis County Department of Transportation.

If a portion of the improvements required herein are needed to provide for the safety of the traveling public, their completion as a part of this development is mandatory.

Allowable credits for required roadway improvements will be awarded as directed by the Saint Louis County Department of Transportation and the City of Chesterfield. Sidewalk construction and utility relocation, among other items, are not considered allowable credits.

Traffic Generation Assessment contributions shall be deposited with Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. If development phasing is anticipated, the developer shall provide the Traffic Generation Assessment contribution prior to the issuance of building permits for each phase of development. Funds shall be payable to Treasurer, Saint Louis County.

If this development is located within a trust fund area established by Saint Louis County, any portion of the traffic generation assessment contribution which remains following completion of road improvements required by the development shall be retained in the appropriate trust fund.

The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.

The amount of all required contributions, if not submitted by January 1, 2021, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

Trust Fund contributions shall be deposited with St. Louis County in the form of a cash escrow prior to the issuance of building permits.

IV. RECORDING

Within sixty (60) days of approval of any development plan by the City of Chesterfield, the approved Plan will be recorded with the St. Louis County Recorder of Deeds. Failure to do so will result in the expiration of approval of said plan and require re-approval of a plan by the Planning Commission.

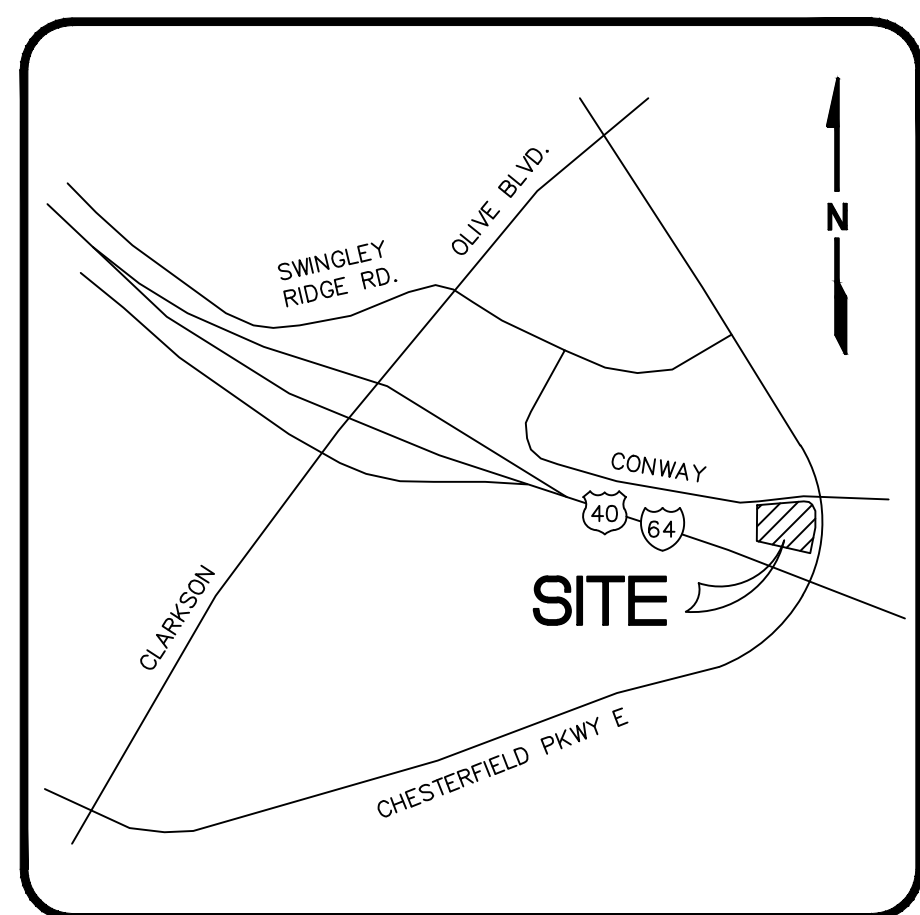
V. ENFORCEMENT

- A.** The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.

- B.** Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation of approvals/permits by reviewing Departments and Commissions.
- C.** Non-compliance with the specific requirements and conditions set forth in this Ordinance and its attached conditions or other Ordinances of the City of Chesterfield shall constitute an ordinance violation, subject, but not limited to, the penalty provisions as set forth in the City of Chesterfield Code.
- D.** Waiver of Notice of Violation per the City of Chesterfield Code.
- E.** This document shall be read as a whole and any inconsistency to be integrated to carry out the overall intent of this Attachment A.

15310 CONWAY ROAD

N\F
CHESTERFIELD VILLAGE LODGING LLC
18S331381
1065 E. CHESTERFIELD PKWY.
ZONED: C8



LOCATION MAP
N.T.S.

PER ORDINANCE NO. 2463

CONWAY ROAD:	86' (REQUEST CHANGE TO 25')
WESTERN PROP. LINE:	60' (REQUEST CHANGE TO 5')
INTERSTATE 64:	50' (REQUEST CHANGE TO 10')
CHESTERFIELD PKWY E.:	85'± (VARIES, NOT PARALLEL TO R.O.W. REQUEST CHANGE TO 60')

PER ORDINANCE NO. 2463

CONWAY ROAD: 18' (REQUEST CHANGE TO 10')

WESTERN PROP. LINE: 10' (REQUEST CHANGE TO 5')

INTERSTATE 64: 18' (REQUEST CHANGE TO 5')

CHESTERFIELD PKWY E.: 13' (PROPOSE CHANGE TO 25')

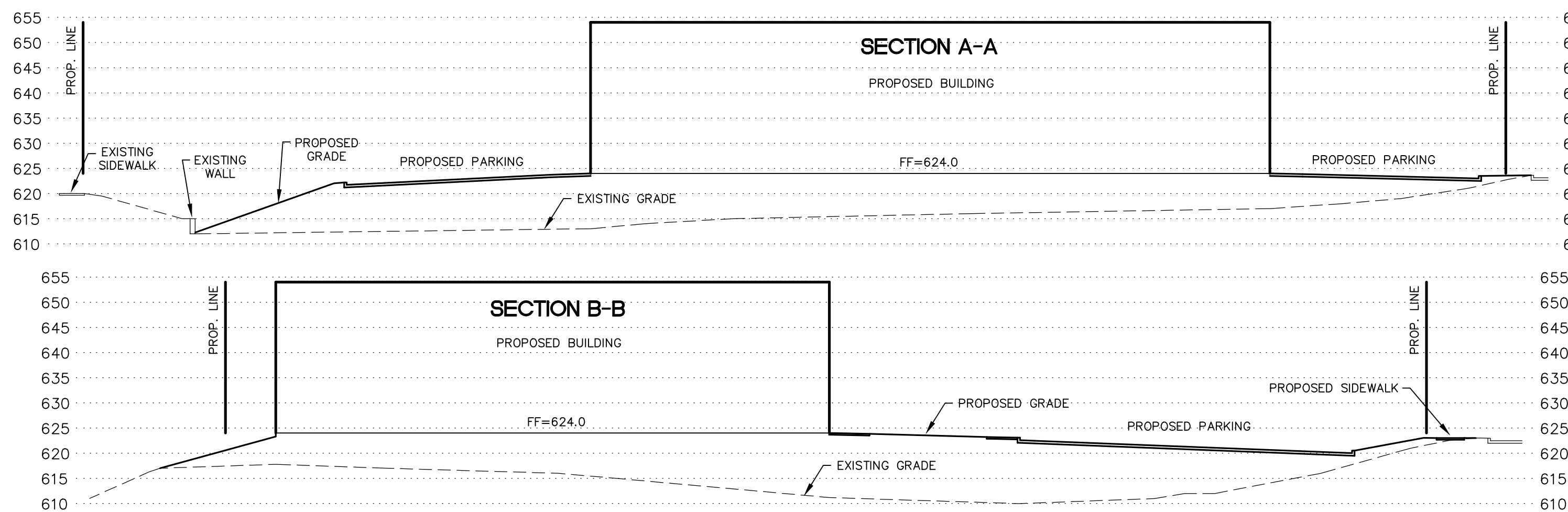
MAXIMUM ALLOWABLE = 0.55

PROPOSED: 14.850 S.F. BUILDING / 64.582 S.F. = 0.23

BUILDING AREA = 14,850 S.F.
PARKING AND DRIVE PAVEMENT = 22,000 S.F.
REMAINING OPEN SPACE = 27,732 S.F.

27,732 / 64,582 S.F. TOTAL = 43.0% OPEN SPACE (35% REQUIRED)

10' ALONG CONWAY ROAD
25' ALONG CHESTERFIELD PARKWAY EAST
5' ALONG INTERSTATE 64



SITE CROSS SECTIONS

SCALE: 1" = 20' (HORIZ. & VERT.)

THIS PLAN WAS PREPARED USING RECORD/AVAILABLE SURVEYS, PROPERTY DESCRIPTIONS, TOPOGRAPHIC INFORMATION, UTILITY MAPS/MARKINGS, AERIAL PHOTOS, ETC. AS SUCH, THE DESIGN OF IMPROVEMENTS SHOWN HEREON IS TO BE CONSIDERED STRICTLY PRELIMINARY AND SUBJECT TO REVISION AS A RESULT OF ACTUAL BOUNDARY SURVEYS, FINAL ENGINEERING DESIGN AND AGENCY(S) REVIEW/APPROVAL.

I HEREBY CERTIFY THAT I HAVE PREPARED OR DIRECTED THE PREPARATION OF THIS PLAN
BASED ON THIS INFORMATION. IT IS TO BE CONSIDERED STRICTLY PRELIMINARY, AND IS NOT
TO BE USED FOR CONSTRUCTION.

MICHAEL CLAY VANCE, P.E., E-25616
VANCE ENGINEERING, INC.

SMS Group LLC
1717 Wilson Avenue
Chesterfield, MO 63005

Vance Engineering, Inc.
10537 Lackland Road
St. Louis, MO 63114

15310 CONWAY ROAD

PRELIMINARY PLAN

PRELIMINARY

MICHAEL CLAY VANCE, P.E.
E. 25616

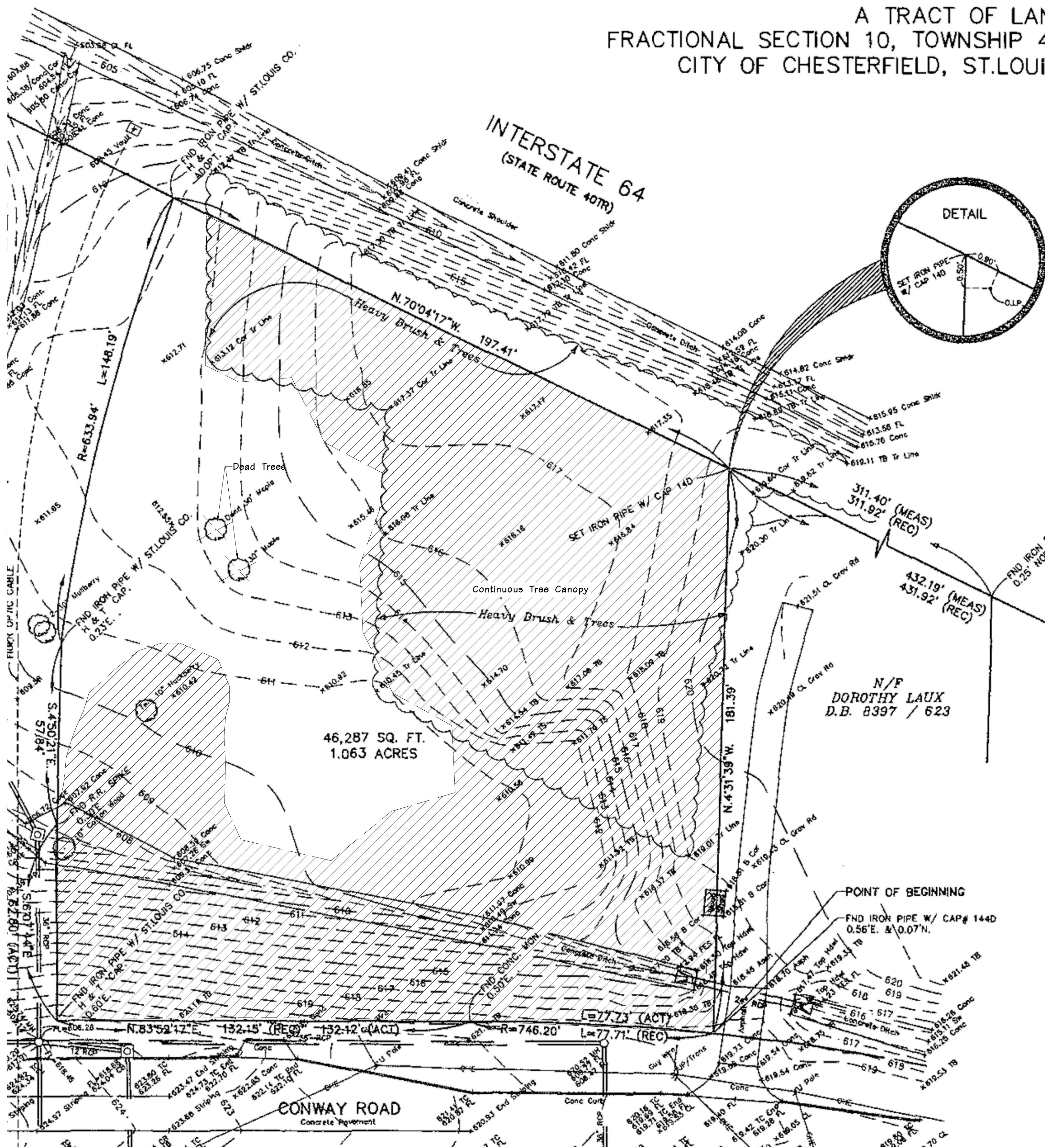
REVISÉ

09/21/20	SETBACKS
10/07/20	SETBACKS, CITY

20103

08/12/20

1 / 1
COPYRIGHT 2020



Tree Stand Delineation Prepared
under direction of Dennis Greene of
Happy Tree Service
Certified Arborist IL-0414-A

Dennis Greene
Base Map Provided by: Vance Engineering, Inc.

Prepared For:
SMS Group LLC
1717 Wilson Avenue
Chesterfield, MO. 63005

Douglas A. DeLong, Landscape Architect LA-81

Consultants:

15310 Conway Road
Chesterfield, MO.

SMS Group, LLC

Revisions:

Date	Description	No.
10/22/20	City Comments	1

Drawn: BAD
Checked: DAD

DeLong
Landscape Architecture, LLC

7620 West Bruno Ave
St. Louis, MO. 63117
(314) 346-4856
delong.la@gmail.com

Missouri State Certificate of Authority: #201200045

Sheet Title: Tree Stand Delineation

Sheet No:

TSD

Date: 8/10/2020
Job #: 205.001

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: January 4th, 2021

RE: REPLACEMENT CONSTRUCTION & MAINTENANCE ESCROWS FOR FIENUP FARMS SUBDIVISION

Summary

On March 4, 2019, the City of Chesterfield City Council approved Ordinances 3041, 3042, 3043, 3044, 3045, and 3046 for Phase I (Plats 1-6) of the Fienup Farms subdivision with the associated escrow agreements. On May 20, 2019, the City of Chesterfield City Council approved Ordinance 3053 for Plat 7 of the Fienup Farms subdivision. On December 2, 2019, the City of Chesterfield City Council approved Ordinances 3072, 3073, 3074, & 3075 for the remaining Phase II plats (Plats 8-11) of the Fienup Farms Subdivision. Figure 1 on the following page is an image that outlines all plats included in both phases of the Fienup Farms development.

Construction has been ongoing and the development team is now requesting to replace the original construction and maintenance escrows and agreements. The original escrows and agreements were provided and approved for the project; however, the developer and the respective homebuilders are seeking to replace the current guarantees with new agreements and letters of credit. All agreements and letters of credit will be replaced, with the exception of Plat 3 which will remain with the developer (Wild Horse Residential, LLC). While this is a typical request for large residential subdivisions where construction occurs over several years, § 405.02.120(A)(2) of the City's Unified Development Code (UDC) states:

"The land subdivision bond or escrow agreement or other required surety shall be prepared and executed on forms furnished by the Department and shall be submitted to the City Council for approval or disapproval."

At the December 10, 2020 Planning and Public Works Committee meeting, a motion to forward the Replacement Escrow Agreements for the Fienup Farms subdivision to City Council with a recommendation of approval was passed by a vote of 4-0.

Attached to the legislation, please find a copy of the Escrow Agreements and Letters of Credit.

Attachments: Subdivision Improvement Construction Deposit Agreements
Subdivision Improvement Construction Letters of Credit
Subdivision Improvement Maintenance Deposit Agreements
Subdivision Improvement Maintenance Letters of Credit

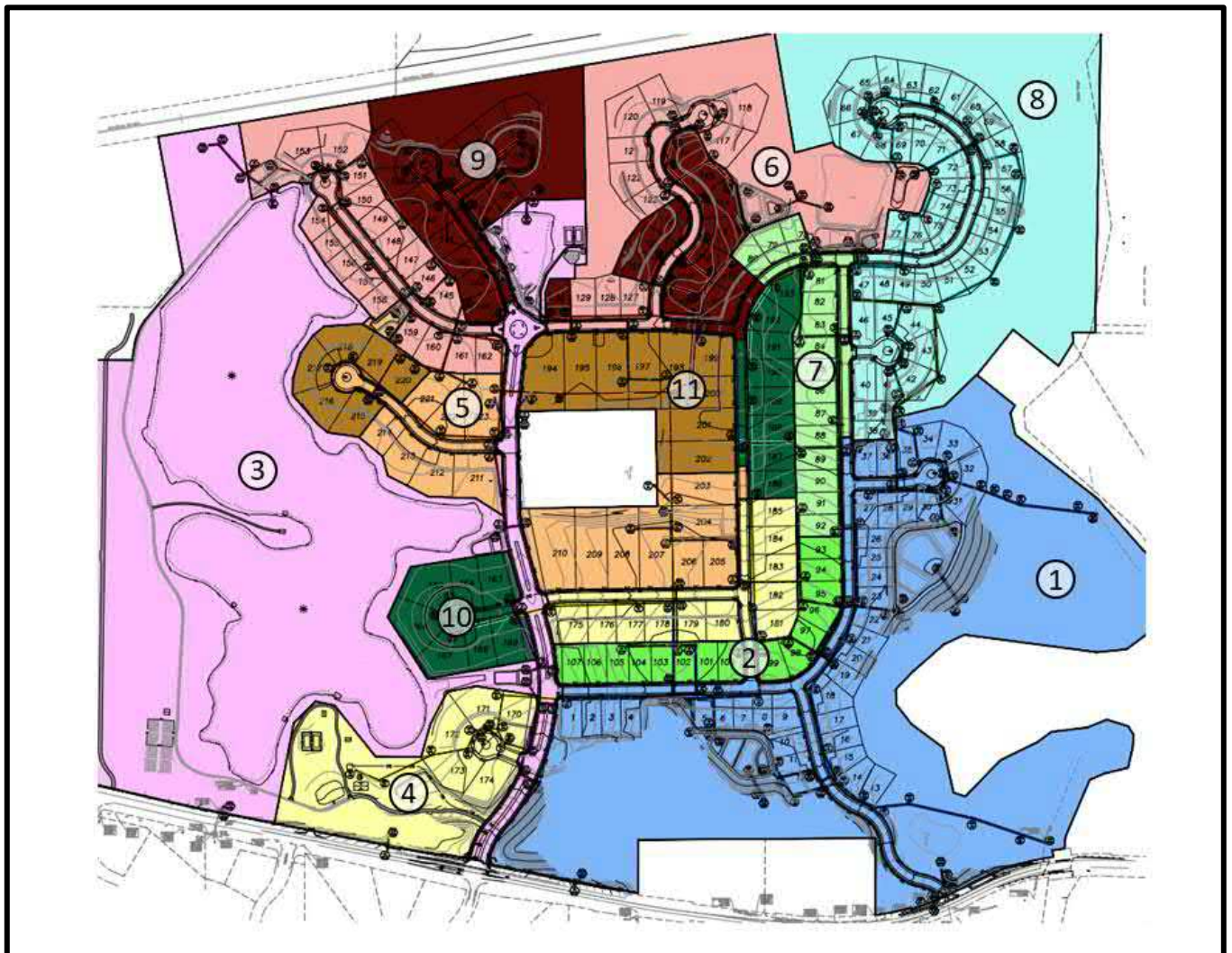


Figure 1: Plats

BILL NO. 3326

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCES 3040, 3041, 3043, 3044, 3045, 3053, 3072, 3073, 3074, AND 3075 TO AUTHORIZE REPLACEMENT CONSTRUCTION AND MAINTENANCE ESCROWS FOR FIENUP FARMS SUBDIVISION, PLATS 1, 2, 4, 5, 6, 7, 8, 9, 10, AND 11.

WHEREAS, the developer of Fienup Farms Subdivision, Wildhorse Development, LLC has sold a number of lots; and

WHEREAS, McBride Fienup Farms, LLC has agreed to assume the remaining responsibilities with the construction and maintenance for Plats 1 and 8 of the Fienup Farms Subdivision thus relieving the original developer Wild Horse Residential, LLC, from its responsibility as established by its prior escrows; and

WHEREAS, Consort Homes, LLC has agreed to assume the remaining responsibilities with the construction and maintenance for Plats 2 and 7 of the Fienup Farms Subdivision thus relieving the original developer Wild Horse Residential, LLC, from its responsibility as established by its prior escrows; and

WHEREAS, Prestige Homes, LLC has agreed to assume the remaining responsibilities with the construction and maintenance for Plats 4 and 10 of the Fienup Farms Subdivision thus relieving the original developer Wild Horse Residential, LLC, from its responsibility as established by its prior escrows; and

WHEREAS, Fischer & Frichtel Custom Homes, LLC has agreed to assume the remaining responsibilities with the construction and maintenance for Plats 6 and 9 of the Fienup Farms Subdivision thus relieving the original developer Wild Horse Residential, LLC, from its responsibility as established by its prior escrows; and

WHEREAS, Claymont Development, LLC has agreed to assume the remaining responsibilities with the construction and maintenance for Plats 5 and 11 of the Fienup Farms Subdivision thus relieving the original developer Wild Horse Residential, LLC, from its responsibility as established by its prior escrows.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Department of Planning and the Department of Public Works, having reviewed the request by McBride Fienup Farms, LLC for the replacement of construction and maintenance escrows for Plat 1 Fienup Farms

Subdivision in accordance with the established procedures as set out by the Unified Development Code of the City of Chesterfield, which dictate that the developer must establish escrow agreements, which are hereby amended to require that the construction escrow be Two-Hundred Eighty-Nine Thousand, Six Hundred Ninety-Seven Dollars and Eleven Cents (\$289,697.11) as shown as Exhibit A and maintenance escrow be One-Hundred Eighteen Thousand, Three Hundred Sixty Dollars and Six Cents (\$118,360.06) as shown as Exhibit B.

Section 2. The Department of Planning and the Department of Public Works, having reviewed the request by McBride Fienup Farms, LLC for the replacement of construction and maintenance escrows for Plat 8 Fienup Farms Subdivision in accordance with the established procedures as set out by the Unified Development Code of the City of Chesterfield, which dictate that the developer must establish escrow agreements, which are hereby amended to require that the construction escrow be One-Hundred Sixteen Thousand, Five Hundred Sixty-Three Dollars and Fifty-Four Cents (\$116,563.54) as shown as Exhibit C and maintenance escrow be Forty-Nine Thousand, Eight-Hundred Seventy-Five Dollars and Seventy Cents (\$49,875.70) as shown as Exhibit D.

Section 3. The Department of Planning and the Department of Public Works, having reviewed the request by Consort Homes, LLC for the replacement of construction and maintenance escrows for Plat 2 Fienup Farms Subdivision in accordance with the established procedures as set out by the Unified Development Code of the City of Chesterfield, which dictate that the developer must establish escrow agreements, which are hereby amended to require that the construction escrow be Forty-Eight Thousand, Three Hundred Fifty-Six Dollars and Sixty-Seven Cents (\$48,356.67) as shown as Exhibit E and maintenance escrow be Fifteen Thousand, Eight Hundred Five Dollars and Forty-Eight Cents (\$15,805.48) as shown as Exhibit F.

Section 4. The Department of Planning and the Department of Public Works, having reviewed the request by Consort Homes, LLC for the replacement of construction and maintenance escrows for Plat 7 of Fienup Farms Subdivision in accordance with the established procedures as set out by the Unified Development Code of the City of Chesterfield, which dictate that the developer must establish escrow agreements, which are hereby amended to require that the construction escrow be Fifty Thousand, Nine Hundred Ninety-Two Dollars and Ninety-Three Cents (\$50,992.93) as shown as Exhibit G and maintenance escrow be Thirty Thousand, Eight Hundred Forty-Two Dollars and Eighty-Six Cents (\$30,842.86) as shown as Exhibit H.

Section 5. The Department of Planning and the Department of Public Works, having reviewed the request by Prestige Homes, LLC for the replacement of construction and maintenance escrows for Plat 4 of Fienup Farms Subdivision in accordance with the established procedures as set out by

the Unified Development Code of the City of Chesterfield, which dictate that the developer must establish escrow agreements, which are hereby amended to require that the construction escrow be Eighty-Four Thousand, Eight Hundred Fifty-Seven Dollars and Forty-Seven Cents (\$84,857.47) as shown as Exhibit I and maintenance escrow be Sixty-Two Thousand, Two Hundred Twenty-Nine Dollars and Forty-Five Cents (\$62,229.45) as shown as Exhibit J.

Section 6. The Department of Planning and the Department of Public Works, having reviewed the request by Prestige Homes, LLC for the replacement of construction and maintenance escrows for Plat 10 of Fienup Farms Subdivision in accordance with the established procedures as set out by the Unified Development Code of the City of Chesterfield, which dictate that the developer must establish escrow agreements, which are hereby amended to require that the construction escrow be Fifty-Seven Thousand, Nine Hundred Seven Dollars and Nine Cents (\$57,907.09) as shown as Exhibit K and maintenance escrow be Twenty-Two Thousand, Seven Hundred Twenty Dollars and Seventy-Five Cents (\$22,720.75) as shown as Exhibit L.

Section 7. The Department of Planning and the Department of Public Works, having reviewed the request by Fischer & Frichtel Custom Homes, LLC for the replacement of construction and maintenance escrows for Plat 6 of Fienup Farms Subdivision in accordance with the established procedures as set out by the Unified Development Code of the City of Chesterfield, which dictate that the developer must establish escrow agreements, which are hereby amended to require that the construction escrow be Two-Hundred Seventeen Thousand, One Hundred Ninety-Four Dollars and Forty-Three Cents (\$217,194.43) as shown as Exhibit M and maintenance escrow be Ninety-Four Thousand, Nine Hundred Sixty-Nine Dollars and Sixty-Six Cents (\$94,969.66) as shown as Exhibit N.

Section 8. The Department of Planning and the Department of Public Works, having reviewed the request by Fischer & Frichtel Custom Homes, LLC for the replacement of construction and maintenance escrows for Plat 9 of Fienup Farms Subdivision in accordance with the established procedures as set out by the Unified Development Code of the City of Chesterfield, which dictate that the developer must establish escrow agreements, which are hereby amended to require that the construction escrow be One-Hundred Eleven Thousand, Seven Hundred Three Dollars and Eighty-Eight Cents (\$111,703.88) as shown as Exhibit O and maintenance escrow be Forty-Six Thousand, Seven Hundred Seventy-Eight Dollars and One Cent (\$46,778.01) as shown as Exhibit P.

Section 9. The Department of Planning and the Department of Public Works, having reviewed the request by Claymont Development, LLC for the replacement of construction and maintenance escrows for Plat 5 of Fienup Farms Subdivision in accordance with the established procedures as set out by

the Unified Development Code of the City of Chesterfield, which dictate that the developer must establish escrow agreements, which are hereby amended to require that the construction escrow be One-Hundred Sixteen Thousand, Six Hundred Fifty-Three Dollars and Sixty-Six Cents (\$116,653.66) as shown as Exhibit Q and maintenance escrow be Thirty-Nine Thousand, Four Hundred Eighty Dollars and Twenty-Seven Cents (\$39,480.27) as shown as Exhibit R.

Section 10. The Department of Planning and the Department of Public Works, having reviewed the request by Claymont Development, LLC for the replacement of construction and maintenance escrows for Plat 11 of Fienup Farms Subdivision in accordance with the established procedures as set out by the Unified Development Code of the City of Chesterfield, which dictate that the developer must establish escrow agreements, which are hereby amended to require that the construction escrow be Twenty-Eight Thousand, Seven Hundred Ninety-Eight Dollars and Sixty Cents (\$28,798.60) as shown as Exhibit S and maintenance escrow be Six Thousand, Eight Hundred Seventy-Six Dollars and Fifty-Four Cents (\$6,876.54) as shown as Exhibit T.

Section 11. Said Replacement Escrows are hereby approved by the City of Chesterfield subject to be disbursed on the direction and the order of the Director of Planning for the City of Chesterfield.

Section 12. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2021.

PRESIDING OFFICER
ATTEST:

Bob Nation, MAYOR

Vickie McGownd, CITY CLERK

FIRST READING HELD 01/04/2021

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
McBride Fienup Farms, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, herein called ESCROW
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 1)
_____ in accordance with
Ordinance No. ²⁹⁷¹_____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
Two hundred eighty-nine thousand six hundred ninety-seven _____ DOLLARS
(\$^{289,697.11}_____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of
said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory
construction and maintenance deposit agreements guaranteeing the construction and maintenance

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Department of Planning addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 16th day of September, 2020.

ATTEST: (SEAL)

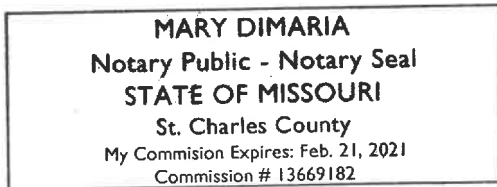
DEVELOPER: McBride Fienup Farms, LLC

BY: McBride & Son Acquisitions, LLC its Managing Member

Mary Di Maria

Type Name:

Title:



BY: [Signature]

Type Name: JEFFREY M. TOBT

Title: MANAGER

Firm Address:

16091 Swingley Ridge Road, Ste 300

Chesterfield, MO 63017

ATTEST: (SEAL)

ESCROW HOLDER: Commerce Bank

S. Farn Hughes

Type Name: S. Farn Hughes

Title: SVP

BY: [Signature]

Type Name: J. Fischer-Turgeon

Title: AUP

Firm Address:

8000 Forsyth Blvd

Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY: _____

Director of Planning

ATTEST: (SEAL)

APPROVED: _____

City Clerk

Mayor

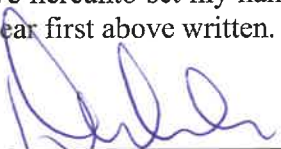
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

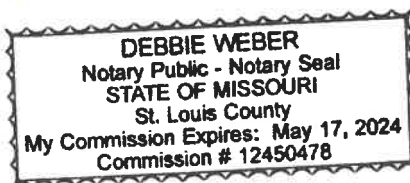
On this 24 day of September, 2020, before me appeared
J. Fisher Trigon to me personally known, who, being by me duly sworn, did say
that he/she is the Asp (title) of
Commerce Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the
laws of the United States of America, and that the seal affixed to the foregoing instrument is the
Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said
bank by authority of its Board of Directors, and said Asp (title)
acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires: 05.17.24



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 16TH day of SEPTEMBER, 2020, before me appeared
JEFFREY TODT (name) to me personally known, who, being by
me duly sworn, did say that he/she is the MANAGER (title or
Executing Official) of McBride Fienup Farms, LLC, a
Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the
foregoing agreement pursuant to the authority given him/her by the Limited Liability
Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid
L.L.C. by authority of its authorized person, (President or title of
chief officer), JEFFREY TODT (name) as
authorized person (title of Executing Official) of said L.L.C. acknowledges
said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal,
this 16th day of September, 2020.

Mary Di Maria
Notary Public

My Commission Expires: 02-21-2021

MARY DIMARIA
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Feb. 21, 2021
Commission # 13669182

EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: FIENUP FARMS
 PLAT: 1
 SUBDIVISION CODE: 330
 NO. LOTS: 37
 DATE OF PLAT APPROVAL: 3/4/2019

DEVELOPER: Wild Horse Residential LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS	10/14/19 04/13/20	50 45	\$421,537.82	\$210,768.91 \$189,692.02	95	\$21,076.89	5
SIDEWALKS	10/14/19	50	\$53,490.91	\$26,745.46 \$0.00	50	\$26,745.45	50
STREET SIGNS	04/13/20	95	\$990.00	\$940.50 \$0.00	95	\$49.50	5
STREET TREES			\$9,982.50	\$0.00 \$0.00	0	\$9,982.50	100
SANITARY SEWER AND PUMP STATIONS	05/29/19	95	\$101,558.16	\$96,480.25 \$0.00	95	\$5,077.91	5
STORM SEWER	05/29/19 10/14/19	50 45	\$189,413.73	\$94,706.87 \$85,236.18	95	\$9,470.68	5
GRADING	10/14/19	50	\$158,691.50	\$79,345.75 \$0.00	50	\$79,345.75	50
DETENTION AND WATER QUALITY			\$86,359.68	\$0.00 \$0.00	0	\$86,359.68	100
EROSION CONTROL	10/14/19	50	\$30,050.35	\$15,025.18 \$0.00	50	\$15,025.17	50
SILTATION CONTROL	10/14/19	50	\$30,050.35	\$15,025.18 \$0.00	50	\$15,025.17	50
COMMON GROUND SEED AND ISLAND SODDING	10/14/19	50	\$18,648.92	\$9,324.46 \$0.00	50	\$9,324.46	50
MONUMENTATION			\$8,497.50	\$0.00 \$0.00	0	\$8,497.50	100
RETAINING WALLS	10/14/19 04/13/20	50 45	\$58,945.70	\$29,472.85 \$26,525.57	95	\$2,947.28	5
STREET LIGHTS	04/13/20	95	\$10,164.00	\$9,655.80 \$0.00	95	\$508.20	5
WATER MAINS	05/29/19	100	\$408,089.00	\$408,089.00 \$0.00	100	\$0.00	0
FENCE	10/14/19	95	\$5,219.50	\$4,958.53 \$0.00	95	\$260.97	5
TOTALS			\$1,591,689.62	\$1,301,992.51	82	\$289,697.11	18

RECEIVED

NOV 6 - 2020

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

City of Chesterfield Department of Planning

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
McBride Fienup Farms, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, herein called CREDIT
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 1)
_____ in accordance with
Ordinance No. ²⁹⁷¹_____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of One hundred eighteen thousand three hundred sixty
_____ DOLLARS
(\$^{118,360.06}_____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in Fienup Farms (Plat 1) _____ Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Department of Planning.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Planning. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected and accepted by the

appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director of Planning may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total maintenance amount

retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Department of Planning addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Director of Planning shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director of Planning. This release shall in no way be construed to indemnify or release any person from any civil liability that may exist for defects or damages

caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

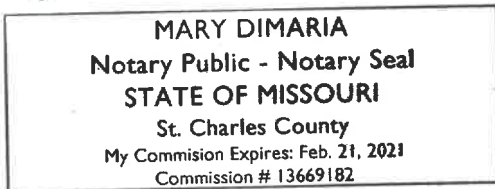
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 16th day of September, 2020 A.D.

ATTEST: (SEAL)

DEVELOPER: McBride Fienup Farms, LLC

Mary Di Maria
Type Name:
Title:

BY: Jeffrey M. Todd *its Managing Member*
Type Name: JEFFREY M. TODD
Title: MANAGER



Firm Address:
16091 Swingley Ridge Road, Ste 300
Chesterfield, MO 63017

ATTEST: (SEAL)

CREDIT HOLDER: Commerce Bank

S. Ferris Hughes
Name: S. Ferris Hughes
Title: SVP

BY: J. Fischer-Turgeon
Name: J. Fischer-Turgeon
Title: AVP

Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

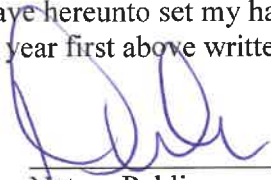
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

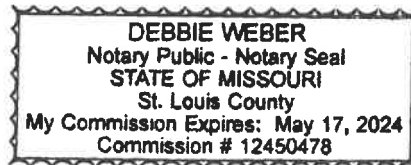
On this 24 day of September, 2020, before me appeared
J. Fischer-Twager, to me personally known, who, being by me duly
sworn, did say that he/she is the Asst (title) of
Commerce Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the laws of the
United States of America, and that the seal affixed to the foregoing instrument is the Corporate
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and said Asst (title)
acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires: 05.17.24

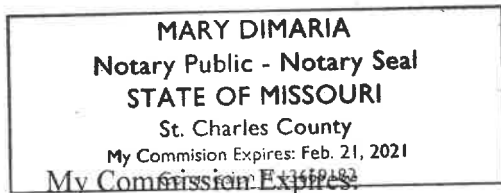


LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 11th day of SEPTEMBER, 2020, before me appeared
JEFFREY TOOT (name) to me personally known, who, being by
me duly sworn, did say that he/she is the MANAGER (title or Executing
Official) of McBride Fienup Farms, LLC, a Missouri Limited Liability
Corporation, and that he/she in fact has the authority to execute the foregoing agreement
pursuant to the authority given him/her by the Limited Liability Corporation, and that said
agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of
its authorized person, (President or title of chief officer),
JEFFREY TOOT (name) as authorized person (title of
Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and
deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial
seal, this 16th day of September, 2020.



Mary Di Maria
Notary Public

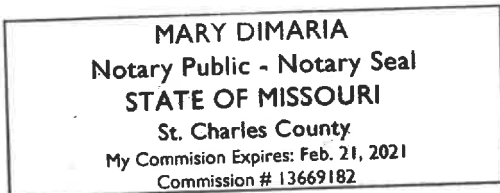


EXHIBIT B

Attach: Subdivision Deposit Spreadsheet

MAINTENANCE DEPOSIT**SUBDIVISION: FIENUP FARMS****PLAT: 1****SUB CODE: 330****DEVELOPER: Wild Horse Residential LLC****NOTE: Deposit is adjusted to account for 10% of entire sewer costs, and 0% of LOMR/Elev. Cert's, if any)**

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$42,153.78			\$42,153.78
SIDEWALKS	\$5,349.09			\$5,349.09
STREET SIGNS	\$99.00			\$99.00
STREET TREES	\$998.25			\$998.25
SAN. SEWER	\$10,155.82			\$10,155.82
STORM SEWER	\$18,941.37			\$18,941.37
GRADING	\$15,869.15			\$15,869.15
DETENTION AND WQ	\$8,635.97			\$8,635.97
EROSION CONTROL	\$3,005.04			\$3,005.04
SILTATION CONTROL	\$3,005.04			\$3,005.04
COMMON GR. SEED	\$1,864.89			\$1,864.89
MONUMENTATION	\$849.75			\$849.75
RETAINING WALL	\$5,894.57			\$5,894.57
STREET LIGHTS	\$1,016.40			\$1,016.40
WATER MAINS	\$40,808.90	5/29/2019	\$40,808.90	\$0.00
FENCE	\$521.95			\$521.95
TOTALS	\$159,168.96		\$40,808.90	\$118,360.06

RECEIVED

NOV 6 - 2020

City of Chesterfield-Department of Planning

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
McBride Fienup Farms, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, herein called ESCROW
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 8)
_____ in accordance with
Ordinance No. 2971, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
One hundred sixteen thousand five hundred sixty-three
_____ DOLLARS

(\$ 116,563.54), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of
said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory
construction and maintenance deposit agreements guaranteeing the construction and maintenance

of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of One hundred sixteen thousand five hundred sixty-three, DOLLARS (\$ 116,563.54) lawful money of the United States of America by: (check one)

☐ Depositing cash with the City.

☒ Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.

☐ Submitting a _____ (type of readily negotiable instrument acceptable to the CITY) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in Fienup Farms (Plat 8) Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the ^{DEPARTMENT OF} Planning ~~and Development Services Division~~. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Department of Planning addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 16th day of September, 2020.

ATTEST: (SEAL)

DEVELOPER: McBride Fienup Farms, LLC

BY: McBride & Son Acquisitions, LLC its Managing Member

Mary DiMaria

Type Name:
Title:

MARY DIMARIA
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Feb. 21, 2021
Commission # 13669182

BY:

Jeffrey M. Todd
Type Name: JEFFREY M. TODD
Title: MANAGER

Firm Address:

16091 Swingley Ridge Road, Ste 300
Chesterfield, MO 63017

ATTEST: (SEAL)

ESCROW HOLDER: Commerce Bank

S. Farris Hughes
Type Name: S. Farris Hughes
Title: SVP

BY:

J. Fischer Turgeon
Type Name: J. Fischer Turgeon
Title: AVP

Firm Address:

8000 Forsyth Blvd
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY

Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

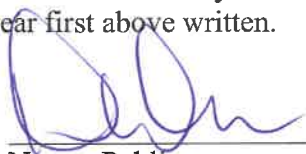
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 24 day of September, 2020, before me appeared
J. Fischer-Torgersen to me personally known, who, being by me duly sworn, did say
that he/she is the AWP (title) of
Commerce Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the
laws of the United States of America, and that the seal affixed to the foregoing instrument is the
Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said
bank by authority of its Board of Directors, and said AWP (title)
acknowledged said instrument to be the free act and deed of said bank.

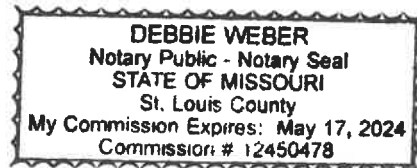
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires:

05-17-24



[illegible]

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal,
this 16th day of September, 20 20.

Mary Di Maria
Notary Public

MARY DIMARIA
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
 My Commission Expires: Feb. 21, 2021
 Commission # 13669182

EXHIBIT C

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Fienup Farms
 PLAT: 8
 SUBDIVISION CODE: 330
 NO. LOTS: 40
 DATE OF PLAT APPROVAL: 12/2/2019

DEVELOPER: Wild Horse Residential LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS	01/21/20	95	\$195,494.59	\$185,719.86 \$0.00	95	\$9,774.73	5
SIDEWALKS			\$4,407.04	\$0.00 \$0.00	0	\$4,407.04	100
SANITARY SEWER AND PUMP STATIONS	01/21/20 04/13/20	50 45	\$41,342.40	\$20,671.20 \$18,604.08	95	\$2,067.12	5
STORM SEWER	01/21/20 04/13/20	50 45	\$76,666.59	\$38,333.30 \$34,499.97	95	\$3,833.32	5
GRADING	01/21/20	50	\$133,271.60	\$66,635.80 \$0.00	50	\$66,635.80	50
EROSION CONTROL	01/21/20	50	\$17,732.00	\$8,866.00 \$0.00	50	\$8,866.00	50
SILTATION CONTROL	01/21/20	50	\$9,680.00	\$4,840.00 \$0.00	50	\$4,840.00	50
COMMON GROUND SEED AND ISLAND SODDING			\$10,504.78	\$0.00 \$0.00	0	\$10,504.78	100
MONUMENTATION			\$5,423.00	\$0.00 \$0.00	0	\$5,423.00	100
STREET LIGHTS	04/13/20	95	\$4,235.00	\$4,023.25 \$0.00	95	\$211.75	5
WATER MAINS	01/21/20 04/13/20	50 50	\$138,545.00	\$69,272.50 \$69,272.50	100	\$0.00	0
TOTALS			\$637,302.00	\$520,738.46	82	\$116,563.54	18

RECEIVED

NOV 6 - 2020

City of Chesterfield-Department of Planning

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
McBride Fienup Farms, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, herein called CREDIT
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 8)
_____ in accordance with
Ordinance No. 2971, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of Forty-nine thousand eight hundred seventy-five DOLLARS
(\$ 49,875.70), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in Fienup Farms (Plat 8) _____ Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Department of Planning.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Planning. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected and accepted by the

appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director of Planning may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total maintenance amount

retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Department of Planning addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Director of Planning shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director of Planning. This release shall in no way be construed to indemnify or release any person from any civil liability that may exist for defects or damages

caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENACE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 16th day of September, 2020 A.D.

ATTEST: (SEAL)

DEVELOPER: McBride Fienup Farms, LLC

Mary Li Maria
Type Name: MARY LI MARIA
Title: Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Feb. 21, 2021
Commission # 13669182

BY: [Signature]
Type Name: JEFFREY M. TODD
Title: MANAGER

Firm Address:
16091 Swingley Ridge Road, Ste 300
Chesterfield, MO 63017

ATTEST: (SEAL)

CREDIT HOLDER: Commerce Bank

S. Farris Hughes
Name: S. Farris Hughes
Title: SVP

BY: [Signature]
Name: J. Fischer - Turgeon
Title: AVP

Firm Address:
8000 Forsyth Blvd 15th FL
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

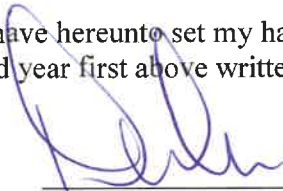
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 24 day of September, 2020, before me appeared
J. F. Schwan-Twigg, to me personally known, who, being by me duly
sworn, did say that he/she is the Asst (title) of
Commerce Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the laws of the
United States of America, and that the seal affixed to the foregoing instrument is the Corporate
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and said Asst (title)
acknowledged said instrument to be the free act and deed of said bank.

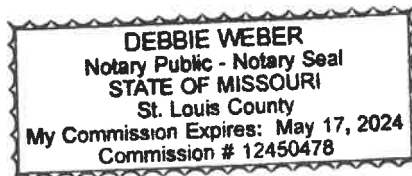
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires:

05.17.24



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 16TH day of SEPTEMBER, 2020, before me appeared
JEFFREY TOST (name) to me personally known, who, being by
me duly sworn, did say that he/she is the MANAGER (title or Executing
Official) of McBRIDE FENUP FARMS, LLC, a Missouri Limited Liability
Corporation, and that he/she in fact has the authority to execute the foregoing agreement
pursuant to the authority given him/her by the Limited Liability Corporation, and that said
agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of
its AUTHORIZED PERSON, (President or title of chief officer),
JEFFREY TOST (name) as AUTHORIZED PERSON (title of
Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and
deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial
seal, this 16th day of September, 2020.

Mary Di Maria
Notary Public

My Commission Expires: 02-21-2021

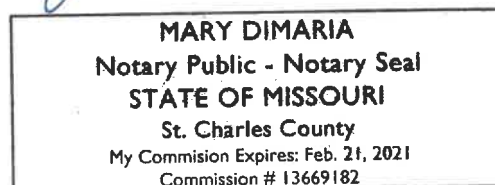


EXHIBIT D

Attach: Subdivision Deposit Spreadsheet

MAINTENANCE DEPOSIT

SUBDIVISION: Fienup Farms

PLAT: 8

SUB CODE: 330

DEVELOPER: Wild Horse Residential LLC

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$19,549.46			\$19,549.46
SIDEWALKS	\$440.70			\$440.70
SAN. SEWER	\$4,134.24			\$4,134.24
STORM SEWER	\$7,666.66			\$7,666.66
GRADING	\$13,327.16			\$13,327.16
EROSION CONTROL	\$1,773.20			\$1,773.20
SILTATION CONTROL	\$968.00			\$968.00
COMMON GR. SEED	\$1,050.48			\$1,050.48
MONUMENTATION	\$542.30			\$542.30
STREET LIGHTS	\$423.50			\$423.50
WATER MAINS	\$13,854.50	4/13/2020	\$13,854.50	\$0.00
TOTALS	\$63,730.20		\$13,854.50	\$49,875.70

RECEIVED

NOV 6 - 2020

City of Chesterfield-Department of Planning

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Consort Homes, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, herein called ESCROW
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 2)
_____ in accordance with
Ordinance No. 2971, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
Forty-eight thousand three hundred fifty-six
_____ DOLLARS

(\$ 48,356.67), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of
said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory
construction and maintenance deposit agreements guaranteeing the construction and maintenance

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Department of Planning addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 24th day of September, 2020.

ATTEST: (SEAL)

DEVELOPER: Consort Homes, LLC



Type Name: Robin Rockman
Title: Vice President

BY:



Type Name: Kenneth P Smicker
Title: President

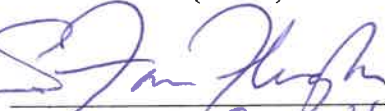
Firm Address:

16141 Swingley Ridge Road, Suite 109

Chesterfield, MO 63017

ATTEST: (SEAL)

ESCROW HOLDER: Commerce Bank



Type Name: S. Farris Hughes
Title: SRP

BY:



Type Name: J. Fischer-Turgeon
Title: AVP

Firm Address:

8000 Forsyth Blvd

Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY

Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

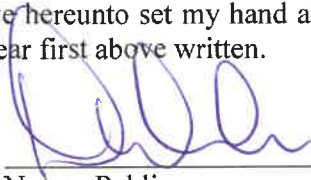
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

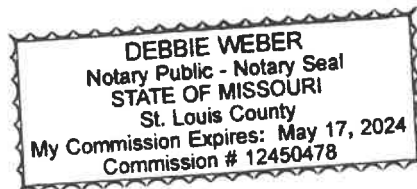
On this 24 day of September, 2020, before me appeared
AVP J. Fischer-Turgeon, to me personally known, who, being by me duly sworn, did say
that he/she is the AVP (title) of
Commerce Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the
laws of the United States of America, and that the seal affixed to the foregoing instrument is the
Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said
bank by authority of its Board of Directors, and said AVP (title)
acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires: 05.27.24



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 14- day of September, 2020, before me appeared Kenneth P Smicker (name) to me personally known, who, being by me duly sworn, did say that he/she is the Executing Official (title or Executing Official) of Consort Homes, LLC, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its authorized person, (President or title of chief officer), Kenneth P Smicker (name) as authorized person (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this _____ day of August, 2020.

Notary Public

My Commission Expires: 11/26/2020

SUSAN J PISONI
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: November 26, 2020
Commission #12473911

EXHIBIT E

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Fienup Farms
 PLAT: 2
 SUBDIVISION CODE: 330
 NO. LOTS: 15
 DATE OF PLAT APPROVAL: 3/4/2019

DEVELOPER: Wild Horse Residential LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS	10/14/19	95	\$17,192.56	\$16,332.93 \$0.00	95	\$859.63	5
STORM SEWER	05/29/19	95	\$56,464.65	\$53,641.42 \$0.00	95	\$2,823.23	5
GRADING	10/14/19	50	\$66,368.50	\$33,184.25 \$0.00	50	\$33,184.25	50
EROSION CONTROL	10/14/19	50	\$7,502.00	\$3,751.00 \$0.00	50	\$3,751.00	50
SILTATION CONTROL	10/14/19	50	\$5,335.00	\$2,667.50 \$0.00	50	\$2,667.50	50
COMMON GROUND SEED AND ISLAND SODDING	10/14/19	50	\$242.11	\$121.06 \$0.00	50	\$121.06	50
MONUMENTATION			\$4,950.00	\$0.00 \$0.00	0	\$4,950.00	100
WATER MAINS	05/29/19	100	\$27,005.00	\$27,005.00 \$0.00	100	\$0.00	0
TOTALS			\$185,059.82	\$136,703.15	74	\$48,356.67	26

RECEIVED

NOV 6 - 2020

City of Chesterfield-Department of Planning

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Consort Homes, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, herein called CREDIT
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 2)
_____ in accordance with
Ordinance No. ²⁹⁷¹_____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of Fifteen thousand eight hundred five DOLLARS
(\$^{15,805.48}_____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of Fifteen thousand eight hundred five

DOLLARS (\$ 15,805.48), lawful money of the United States of America by:

(check one)

☐ Depositing cash with the City.

☒ Submitting a Letter of Credit in the form required by the CITY and issued by the CREDIT HOLDER.

☐ Submitting a _____ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City.

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in Fienup Farms (Plat 2)

Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Department of Planning.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Planning. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected and accepted by the

appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director of Planning may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total maintenance amount

retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Department of Planning addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Director of Planning shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director of Planning. This release shall in no way be construed to indemnify or release any person from any civil liability that may exist for defects or damages

caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 24th day of September, 2020 A.D.

ATTEST: (SEAL)

DEVELOPER: Consort Homes, LLC


Type Name: Robin Ruckman
Title: Vice President

BY:


Type Name: Kenneth P. Stricker
Title: President

Firm Address:

16141 Swingley Ridge Road, Suite 109

Chesterfield, MO 63017

ATTEST: (SEAL)

CREDIT HOLDER: Commerce Bank


Name: S. Faris Hughes
Title: SVN

BY:


Name: J. Fischer-Turgeon
Title: AVP

Firm Address:

8000 Forsyth Blvd

Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY

Director of Planning :

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

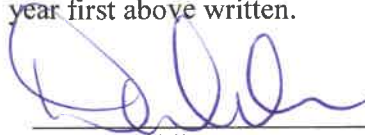
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

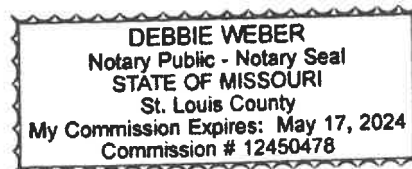
On this 24 day of September, 2020, before me appeared J. Fischer-Turgeon, to me personally known, who, being by me duly sworn, did say that he/she is the AUP (title) of Commerce Bank (name of bank), a MO Bank Company (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said AUP (title) acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires: 05.17.24



[illegible]

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 14 day of August ~~Sept~~, 20 20.

My Commission Expires:

11/26/2020

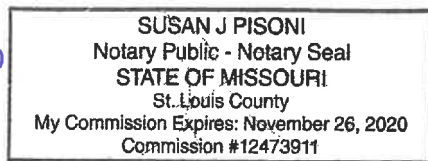


EXHIBIT F

Attach: Subdivision Deposit Spreadsheet

MAINTENANCE DEPOSIT

SUBDIVISION: Fienup Farms

PLAT: 2

SUB CODE: 330

DEVELOPER: Wild Horse Residential LLC

NOTE: Deposit is adjusted to account for 10% of entire sewer costs, and 0% of LOMR/Elev. Cert's, if any)

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$1,719.26			\$1,719.26
STORM SEWER	\$5,646.47			\$5,646.47
GRADING	\$6,636.85			\$6,636.85
EROSION CONTROL	\$750.20			\$750.20
SILTATION CONTROL	\$533.50			\$533.50
COMMON GR. SEED	\$24.21			\$24.21
MONUMENTATION	\$495.00			\$495.00
WATER MAINS	\$2,700.50	5/29/2019	\$2,700.50	\$0.00
TOTALS	\$18,505.98		\$2,700.50	\$15,805.48

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Consort Homes, LLC _____, herein called DEVELOPER,
Commerce Bank _____, herein called ESCROW
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 7) _____ in accordance with
Ordinance No. ²⁹⁷¹_____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
Fifty thousand nine hundred ninety-two _____ DOLLARS
(\$^{50,992.93}_____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of
said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory
construction and maintenance deposit agreements guaranteeing the construction and maintenance

of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of Fifty thousand nine hundred ninety-two, DOLLARS (\$^{50,992.93}50,992.93) lawful money of the United States of America by: (check one)

☐ Depositing cash with the City.

☒ Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.

☐ Submitting a _____ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in Fienup Farms (Plat 7) Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the ^{DEPARTMENT OF} Planning ~~and Development Services Division~~. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Department of Planning addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 24th day of SEPTEMBER, 2020.

ATTEST: (SEAL)

DEVELOPER: Consort Homes, LLC



Type Name: Robin Buckman
Title: Vice President

BY:



Type Name: Kenneth P. Stricker
Title: President

Firm Address:

16141 Swingley Ridge Road, Suite 109

Chesterfield, MO 63017

ATTEST: (SEAL)

ESCROW HOLDER: Commerce Bank



Type Name: S. Farris Hughes
Title: SVP

BY:



Type Name: J. Fischer-Turgeon
Title: AUP

Firm Address:

8000 Forsyth Blvd

Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY

Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

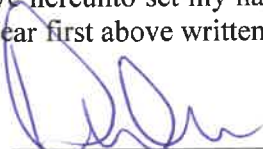
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

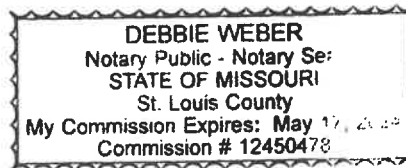
On this 24 day of September, 2010, before me appeared
S. F. Sch. Turgon, to me personally known, who, being by me duly sworn, did say
that he/she is the Asst (title) of
Commerce Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the
laws of the United States of America, and that the seal affixed to the foregoing instrument is the
Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said
bank by authority of its Board of Directors, and said Asst (title)
acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires: 05.17.24



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 14th day of Sept ~~August~~, 2020, before me appeared Kenneth P Stricker (name) to me personally known, who, being by me duly sworn, did say that he/she is the Executing Official (title or Executing Official) of Consort Homes, LLC, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its authorized person, (President or title of chief officer), Kenneth P Stricker (name) as authorized person (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this _____ day of August, 2020.


Notary Public

My Commission Expires: 11/26/2020

SUSAN J PISONI
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: November 26, 2020
Commission #12473911

EXHIBIT G

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Fienup Farms
 PLAT: 7
 SUBDIVISION CODE: 330
 NO. LOTS: 15
 DATE OF PLAT APPROVAL: 5/20/2019

DEVELOPER: Wild Horse Residential LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS	10/14/19	95	\$148,918.66	\$141,472.73 \$0.00	95	\$7,445.93	5
SIDEWALKS	10/14/19	50	\$12,308.23	\$6,154.12 \$0.00	50	\$6,154.12	50
STREET SIGNS	04/13/20	95	\$495.00	\$470.25 \$0.00	95	\$24.75	5
SANITARY SEWER AND PUMP STATIONS	05/08/20	95	\$35,352.90	\$33,585.26 \$0.00	95	\$1,767.64	5
STORM SEWER	05/08/20	95	\$44,562.87	\$42,334.73 \$0.00	95	\$2,228.14	5
GRADING	10/14/19	50	\$46,396.90	\$23,198.45 \$0.00	50	\$23,198.45	50
EROSION CONTROL	10/14/19	50	\$8,320.40	\$4,160.20 \$0.00	50	\$4,160.20	50
SILTATION CONTROL	10/14/19	50	\$5,882.60	\$2,841.30 \$0.00	50	\$2,841.30	50
MONUMENTATION			\$3,003.00	\$0.00 \$0.00	0	\$3,003.00	100
STREET LIGHTS	04/13/20	95	\$3,388.00	\$3,218.60 \$0.00	95	\$169.40	5
WATER MAINS	06/28/19	100	\$106,122.50	\$106,122.50 \$0.00	100	\$0.00	0
TOTALS			\$414,551.06	\$363,558.13	88	\$50,992.93	12

RECEIVED

NOV 6 - 2020

City of Chesterfield-Department of Planning

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Consort Homes, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, herein called CREDIT
HOLDER *(strike through this party if cash deposited with City)*, and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 7)
_____ in accordance with
Ordinance No. ²⁹⁷¹_____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of Thirty thousand eight hundred forty-two DOLLARS
(\$ ^{30,842.86}_____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

Fienup Farms (Plat 7) _____ Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Department of Planning.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Planning. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected and accepted by the

appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director of Planning may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total maintenance amount

retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Department of Planning addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Director of Planning shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director of Planning. This release shall in no way be construed to indemnify or release any person from any civil liability that may exist for defects or damages

caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 24th day of SEPTEMBER, 20 20 A.D.

ATTEST: (SEAL)

DEVELOPER: Consort Homes, LLC


Type Name: Robin Buckman
Title: Vice President

BY:


Type Name: Kenneth P Stricker
Title: President

Firm Address:

16141 Swingley Ridge Road, St 109

Chesterfield, MO 63017

ATTEST: (SEAL)

CREDIT HOLDER: Commerce Bank


Name: S. Farris Hughes
Title: SVP

BY: 
Name: J. Fischer-Turgeon
Title: AVP

Firm Address:

8000 Forsyth Blvd

Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____

Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

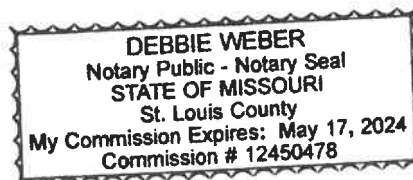
Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

[illegible]

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid, the day and year first above written.

My Commission Expires: 05.17.24



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 14 day of September, 2020, before me appeared Kenneth P Stricker (name) to me personally known, who, being by me duly sworn, did say that he/she is the Executing Official (title or Executing Official) of Consort Homes, LLC, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its authorized person, (President or title of chief officer), Kenneth P Stricker (name) as authorized person (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 14 day of August Sept, 2020.

[Signature]
Notary Public

My Commission Expires:

04/26/2020

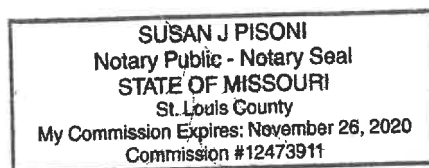


EXHIBIT H

Attach: Subdivision Deposit Spreadsheet

MAINTENANCE DEPOSIT**SUBDIVISION: Fienup Farms****PLAT: 7****SUB CODE: 330****DEVELOPER: Wild Horse Residential LLC****NOTE: Deposit is adjusted to account for 10% of entire sewer costs, and 0% of LOMR/Elev. Cert's, if any)**

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$14,891.87			\$14,891.87
SIDEWALKS	\$1,230.82			\$1,230.82
STREET SIGNS	\$49.50			\$49.50
STREET TREES	\$0.00			\$0.00
SAN. SEWER	\$3,535.29			\$3,535.29
STORM SEWER	\$4,456.29			\$4,456.29
GRADING	\$4,639.69			\$4,639.69
DETENTION & WQ	\$0.00			\$0.00
EROSION CONTROL	\$832.04			\$832.04
SILTATION CONTROL	\$568.26			\$568.26
COMMON GR. SEED	\$0.00			\$0.00
MONUMENTATION	\$300.30			\$300.30
RETAINING WALL	\$0.00			\$0.00
STREET LIGHTS	\$338.80			\$338.80
WATER MAINS	\$10,612.25	6/28/2019	\$10,612.25	\$0.00
FENCE	\$0.00			\$0.00
MISC. REQUIRED IMP.	\$0.00			\$0.00
TOTALS	\$41,455.11		\$10,612.25	\$30,842.86

RECEIVED

SEP 28 2020

City of Chesterfield-Department of Planning

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Prestige Custom Homes, Inc. _____, herein called DEVELOPER,
Central Bank _____, herein called ESCROW
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 4) _____ in accordance with
Ordinance No. 2971, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
Eighty-four thousand eight hundred fifty-seven _____ DOLLARS

(^{84,857.47}
\$ _____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of
said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory
construction and maintenance deposit agreements guaranteeing the construction and maintenance

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Planning and Development Services Division addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY; and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the ____ day of _____, 20____.

ATTEST: (SEAL)

DEVELOPER: Prestige Custom Homes, Inc.

Melissa Hayes
Type Name: Melissa Hayes
Title: OFFICE MANAGER

BY:

J Randall Mayer, Jr.
Type Name: J Randall Mayer, Jr.
Title: President

Firm Address:

755 S. New Ballas Road, Suite 210

St. Louis, MO 63141

ATTEST: (SEAL)

ESCROW HOLDER: Central Bank

Karen A Michel
Type Name: Karen A Michel
Title: Branch Manager

BY:

Ken Hull
Type Name: Ken Hull
Title: EVP

Firm Address:

2996 Highway K

O'Fallon, MO 63368

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

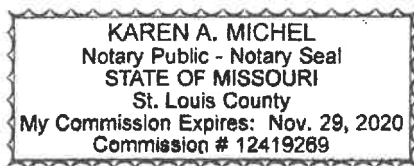
[illegible]

On this 16th day of SEPTEMBER, 2020, before me appeared NORM MUELLER, to me personally known, who, being by me duly sworn, did say that he/she is the EVP (title) of Central Bank (name of bank), a MO Bank Company (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said EVP (title) acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid, the day and year first above written.

Karen A Michel
Notary Public

My Commission Expires:



CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 14th day of September, 2020, before me appeared J. R. MAYER, JR, to me personally known, who, being by me duly sworn, did say that he/she is the President (title) of Prestige Custom Homes, Inc (name of corporation), a Missouri Corporation, and that he/she executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid corporation by authority of its Board of Directors, and he/she as President (title of Corporate Executing Official) of the said corporation, acknowledged said agreement to be the lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 14th day of September, 2020.

Melissa Hayes
Notary Public

My Commission Expires: 11-3-2021



EXHIBIT I

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Fienup Farms
 PLAT: 4
 SUBDIVISION CODE: 330
 NO. LOTS: 16
 DATE OF PLAT APPROVAL: 3/4/2019

DEVELOPER: Wild Horse Residential LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS	10/14/19	95	\$190,359.18	\$180,841.22 \$0.00	95	\$9,517.96	5
SIDEWALKS	10/14/19	50	\$5,505.28	\$2,752.64 \$0.00	50	\$2,752.64	50
EMERGENCY ACCESS	10/14/19	95	\$3,410.00	\$3,239.50 \$0.00	95	\$170.50	5
STREET SIGNS	04/13/20	95	\$247.50	\$235.13 \$0.00	95	\$12.37	5
SANITARY SEWER AND PUMP STATIONS	05/29/19	95	\$44,229.24	\$42,017.78 \$0.00	95	\$2,211.46	5
STORM SEWER	05/29/19 10/14/19	50 45	\$52,573.95	\$26,286.98 \$23,658.28	95	\$2,628.69	5
GRADING	10/14/19	50	\$70,600.20	\$35,300.10 \$0.00	50	\$35,300.10	50
EROSION CONTROL	10/14/19	50	\$7,911.20	\$3,955.60 \$0.00	50	\$3,955.60	50
SILTATION CONTROL	10/14/19	50	\$5,508.80	\$2,754.40 \$0.00	50	\$2,754.40	50
COMMON GROUND SEED AND ISLAND SODDING	10/14/19	50	\$14,460.07	\$7,230.04 \$0.00	50	\$7,230.04	50
MONUMENTATION			\$7,315.00	\$0.00 \$0.00	0	\$7,315.00	100
STREET LIGHTS	04/13/20	95	\$4,235.00	\$4,023.25 \$0.00	95	\$211.75	5
WATER MAINS	05/29/19	100	\$136,702.50	\$136,702.50 \$0.00	100	\$0.00	0
MISC. REQ. IMPROVMENTS	10/14/19 05/08/20	50 45	\$215,939.08	\$107,969.54 \$97,172.58	95	\$10,796.96	5
TOTALS			\$758,997.00	\$674,139.53	89	\$84,857.47	11

RECEIVED

SEP 28 2020

City of Chesterfield-Department of Planning

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Prestige Custom Homes, Inc.
_____, herein called DEVELOPER,
Central Bank
_____, herein called CREDIT
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 4)
_____ in accordance with
Ordinance No. 2971, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of Sixty-two thousand two hundred twenty-nine DOLLARS
(\$ 62,229.45), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of Sixty-two thousand two hundred twenty-nine

DOLLARS (\$ 62,229.45), lawful money of the United States of America by:

(check one)

☐ Depositing cash with the City.

☒ Submitting a Letter of Credit in the form required by the CITY and issued by the CREDIT HOLDER.

☐ Submitting a _____ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City.

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in Fienup Farms (Plat 4) Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Planning and Development Services. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been

inspected and accepted by the appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning and Development Services to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning and Development Services shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning and Development Services shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director of Planning and Development Services may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that

the total maintenance amount retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Planning and Development Services Division addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Director of Planning and Development Services shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director of Planning and Development Services. This release shall in no way be construed to indemnify or release any person from any

civil liability that may exist for defects or damages caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the ____ day of _____, 20____ A.D.

ATTEST: (SEAL)

DEVELOPER: Prestige Custom Homes, Inc.

Melissa Hays
Type Name: Melissa Hays
Title: OFFICE MANAGER

BY: [Signature]
Type Name: J Randall Mayer, Jr.
Title: President

Firm Address:
755 S. New Ballas Road, Suite 210
St. Louis, MO 63141

ATTEST: (SEAL)

CREDIT HOLDER: Central Bank

Karen A Michel
Name: Branch Manager
Title: Karen A Michel

BY: [Signature]
Name: NORM MUELLER
Title: EVP

Firm Address:
2996 Highway K
O'Fallon, MO 63368

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

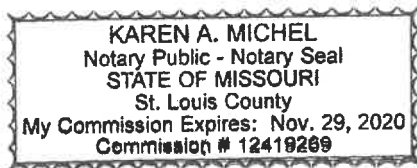
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 16th day of SEPTEMBER, 2020, before me appeared
NORM MUELLER, to me personally known, who, being by me duly
sworn, did say that he/she is the EVP (title) of
Central Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the laws of the
United States of America, and that the seal affixed to the foregoing instrument is the Corporate
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and said EVP (title)
acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in County and State aforesaid, the day and year first above written.

Karen A Michel
Notary Public

My Commission Expires:



CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 14th day of September, 2020, before me appeared J.R. MAYER, JR, to me personally known, who, being by me duly sworn, did say that he/she is the President (title) of Prestige Custom Homes, Inc (name of corporation), a Missouri Corporation, and that he/she executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid corporation by authority of its Board of Directors, and he/she as President (title of Corporate Executing Official) of the said corporation, acknowledged said agreement to be the lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 14th day of September, 2020.

Melissa Hayes
Notary Public

My Commission Expires: 11-3-2021

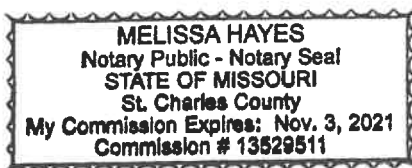


EXHIBIT J

Attach: Subdivision Deposit Spreadsheet

MAINTENANCE DEPOSIT

SUBDIVISION: Fienup Farms

PLAT: 4

SUB CODE: 330

DEVELOPER: Wild Horse Residential LLC

NOTE: Deposit is adjusted to account for 10% of entire sewer costs, and 0% of LOMR/Elev. Cert's, if any)

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$19,035.92			\$19,035.92
SIDEWALKS	\$550.53			\$550.53
EMERGENCY ACCESS	\$341.00			\$341.00
STREET SIGNS	\$24.75			\$24.75
SAN. SEWER	\$4,422.92			\$4,422.92
STORM SEWER	\$5,257.40			\$5,257.40
GRADING	\$7,060.02			\$7,060.02
EROSION CONTROL	\$791.12			\$791.12
SILTATION CONTROL	\$550.88			\$550.88
COMMON GR. SEED	\$1,446.01			\$1,446.01
MONUMENTATION	\$731.50			\$731.50
STREET LIGHTS	\$423.50			\$423.50
WATER MAINS	\$13,670.25	5/29/2019	\$13,670.25	\$0.00
MISC. REQUIRED IMP.	\$21,593.91			\$21,593.91
TOTALS	\$75,899.70		\$13,670.25	\$62,229.45

RECEIVED

SEP 28 2020

City of Chesterfield-Department of Planning

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Prestige Custom Homes, Inc. _____, herein called DEVELOPER,
Central Bank _____, herein called ESCROW
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 10) _____ in accordance with
Ordinance No. 2971, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
Fifty-seven thousand nine hundred seven _____ DOLLARS

(^{57,907.09}
\$ _____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of
said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory
construction and maintenance deposit agreements guaranteeing the construction and maintenance

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Planning and Development Services Division addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the ____ day of _____, 20____.

ATTEST: (SEAL)

DEVELOPER: Prestige Custom Homes, Inc.

Melissa Nguyen
Type Name: Melissa Nguyen
Title: OFFICE MANAGER

BY: [Signature]
Type Name: J Randall Mayer, Jr
Title: President

Firm Address:
755 S. New Ballas Road, Suite 210
St. Louis, MO 63141

ATTEST: (SEAL)

ESCROW HOLDER: Central Bank

Karen A Michel
Type Name: Karen A Michel
Title: Branch Manager

BY: [Signature]
Type Name: NORM MUELLER
Title: EVP

Firm Address:
2996 Highway K
O'Fallon, MO 63368

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

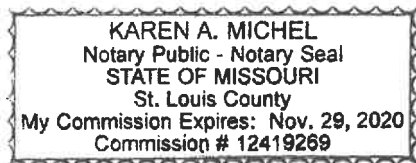
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 16th day of SEPTEMBER 2020, before me appeared
NORM MUELLER, to me personally known, who, being by me duly sworn, did say
that he/she is the EVP (title) of
Central Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the
laws of the United States of America, and that the seal affixed to the foregoing instrument is the
Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said
bank by authority of its Board of Directors, and said EVP (title)
acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in County and State aforesaid, the day and year first above written.

Karen A Michel
Notary Public

My Commission Expires:



CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 14th day of September, 2020, before me appeared J. R. MAYER, JR, to me personally known, who, being by me duly sworn, did say that he/she is the President (title) of Prestige Custom Homes, Inc (name of corporation), a Missouri Corporation, and that he/she executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid corporation by authority of its Board of Directors, and he/she as President (title of Corporate Executing Official) of the said corporation, acknowledged said agreement to be the lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 14th day of September, 2020.

Melissa Hayes
Notary Public

My Commission Expires: 11-3-2021



EXHIBIT K

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Fienup Farms
 PLAT: 10
 SUBDIVISION CODE: 330
 NO. LOTS: 15
 DATE OF PLAT APPROVAL: 12/2/2019

DEVELOPER: Wild Horse Residential LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS	01/21/20	95	\$104,459.30	\$99,236.34 \$0.00	95	\$5,222.96	5
SANITARY SEWER AND PUMP STATIONS	01/21/20 04/13/20	50 45	\$20,029.68	\$10,014.84 \$9,013.36	95	\$1,001.48	5
STORM SEWER	01/21/20 04/13/20	50 45	\$9,505.98	\$4,752.99 \$4,277.69	95	\$475.30	5
GRADING	01/21/20	50	\$71,173.30	\$35,586.65 \$0.00	50	\$35,586.65	50
EROSION CONTROL	01/21/20	50	\$7,502.00	\$3,751.00 \$0.00	50	\$3,751.00	50
SILTATION CONTROL	01/21/20	50	\$5,335.00	\$2,667.50 \$0.00	50	\$2,667.50	50
COMMON GROUND SEED AND ISLAND SODDING			\$4,725.20	\$0.00 \$0.00	0	\$4,725.20	100
MONUMENTATION			\$4,477.00	\$0.00 \$0.00	0	\$4,477.00	100
WATER MAINS	01/21/20 04/13/20	50 50	\$80,575.00	\$40,287.50 \$40,287.50	100	\$0.00	0
TOTALS			\$307,782.46	\$249,875.37	81	\$57,907.09	19

RECEIVED

SEP 28 2020

City of Chesterfield-Department of Planning

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Prestige Custom Homes, Inc. _____, herein called DEVELOPER,
Central Bank _____, herein called CREDIT
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 10) _____ in accordance with
Ordinance No. ²⁹⁷¹_____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of Twenty-two thousand seven hundred twenty _____ DOLLARS
(\$^{22,720.75}_____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of Twenty-two thousand seven hundred twenty

DOLLARS (\$ 22,720.75), lawful money of the United States of America by:

(check one)

☐ Depositing cash with the City.

☒ Submitting a Letter of Credit in the form required by the CITY and issued by the CREDIT HOLDER.

☐ Submitting a _____ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City.

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in Fienup Farms (Plat 10) _____ Subdivision, all in accordance with the

approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Planning and Development Services. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been

inspected and accepted by the appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning and Development Services to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning and Development Services shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning and Development Services shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director of Planning and Development Services may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that

the total maintenance amount retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Planning and Development Services Division addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Director of Planning and Development Services shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director of Planning and Development Services. This release shall in no way be construed to indemnify or release any person from any

civil liability that may exist for defects or damages caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the ____ day of _____, 20____ A.D.

ATTEST: (SEAL)

DEVELOPER: Prestige Custom Homes, Inc.

Melissa Hayer
Type Name: Melissa Hayer
Title: OFFICE MANAGER

BY: [Signature]
Type Name: J Randall Mayer, Jr.
Title: President

Firm Address:

755 S. New Ballas Road, Suite 210

St. Louis, MO 63141

ATTEST: (SEAL)

CREDIT HOLDER: Central Bank

Karen A. Michel
Name: Karen A. Michel
Title: Branch Manager

BY: [Signature]
Name: NORM MUELLER
Title: EVP

Firm Address:

2996 Highway K

O'Fallon, MO 63368

CITY OF CHESTERFIELD, MISSOURI

BY _____

Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 16th day of September 2020, before me appeared
NORM MUELLER, to me personally known, who, being by me duly
sworn, did say that he/she is the EVP (title) of
Central Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the laws of the
United States of America, and that the seal affixed to the foregoing instrument is the Corporate
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and said EVP (title)
acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in County and State aforesaid, the day and year first above written.

Karen A Michel
Notary Public

My Commission Expires:



CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 14th day of September, 2020, before me appeared J. R. MAYER, JR, to me personally known, who, being by me duly sworn, did say that he/she is the President (title) of Prestige Custom Homes, Inc (name of corporation), a Missouri Corporation, and that he/she executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid corporation by authority of its Board of Directors, and he/she as President (title of Corporate Executing Official) of the said corporation, acknowledged said agreement to be the lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 14th day of September, 2020.

Melissa Hayes
Notary Public

My Commission Expires: 11-3-2021

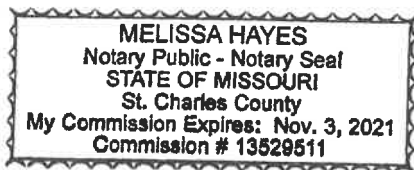


EXHIBIT L

Attach: Subdivision Deposit Spreadsheet

MAINTENANCE DEPOSIT

SUBDIVISION: Fienup Farms

PLAT: 10

SUB CODE: 330

DEVELOPER: Wild Horse Residential LLC

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$10,445.93			\$10,445.93
SAN. SEWER	\$2,002.97			\$2,002.97
STORM SEWER	\$950.60			\$950.60
VALLEY STORMWATER CHA	\$0.00			\$0.00
GRADING	\$7,117.33			\$7,117.33
WATER QUALITY	\$0.00			\$0.00
EROSION CONTROL	\$750.20			\$750.20
SILTATION CONTROL	\$533.50			\$533.50
COMMON GR. SEED	\$472.52			\$472.52
MONUMENTATION	\$447.70			\$447.70
WATER MAINS	\$8,057.50	4/13/2020	\$8,057.50	\$0.00
TOTALS	\$30,778.25		\$8,057.50	\$22,720.75

RECEIVED

NOV 9 - 2020

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

City of Chesterfield Department of Planning

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Fischer & Frichtel Custom Homes, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, herein called ESCROW
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 6)
_____ in accordance with
Ordinance No. 2971 _____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
Two hundred seventeen thousand one hundred ninety-four _____ DOLLARS
(\$ 217,194.43 _____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of
said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory
construction and maintenance deposit agreements guaranteeing the construction and maintenance

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Department of Planning addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 15TH day of OCTOBER, 2020.

ATTEST: (SEAL)



DEVELOPER: Fischer & Frichtel Custom Homes, LLC

Carl F. Hausmann
Type Name: CARL F. HAUSMANN
Title: AGENT

BY: Chris DeGuentz
Type Name: CHRIS DEGUENTZ
Title: AGENT

Firm Address:
695 Trade Center Blvd.
Chesterfield, MO 63005

ATTEST: (SEAL)

ESCROW HOLDER: Commerce Bank

Mark Kamil
Type Name: Mark Kamil
Title: AVP

BY: Jennifer Fischer-Turgeon
Type Name: Jennifer Fischer-Turgeon
Title: AVP

Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

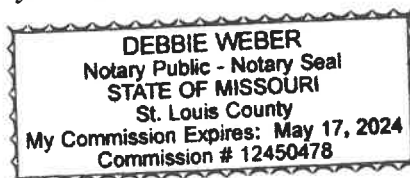
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 15 day of October, 2020, before me appeared
J. Fischer-Thompson, to me personally known, who, being by me duly sworn, did say
that he/she is the AJP (title) of
Commerce Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the
laws of the United States of America, and that the seal affixed to the foregoing instrument is the
Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said
bank by authority of its Board of Directors, and said AJP (title)
acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My Commission Expires: 05.17.24



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 2nd day of October, 2020, before me appeared CHRIS DESGUENTZ (name) to me personally known, who, being by me duly sworn, did say that he/she is the AGENT (title or Executing Official) of Fischer & Frichtel Custom Homes, LLC, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its authorized person, (President or title of chief officer), JOHN W. FISCHER, CEO (name) as authorized person (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 2nd day of October, 2020.

Maria C. Madden
Notary Public

My Commission Expires:

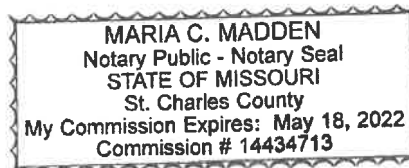


EXHIBIT M

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Fienup Farms
 PLAT: 6
 SUBDIVISION CODE: 330
 NO. LOTS: 28
 DATE OF PLAT APPROVAL: 3/4/2019

DEVELOPER: Wild Horse Residential LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS	10/14/19	95	\$335,904.80	\$319,109.56 \$0.00	95	\$16,795.24	5
SIDEWALKS	10/14/19	50	\$10,284.56	\$5,142.28 \$0.00	50	\$5,142.28	50
STREET SIGNS	04/13/20	95	\$247.50	\$235.13 \$0.00	95	\$12.37	5
STREET TREES			\$990.00	\$0.00 \$0.00	0	\$990.00	100
SANITARY SEWER AND PUMP STATIONS	05/29/19	95	\$61,663.14	\$58,579.98 \$0.00	95	\$3,083.16	5
STORM SEWER	05/29/19	95	\$190,723.50	\$181,187.33 \$0.00	95	\$9,536.17	5
GRADING	10/14/19	50	\$139,392.00	\$69,696.00 \$0.00	50	\$69,696.00	50
DETENTION & WQ			\$84,132.18	\$0.00 \$0.00	0	\$84,132.18	100
EROSION CONTROL	10/14/19	50	\$12,821.60	\$6,410.80 \$0.00	50	\$6,410.80	50
SILTATION CONTROL	10/14/19	50	\$7,594.40	\$3,797.20 \$0.00	50	\$3,797.20	50
COMMON GROUND SEED AND ISLAND SODDING	10/14/19	50	\$11,395.47	\$5,697.74 \$0.00	50	\$5,697.74	50
MONUMENTATION			\$7,551.50	\$0.00 \$0.00	0	\$7,551.50	100
RETAINING WALLS	10/14/19 04/13/20	50 45	\$37,387.90	\$18,693.95 \$16,824.56	95	\$1,869.39	5
STREET LIGHTS	04/13/20	95	\$7,623.00	\$7,241.85 \$0.00	95	\$381.15	5
WATER MAINS	05/29/19	100	\$235,372.50	\$235,372.50 \$0.00	100	\$0.00	0
FENCE	10/14/19	95	\$3,485.02	\$3,310.77 \$0.00	95	\$174.25	5
MISC. REQ. IMPROVEMENTS	04/13/20	95	\$38,500.00	\$36,575.00 \$0.00	95	\$1,925.00	5
TOTALS			\$1,185,069.07	\$967,874.64	82	\$217,194.43	18

RECEIVED

NOV 9 - 2020

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

City of Chesterfield-Department of Planning

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Fischer & Frichtel Custom Homes, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, herein called CREDIT
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 6)
_____ in accordance with
Ordinance No. ²⁹⁷¹_____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of ^{Ninety-four thousand nine hundred sixty-nine}_____ DOLLARS
(^{\$ 94,969.66}_____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Department of Planning.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Planning. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected and accepted by the

appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director of Planning may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total maintenance amount

retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Department of Planning addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Director of Planning shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director of Planning. This release shall in no way be construed to indemnify or release any person from any civil liability that may exist for defects or damages

caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 15TH day of October, 20 20 A.D.

ATTEST: (SEAL) DEVELOPER: Fischer & Frichtel Custom Homes, LLC

Carl Hausman BY: Chris DeGuentz
Type Name: CARL HAUSMAN Type Name: CHRIS DEGUENTZ
Title: AGENT Title: AGENT

Firm Address:
695 Trade Center Blvd.
Chesterfield, MO 63005

ATTEST: (SEAL)

CREDIT HOLDER: Commerce Bank

Mark Kaim BY: Jennifer Fischer-Turgeon
Name: Mark Kaim Name: Jennifer Fischer-Turgeon
Title: AVP Title: AVP

Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

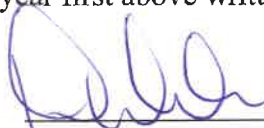
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

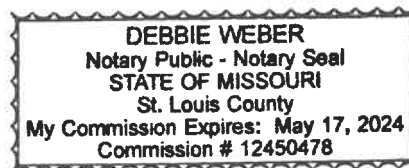
On this 15 day of October, 2022, before me appeared
J. Fisher-Turgeon, to me personally known, who, being by me duly
sworn, did say that he/she is the AVP (title) of
Commerce Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the laws of the
United States of America, and that the seal affixed to the foregoing instrument is the Corporate
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and said AVP (title)
acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires: 05.17.24



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 2nd day of October, 2020, before me appeared CHRIS DeGUENTZ (name) to me personally known, who, being by me duly sworn, did say that he/she is the AGENT (title or Executing Official) of Fischer & Fichtel Custom Homes, LLC, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its authorized person, (President or title of chief officer), John W. FISCHER, CEO (name) as authorized person (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 2nd day of October, 2020.

Maria C. Madden
Notary Public

My Commission Expires:

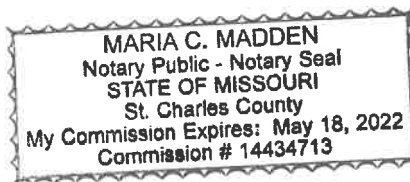


EXHIBIT N

Attach: Subdivision Deposit Spreadsheet

MAINTENANCE DEPOSIT

SUBDIVISION: Fienup Farms

PLAT: 6

SUB CODE: 330

DEVELOPER: Wild Horse Residential LLC

NOTE: Deposit is adjusted to account for 10% of entire sewer costs, and 0% of LOMR/Elev. Cert's, if any)

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$33,590.48			\$33,590.48
SIDEWALKS	\$1,028.46			\$1,028.46
STREET SIGNS	\$24.75			\$24.75
STREET TREES	\$99.00			\$99.00
SAN. SEWER	\$6,166.31			\$6,166.31
STORM SEWER	\$19,072.35			\$19,072.35
GRADING	\$13,939.20			\$13,939.20
DETENTION & WQ	\$8,413.22			\$8,413.22
EROSION CONTROL	\$1,282.16			\$1,282.16
SILTATION CONTROL	\$759.44			\$759.44
COMMON GR. SEED	\$1,139.55			\$1,139.55
MONUMENTATION	\$755.15			\$755.15
RETAINING WALL	\$3,738.79			\$3,738.79
STREET LIGHTS	\$762.30			\$762.30
WATER MAINS	\$23,537.25	5/29/2019	\$23,537.25	\$0.00
FENCE	\$348.50			\$348.50
MISC. REQUIRED IMP.	\$3,850.00			\$3,850.00
TOTALS	\$118,506.91		\$23,537.25	\$94,969.66

RECEIVED

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

City of Chesterfield-Department of Planning

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Fischer & Frichtel Custom Homes, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, herein called ESCROW
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 9)
_____ in accordance with
Ordinance No. 2971, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
One hundred eleven thousand seven hundred three _____ DOLLARS
(\$ 111,703.88), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of
said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory
construction and maintenance deposit agreements guaranteeing the construction and maintenance

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of One hundred eleven thousand seven hundred three, DOLLARS (\$ 111,703.88) lawful money of the United States of America by: (check one)

- Said deposit guarantees the construction, installation and completion of the required subdivision improvements in Fienup Farms (Plat 9) Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the ^{DEPARTMENT OF} Planning and ~~Development Services Division~~. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Department of Planning addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 15TH day of May 2020.

ATTEST:

(SEAL)



DEVELOPER: Fischer & Frichtel Custom Homes, LLC

Type Name: Carl F. Hammer

Title: AGENT

BY:

Chris DeGuentz

Type Name: CHRIS DEGUENTZ

Title: AGENT

Firm Address:

695 Trade Center Blvd.

Chesterfield, MO 63005

ATTEST:

(SEAL)

ESCROW HOLDER: Commerce Bank

Type Name: Mark Kamel

Title: AVP

BY:

Jennifer Fischer Turgeon

Type Name: Jennifer Fischer Turgeon

Title: AVP

Firm Address:

8000 Forsyth Blvd

Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____

Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

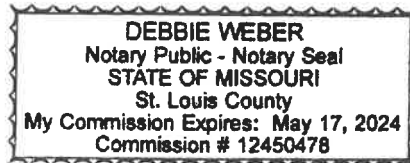
Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

[illegible]

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid, the day and year first above written.

My Commission Expires: 05.17.24



[illegible]

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal,
this 2nd day of October, 2020.

My Commission Expires:

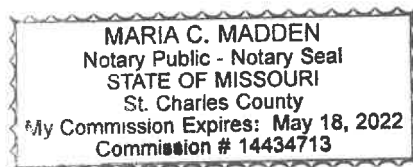


EXHIBIT O

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Fienup Farms
 PLAT: 9
 SUBDIVISION CODE: 330
 NO. LOTS: 27
 DATE OF PLAT APPROVAL: 12/2/2019

DEVELOPER: Wild Horse Residential LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS	01/21/20	95	\$164,246.45	\$156,034.12 \$0.00	95	\$8,212.33	5
SIDEWALKS			\$14,251.05	\$0.00 \$0.00	0	\$14,251.05	100
STREET SIGNS	04/13/20	95	\$495.00	\$470.25 \$0.00	95	\$24.75	5
SANITARY SEWER AND PUMP STATIONS	01/21/20 04/13/20	50 45	\$21,443.40	\$10,721.70 \$9,649.53	95	\$1,072.17	5
STORM SEWER	01/21/20 04/13/20	50 45	\$46,900.26	\$23,450.13 \$21,105.12	95	\$2,345.01	5
GRADING	01/21/20	50	\$112,535.50	\$56,267.75 \$0.00	50	\$56,267.75	50
EROSION CONTROL	01/21/20	50	\$12,412.40	\$6,206.20 \$0.00	50	\$6,206.20	50
SILTATION CONTROL	01/21/20	50	\$7,420.60	\$3,710.30 \$0.00	50	\$3,710.30	50
COMMON GROUND SEED AND ISLAND SODDING			\$8,696.12	\$0.00 \$0.00	0	\$8,696.12	100
MONUMENTATION			\$7,315.00	\$0.00 \$0.00	0	\$7,315.00	100
RETAINING WALLS	01/21/20	95	\$61,967.40	\$58,869.03 \$0.00	95	\$3,098.37	5
STREET LIGHTS	04/13/20	95	\$4,235.00	\$4,023.25 \$0.00	95	\$211.75	5
WATER MAINS	01/21/20 04/13/20	50 50	\$156,777.50	\$78,388.75 \$78,388.75	100	\$0.00	0
FENCE	04/13/20	95	\$5,861.90	\$5,568.81 \$0.00	95	\$293.09	5
TOTALS			\$624,557.57	\$512,853.69	82	\$111,703.88	18

RECEIVED

NOV 9 - 2020

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

City of Chesterfield Department of Planning

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Fischer & Frichtel Custom Homes, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, herein called CREDIT
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 9)
_____ in accordance with
Ordinance No. 2971, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of Forty-six thousand seven hundred seventy-eight DOLLARS
(\$46,778.01), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Department of Planning.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Planning. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected and accepted by the

appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director of Planning may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total maintenance amount

retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Department of Planning addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Director of Planning shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director of Planning. This release shall in no way be construed to indemnify or release any person from any civil liability that may exist for defects or damages

caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENACE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 15TH day of OCTOBER, 2020 A.D.

ATTEST: (SEAL) DEVELOPER: Fischer & Frichtel Custom Homes, LLC

Carl F. Hausman
Type Name: CARL F. HAUSMAN
Title: AGENT

BY: Chris DeGuentz
Type Name: CHRIS DEGUENTZ
Title: AGENT

Firm Address:
695 Trade Center Blvd.
Chesterfield, MO 63005

ATTEST: (SEAL)

CREDIT HOLDER: Commerce Bank

Mark Kamel
Name: Mark Kamel
Title: AVP

BY: Jennifer Fischer-Turgeon
Name: Jennifer Fischer-Turgeon
Title: AVP

Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

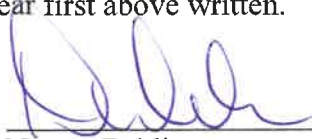
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

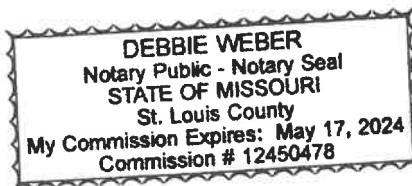
On this 15 day of October, 2020, before me appeared
S. Fischer-Turgeon, to me personally known, who, being by me duly
sworn, did say that he/she is the Asp (title) of
Commerce Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the laws of the
United States of America, and that the seal affixed to the foregoing instrument is the Corporate
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and said Asp (title)
acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires: 05.17.24



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 2nd day of October, 2020, before me appeared CHRIS DeGUENTZ (name) to me personally known, who, being by me duly sworn, did say that he/she is the AGENT (title or Executing Official) of Fischer & Frichtel Custom Homes, LLC, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its authorized person , (President or title of chief officer), JOHN W. FISCHER, CEO (name) as authorized person (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 2nd day of October, 2020.

Maria C Madden
Notary Public

My Commission Expires:

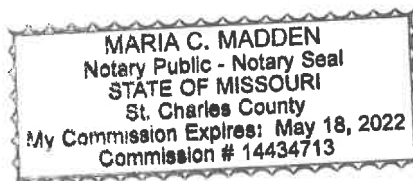


EXHIBIT P

Attach: Subdivision Deposit Spreadsheet

MAINTENANCE DEPOSIT

SUBDIVISION: Fienup Farms

PLAT: 9

SUB CODE: 330

DEVELOPER: Wild Horse Residential LLC

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$16,424.64			\$16,424.64
SIDEWALKS	\$1,425.11			\$1,425.11
STREET SIGNS	\$49.50			\$49.50
SAN. SEWER	\$2,144.34			\$2,144.34
STORM SEWER	\$4,690.03			\$4,690.03
GRADING	\$11,253.55			\$11,253.55
EROSION CONTROL	\$1,241.24			\$1,241.24
SILTATION CONTROL	\$742.06			\$742.06
COMMON GR. SEED	\$869.61			\$869.61
MONUMENTATION	\$731.50			\$731.50
RETAINING WALL	\$6,196.74			\$6,196.74
STREET LIGHTS	\$423.50			\$423.50
WATER MAINS	\$15,677.75	4/13/2020	\$15,677.75	\$0.00
FENCE	\$586.19			\$586.19
TOTALS	\$62,455.76		\$15,677.75	\$46,778.01

RECEIVED

OCT 26 2020

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

Department of Planning

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Claymont Development, LLC
_____, herein called DEVELOPER,
Midwest Bank Centre
_____, herein called ESCROW
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 5)
_____ in accordance with
Ordinance No. 2971, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
One hundred sixteen thousand six hundred fifty-three _____ DOLLARS

(\$ 116,653.66), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of
said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory
construction and maintenance deposit agreements guaranteeing the construction and maintenance

of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of One hundred sixteen thousand six hundred fifty-three, DOLLARS (\$ 116,653.66) lawful money of the United States of America by: (check one)

☐ Depositing cash with the City.

☒ Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.

☐ Submitting a _____ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in Fienup Farms (Plat 5) Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the Planning ^{Department of} and ~~Development Services Division~~. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Department of Planning addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the
CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 22nd day of OCTOBER, 2020 :

ATTEST: (SEAL)

DEVELOPER: Claymont Development, LLC

Cheryl Brown
Type Name: Cheryl Brown
Title:

BY:

Wesley Byrne
Type Name: Wesley Byrne
Title:

Firm Address:
26 Pacland Estates Drive
Chesterfield, MO 63005

ATTEST: (SEAL)

ESCROW HOLDER: Midwest Bank Centre

Cheryl Brown
Type Name: Cheryl Brown
Title:

BY:

Wm. Kral
Type Name: Wm. Kral
Title: Pres - St Charles

Firm Address:
2191 LEMAY FERRY ROAD
ST. LOUIS, MO 63125

CITY OF CHESTERFIELD, MISSOURI

BY

Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

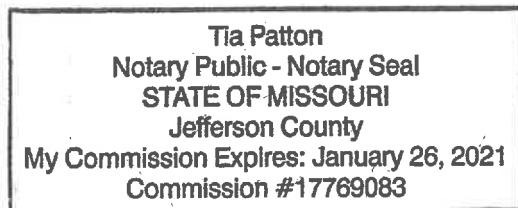
On this 22nd day of October, 2020, before me appeared William VRAH, to me personally known, who, being by me duly sworn, did say that he/she is the PRESIDENT - ST CHARLES (title) of Midwest Bank Centre (name of bank), a MO Bank Company (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said _____ (title) acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires: 1/26/2021



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 22nd day of October, 2020, before me appeared
Wesley Byrne (name) to me personally known, who, being by
me duly sworn, did say that he/she is the _____ (title or
Executing Official) of Claymont Development, LLC, a
Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the
foregoing agreement pursuant to the authority given him/her by the Limited Liability
Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid
L.L.C. by authority of its authorized person, (President or title of
chief officer), Wesley Byrne (name) as
authorized person (title of Executing Official) of said L.L.C. acknowledges
said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal,
this 22nd day of October, 2020.



Notary Public

My Commission Expires: 1/26/2021

EXHIBIT Q

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Fienup Farms
 PLAT: 5
 SUBDIVISION CODE: 330
 NO. LOTS: 15
 DATE OF PLAT APPROVAL: 3/4/2019

DEVELOPER: Wild Horse Residential LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS	10/14/19	95	\$130,985.80	\$124,436.51 \$0.00	95	\$6,549.29	5
SIDEWALKS	10/14/19	50	\$2,840.53	\$1,420.27 \$0.00	50	\$1,420.27	50
SANITARY SEWER AND PUMP STATIONS	05/29/19	95	\$38,138.76	\$36,231.82 \$0.00	95	\$1,906.94	5
STORM SEWER	05/29/19	95	\$66,128.04	\$62,821.64 \$0.00	95	\$3,306.40	5
GRADING	10/14/19	50	\$84,168.70	\$42,084.35 \$0.00	50	\$42,084.35	50
DETENTION & WQ			\$46,149.84	\$0.00 \$0.00	0	\$46,149.84	100
EROSION CONTROL	10/14/19	50	\$7,502.00	\$3,751.00 \$0.00	50	\$3,751.00	50
SILTATION CONTROL	10/14/19	50	\$5,335.00	\$2,667.50 \$0.00	50	\$2,667.50	50
COMMON GROUND SEED AND ISLAND SODDING	10/14/19	50	\$4,644.05	\$2,322.02 \$0.00	50	\$2,322.02	50
MONUMENTATION			\$6,369.00	\$0.00 \$0.00	0	\$6,369.00	100
STREET LIGHTS	04/13/20	95	\$2,541.00	\$2,413.95 \$0.00	95	\$127.05	5
WATER MAINS	05/29/19	100	\$82,362.50	\$82,362.50 \$0.00	100	\$0.00	0
TOTALS			\$477,165.22	\$360,511.56	76	\$116,653.66	24

RECEIVED

OCT 26 2020

City of Chesterfield-Department of Planning

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Claymont Development _____, herein called DEVELOPER,
Midwest Bank Centre _____, herein called CREDIT
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 5) _____ in accordance with
Ordinance No. ²⁹⁷¹_____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of ^{Thirty-nine thousand four hundred eighty}_____ DOLLARS
(\$^{39,480.27}_____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of Thirty-nine thousand four hundred eighty
DOLLARS (\$ 39,480.27), lawful money of the United States of America by:
(check one)

- ☐ Depositing cash with the City.
- ☒ Submitting a Letter of Credit in the form required by the CITY and issued by the CREDIT HOLDER.
- ☐ Submitting a _____ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City.

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in Fienup Farms (Plat 5) Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Department of Planning.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Planning. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected and accepted by the

appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director of Planning may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total maintenance amount

retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Department of Planning addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Director of Planning shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director of Planning. This release shall in no way be construed to indemnify or release any person from any civil liability that may exist for defects or damages

caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 22nd day of OCTOBER, 20 20 A.D.

ATTEST: (SEAL)

DEVELOPER: Claymont Development

Cheryl Brown

Type Name: Cheryl Brown
Title: _____

BY: _____

Type Name: Wesley Byrne
Title: _____

Firm Address:
26 Pacland Estates Drive
Chesterfield, MO 63005

ATTEST: (SEAL)

CREDIT HOLDER: Midwest Bank Centre

Cheryl Brown

Name: Cheryl Brown
Title: _____

BY: _____

Name: WM. KEAL
Title: Pres. St. Charles

Firm Address:
2191 Lemay Ferry Road
St. Louis, MO 63125

CITY OF CHESTERFIELD, MISSOURI

BY _____

Director of Planning

ATTEST: (SEAL)

APPROVED: _____

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

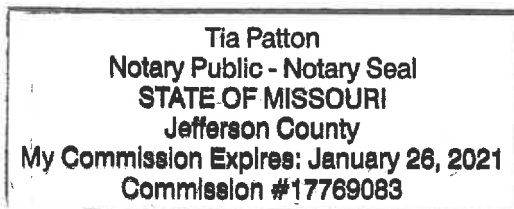
On this 22 day of OCT, 2020, before me appeared
WILLIAM KRAE, to me personally known, who, being by me duly
sworn, did say that he/she is the PRESIDENT - ST CHARLES (title) of
Midwest Bank Centre (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the laws of the
United States of America, and that the seal affixed to the foregoing instrument is the Corporate
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and said _____ (title)
acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires: 1/26/2021



[illegible]

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 22nd day of October, 2020.

My Commission Expires: 1/26/2021

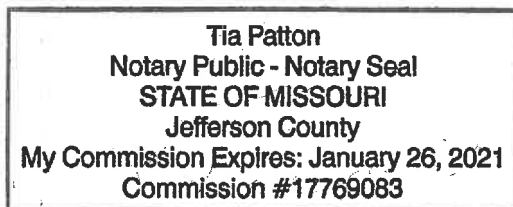


EXHIBIT R

Attach: Subdivision Deposit Spreadsheet

MAINTENANCE DEPOSIT

SUBDIVISION: Fienup Farms

PLAT: 5

SUB CODE: 330

DEVELOPER: Wild Horse Residential LLC

NOTE: Deposit is adjusted to account for 10% of entire sewer costs, and 0% of LOMR/Elev. Cert's, if any)

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$13,098.58			\$13,098.58
SIDEWALKS	\$284.05			\$284.05
SAN. SEWER	\$3,813.88			\$3,813.88
STORM SEWER	\$6,612.80			\$6,612.80
GRADING	\$8,416.87			\$8,416.87
DETENTION	\$4,614.98			\$4,614.98
EROSION CONTROL	\$750.20			\$750.20
SILTATION CONTROL	\$533.50			\$533.50
COMMON GR. SEED	\$464.40			\$464.40
MONUMENTATION	\$636.90			\$636.90
STREET LIGHTS	\$254.10			\$254.10
WATER MAINS	\$8,236.25	5/29/2019	\$8,236.25	\$0.00
TOTALS	\$47,716.52		\$8,236.25	\$39,480.27

RECEIVED

OCT 26 2020

City of Chesterfield Department of Planning

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Claymont Development, LLC
_____, herein called DEVELOPER,
Midwest Bank Centre
_____, herein called ESCROW
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 11)
_____ in accordance with
Ordinance No. 2971, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
Twenty-eight thousand seven hundred ninety-eight _____ DOLLARS

(\$ 28,798.60), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of
said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory
construction and maintenance deposit agreements guaranteeing the construction and maintenance

of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of Twenty-eight thousand seven hundred ninety-eight, DOLLARS (\$ 28,798.60) lawful money of the United States of America by: (check one)

☐ Depositing cash with the City.

☒ Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.

☐ Submitting a _____ (type of readily negotiable instrument acceptable to the CITY) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in Fienup Farms (Plat 11) Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Department of Planning addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

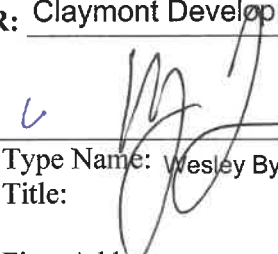
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 22nd day of OCTOBER, 2020.

ATTEST: (SEAL)


Type Name: Cheryl Brown
Title:

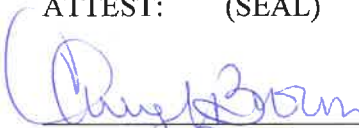
DEVELOPER: Claymont Development, LLC

BY: 

Type Name: Wesley Byrne
Title:

Firm Address:
26 Pacland Estates Drive
Chesterfield, MO 63005

ATTEST: (SEAL)


Type Name: Cheryl Brown
Title:

ESCROW HOLDER: Midwest Bank Centre

BY: 

Type Name: Wm. Earl
Title: Pres. St. Charles

Firm Address:
2191 LEMAY FERRY ROAD
ST. LOUIS, MO 63125

CITY OF CHESTERFIELD, MISSOURI

BY _____

Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

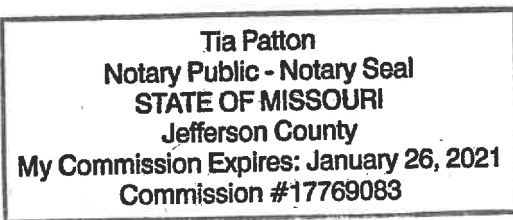
On this 22 day of OCT, 2020, before me appeared
Wm Kral, to me personally known, who, being by me duly sworn, did say
that he/she is the PRES - ST CHARLES (title) of
Midwest Bank Centre (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the
laws of the United States of America, and that the seal affixed to the foregoing instrument is the
Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said
bank by authority of its Board of Directors, and said _____ (title)
acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires: 1/26/2021



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 22 day of OCT, 2020, before me appeared
Wesley Byrne (name) to me personally known, who, being by
me duly sworn, did say that he/she is the President (title or
Executing Official) of Claymont Development, LLC, a
Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the
foregoing agreement pursuant to the authority given him/her by the Limited Liability
Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid
L.L.C. by authority of its _____, (President or title of
chief officer), Wesley Byrne (name) as
_____ (title of Executing Official) of said L.L.C. acknowledges
said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal,
this 22nd day of October, 2020.



Notary Public

My Commission Expires: 1/26/2021

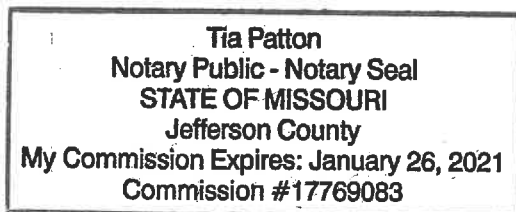


EXHIBIT S

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Fienup Farms
 PLAT: 11
 SUBDIVISION CODE: 330
 NO. LOTS: 15
 DATE OF PLAT APPROVAL: 12/2/2019

DEVELOPER: Wild Horse Residential LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STORM SEWER	01/21/20	50	\$17,909.10	\$8,954.55	95	\$895.45	5
	04/13/20	45		\$8,059.10			
GRADING	01/21/20	50	\$33,069.30	\$16,534.65	50	\$16,534.65	50
				\$0.00			
EROSION CONTROL	01/21/20	50	\$7,502.00	\$3,751.00	50	\$3,751.00	50
				\$0.00			
SILTATION CONTROL	01/21/20	50	\$5,335.00	\$2,667.50	50	\$2,667.50	50
				\$0.00			
MONUMENTATION			\$4,950.00	\$0.00	0	\$4,950.00	100
				\$0.00			
TOTALS			\$68,765.40	\$39,966.80	58	\$28,798.60	42

RECEIVED

OCT 26 2020

City of Chesterfield Department of Planning

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Claymont Development _____, herein called DEVELOPER,
Midwest Bank Centre _____, herein called CREDIT
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 11) _____ in accordance with
Ordinance No. 2971, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of Six thousand eight hundred seventy-six DOLLARS
(\$ 6,876.54), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of Six thousand eight hundred seventy-six

DOLLARS (\$ 6,876.54), lawful money of the United States of America by:

(check one)

☐ Depositing cash with the City.

☒ Submitting a Letter of Credit in the form required by the CITY and issued by the CREDIT HOLDER.

☐ Submitting a _____ (type of readily negotiable instrument acceptable to the CITY) endorsed to the City.

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in Fienup Farms (Plat 11)

_____ Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Department of Planning.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Planning. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected and accepted by the

appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director of Planning may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total maintenance amount

retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Department of Planning addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Director of Planning shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director of Planning. This release shall in no way be construed to indemnify or release any person from any civil liability that may exist for defects or damages

caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENACE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 22nd day of OCTOBER, 20 20 A.D.

ATTEST: (SEAL)

DEVELOPER: Claymont Development

Cheryl Brown
Type Name: Cheryl Brown
Title:

BY:

Wesley Byrne
Type Name: Wesley Byrne
Title:

Firm Address:

26 Pacland Estates Drive

Chesterfield, MO 63005

ATTEST: (SEAL)

CREDIT HOLDER: Midwest Bank Centre

Cheryl Brown
Name: Cheryl Brown
Title:

BY:

Wm. Kral
Name: Wm. Kral
Title: Pres. - St. Charles

Firm Address:

2191 Lemay Ferry Road

St. Louis, MO 63125

CITY OF CHESTERFIELD, MISSOURI

BY

Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

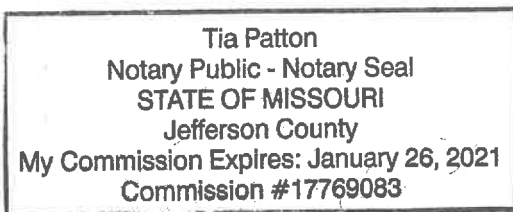
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 22 day of OCT, 2020, before me appeared
WILLIAM WALK, to me personally known, who, being by me duly
sworn, did say that he/she is the PRESIDENT - ST CHARLES (title) of
Midwest Bank Centre (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the laws of the
United States of America, and that the seal affixed to the foregoing instrument is the Corporate
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and said _____ (title)
acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in County and State aforesaid, the day and year first above written.

Tia Patton
Notary Public

My Commission Expires: 1/26/2021



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this _____ day of _____, 2020, before me appeared
Wesley Byrne (name) to me personally known, who, being by
me duly sworn, did say that he/she is the _____ (title or Executing
Official) of Claymont Development, a Missouri Limited Liability
Corporation, and that he/she in fact has the authority to execute the foregoing agreement
pursuant to the authority given him/her by the Limited Liability Corporation, and that said
agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of
its _____, (President or title of chief officer),
Wesley Byrne (name) as _____ (title of
Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and
deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial
seal, this 22nd day of October, 2020.



Notary Public

My Commission Expires: 1/26/2021

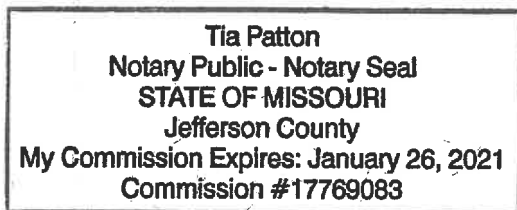


EXHIBIT T

Attach: Subdivision Deposit Spreadsheet

MAINTENANCE DEPOSIT

SUBDIVISION: Fienup Farms

PLAT: 11

SUB CODE: 330

DEVELOPER: Wild Horse Residential LLC

NOTE: Deposit is adjusted to account for 10% of entire sewer costs, and 0% of LOMR/Elev. Cert's, if any)

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$0.00			\$0.00
SIDEWALKS	\$0.00			\$0.00
STREET SIGNS	\$0.00			\$0.00
STREET TREES	\$0.00			\$0.00
SAN. SEWER	\$0.00			\$0.00
STORM SEWER	\$1,790.91			\$1,790.91
GRADING	\$3,306.93			\$3,306.93
DETENTION & WQ	\$0.00			\$0.00
EROSION CONTROL	\$750.20			\$750.20
SILTATION CONTROL	\$533.50			\$533.50
COMMON GR. SEED	\$0.00			\$0.00
MONUMENTATION	\$495.00			\$495.00
RETAINING WALL	\$0.00			\$0.00
STREET LIGHTS	\$0.00			\$0.00
WATER MAINS	\$0.00			\$0.00
FENCE	\$0.00			\$0.00
MISC. REQUIRED IMP.	\$0.00			\$0.00
TOTALS	\$6,876.54		\$0.00	\$6,876.54

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning *JW*
Date: January 4, 2021



RE: **P.Z. 08-2020 Straub Lane Estates (14685 Clayton Road):** A request amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “NU” Non-Urban District to the “R2” Residence District for a 0.99-acre tract of land located at 14685 Clayton Road, northwest of the intersection of Clayton Road and Straub Road (P.Z. 08-2020 {Sudha} 21R441513).

Summary

Mr. Sudha has submitted a request for a Change of Zoning from an “NU”-Non-Urban District to an “R-3”- Residence District. The request pertains to a 0.99-acre parcel located at the northwest corner of the intersection of Clayton Road and Straub Lane.

A Public Hearing was held for this petition at the November 23, 2020 Planning Commission meeting. That same evening, the Planning Commission approved a motion to amend the proposed zoning district to “R-2” – Residence District before passing a motion to approve the Change of Zoning by a vote of 9 to 0.

On December 10, 2020, the Planning and Public Works Committee motioned to accept the Planning Commission’s recommendation to change the zoning district to the “R-2”—Residence District and forward this project to City Council with a recommendation for approval, which passed by a vote of 4 to 0.

Attached to this report, please find a copy of the November 23, 2020 Staff Report, Survey and Tree Stand Delineation.

Attachments: November 23, 2020 Staff Report
Survey
Tree Stand Delineation



Figure 1: Subject Site Aerial

BILL NO. 3327

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF THE “NU” NON-URBAN DISTRICT TO THE “R-2” RESIDENCE DISTRICT FOR A 0.99-ACRE TRACT OF LAND LOCATED AT 14685 CLAYTON ROAD, NORTHWEST OF THE INTERSECTION OF CLAYTON ROAD AND STRAUB ROAD (P.Z. 08-2020 {SUDHA} 21R441513).

WHEREAS, the petitioner, Sudha Srinivas Anne, has requested a change in zoning from the “NU” Non-Urban District to the “R-3” Residence District for a 0.99-acre tract of land located at 14685 Clayton Road, northwest of the intersection of Clayton Road and Straub Road; and,

WHEREAS, a Public Hearing was held before the Planning Commission on November 23, 2020; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning; with the motion to amend the zoning district from the “R-3” Residence District to the “R-2” Residence District; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, accepted the Planning Commission’s recommendation to change the zoning district from the “R-3” Residence District to the “R-2” Residence District and recommended approval of the change of zoning; and,

WHEREAS, the City Council, having considered said request voted to approve the change of zoning request.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing an “R-2” Residence District for a 0.99-acre tract of land located at 14685 Clayton Road and as described as follows:

A tract of land being part of Lot 5 of Ridgedale Acres, a subdivision recorded in Plat Book 98, Page 3 of the St. Louis County, Missouri Records.

Beginning at a found iron rod with cap on the southeast corner of a tract of land conveyed to Michael & Susan Daigle per the instrument recorded in deed book 15108 at page 1432 of the St. Louis County Records; thence along the east line of said Daigle tract North 64 degrees 23 minutes 06 seconds west, a distance of 246.41 feet to a found iron rod at the northwest corner of Lot 5 of Ridgedale Acres, a subdivision recorded in Plat Book 98, Page 3 of the St. Louis County Records; thence along the north line of said Lot 5 North 57 degrees 48 minutes 55 seconds East, a distance of 274.63 feet to a set iron rod with cap on the East line of Straub Road (20 feet wide Private); thence along the East line of said Straub Road South 32 degrees 45 minutes 05 seconds East, a distance of 189.34 feet to a set iron rod with cap to a point on the Northern line of Clayton Road (variable width public); thence continuing along said Northern Line of Clayton Road the following courses and distances: thence South 57 degrees 14 minutes 55" West, a distance of 20.00'; thence South 08 degrees 07 minutes 54 seconds West, a distance of 15.26 feet; thence South 48 degrees 47 minutes 55 seconds West, 56.45 feet; thence south 59 degrees 15 minutes 22 seconds West, 59.59 feet to the Point of Beginning, containing 43,157 square feet or 0.99 acres, more or less.

Section 2. The preliminary approval, pursuant to the City of Chesterfield Unified Development Code is granted, subject to all of the ordinances, rules and regulations.

Section 3. The City Council, pursuant to the petition filed by Sudha Srinivas Anne in P.Z. 08-2020, requesting the amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 23rd day of November 2020, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

Section 4. This ordinance and the requirements thereof are exempt from the warning and summons for violations as set out in Article 8 of the City of Chesterfield Unified Development Code.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2021

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 01/04/2021



IV.B. VIII.B.

690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

Planning Commission Staff Report

Project Type: Change of Zoning

Meeting Date: November 23, 2020 

From: Chris Dietz, Planner

Location: 14685 Clayton Rd.

Description: **P.Z. 08-2020 Straub Lane Estates (14685 Clayton Road):** A request for a change in zoning from 'NU' Non-Urban District to 'R-3' Residence District for an undeveloped 0.90-acre tract of land on the north side of Clayton Road, west of Straub Lane. (21R441513).

PROPOSAL SUMMARY

Mr. Sudha has submitted a request for a Change of Zoning from a "NU"-Non-Urban District to an "R-3"-Residence District. The request pertains to a 0.9-acre parcel located at the northwest corner of the intersection of Clayton Road and Straub Lane. Future improvements would require approval of a Preliminary Plat, Improvement Plans, and MZAs to verify compliance with all requirements.



Figure 1: Subject Site

HISTORY OF SUBJECT SITE

This site was zoned “NU”-Non-Urban by St. Louis County prior to its incorporation into the City of Chesterfield. In 2005, a petition was filed to change the zoning of the property from “NU” to “R-5” Residence District with a Planned Environmental Unit procedure to accommodate six (6) attached single-family units. The project was subsequently changed to propose two (2) detached single-family units but was ultimately withdrawn. A demolition permit was issued in 2018 to clear the existing house on the site to accommodate the construction of a new single-family home. A Municipal Zoning Approval application was submitted shortly thereafter but was eventually denied due to inactivity by the applicant.

LAND USE AND ZONING

The land use and zoning for the properties surrounding the subject site are as follows:

Direction	Zoning	Land Use
North	“R-5”/PEU—Residence District (Planned Environmental Unit)	Single-Family Residential
South	(City of Ballwin)	Single-Family Residential
East	“NU”—Non-Urban	Educational (High School)
West	“E-1AC” —Estate District	Office

Table 1: “R-3” Surrounding Zoning and Land Use

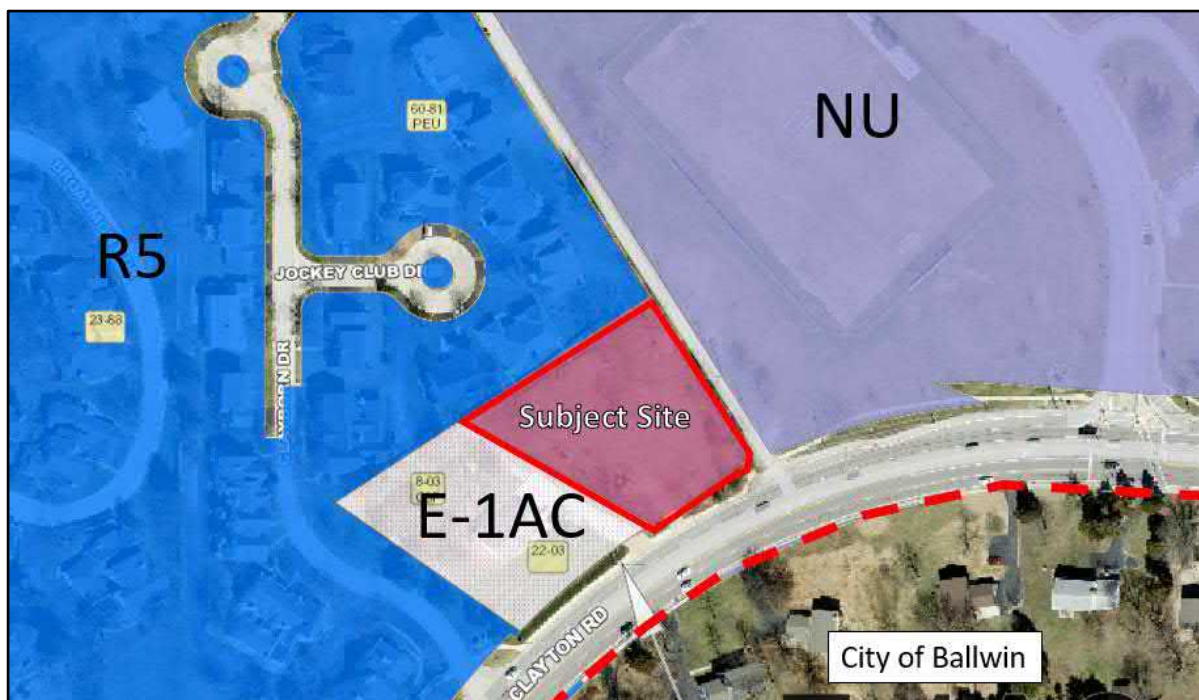


Figure 2: Zoning Map

COMPREHENSIVE PLAN

The City's Comprehensive Plan designates this site as Suburban Neighborhood, which is characterized primarily by single-family residential use. The image below depicts the site's location in context of the Comprehensive Plan's Land Use Plan:



Figure 3: Land Use Map

DISTRICT INFORMATION

In accordance with City Code, no preliminary plan or "Attachment A" language will be required as this zoning request is for a change to a "straight" (conventional) zoning district. Development criteria for this zoning district require each single-family lot to be at least 10,000 square feet in area with the minimum lot width determined by the size of the lot. Permitted uses will be those established under the "R-3" Residence District that do not require more than 0.90 acres in the City of Chesterfield's Unified Development Code, as shown below:

Use	Minimum Lot Area
Dwelling, Single-Family	10,000 square feet
Day-care Center	30,000 square feet
Group Home	15,000 square feet
Nursery School	15,000 square feet
Public Utility Facility	10,000 square feet

Table 2: Permitted Uses

Structure setbacks for this "R-3" District are defined in the table below:

Front (from right-of-way)	Side (from property line)	Rear (from property line)
20'	8'	15'

Table 3: Structure Setbacks

REQUEST

A Public Hearing further addressing the request will be held at the November 23, 2020 City of Chesterfield Planning Commission meeting. After the completion of the Public Hearing portion of the meeting, Planning Commission may choose to vote on this item if it has no outstanding issues with the request. After the vote is taken by the Planning Commission, this project will be presented before the Planning and Public Works Committee for a recommendation to City Council. Attached please find a copy of the Public Hearing Notice, Survey, and Tree Stand Delineation for further consideration.

Attachments: Public Hearing Notice
 Survey
 Tree Stand Delineation



NOTICE OF PUBLIC HEARING CITY OF CHESTERFIELD PLANNING COMMISSION

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Chesterfield will hold a Public Hearing on November 23, 2020 at 7:00 p.m. Due to the recommendations of the President, the Governor, and the CDC, the meeting will be conducted virtually at <https://zoom.us/j/93803827652> or call in at (312) 626-6799 and enter meeting ID 938 0382 7652.

Said Hearing will be as follows:

P.Z. 08-2020 Straub Lane Estates (14685 Clayton Road): A request for a change in zoning from 'NU' Non-Urban District to 'R-3' Residence District for an undeveloped 0.90-acre tract of land on the north side of Clayton Road, west of Straub Lane. (21R441513).

PROPERTY DESCRIPTION

A tract of land being part of Lot 5 of Ridgedale Acres, a subdivision recorded in Plat Book 98, Page 3 of the St. Louis County, Missouri Records.

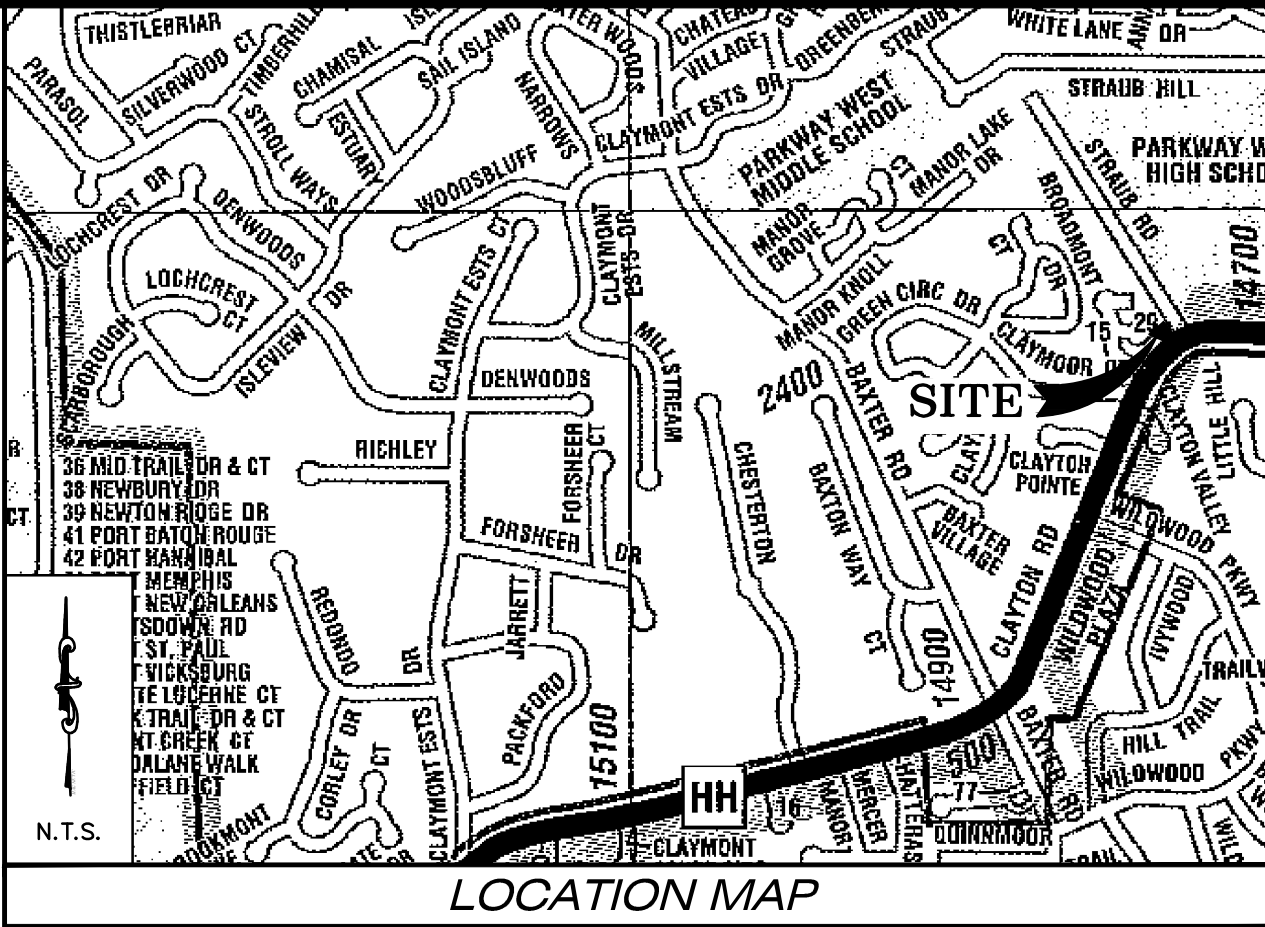
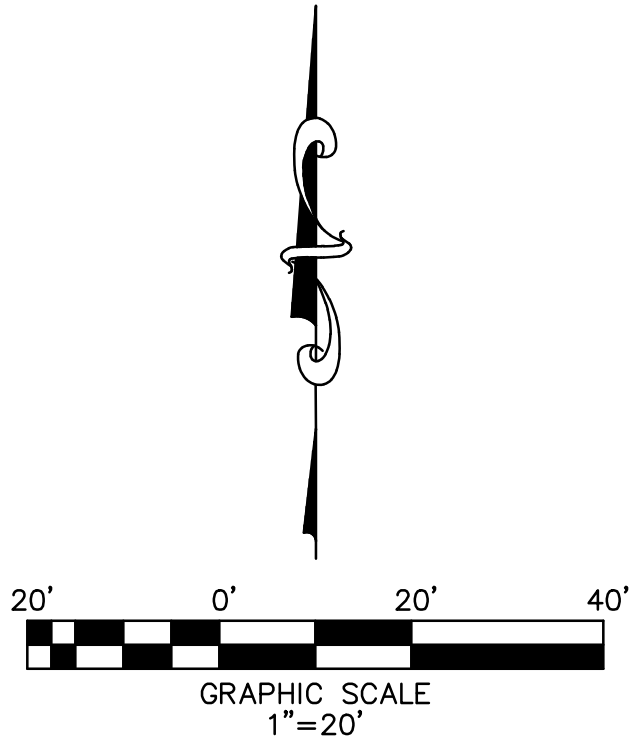


City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Information on this Public Hearing may be found on the City's website at <http://www.chesterfield.mo.us/public-notice.html> or by contacting Planner Chris Dietz at 636.537.4745 or via e-mail at cdietz@chesterfield.mo.us. All interested parties will be given an opportunity to be heard at the Public Hearing.



A PROPERTY SURVEY FOR
14685 CLAYTON ROAD
A TRACT OF LAND BEING PART OF LOT 5 OF
RIDGEDALE ACRES, P.B. 98, PG. 3
SEC. 23, TOWNSHIP 45 NORTH, RANGE 4 EAST,
ST. LOUIS COUNTY, MISSOURI



JOCKEY CLUB DRIVE
(40'W, PRIVATE)

LOT 17
N/F
FAHRETTIN
SACAKLI
22789/314
LOC. NO. 21R441641
(ZONING: R-5)

LOT 18
N/F
LORNA K.
& PAUL D.
HOLMES
15454/2696
LOC. NO. 21R441632
(ZONING: R-5)

LOT 19
N/F
JOHN A. FINLEY
REVOCABLE TRUST
20612/2309
LOC. NO. 21R441797
(ZONING: R-5)

N/F
MARY FRANCES
BYRNE
19921/2173
LOC. NO. 21R441348
(ZONING: R-5)

CONDOMINIUM PLAT OF
WHITE GATE FARMS
P.B. 269, PG. 77

WHITE GATE
FARMS ESTATES
P.B. 314, PG. 17

**SUBJECT
PARCEL**
43,157 SQ. FT.
OR 0.99 ACRES±
(VACANT)

BOUNDARY ADJUSTMENT
PLAT OF RIDGEDALE
ACRES LOTS 3 & 4
P.B. 245, PG. 15

LOT 4
N/F
MICHAEL
& SUSAN DAIGLE
15108/1432
LOC. NO. 21R441504
(ZONING: E-1AC)

N/F
PARKWAY
SCHOOL
DISTRICT
6313/203
LOC. NO. 20R210046
(ZONING: RD)

DEVELOPMENT NOTES:

- Site Address:
14685 Clayton Road
Chesterfield, MO 63011
Loc. No. 21R441513
- Owner Information:
ACP Realty, LLC
633 Stone Briar Drive
O'Fallon, IL 62269
Phone: 618-799-0035
Doc#2020072700301
- Area of Tract: 43,157 Square Feet or 0.99 Acres, more or less.
- Present Zoning: "NU" Non-Urban District (Chesterfield)

"NU" Non-Urban District Dimensional Requirements
Front Yard Setback: 50 Feet
Side Yard Setback: 20 Feet
Rear Yard Setback: 20 Feet
- Proposed Zoning: "R-2" Residential District (Chesterfield)

"R-2" Residential District Dimensional Requirements
Front Yard Setback: 25 Feet
Side Yard Setback: 10 Feet
Rear Yard Setback: 15 Feet
Minimum Lot Area: 15,000 Sq.Ft. (Single Family Dwelling)
- According to the FIRM Flood Insurance Rate Map 29189C0281 K Dated February 4, 2015, this development is located in Zone X Unshaded, Areas determined to be outside the 0.2% chance annual floodplain.
- Utility Provider Districts:

Water:	Missouri American Water	Situs Served
Sewer:	MSD (Upon Approval)	Yes
Telephone:	AT&T	Yes
Gas:	Spire	Yes
Electric:	Ameren UE	Yes
Fire District:	Metro West	
School District:	Parkway	
- Easements shown hereon are per the original boundary and improvement survey performed by THD Design Group on January 17, 2017.
- The boundary information shown hereon is per the boundary and improvement survey performed by THD Design Group on January 17, 2017 and depict the conditions found at the time of this survey performed on September 11, 2020.
- This is not a Missouri Standard Urban Property Boundary Survey.

LAND DESCRIPTION: (per original survey)

A tract of land being Lot 5 of Ridgedale Acres, a subdivision recorded in Plat Book 98, Page 3 of the St. Louis County, Missouri Records.

Excepting therefrom that parcel of ground conveyed to the State of Missouri by the instrument recorded in Deed Book 9219 at Page 685 of the St. Louis County, Missouri Records.

LAND DESCRIPTION: (metes and bounds)

A tract of land being part of Lot 5 of Ridgedale Acres, a subdivision recorded in Plat Book 98, Page 3 of the St. Louis County, Missouri Records.

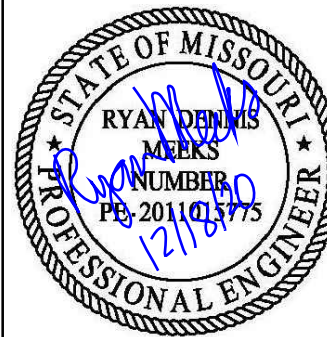
Beginning at a found iron rod with cap on the southeast corner of a tract of land conveyed to Michael & Susan Daigle per the instrument recorded in deed book 15108 at page 1432 of the St. Louis County Records; thence along the east line of said Daigle tract North 64 degrees 23 minutes 06 seconds west, a distance of 246.41 feet to a found iron rod at the northwest corner of Lot 5 of Ridgedale Acres, a subdivision recorded in Plat Book 98, Page 3 of the St. Louis County Records; thence along the north line of said Lot 5 North 57 degrees 48 minutes 55 seconds East, a distance of 274.63 feet to a set iron rod with cap on the East line of Straub Road (20 feet wide Private); thence along the East line of said Straub Road South 32 degrees 45 minutes 05 seconds East, a distance of 189.34 feet to a set iron rod with cap to a point on the Northern line of Clayton Road (variable width public); thence continuing along said Northern Line of Clayton Road the following courses and distances: thence South 57 degrees 14 minutes 55" West, a distance of 20.00'; thence South 08 degrees 07 minutes 54 seconds West, a distance of 15.26 feet; thence South 48 degrees 47 minutes 55 seconds West, 56.45 feet; thence south 59 degrees 15 minutes 22 seconds West, 59.59 feet to the Point of Beginning, containing 43,157 square feet or 0.99 acres, more or less.

SYMBOL LEGEND

- | | |
|------------------|----------------|
| * FOUND CROSS | ● SET IRON ROD |
| ○ FOUND IRON ROD | ⊕ BENCHMARK |

THD DESIGN GROUP, INC.
"your solution for engineering and surveying"

A PROPERTY SURVEY FOR
14685 CLAYTON ROAD
A TRACT OF LAND BEING PART OF LOT 5 OF
RIDGEDALE ACRES, P.B. 98, PG. 3
SEC. 23, TOWNSHIP 45 NORTH, RANGE 4 EAST,
ST. LOUIS COUNTY, MISSOURI



Date: Dec 18, 2020
Ryan D. Meeks
License No. PE-2011015775
Civil Engineer

PROJECT NUMBER: 17-0071

DATE: 12/18/2020

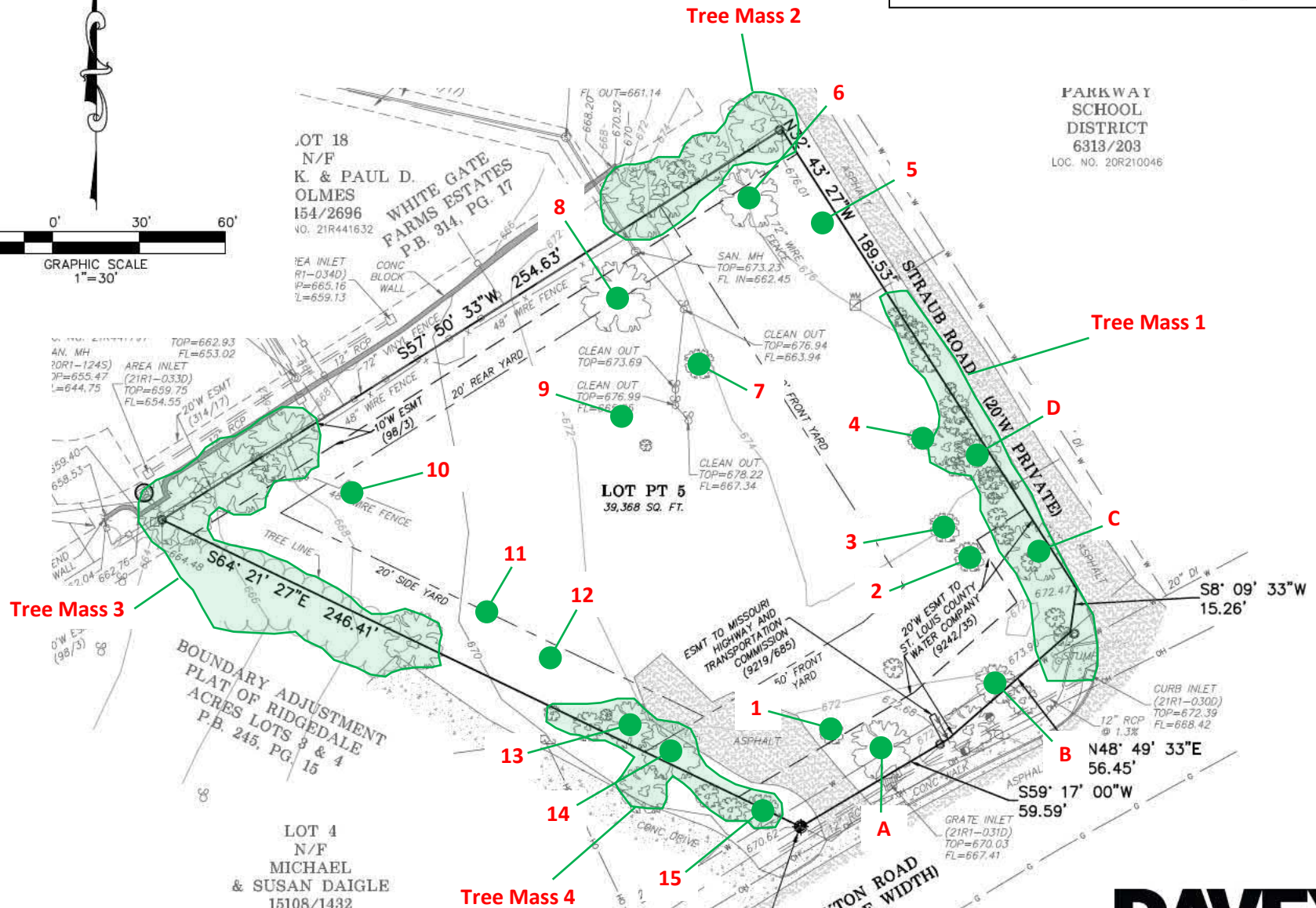
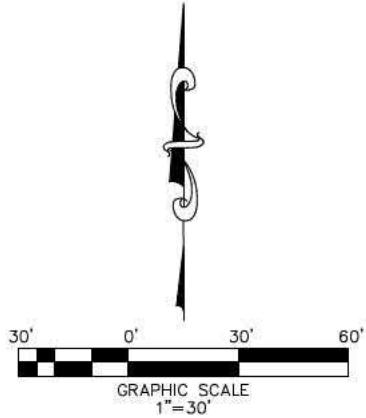
DRAWN BY: MLP

Sudha S. Anne – Tree Stand Delineation / Tree Inventory

14685 Clayton Road Chesterfield, MO 63017

Data Collected on October 5, 2020

And B



PARKWAY
SCHOOL
DISTRICT
6313/203
LOC. NO. 20R210046





Tree #	Species	Common Name	DBH	Condition Rating	Monarch Tree	Notes
1	<i>Ginkgo biloba</i>	Ginkgo	11"	Fair	No	
2	<i>Ilex opaca</i>	American holly	14"	Fair	No	Basal wounding
3	<i>Sassafras albidum</i>	Sassafras	9"	Fair	No	Basal wounding
4	<i>Fraxinus americana</i>	White ash	8"	Fair	No	EAB susceptibility
5	<i>Liquidambar styraciflua</i>	Sweetgum	5"	Fair	No	Rock fill soils over root collar
6	<i>Acer saccharinum</i>	Silver maple	28"	Fair	Yes	Multi-stemmed codominant
7	<i>Liriodendron tulipifera</i>	Tuliptree	17"	Dead	No	Removal
8	<i>Morus spp.</i>	Mulberry	14"	Dead	No	Codominant, removal
9	<i>Magnolia x soulangiana</i>	Saucer magnolia	20"	Fair	Yes	3-stem codominant, large Magnolia
10	<i>Ulmus spp.</i>	Elm	16"	Dead	No	Removal
11	<i>Picea glauca</i>	White spruce	4"	Fair	No	
12	<i>Picea glauca</i>	White spruce	3"	Fair	No	
13	<i>Nyssa sylvatica</i>	Blackgum	18"	Fair	No	
14	<i>Fraxinus americana</i>	White ash	20"	Fair	Yes	EAB susceptibility
15	<i>Quercus macrocarpa</i>	Bur oak	14"	Fair	No	Overhead powerline conflict
A	<i>Betula nigra</i>	River birch	18"	Poor	No	Removal
B	<i>Pyrus calleryana</i>	Callery pear	10"	Fair	No	Invasive species, removal
C	<i>Celtis occidentalis</i>	Hackberry	26"	Fair	Yes	Poor powerline pruning
D	<i>Celtis occidentalis</i>	Hackberry	22"	Fair	Yes	

Tree Mass 1	Mostly elm, ash, sassafras, and hackberry in the 6"-10" DBH size class. Some small white pine (<i>Pinus strobus</i>) noted on the south end of the grouping.
Tree Mass 2	Honeysuckle, grapevine, and dead snags. Nothing of significance.
Tree Mass 3	Honeysuckle and grapevine - heavy infestation. Elm and silver maple on the adjacent property.
Tree Mass 4	Black cherry, blackgum, white ash, hackberry, and a honeysuckle understory. All trees, unless noted above, are less than 12" DBH.

General Observations:	The tree population on this property is comprised of mostly native species and is relatively diverse in species and size class. The overall condition is "Fair" - nothing was noted to be in "Good" or better condition. Most of the tree masses should be able to be retained in the event this land is developed, as they are thin and along the property boundary only. Any honeysuckle and grape within the property boundary should be eradicated before the tree masses are entirely engulfed. Though 5 "Monarch" trees were noted, none of them fit significant criteria based on the City definition except size.
------------------------------	---

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember McGuinness

Vice-Chair: Councilmember Moore

The Finance and Administration Committee met on November 30th, and has the following action items scheduled on the agenda for this meeting.

Public Policy – Policy Statement

At the November 30th meeting of the Finance and Administration Committee, the committee directed City Attorney Graville and Staff to collaborate and draft a policy to address the use of municipal resources for third party benefits, and the public purpose issues associated therewith. Further, the Committee specifically requested that this policy be presented to City Council at the January 4th, 2021 meeting. Since receiving that direction, City Attorney Graville and Staff have worked together on this issue and have prepared an initial draft, which all parties agree still requires substantial review and editing. As such, I request and recommend that City Council delay any review of this policy until such time as it has been thoroughly reviewed, edited, updated, and returned to City Council for consideration. The policy in its current form is simply not ready for consideration or implementation.

NEXT MEETING

The next meeting of the Finance and Administration Committee has not yet been scheduled.

If you have any questions or require additional information, please contact Finance Director Jeannette Kelly or me prior to Monday's meeting.



Finance and Administration Committee Record of Proceeding November 30, 2020

The Finance and Administration Committee met virtually via zoom on Monday, November 30, 2020. Those in attendance included: Chairperson Barb McGuinness, Ward I; Council Committee Member Mary Ann Mastorakos, Ward II; Council Committee Member Michael Moore, Ward III; Council Committee Member Tom DeCampi, Ward IV; and Finance Director Jeannette Kelly. Those also in attendance included: Mayor Bob Nation, Councilmember Mary Monachella, Councilmember Dan Hurt, Councilmember Ben Keathley, City Administrator Mike Geisel, Administrative Assistant to the City Administrator/Deputy City Clerk Amanda Miller and Director of Planning Justin Wyse.

Chairperson Barb McGuinness called the meeting to order at 4:00 p.m.

Approval of Minutes

The minutes of the October 27, 2020 Finance and Administration Meeting of the Whole were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember McGuinness to approve the October 27, 2020 Finance and Administration Meeting of the Whole minutes. A vote was taken with a unanimous affirmative result and the motion was declared passed.

Preliminary Funding Agreement

Councilmember McGuinness discussed the preliminary funding agreement. This agreement obligates the petitioner to make an initial deposit of \$17,000 and cover any/all costs to review their portion on their behalf. Councilmember McGuinness stated that it should not be the responsibility of the tax payers to pay this cost. Discussion ensued.

Councilmember Moore made a motion to approve the agreement with Wildhorse for the legal assistance associated with any pending CIDs. Mr. Geisel clarified that this is unrelated to any vote on the actual specific CID petition, as this is just to approve the funding agreement for the petitioner to pay the City's legal costs. The motion died due to lack of a second.

Councilmember Moore made a motion, seconded by Councilmember McGuinness to approve the funding agreement with the purpose of paying our legal bills. Discussion ensued. A roll call vote was taken; Councilmember

DeCampi; Nay, Councilmember Moore; Aye, Councilmember Mastorakos; Nay, Councilmember McGuinness, Nay. The motion failed and the Preliminary Funding Agreement will not be forwarded to Council. Councilmember McGuinness wanted to let the petitioner know we need additional information.

Citizen of the Year Selection

City Administrator Mike Geisel reminded the committee that they had directed staff to prepare recommendations for updating the Citizen of the Year selection committee. The primary problem with the originally defined composition of this committee, was while it reflected appointments from the Council originally, there was not a mechanism to ensure that the membership was reflective of the elected officials on an ongoing basis. There was no mechanism to keep the membership up to date and current and to ensure they were representative of the current council. Further, the members of this committee were given very limited, singular direction and purpose. There was no ongoing purpose, engagement or interactivity with the City. Accordingly, the connection with the City, in awarding the annual Citizen of the Year, could become tenuous and disjointed. In order to create a committee that is continuously involved, engaged, and is perpetually refreshed, Mr. Geisel recommended that the selection committee be reconstituted primarily with members of active City Committees, as an adjunct assignment for the chair or their designee on an annual basis.

The following committee Chairs would be asked to serve, or to designate a committee member to serve on the Citizen of the Year Selection Committee to determine the annual award:

Planning Commission
Parks, Recreation and Arts Citizens Advisory Committee
Board of Adjustment
Architectural Review Board
Finance and Administration Citizens Advisory Committee
Police Personnel Board

In addition, to broaden the scope of potential nominees and encourage community involvement, the Mayor would nominate a member at large to the selection committee. Finally, the two, most recent available prior recipients of the Citizen of the Year Award would complete the committee, for a total of nine members.

Councilmember McGuinness made a motion, seconded by Councilmember Moore to approve the Citizen of the Year Selection Committee and forward to Council.

Councilmember Mastorakos made a motion, seconded by Councilmember McGuinness to amend the original motion by adding two additional representatives; one each from the Citizens Committee for the Environment and Chesterfield Historic Landmarks and Preservation Committee and forward

to Council. A vote was taken with a unanimous affirmative result and the motion was declared passed.

A vote was taken on the original motion to approve the Citizen of the year committee, as amended, with a unanimous affirmative result and the motion was declared passed.

Political Signs

Councilmember McGuinness recommended that the current restrictions relative to political signage be amended to clarify the intent of the requirement to remove the signs within a time period after the election.

Councilmember McGuinness made a motion, seconded by Councilmember Mastorakos to revise the City's Code to specify "signs to be removed seven days after the election period" and to draft an ordinance to go to Council. A vote was taken with a unanimous affirmative result and the motion was declared passed.

Adjournment

The meeting was adjourned at 6:00 p.m.

Respectfully submitted:

Jeannette Kelly
Finance Director

Amanda Miller
Deputy City Clerk

Approved: _____

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Ohley

Vice Chair: Councilmember Moore

The Parks, Recreation & Arts Committee met on Tuesday, December 1st, and has the following action items for the January 4, 2021 City Council meeting.

Chesterfield Family Aquatic Center – Operational Updates

The Parks, Recreation and Arts Committee recommended operational changes to the Aquatic Center for the 2021 season, including:

- Hours of operation (Once school starts in the fall, the pool schedule is to be adjusted by closing the facility Monday thru Thursday, but remaining open on Friday from 4 – 7 pm the two weeks prior to Labor Day). The City is simply unable to employ sufficient lifeguards to staff the pool as required after students return to school.
- Increase the daily admission rate \$1, due to the increased costs associated with minimum wage. Season pass costs will not be impacted.

Sponsors – Independent Contractor

The Parks, Recreation and Arts Committee unanimously endorsed the Department's recommendation to engage an Independent Contractor to assist in acquiring sponsorships on a contingency basis. A Roll Call Vote is required to authorize the Department to enter into an agreement for these services.

Resolution No. 466 - Municipal Planning Grant Application – Central Park

The Parks, Recreation and Arts Committee unanimously recommended that the City pursue a Planning Grant from the Municipal Parks Commission, in the amount of \$6,400, which would partially fund (Parks contribution of \$3,600) a contract for preliminary planning recommendations for the recently acquired ~8 acres adjacent to Central Park. The Planning Grant would fund efforts to solicit public input and develop conceptual programs, diagrams, and recommended best practices for the best use of this property prior to the development of plans and strategies requiring the expenditure of public funds. A Roll Call vote is required to authorize the Department to apply for the grant and subsequently authorize staff to enter into the professional services contract.

Budget Transfer – Logan Park Municipal Parks Grant

As you are aware, the City of Chesterfield was successful in seeking a Municipal Parks Grant which will reimburse up to \$525,000 of the Logan Park, phase one improvements, requiring a local share of \$218,000, resulting in a total estimated project cost of \$743,000. A budget adjustment is required, increasing 2021 expenditures by \$743,000 and grant revenues by \$525,000. Accordingly, per the Council's prior direction, a budgetary adjustment is requested, transferring \$743,000 from the Parks Fund – Fund Reserve, \$525,000 of which will be reimbursed after project completion. Jeannette Kelly, Finance Director, has indicated that the 12/31/2020 Parks Fund Reserve is estimated to be \$1,079,438.

It should be obvious that a transfer of \$743,000 results in a temporary Parks Fund balance of only \$336,438 until the reimbursement of \$525,000 is realized. This necessarily limits any significant use of Parks Fund Reserves in 2021, but this was planned during development of the 2021 budget document.

While no action is required, the Committee also discussed:

- Day Tripper Senior Bus program
- Recycle flyer information was presented at the Trustee Symposium and highlighted in the Fall/Winter Citizen
- Fireworks planned at the CVAC for 2021

NEXT MEETING

The next meeting of the Parks, Recreation and Arts Committee has not yet been scheduled.

If you have any questions or require additional information, please contact Parks, Recreation and Arts Director Thomas McCarthy or me prior to Monday's meeting.



PARKS, RECREATION AND ARTS COMMITTEE OF COUNCIL MEETING RESULTS

December 1, 2020

Chairperson Ohley called the meeting to order at 5:30 p.m.

Those in attendance included:

Councilmember Barbara McGuinness, Ward I
Councilmember, Ben Keathley, Ward II
Councilmember, Michael Moore, Ward III
Chairperson, Michelle Ohley, Ward IV

Also in attendance were:

Director of Parks, Recreation & Art, Tom McCarthy
Executive Assistant, Parks, Recreation & Arts, Ann-Marie Stagoski
Councilmember, Dan Hurt, Ward III
Councilmember MaryAnn Mastorakos, Ward II
Chair of Parks, Recreation & Arts Advisory Committee, Mike Whelan

Agenda Item #1: Approval of Minutes

The meeting results of the August 10, 2020 Parks, Recreation & Arts Committee of Council Meeting were submitted for approval. Councilmember Ohley made a motion, seconded by Councilmember Keithley to approve the meeting results. Councilmember McGuinness indicated that in Agenda Item #2, Councilmember Moore was appointed as Vice Chair to the Parks, Recreation & Arts Committee of Council. The motion was passed by a voice vote of 4 to 0 to approve the meeting results as corrected.

Agenda Item #2: Chesterfield Family Aquatic Center Updates

Director McCarthy explained that at the end of a pool season there is a shortage of lifeguards as they return to school. He is recommending that the pool hours be amended during the last two weeks of the season to remain open on Fridays from 4-7 p.m. and regular Sat and Sunday hours.

Councilmember Moore inquired to what extent would the senior population be affected by the weekday closure. Director McCarthy explained that a large percentage of seniors participate in the River Walk program which would remain open during the week as it only requires 2 guards to staff.

There was further discussion on the pay of lifeguards, recruiting, competition for guards, whether short Friday shifts would be a challenge to staff.

Additionally, Director McCarthy recommended an increase in the daily pass admission of \$1. There were questions on how much revenue the increase would generate, whether it should be increased to \$2 to be more consistent with surrounding pools. There was further discussion of the uncertainty on whether the pool would

be allowed to be open due to Covid, if it would open on time and if there would be a hesitancy to purchase pool passes due to the uncertainty.

Councilmember McGuinness moved to approve the recommendations presented. Councilmember Ohley seconded the motion. Councilmember Keathley was concerned that if we are not able to open on time that we may wish we had the 8 days of proposed closure at the end of the summer. Councilmember Ohley stated that we can always adjust hours later but a decision is needed at this time so hours of operation can be published. There being no further discussion, the motion was passed by a voice vote of 3 to 1 with Councilmember Keathley opposed.

Agenda Item #3: Independent Sponsorship

Director McCarthy explained that due to a trending decline in the ½ cent sales tax revenue the department was exploring other options for funding. He is proposing that we contract with an independent sales person to acquire sponsorships and compensate them based on dollar value of the sponsorships. They would be paid only after the funding is received at a rate of 15% for the first \$100,000 brought in during the first year and 20% for sponsorship dollars exceeding \$100,000. Although the department makes an effort to acquire sponsorships where it can, it wears many hats and hasn't been able to dedicate the resources to generate the income needed.

Councilmember Keathley moved to approve the recommendation. Councilmember Moore seconded the motion.

Councilmember McGuinness expressed concerns over what the sponsorships would look like. Director McCarthy stated that all large-scale proposals would come back to Council for approval. Smaller items such as signs to promote businesses are already being done. He further explained that businesses we currently have a relationship with would be excluded. Councilmember McGuinness requested that the City Attorney be consulted on whether this would be considered a bonus to a City employee.

Councilmember Moore expressed that he liked the idea but wondered what guardrails would be imposed and if there would be businesses we would not accept money from. Examples such as marijuana and tobacco were discussed and alcoholic products under the right circumstances (for instance, at a concert but not youth sports).

There was additional discussion about larger businesses in Chesterfield that could be turned to for sponsorships, whether we would accept "in kind" sponsorships, how we currently acquire sponsorships and whether the ability to produce sponsorships will be hindered by Covid.

There being no further discussion, the motion was passed by a voice vote of 3 to 1 with Councilmember Ohley opposed.

Agenda Item #4: Municipal Planning Grant Discussion for Central Park

Director McCarthy stated that a possibility of a grant exists to acquire funds to hire a consultant to help plan for the development of the eight acres recently acquired near Central Park. This would require the City to have some matching funds. The grant runs year-round and the idea has been vetted through the Parks, Recreation & Arts Advisory Committee.

In response to questions, Director McCarthy stated that the overall cost of the project is estimated to be \$9,000-\$10,000 minus the grant money received and the City currently has conceptual plans but doesn't want to miss opportunities. This expense is not currently in the 2021 budget.

Councilmember Keathley moved to approve the process of putting together the application and moving it forward to full council and Councilmember Moore seconded the motion. The motion was passed by a voice vote of 4 to 0.

Agenda Item #5: New Business

Councilmember McGuinness asked for an update of the trail connectivity issue. She further inquired about full time staff status, whether playgrounds are open, if personnel are furloughed. Director McCarthy stated that the playgrounds are open and we currently have 6 positions open.

Councilmember McGuinness inquired about what maintenance staff have been doing under the Covid conditions. Director McCarthy explained that they still maintain fields, mow, fertilize and aerate but they didn't drag them as often since games were limited. The department also maintains medians, is revamping manuals, beginning marketing for programs, painted the pool (which has historically been contracted out). Furthermore, half of the snow plowing staff are from Parks so they must stop what they're doing and focus efforts on snow plowing when inclement weather hits.

Councilmember McGuinness also asked about plans for fireworks in 2021. Director McCarthy stated that fireworks planning has begun and is slated to take place at the Chesterfield Valley Athletic Complex.

Director McCarthy stated that they haven't heard from Senator Koenig regarding the Day Tripper Bus program.

Agenda Item #6: Adjournment

There being no further business to discuss, Chairperson Ohley adjourned the meeting at 6:40 p.m.

Memorandum



To: Mike Geisel, City Administrator
From: Tom McCarthy
Date: 12/11/2020
Re: Chesterfield Family Aquatic Center Updates Council Vote and Direction

I would like to move the Chesterfield Family Aquatic Center Updates memo forward to Council with your approval for the January 4, 2021 agenda. The Aquatic Center Updates memo is attached and was discussed at our Parks, Recreation & Arts Citizens Advisory Committee meeting held on October 7, 2020. There was discussion and a voice vote taken with a unanimous vote to move this on to the Parks, Recreation & Arts Committee of Council for discussion and direction. Our Committee of Council meeting was held on December 1, 2020 and we discussed the recommendation, took a vote which passed 3-1 with Council member Ohley opposed. I would like to move this on to the full Council for discussion and direction.

If you would like to discuss this please let me know. If you are in favor of moving this forward at this time please sign the concurrence and date below, and I will make sure this gets forwarded to Vickie for the agenda packet.

Concurrence: _____

Mike Geisel, City Administrator

Date

For 1/4/2021 City Council
agenda. meyl

Memorandum

To: Mike Geisel, City Administrator

From: Tom McCarthy, Director of Parks, Recreation &

Date: September 10, 2020

Subject: Chesterfield Family Aquatic Center Updates



We continue to analyze the hours of operations and fee structure for the Aquatic Facility. Our current hours of operation are in line with the other municipalities. See chart below.

City	Monday - Thursday	Friday	Saturday	Sunday
Ballwin	11:30-7:30	11:30-9:30	11:30-7:30	11:30-7:30
Manchester	12:05-7:30	12:05-8:30	11-7:30	12-7:30
Des Peres	12-6	11-7:30	11-7:30	11-6
Ellisville	11:30-7:30	11:30-7:30	11:30-7:30	11:30-7:30
Chesterfield	12-7	12-7	12-6:30	12-6:30

The aquatic facility is currently scheduled to be open all 101 days of the pool season. However, each season we are forced to close the pool the last couple weeks of the season after the lifeguards return to school. We are required to staff the pool with a mandated level of lifeguards, or close if we are unable to provide the required number of guards. I am recommending that once school starts, that we adjust the pool schedule by closing facility the facility Monday – Thursday, but remain be open on Friday from 4-7:00 p.m.(two weeks prior to Labor Day).

Our staff is primarily comprised of high school and college age students. Our college age students head back to school the first week of August. Without the proper number of lifeguards, we risk trying to operate the Aquatic Facility at unsafe lifeguard levels. Our attendance numbers during this time frame are extremely low. We would also save a substantial amount of money (approximately \$10k) being closed during this time frame. I have provided information below from several of our neighboring municipalities pool hours once Parkway and Rockwood go back to school. Chesterfield recommended hours are highlighted below in red.

City	Monday - Thursday	Friday	Saturday	Sunday
Chesterfield	Closed	4-7:00pm	12-6:30	12-6:30

Ballwin	Closed	Closed	12-5:30	12-5:30
Manchester	Closed	4-8:30 – Comp pool only	11-7:30	11-7:30
Ellisville	Closed	4-7:30	11:30-7:30	11:30-7:30
Des Peres	Closed	Closed	11-7:30	11- 6

We need to adjust our daily admission rate to meet the increase costs associated with the minimum wage that continues to rise each year. Our fees are currently at:

Fees	Resident	Non-Resident
Child /Senior	\$5	\$8
Adult	\$6	\$8

Other municipalities fees in our area are as follows:

City	Fees	Resident	Non-Resident
Des Peres	Youth / Senior	\$7	\$10
	Adult	\$7	\$10
Ballwin	Youth / Senior	\$6	\$10
	Adult	\$7	\$10
O'Fallon	Youth / Senior	\$6	\$8
	Adult	\$8	\$10
St Charles	Youth / Senior	\$8.50	NA
	Adult	\$9.50	NA
Kirkwood	Everyone	\$6	\$10
Wentzville	Youth / Senior	\$6	\$8.50
	Adult	\$7	\$9.50

For 2021 aquatic season, we recommend increasing fees by \$1. We would still be in line with our competitors for daily admission. We will still have \$2 off admission after 5 p.m.

Fees	Resident	Non-Resident
Child /Senior	\$6	\$9
Adult	\$7	\$9

With your approval, I would like to move this forward to the Parks, Recreation & Arts Citizens Advisory Committee and then depending on how that goes move it on to the Parks, Recreation and Arts Committee of Council and with their approval/direction, on to Council.



PARKS, RECREATION AND ARTS COMMITTEE OF COUNCIL MEETING RESULTS December 1, 2020

Chairperson Ohley called the meeting to order at 5:30 p.m.

Those in attendance included:

Councilmember Barbara McGuinness, Ward I
Councilmember, Ben Keathley, Ward II
Councilmember, Michael Moore, Ward III
Chairperson, Michelle Ohley, Ward IV

Also in attendance were:

Director of Parks, Recreation & Art, Tom McCarthy
Executive Assistant, Parks, Recreation & Arts, Ann-Marie Stagoski
Councilmember, Dan Hurt, Ward III
Councilmember MaryAnn Mastorakos, Ward II
Chair of Parks, Recreation & Arts Advisory Committee, Mike Whelan

Agenda Item #1: Approval of Minutes

The meeting results of the August 10, 2020 Parks, Recreation & Arts Committee of Council Meeting were submitted for approval. Councilmember Ohley made a motion, seconded by Councilmember Keithley to approve the meeting results. Councilmember McGuinness indicated that in Agenda Item #2, Councilmember Moore was appointed as Vice Chair to the Parks, Recreation & Arts Committee of Council. The motion was passed by a voice vote of 4 to 0 to approve the meeting results as corrected.

Agenda Item #2: Chesterfield Family Aquatic Center Updates

Director McCarthy explained that at the end of a pool season there is a shortage of lifeguards as they return to school. He is recommending that the pool hours be amended during the last two weeks of the season to remain open on Fridays from 4-7 p.m. and regular Sat and Sunday hours.

Councilmember Moore inquired to what extent would the senior population be affected by the weekday closure. Director McCarthy explained that a large percentage of seniors participate in the River Walk program which would remain open during the week as it only requires 2 guards to staff.

There was further discussion on the pay of lifeguards, recruiting, competition for guards, whether short Friday shifts would be a challenge to staff.

Additionally, Director McCarthy recommended an increase in the daily pass admission of \$1. There were questions on how much revenue the increase would generate, whether it should be increased to \$2 to be more consistent with surrounding pools. There was further discussion of the uncertainty on whether the pool would

be allowed to be open due to Covid, if it would open on time and if there would be a hesitancy to purchase pool passes due to the uncertainty.

Councilmember McGuinness moved to approve the recommendations presented. Councilmember Ohley seconded the motion. Councilmember Keathley was concerned that if we are not able to open on time that we may wish we had the 8 days of proposed closure at the end of the summer. Councilmember Ohley stated that we can always adjust hours later but a decision is needed at this time so hours of operation can be published. There being no further discussion, the motion was passed by a voice vote of 3 to 1 with Councilmember Keathley opposed.

Agenda Item #3: Independent Sponsorship

Director McCarthy explained that due to a trending decline in the ½ cent sales tax revenue the department was exploring other options for funding. He is proposing that we contract with an independent sales person to acquire sponsorships and compensate them based on dollar value of the sponsorships. They would be paid only after the funding is received at a rate of 15% for the first \$100,000 brought in during the first year and 20% for sponsorship dollars exceeding \$100,000. Although the department makes an effort to acquire sponsorships where it can, it wears many hats and hasn't been able to dedicate the resources to generate the income needed.

Councilmember Keathley moved to approve the recommendation. Councilmember Moore seconded the motion.

Councilmember McGuinness expressed concerns over what the sponsorships would look like. Director McCarthy stated that all large-scale proposals would come back to Council for approval. Smaller items such as signs to promote businesses are already being done. He further explained that businesses we currently have a relationship with would be excluded. Councilmember McGuinness requested that the City Attorney be consulted on whether this would be considered a bonus to a City employee.

Councilmember Moore expressed that he liked the idea but wondered what guardrails would be imposed and if there would be businesses we would not accept money from. Examples such as marijuana and tobacco were discussed and alcoholic products under the right circumstances (for instance, at a concert but not youth sports).

There was additional discussion about larger businesses in Chesterfield that could be turned to for sponsorships, whether we would accept "in kind" sponsorships, how we currently acquire sponsorships and whether the ability to produce sponsorships will be hindered by Covid.

There being no further discussion, the motion was passed by a voice vote of 3 to 1 with Councilmember Ohley opposed.

Agenda Item #4: Municipal Planning Grant Discussion for Central Park

Director McCarthy stated that a possibility of a grant exists to acquire funds to hire a consultant to help plan for the development of the eight acres recently acquired near Central Park. This would require the City to have some matching funds. The grant runs year-round and the idea has been vetted through the Parks, Recreation & Arts Advisory Committee.

In response to questions, Director McCarthy stated that the overall cost of the project is estimated to be \$9,000-\$10,000 minus the grant money received and the City currently has conceptual plans but doesn't want to miss opportunities. This expense is not currently in the 2021 budget.

Councilmember Keathley moved to approve the process of putting together the application and moving it forward to full council and Councilmember Moore seconded the motion. The motion was passed by a voice vote of 4 to 0.

Agenda Item #5: New Business

Councilmember McGuinness asked for an update of the trail connectivity issue. She further inquired about full time staff status, whether playgrounds are open, if personnel are furloughed. Director McCarthy stated that the playgrounds are open and we currently have 6 positions open.

Councilmember McGuinness inquired about what maintenance staff have been doing under the Covid conditions. Director McCarthy explained that they still maintain fields, mow, fertilize and aerate but they didn't drag them as often since games were limited. The department also maintains medians, is revamping manuals, beginning marketing for programs, painted the pool (which has historically been contracted out). Furthermore, half of the snow plowing staff are from Parks so they must stop what they're doing and focus efforts on snow plowing when inclement weather hits.

Councilmember McGuinness also asked about plans for fireworks in 2021. Director McCarthy stated that fireworks planning has begun and is slated to take place at the Chesterfield Valley Athletic Complex.

Director McCarthy stated that they haven't heard from Senator Koenig regarding the Day Tripper Bus program.

Agenda Item #6: Adjournment

There being no further business to discuss, Chairperson Ohley adjourned the meeting at 6:40 p.m.



PRACAC Meeting Results

Wednesday, October 7, 2020 6:30 p.m.

Chesterfield Athletic Complex Pavilion F

Attendees: Tom McCarthy, Parks, Recreation and Arts Director, Mike Whelan (Chair, Ward III), Gary Stein (Ward I), Laura Schellenberg (Ward I), Alan Politte (Ward III), Eileen Sellers (Ward II), Barbara Briggs (Ward II), John Davis (Ward II), Bill Blankenship (Ward II), Kathryn Wintermann (Ward III), Don Collins (Ward IV) and Jim Pisoni (Ward IV).

1. Approval of July 22, 2020 Meeting Results

- a. Tom McCarthy moved to amend the prior meeting minutes with one correction, Mike Whelan seconded.
- b. Committee Members present unanimously approved the motion.

2. Municipal Planning Grant Opportunities for 2021

The Central Park grant is scheduled for approval in November followed by requests for bid proposals. The 8 acres under consideration consist of one large field east of the Central Park amphitheater and Veteran's Drive and 2 smaller parcels on either side of the main field. The Chesterfield City Council will ultimately determine use of the property. Input is welcome and suggestions will be considered.

- a. Laura Schellenberg entered a motion to vote on the planned purchase of 8 acres, seconded by Don Collins.
- b. Committee Members present unanimously approved the motion.
- c. Additional grant options for consideration
 - i. Construction grant – the City has applied for the construction grant for Logan Park
 - ii. Planning grant – application has not been finalized for Central Park Additional Property
 - iii. \$6,400 is the maximum Planning grant award. Of that total, the City would be required to contribute the remaining fee for the consultant would have to come from the Parks Reserve Fund. The grant is available to pay a consultant who will generate conceptual ideas and related schematic drawings to improve Central Park. Park amenities, lighting options, landscaping, traffic flow and water features are examples of the conceptual ideas the consultant would recommend.

3. Day Tripper Bus Program Update

- a. Due to the retirement of the lead advocate for this inter-municipality project, the Ballwin City Administrator, the project has been placed "on hold." The future of this program is unknown at this time.

4. Chesterfield Family Aquatic Center Proposals

- a. The pool was closed for the entire 2020 swim season due to COVID. Closure has increased the deficit normally incurred to run the pool.

- b. Director McCarthy submitted two proposals. The proposals will become effective for the 2021 swim season.
 - i. Revise the pool hours of operation for the final two weeks in August.
 - a) Currently the Chesterfield pool is open full-time for 101 days of the pool season ending on Labor Day.
 - b) During those final two weeks, the proposed plan is to close the pool Monday – Thursday and open the pool on Fridays between noon and 7:00 p.m. and on Saturdays and Sundays between noon and 6:30 p.m. This revision will reduce operating expenses during the annual lull in pool attendance. The proposal will also relieve the Department of an administrative burden of recruiting lifeguards, primarily high school and college students, after those students have returned to school.
 - ii. Increase pool admission by \$1.00 per person. Comparisons with similar West County aquatic centers in Des Peres, Ballwin, O’Fallon, St. Charles, Kirkwood and Wentzville were provided to the Committee Members.
 - a) Proposed Chesterfield Resident child/senior fees would increase from \$5 to \$6, adult admission would increase from \$6 to \$7. Non-Residents would pay \$9 in both categories, an increase from \$8. The City would retain the former \$2 discount off admission after 5 p.m.
 - b) Comparative admission with other municipal pools ranged between \$6 and \$9.50 for Residents, \$8 to \$10 for Non-Residents.
- c. Eileen Sellers entered a motion to vote on proposals for the Family Aquatic Center’s revised operation hours and admission fee increases. Laura Schellenberg seconded the motion.
- d. Committee Members present unanimously approved the motion.
- 5. Independent Sponsorship Sales Potential Proposal
 - a. The Director mentioned the City of Chesterfield Parks Department budget deficit increased substantially during 2020 due to COVID related cutbacks in seasonal revenue producing events.
 - b. It was determined that one method to generate additional revenue during 2021 and beyond would be to acquire corporate or business sponsors for events such as outdoor music performances and athletic events.
 - c. The Director proposed contracting with an independent sales consultant who specializes in pairing potential event sponsors with city governments. These consultants project revenue they can generate and require a fee of 15% for signing up to \$100,000 in sponsorships and 20% for revenue generated above \$100,000. The City would oversee signing the potential sponsors and reject those not suitable for family events. The City would also approve sponsor signage and other marketing material in connection with the sponsored events.
 - d. Laura Schellenberg moved to vote on the proposed plan to hire a consultant who specializes in civic sponsorship fund raising. Jim Pisoni seconded the motion.
 - e. Committed Members present unanimously approved the motion.
- 6. Trails and Connectivity Follow-up

- a. One Committee member obtained permission from Ascension Church to install sidewalks along Church property. 4 residents formed a subcommittee that identified areas throughout the City in need of improvement. Subcommittee proposals were escalated to the City Council for evaluation. No vote was taken on the suggestions. The Director reminded the Committee that as land is developed sidewalks will be installed. This will be true for the Mall development as well.
- 7. Parks, Recreation and Arts Updates**
- a. 10 Parks and Recreation Department maintenance workers furloughed due to the COVID pandemic are scheduled for rehire in January 2021. 5 of the 10 employees found other opportunities and declined to return. During Budget Workshop #1 the Department submitted a request for 2 additional employees. The City Council approved 1 additional position, the second requisition is pending.
 - b. Budget update – the Parks and Recreation Department’s budget decreased by approximately \$2.5 million following COVID required closure of revenue generating activity during the spring and summer. To counter this decrease the division has taken active steps to maintain a solid financial outlook.
 - c. Trunk, Tricks and Treats is scheduled to occur October 17 on the Township Office grounds. The Department expects up to 550 participants to participate.
 - d. Recycle Day is on target to occur November 9 – 12. The recycling event will accept products for shredding and will recycle electronics such as computers.
 - e. Senior activities such as seminars and educational talks are on-going, held outdoors according to CDC protocols.
 - f. Department Administrators are in process of scheduling activities such as outdoor concerts and other activities for the 2021 season, which is expected to be robust.
 - g. The fall season Sports and Wellness sessions have been cancelled.
- 8. No Unfinished Business**
- 9. No New Business**
- 10. Meeting adjourned at 7:30 p.m.**

Memorandum



To: Mike Geisel, City Administrator
From: Tom McCarthy *to*
Director of Parks, Recreation and Arts
Date: 12/11/2020
Re: Independent Sponsorship for Council Vote and Direction

I would like to move the discussion on Independent Sponsorship forward to Council with your approval for the January 4, 2021 agenda. The Independent Sponsorship memo which is attached was discussed at our Parks, Recreation & Arts Citizens Advisory Committee meeting held on October 7, 2020. There was ample discussion and a voice vote taken with a unanimous vote to move this on to the Parks, Recreation & Arts Committee of Council for discussion and direction. At our meeting held with the Committee of Council on December 1, 2020 we discussed the recommendation to move this on to the full Council for discussion and approval to hire an Independent Sponsorship Sales Representative and took a vote which passed 4-0.

If you would like to discuss this please let me know. If you are in favor of moving this forward at this time please sign the concurrence and date below, and I will make sure this gets forwarded to Vickie for the agenda packet.

Concurrence: _____

Mike Geisel
Mike Geisel, City Administrator

Date

*For 1/4/2021 City Council
meeting agenda.
mor*



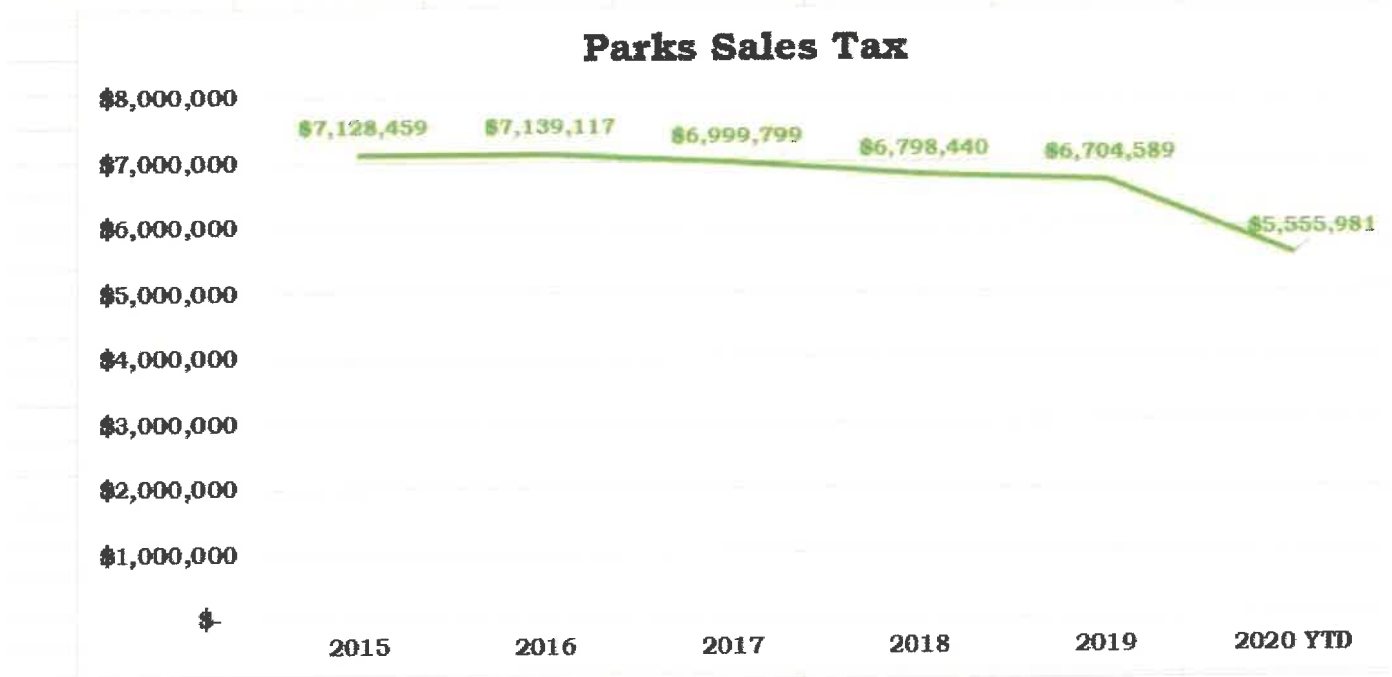
Memorandum

To: Mike Geisel, City Administrator
Jeannette Kelly, Finance Director
From: Tom McCarthy,
Director of Parks, Recreation & Arts
Date: 11/5/2020
Re: Independent Sponsorship

As you are aware, we have had a serious decline of our ½ cent sales tax this year and over the past five previous years. As we continue to strive to deliver exceptional facilities, programs, events and top tier Parks, Recreation and Arts experiences to the residents of Chesterfield we have slowly had to find dollars in our budget to keep all these things running and in good repair. The graph below was prepared outlining our parks revenue decline over the past few years by our Finance director Jeannette Kelly.

Sales Tax Revenues

	2015	2016	2017	2018	2019	2020 YTD
Parks Sales Tax	\$ 7,128,459	\$ 7,139,117	\$ 6,999,799	\$ 6,798,440	\$ 6,704,589	\$ 5,555,981



The option we feel which would afford us the best opportunity to raise additional funds is to contractually hire an independent Sponsorship Sales Representative on a contingency fee basis. We have dealt with individuals in similar positions when we worked with Taste St. Louis, Pedal the Cause and some of our other large festivals over the years. The City's 25th anniversary is another example of doing this in the past. The birthday celebration generated substantial funds was done by working closely with several key employees and a

25th birthday group of past strategic elected officials. We feel that the right person representing the Parks, Recreation and Arts Department on a percentage of sales basis with no guarantees, monthly fees or health benefits could most likely generate in the neighborhood of \$100,000 in the first year and potentially \$150,000 or more as the program gets off the ground. We have researched the going rate for one of these professional individuals and they typically receive 15%-20% starting with a bonus when they reach a certain dollar amount raised. We are thinking that we can get someone at a contingent 15% rate and if they reach the \$100,000 level, their rate would increase to 20% on everything over \$100,000.. There are some businesses and vendors which we have current agreements or relationships with that would be excluded from the contract base. The consultant would only get paid after the City receives the sponsorship payments and if it is a multi-year deal they would get paid yearly on the dollars when received. We would work closely with our City attorney to create a contract that is both fair and equitable for both parties involved. There are also other parameters that we would put in place to make sure that sponsorships and marketing opportunities would fit with our mission and the overall City experience we would like our residents and guests to experience. Several opportunities that could be explored that we already do, (but this person would have the connections to potentially get larger dollars and more activations with corporations and businesses across Missouri) are: concert sponsorships, festival activation for vendors, ticketed big act performer sponsorships, large park project sponsorships, turf field donations, pavilions, ball field quads, stage and amphitheater naming sponsorships for a season or long-term naming rights. With the large naming right deals these would be brought back to Council for direction and approval.

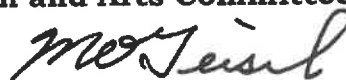
By going with this new opportunity of having a professional, sponsorship salesperson we would be able to knock on more doors, get into larger organizations and raise more dollars at no cost to us. As much as I would like to say we can do it all, we have limited resources and we are fairly good at raising some small dollars, but we do not have the expertise nor the time required to bring in the large donors that are out there and we need to start going after.

We have discussed this at our last Parks, Recreation and Arts Citizens Advisory Committee meeting on October 7th and a vote taken with an affirmative unanimous recommendation to move this forward to the Parks, Recreation and Arts Committee of Council for their approval and then on to the full Council if they are in favor.

With your approval I would like to move this forward to the Committee of Council.

If you would like to discuss this please let me know.

Please forward to the Parks, Recreation and Arts Committee for further discussion, review and recommendation.

 2020-11-5



PARKS, RECREATION AND ARTS COMMITTEE OF COUNCIL MEETING RESULTS

December 1, 2020

Chairperson Ohley called the meeting to order at 5:30 p.m.

Those in attendance included:

Councilmember Barbara McGuinness, Ward I
Councilmember, Ben Keathley, Ward II
Councilmember, Michael Moore, Ward III
Chairperson, Michelle Ohley, Ward IV

Also in attendance were:

Director of Parks, Recreation & Art, Tom McCarthy
Executive Assistant, Parks, Recreation & Arts, Ann-Marie Stagoski
Councilmember, Dan Hurt, Ward III
Councilmember MaryAnn Mastorakos, Ward II
Chair of Parks, Recreation & Arts Advisory Committee, Mike Whelan

Agenda Item #1: Approval of Minutes

The meeting results of the August 10, 2020 Parks, Recreation & Arts Committee of Council Meeting were submitted for approval. Councilmember Ohley made a motion, seconded by Councilmember Keithley to approve the meeting results. Councilmember McGuinness indicated that in Agenda Item #2, Councilmember Moore was appointed as Vice Chair to the Parks, Recreation & Arts Committee of Council. The motion was passed by a voice vote of 4 to 0 to approve the meeting results as corrected.

Agenda Item #2: Chesterfield Family Aquatic Center Updates

Director McCarthy explained that at the end of a pool season there is a shortage of lifeguards as they return to school. He is recommending that the pool hours be amended during the last two weeks of the season to remain open on Fridays from 4-7 p.m. and regular Sat and Sunday hours.

Councilmember Moore inquired to what extent would the senior population be affected by the weekday closure. Director McCarthy explained that a large percentage of seniors participate in the River Walk program which would remain open during the week as it only requires 2 guards to staff.

There was further discussion on the pay of lifeguards, recruiting, competition for guards, whether short Friday shifts would be a challenge to staff.

Additionally, Director McCarthy recommended an increase in the daily pass admission of \$1. There were questions on how much revenue the increase would generate, whether it should be increased to \$2 to be more consistent with surrounding pools. There was further discussion of the uncertainty on whether the pool would

be allowed to be open due to Covid, if it would open on time and if there would be a hesitancy to purchase pool passes due to the uncertainty.

Councilmember McGuinness moved to approve the recommendations presented. Councilmember Ohley seconded the motion. Councilmember Keathley was concerned that if we are not able to open on time that we may wish we had the 8 days of proposed closure at the end of the summer. Councilmember Ohley stated that we can always adjust hours later but a decision is needed at this time so hours of operation can be published. There being no further discussion, the motion was passed by a voice vote of 3 to 1 with Councilmember Keathley opposed.

Agenda Item #3: Independent Sponsorship

Director McCarthy explained that due to a trending decline in the ½ cent sales tax revenue the department was exploring other options for funding. He is proposing that we contract with an independent sales person to acquire sponsorships and compensate them based on dollar value of the sponsorships. They would be paid only after the funding is received at a rate of 15% for the first \$100,000 brought in during the first year and 20% for sponsorship dollars exceeding \$100,000. Although the department makes an effort to acquire sponsorships where it can, it wears many hats and hasn't been able to dedicate the resources to generate the income needed.

Councilmember Keathley moved to approve the recommendation. Councilmember Moore seconded the motion.

Councilmember McGuinness expressed concerns over what the sponsorships would look like. Director McCarthy stated that all large-scale proposals would come back to Council for approval. Smaller items such as signs to promote businesses are already being done. He further explained that businesses we currently have a relationship with would be excluded. Councilmember McGuinness requested that the City Attorney be consulted on whether this would be considered a bonus to a City employee.

Councilmember Moore expressed that he liked the idea but wondered what guardrails would be imposed and if there would be businesses we would not accept money from. Examples such as marijuana and tobacco were discussed and alcoholic products under the right circumstances (for instance, at a concert but not youth sports).

There was additional discussion about larger businesses in Chesterfield that could be turned to for sponsorships, whether we would accept "in kind" sponsorships, how we currently acquire sponsorships and whether the ability to produce sponsorships will be hindered by Covid.

There being no further discussion, the motion was passed by a voice vote of 3 to 1 with Councilmember Ohley opposed.

Agenda Item #4: Municipal Planning Grant Discussion for Central Park

Director McCarthy stated that a possibility of a grant exists to acquire funds to hire a consultant to help plan for the development of the eight acres recently acquired near Central Park. This would require the City to have some matching funds. The grant runs year-round and the idea has been vetted through the Parks, Recreation & Arts Advisory Committee.

In response to questions, Director McCarthy stated that the overall cost of the project is estimated to be \$9,000-\$10,000 minus the grant money received and the City currently has conceptual plans but doesn't want to miss opportunities. This expense is not currently in the 2021 budget.

Councilmember Keathley moved to approve the process of putting together the application and moving it forward to full council and Councilmember Moore seconded the motion. The motion was passed by a voice vote of 4 to 0.

Agenda Item #5: New Business

Councilmember McGuinness asked for an update of the trail connectivity issue. She further inquired about full time staff status, whether playgrounds are open, if personnel are furloughed. Director McCarthy stated that the playgrounds are open and we currently have 6 positions open.

Councilmember McGuinness inquired about what maintenance staff have been doing under the Covid conditions. Director McCarthy explained that they still maintain fields, mow, fertilize and aerate but they didn't drag them as often since games were limited. The department also maintains medians, is revamping manuals, beginning marketing for programs, painted the pool (which has historically been contracted out). Furthermore, half of the snow plowing staff are from Parks so they must stop what they're doing and focus efforts on snow plowing when inclement weather hits.

Councilmember McGuinness also asked about plans for fireworks in 2021. Director McCarthy stated that fireworks planning has begun and is slated to take place at the Chesterfield Valley Athletic Complex.

Director McCarthy stated that they haven't heard from Senator Koenig regarding the Day Tripper Bus program.

Agenda Item #6: Adjournment

There being no further business to discuss, Chairperson Ohley adjourned the meeting at 6:40 p.m.

PRACAC Meeting Results

Wednesday, October 7, 2020 6:30 p.m.

Chesterfield Athletic Complex Pavilion F

Attendees: Tom McCarthy, Parks, Recreation and Arts Director, Mike Whelan (Chair, Ward III), Gary Stein (Ward I), Laura Schellenberg (Ward I), Alan Politte (Ward III), Eileen Sellers (Ward II), Barbara Briggs (Ward II), John Davis (Ward II), Bill Blankenship (Ward II), Kathryn Wintermann (Ward III), Don Collins (Ward IV) and Jim Pisoni (Ward IV).

1. Approval of July 22 Meeting Results

- a. Tom McCarthy motioned to vote on one correction to the prior meeting minutes, Mike Whelan seconded.
- b. Committee Members present unanimously approved the motion.

2. Municipal Planning Grant Opportunities for 2021

The Central Park grant is scheduled for approval in November followed by requests for bid proposals. The 8 acres under consideration consist of one large field east of the Central Park amphitheater and Veteran's Drive and 2 smaller parcels on either side of the main field. The Chesterfield City Council will ultimately determine use of the property. Input is welcome and suggestions will be considered.

- a. Laura Schellenberg entered a motion to vote on the planned purchase of 8 acres, seconded by Don Collins.
- b. Committee Members present unanimously approved the motion.
- c. Additional grant options for consideration – Logan Park
 - i. Construction grant – the City has applied for the construction grant
 - ii. Planning grant – application has not been finalized for Central Park Additional Property
 - iii. \$6,400 is the maximum Planning grant award. Of that total, the City would be required to contribute the remaining fee for the consultant would have to come from the Parks Reserve Fund. The grant is available to pay a consultant who will generate conceptual ideas and related schematic drawings to improve Central Park. Park amenities, lighting options, landscaping, traffic flow and water features are examples of the conceptual ideas the consultant would recommend.

3. Day Tripper Bus Program Update

- a. Due to the retirement of the lead advocate for this inter-municipality project, the Ballwin City Administrator, the project has been placed "on hold." The future of this program is unknown at this time.

4. Chesterfield Family Aquatic Center Proposals

- a. The pool was closed for the entire 2020 swim season due to COVID. Closure has increased the deficit normally incurred to run the pool.
 - b. McCarthy submitted two proposals. The proposals will become effective for the 2021 swim season.
 - i. Revise the pool hours of operation for the final two weeks in August.
 - a) Currently the Chesterfield pool is open full-time for 101 days of the pool season ending on Labor Day.
 - b) The proposed plan is to close the pool Monday – Thursday and open the pool during those final two weeks on Fridays between noon and 7:00 p.m. and on Saturdays and Sundays between noon and 6:30 p.m. This revision will reduce operating expenses during the annual lull in pool attendance. The proposal will also relieve the Department of an administrative burden of recruiting lifeguards, primarily high school and college students, after those students have returned to school.
 - ii. Increase pool admission by \$1.00 per person. Comparisons with similar West County aquatic centers in Des Peres, Ballwin, O’Fallon, St. Charles, Kirkwood and Wentzville were provided to the Committee Members.
 - a) Proposed Chesterfield Resident child/senior fees would increase from \$5 to \$6, adult admission would increase from \$6 to \$7. Non-Residents would pay \$9 in both categories, an increase from \$8 in. The City would retain the former \$2 discount off admission after 5 p.m.
 - b) Comparative admission with other municipal pools ranged between \$6 and \$9.50 for Residents, \$8 to \$10 for Non-Residents.
 - c. Eileen Sellers entered a motion to vote on proposals for the Family Aquatic Center’s revised operation hours and admission fee increases. Laura Schellenberg seconded the motion.
 - d. Committee Members present unanimously approved the motion.
5. Independent Sponsorship Sales Potential Proposal
- a. The Director mentioned the City of Chesterfield Parks Department budget deficit increased substantially during 2020 due to COVID related cutbacks in seasonal revenue producing events.
 - b. It was determined that one method to generate additional revenue during 2021 and beyond would be to acquire corporate or business sponsors for events such as outdoor music performances and athletic events.
 - c. The Director proposed contracting with an independent sales consultant who specializes in pairing potential event sponsors with city governments. These consultants project revenue they can generate and require a fee of 15% for signing up to \$100,000 in sponsorships and 20% for revenue generated above \$100,000. The City would oversee signing the potential sponsors and reject those not suitable for family events. The City would also approve sponsor signage and other marketing material in connection with the sponsored events.
 - d. Laura Schellenberg moved to vote on the proposed plan to hire a consultant who specializes in civic sponsorship fund raising. Jim Pisoni seconded the motion.
 - e. Committed Members present unanimously approved the motion.

6. **Trails and Connectivity Follow-up**
 - a. One Committee member obtained permission from Ascension Church to install sidewalks along Church property. 4 residents formed a subcommittee that identified areas throughout the City in need of improvement. Subcommittee proposals were escalated to the City Council for evaluation. No vote was taken on the suggestions. The Director reminded the Committee that as land is developed sidewalks will be installed. This will be true for the Mall development as well.
7. **Parks, Recreation and Arts Updates**
 - a. 10 Parks and Recreation Department maintenance workers furloughed due to the COVID pandemic are scheduled for rehire in January 2021. 5 of the 10 employees found other opportunities and declined to return. During Budget Workshop #1 the Department submitted a request for 2 additional employees. The City Council approved 1 additional position, the second requisition is pending.
 - b. Budget update – the Parks and Recreation Department’s budget decreased by approximately \$2.5 million following COVID required closure of revenue generating activity during the spring and summer. To counter this decrease the division has taken active steps to maintain a solid financial outlook.
 - c. Trunk, Tricks and Treats is scheduled to occur October 17 on the Township Office grounds. The Department expects up to 550 participants to participate.
 - d. Recycle Day is on target to occur November 9 – 12. The recycling event will accept products for shredding and will recycle electronics such as computers.
 - e. Senior activities such as seminars and educational talks are on-going, held outdoors according to CDC protocols.
 - f. Department Administrators are in process of scheduling activities such as outdoor concerts and other activities for the 2021 season, which is expected to be robust.
 - g. The fall season Sports and Wellness sessions have been cancelled.
8. **No Unfinished Business**
9. **No New Business**
10. **Meeting adjourned at 7:30 p.m.**

Memorandum

See Resolution No. 466



To: Mr. Geisel, City Administrator
From: Tom McCarthy, CPRP
Date: 12/9/2020
Re: Municipal Parks Planning Grant

*For 1/4/2021
Council Agenda
more*

I would like to bring the Municipal Park Planning Grant recommendation to the full City Council at the January 4th 2021 Council meeting with your approval. This opportunity to submit for the Municipal Parks Planning Grant was discussed initially in the Parks, Recreation and Arts Citizens Advisory Committee held on October 7th, 2020 with a unanimous voice vote to move it on to the Parks, Recreation and Arts Committee of Council. We then discussed the Municipal Planning Grant at the Parks, Recreation & Arts Committee of Council meeting on December 1st with a unanimous vote to move the recommendation on to the full Council for their approval for submission to the Municipal Grant Commission as soon as possible. Once submitted we will be notified within a week or two if we are awarded the grant. The Planning Grant would allow us to hire a consultant and come up with some planning options for the additional eight acres of property that has been referred to as the fairgrounds area adjacent to Central Park. The planning grant may be awarded up to a maximum of \$6,400 dollars. We have a expense estimate for the planning grant which has been provided by SWT for their services to help us come up with the best alternative for the newly acquired property at a price of \$10,000 so our match would be \$3,600. Part of the grant is to come up with citizens' input and two conceptual programs and diagrams based on the information received from the citizens, staff and other public input, best practices for parks and the most complimentary amenities that will enhance our signature Central Park for years to come. This planning grant would also set us up to receive additional points if we were to go after future Municipal Parks grants for the newly acquired property at Central Park.

Attached is a resolution authorizing our submission for a 2021 Municipal Planning Grant application. The attached resolution authorizes you, as City Administrator to sign the planning grant application and is required for application acceptance by the Commission.

If you have any additional questions or require additional information, please let me know at your earliest convenience.

Attachments

1. Resolution
2. SWT Master Plan Proposal
3. Draft meeting results from the Parks, Recreation & Arts Citizens Advisory meeting held October 7th.
4. Draft meeting results from the Parks, Recreation & Arts Committee of Council meeting held December 1st.

RESOLUTION NO. 466

A RESOLUTION AUTHORIZING THE CITY OF CHESTERFIELD TO APPLY FOR A MUNICIPAL PARKS PLANNING GRANT FOR THE DEVELOPMENT OF THE RECENTLY ACQUIRED EIGHT ACRES ADJACENT TO CENTRAL PARK AS NOTED AS THE FAIRGROUNDS.

WHEREAS, the City is an expanding municipality in the growing County of St. Louis and,

WHEREAS, the City Council deems it necessary to improve and expand their public parks, recreation and arts to serve the citizens, as well as the traveling public; and,

WHEREAS, through extensive public engagement there has been a strong voice over the years to acquire and expand Central Park for the residents and guests of Chesterfield,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AS FOLLOWS:

Section 1. An application should be made to the Municipal Parks Grant Commission in the County of St. Louis for a Municipal Planning Grant-in aid for professional services to develop plans for the Central Park expansion and involve our residents in the strategic design of the additional eight acres acquired adjacent to Central Park at 16350, 16375 Main Circle Drive, 1, 2, 5 & 6 Park Circle Drive.

Section 2. If a Planning Grant is awarded, the City of Chesterfield will enter into an agreement or contract with the Commission regarding said grant.

Passed and approved this _____ day of _____, 2021.

Bob Nation, Mayor

ATTEST:

Vickie McGownd, City Clerk



December 8, 2020

Mr. Thomas McCarthy
Director of Parks and Recreation
City of Chesterfield
690 Chesterfield Parkway
Chesterfield, MO 63017

RE: Master Plan Proposal – Central Park Eight Acre Expansion

Dear Mr. McCarthy:

Thank you for giving SWT Design the opportunity to submit this proposal for professional Master Planning Design Services for the City of Chesterfield – Central Park Eight Acre Expansion Master Plan. Upon your signature hereto, this letter shall act as a contract for professional master planning services (“Agreement”) between SWT Design, Inc., hereinafter referred to as SWT and the City of Chesterfield, MO hereinafter referred to as Client, for the following scope of services as outlined herein.

ARTICLE 1: LANDSCAPE ARCHITECT’S BASIC SERVICES

The scope of this Project includes Master Planning Design Services for the work indicated below to be performed for the City of Chesterfield. The scope of work and tasks to be performed by SWT as basic services are as follows:

Task 1 –SITE MASTER PLANNING

Based on preliminary project design discussion with Client, SWT shall review and prepare site master planning documents for proposed site improvements.

Task 1A - Attend a coordination / data collection kick-off meeting with Client to confirm the project goals and schedule, obtain existing property base information, discuss potential program items, and walk the existing park and expansion property.

Task 1B - SWT shall review existing project documents and inventory/analyze existing site features. SWT will use aerial photography and available site documentation from Client for master plan base.

Task 1C – SWT will attend a community open house to obtain input from residents regarding their thoughts and desires for the development of this park property. (Public Meeting #1)

Task 1D – SWT will prepare two concept program diagrams based on the information received in Task 1A-1C. These concepts will identify program items and their relationship to the site and each other. Character images showing options for the style of program items will be included with each concept. SWT will review these concepts with the Client and incorporate discussed revisions prior to sharing with the community.

Task 1E – SWT will present these concepts to the Client and community at a second public meeting. At this meeting SWT will obtain community input and feedback regarding a preferred concept or components of each concept and character images. (Public Meeting #2)

Task 1F – SWT will refine a final design concept based on input received from Client and the community and prepare an order-of-magnitude cost opinion for the final design concept. SWT will review this design concept and cost opinion with the Client.

Task 1G –SWT will prepare final master plan document based on Client review of the final design concept and order of magnitude cost opinion. Final master plan document will include the final design concept with narrative description, order-of-magnitude cost opinion, and character images.

Task 1H – Review final master plan document with Client and submit final documentation to Client and Municipal Park Grants Commission. Submittal to Grants Commission will be a digital copy.

Products of Task 1:

SWT shall produce clear, concise drawings and narrative that will be compliant to project scope. Upon approval of project documents, SWT will provide project information and documentation to Client in an appropriate format. This information to include:

- One (1) Master Plan Graphic (Digital Site Plan)
- Written documentation to describe the Master Plan Design and Document Public Input
- Character Imagery for Proposed Improvements
- Order-of-Magnitude Cost Opinion

Meetings for Task 1

- One (1) Start-up / Coordination Meeting with Site Visit (Client) Task 1A
- One (1) Public Forum #1 – Community Input (Client and Community) Task 1C
- One (1) Concepts Design Review (Client) Task 1D
- One (1) Public Forum #2 – Concepts Presentation (Client and Community) Task 1E
- One (1) Final Master Plan Document Review Meeting (Client) Task 1F

ARTICLE 2: WORK NOT INCLUDED IN BASIC SERVICES

- a. Soils/Geotechnical Investigation
- b. Environmental Impact Statements
- c. Project Survey and Base Mapping
- d. Civil / Structural / Electrical Engineering
- e. Schematic / Design Development / Construction Documents
- f. Bidding & Negotiation / Construction Observation Services
- g. Perspective Renderings

ARTICLE 3: STANDARDS

SWT agrees to provide professional services in accordance with the highest professional standards. SWT agrees to put forth its best efforts to comply with codes, laws and regulations in effect.

ARTICLE 4: COMPENSATION AND PAYMENTS

- a. SWT agrees to perform the services outlined in this Agreement for a total lump sum of:

Task 1 – Master Planning

\$ 10,000.00

- b. Direct expenses, i.e., report materials, personal car mileage, long-distance phone, aerial surveys, photography, blueprinting, delivery service, etc., are included in the above fees.

- c. Additional Services as agreed to with Client will be billed on an hourly basis* as follows:

Partner	\$190.00
Sr. Associate I	\$150.00
Sr. Associate II	\$135.00
Associate	\$110.00
Designer	\$ 95.00
Staff I	\$ 85.00
Staff II	\$ 85.00
Staff III	\$ 65.00
Administrative	\$ 70.00

*Above noted hourly rates expire August 2021

ARTICLE 5: PROJECT SCHEDULE

Project schedule shall be determined with Client. SWT shall make every effort to meet the Client's schedule.

ARTICLE 6: CLIENT'S RESPONSIBILITIES

- a. Client agrees to provide SWT with all necessary approved information, surveys, reports, and professional recommendations requested by SWT to provide its professional services. SWT may reasonably rely on the accuracy and completeness of these items, however, SWT shall review such information in its capacity as Client prior to such reliance and shall provide prompt written notice to the Client if SWT discovers, as a result of its review, or subsequently becomes aware of any errors, omissions or inconsistencies in such services or information.
- b. Client agrees to advise SWT of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions unless otherwise agreed to in writing. However, if SWT is informed of the presence of such material by the Contractor or any other person or entity, SWT shall promptly notify the Client of same. Nothing in this paragraph is a waiver of that obligation or of any liability of Client arising from its negligence or willful misconduct in failing to inform the Client of the presence of such materials of which the SWT has been so informed.
- c. Client will be responsible for all necessary permits from authorities having jurisdiction over the Project.
- d. Client agrees to provide the items described above and to render decisions in a timely manner so as not to delay the orderly and sequential progress of SWT's services.

ARTICLE 7: STANDARDS

SWT agrees to provide its professional services in accordance with generally accepted standards of its profession. SWT agrees to put forth reasonable efforts to comply with codes, laws and regulations in effect as of the date of this agreement.

ARTICLE 8: ESTIMATED SCHEDULE AND PROJECT BUDGET

- a. SWT shall render its services as expeditiously as is consistent with professional skill and care. Project schedule to be determined.

The Client agrees to promptly notify SWT if schedule, scope of work, or budget changes. The Client acknowledges that significant changes to the Project schedule, budget, or the Project's scope may require Additional Services of SWT.

ARTICLE 9: COST OPINIONS

As the Landscape Architect, SWT has no control over construction methodologies, costs, or Contractor's prices. Any construction cost opinions are made on the basis of SWT's experience and judgment as a design professional. SWT cannot and does not warrant or guarantee that Contractor's proposals, bids, or costs will not vary from its estimates.

ARTICLE 10: TERMINATION

- a. The Client may terminate this Agreement upon seven days written notice.
- b. If terminated, the Client agrees to pay SWT for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.
- c. Upon not less than seven days' written notice, SWT may suspend the performance of its services if the Client fails to pay SWT in full for services rendered or expenses incurred. SWT shall have no liability because of such suspension of service or termination due to nonpayment.

ARTICLE 11: DISPUTE RESOLUTION

The Client and SWT agree to mediate claims or disputes arising out of, or relation to, this Agreement as a condition precedent to litigation. The mediation shall be conducted by the American Arbitration Association or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

ARTICLE 12: OWNERSHIP AND USE OF DOCUMENTS

- a. Plans, Drawings, Schedules, and other documents, including those in electronic form, prepared by SWT or SWT's consultants, if any, are Instruments of Service. Nevertheless, upon execution of this agreement, SWT grants to the Client a royalty free license to use and reproduce SWT's instruments of service prepared under this Agreement for the purposes of construction, using, repairing, and maintaining the Project, including any modifications or additions thereto or extensions hereof and for any purpose relevant to advertising, promotion, operation, development

of construction documents or extension of facilities relating to the Project; provided that the Client shall comply with all obligations including payment of all sums when properly due under this Agreement. SWT shall supply the Client with permanent reproducible copies of all final drawings, specifications and all other documents produced under this Agreement and all CAD files in AutoCAD 2013 format. Drawings produced by hand shall be electronically scanned by SWT and the resulting master image file shall be presented to the Client. Client shall not use such instruments of service for any project unrelated to the Project nor make modifications to such documents without SWT's written authorization. If this Agreement terminates for any reason prior to the completion of the Project, the Client shall have the right to authorize similarly credentialed design professionals to reproduce, and where permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for the purpose of completing, using, and maintaining the Project. Should any of the Instruments of Service be used by any party subsequent to termination of this Agreement, which are incomplete or unfinished, or which are subsequently materially changed, corrected or amended, SWT disclaims any warranty, representation or standard concerning such Instruments of Service, and any subsequent use of incomplete or unfinished or materially changed Instruments of Service is at the risk of Client, and for which SWT assumes no responsibility. Upon the earlier termination of this Agreement, and upon payment for all services properly performed by SWT as provided by this Agreement, SWT shall deliver to the Client reproductions of all Instruments of Service for the Project which are then in progress and which have not been previously delivered to the Client. If a dispute exists between the Client and SWT regarding any amount claimed due to SWT, SWT shall deliver to the Client the documents referenced above, and upon resolution of such dispute, Client shall promptly pay SWT the amount determined due to SWT, if any.

- b. SWT reserves the right to include representations of the Project in its promotional and professional materials after approval by Client.

ARTICLE 13: GOVERNING LAW

This Agreement is governed by the law of the State of Missouri.

ARTICLE 14: ENTIRE AGREEMENT AND SEVERABILITY

- a. This Agreement is the entire and integrated agreement between the Client and SWT and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and SWT.
- b. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

ARTICLE 15: MISCELLANEOUS

- a. Neither party can assign this Agreement without the other party's written permission.
- b. Notwithstanding any other term in this Agreement, SWT shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications.
- c. Construction-phase services will be provided to determine the general progress of the work, but will not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety, or any other related programs. SWT

maintains the right, but not the duty, to recommend that the Client reject work that does not appear to conform generally to the plans and specifications. SWT shall not have any liability for recommendations made in good faith.

- d. If construction-phase payment certification services are included in this agreement, such certifications for payment shall be a representation to the Client that, to the best of SWT's knowledge, information, and belief, the work has progressed to approximately the point indicated. Such certification shall be subject to any noted qualifications by SWT and shall not be a representation that SWT has supervised the work, reviewed means, methods, techniques, schedules, sequences or procedures, or for construction safety, or any other related programs of the contractors, or that SWT has reviewed how or for what purpose the contractor has used or intends to use the contract funds.

ARTICLE 16: INDEMNIFICATION

- a. SWT agrees to indemnify, defend, and hold the Client harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms, or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Client's negligent errors or omissions.
- b. Client agrees to limit the liability of SWT to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including reasonable attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of SWT to the Client shall not exceed SWT's limits of liability as listed in Attachment B.

ARTICLE 17: ATTORNEYS' FEES

Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose.

ARTICLE 18: WAIVERS OF CONSEQUENTIAL DAMAGES AND SUBROGATION

- a. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor SWT nor their respective officers, directors, trustees, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way, to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and SWT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

- b. In addition, the Client and SWT waive all claims against each other to the extent covered by any applicable insurance during design or construction, including but not limited to claims for subrogation.
- c. SWT shall provide and maintain throughout the term of the Agreement the insurance coverage set forth on Attachment B attached hereto to this Agreement and incorporated herein. SWT represents that in determining its compensation for services rendered hereunder, it has had the opportunity to incorporate the costs of such insurance coverage in its fee.

ARTICLE 19: NO THIRD-PARTY BENEFICIARIES

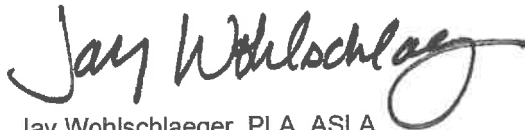
Nothing in this agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this agreement except SWT and the Client.

ARTICLE 20: CONFIDENTIALITY

SWT acknowledges that this Project may be sensitive to various public interests as this Project has long-term effects on the property. In negotiating this Agreement and in the performance of the design services set forth herein, certain confidential and proprietary information regarding the Client and the Project may be disclosed to SWT.

If the foregoing meets with your approval, please indicate this approval by signing the appropriate line below and returning one original for our files. If this agreement is not accepted within 30 days, the offer to perform the described services is withdrawn and shall be null and void.

Sincerely,



Jay Wohlschlaeger, PLA, ASLA

Principal – SWT Design

Accepted:

Signature

Date

Title

Attachment A
Insurance Coverage

Upon receipt of written acceptance of this contract, SWT Design will contact their insurance providers and authorize that Certificates of Insurance be sent to:

Mr. Thomas McCarthy
Director of Parks and Recreation
City of Chesterfield
690 Chesterfield Parkway
Chesterfield, MO 63017

RE: Master Plan Proposal – Central Park Eight Acre Expansion

Insurance Coverage:

- General Liability
 - Occurrence \$1,000,000
 - Aggregate \$2,000,000
- Workers Compensation \$500,000
- Professional Liability
 - Each claim \$2,000,000
 - Aggregate \$2,000,000
- Automobile \$1,000,000



PRACAC Meeting Results

Wednesday, October 7, 2020 6:30 p.m.

Chesterfield Athletic Complex Pavilion F

Attendees: Tom McCarthy, Parks, Recreation and Arts Director, Mike Whelan (Chair, Ward III), Gary Stein (Ward I), Laura Schellenberg (Ward I), Alan Politte (Ward III), Eileen Sellers (Ward II), Barbara Briggs (Ward II), John Davis (Ward II), Bill Blankenship (Ward II), Kathryn Wintermann (Ward III), Don Collins (Ward IV) and Jim Pisoni (Ward IV).

1. Approval of July 22 Meeting Results

- a. Tom McCarthy motioned to vote on one correction to the prior meeting minutes, Mike Whelan seconded.
- b. Committee Members present unanimously approved the motion.

2. Municipal Planning Grant Opportunities for 2021

The Central Park grant is scheduled for approval in November followed by requests for bid proposals. The 8 acres under consideration consist of one large field east of the Central Park amphitheater and Veteran's Drive and 2 smaller parcels on either side of the main field. The Chesterfield City Council will ultimately determine use of the property. Input is welcome and suggestions will be considered.

- a. Laura Schellenberg entered a motion to vote on the planned purchase of 8 acres, seconded by Don Collins.
- b. Committee Members present unanimously approved the motion.
- c. Additional grant options for consideration
 - i. Construction grant – the City has applied for the construction grant for Logan Park
 - ii. Planning grant – application has not been finalized for Central Park Additional Property
 - iii. \$6,400 is the maximum Planning grant award. Of that total, the City would be required to contribute the remaining fee for the consultant would have to come from the Parks Reserve Fund. The grant is available to pay a consultant who will generate conceptual ideas and related schematic drawings to improve Central Park. Park amenities, lighting options, landscaping, traffic flow and water features are examples of the conceptual ideas the consultant would recommend.

3. Day Tripper Bus Program Update

- a. Due to the retirement of the lead advocate for this inter-municipality project, the Ballwin City Administrator, the project has been placed "on hold." The future of this program is unknown at this time.

4. Chesterfield Family Aquatic Center Proposals

- a. The pool was closed for the entire 2020 swim season due to COVID. Closure has increased the deficit normally incurred to run the pool.
 - b. McCarthy submitted two proposals. The proposals will become effective for the 2021 swim season.
 - i. Revise the pool hours of operation for the final two weeks in August.
 - a) Currently the Chesterfield pool is open full-time for 101 days of the pool season ending on Labor Day.
 - b) The proposed plan is to close the pool Monday – Thursday and open the pool during those final two weeks on Fridays between noon and 7:00 p.m. and on Saturdays and Sundays between noon and 6:30 p.m. This revision will reduce operating expenses during the annual lull in pool attendance. The proposal will also relieve the Department of an administrative burden of recruiting lifeguards, primarily high school and college students, after those students have returned to school.
 - ii. Increase pool admission by \$1.00 per person. Comparisons with similar West County aquatic centers in Des Peres, Ballwin, O’Fallon, St. Charles, Kirkwood and Wentzville were provided to the Committee Members.
 - a) Proposed Chesterfield Resident child/senior fees would increase from \$5 to \$6, adult admission would increase from \$6 to \$7. Non-Residents would pay \$9 in both categories, an increase from \$8 in. The City would retain the former \$2 discount off admission after 5 p.m.
 - b) Comparative admission with other municipal pools ranged between \$6 and \$9.50 for Residents, \$8 to \$10 for Non-Residents.
 - c. Eileen Sellers entered a motion to vote on proposals for the Family Aquatic Center’s revised operation hours and admission fee increases. Laura Schellenberg seconded the motion.
 - d. Committee Members present unanimously approved the motion.
5. Independent Sponsorship Sales Potential Proposal
- a. The Director mentioned the City of Chesterfield Parks Department budget deficit increased substantially during 2020 due to COVID related cutbacks in seasonal revenue producing events.
 - b. It was determined that one method to generate additional revenue during 2021 and beyond would be to acquire corporate or business sponsors for events such as outdoor music performances and athletic events.
 - c. The Director proposed contracting with an independent sales consultant who specializes in pairing potential event sponsors with city governments. These consultants project revenue they can generate and require a fee of 15% for signing up to \$100,000 in sponsorships and 20% for revenue generated above \$100,000. The City would oversee signing the potential sponsors and reject those not suitable for family events. The City would also approve sponsor signage and other marketing material in connection with the sponsored events.
 - d. Laura Schellenberg moved to vote on the proposed plan to hire a consultant who specializes in civic sponsorship fund raising. Jim Pisoni seconded the motion.
 - e. Committed Members present unanimously approved the motion.

6. **Trails and Connectivity Follow-up**
 - a. One Committee member obtained permission from Ascension Church to install sidewalks along Church property. 4 residents formed a subcommittee that identified areas throughout the City in need of improvement. Subcommittee proposals were escalated to the City Council for evaluation. No vote was taken on the suggestions. The Director reminded the Committee that as land is developed sidewalks will be installed. This will be true for the Mall development as well.
7. **Parks, Recreation and Arts Updates**
 - a. 10 Parks and Recreation Department maintenance workers furloughed due to the COVID pandemic are scheduled for rehire in January 2021. 5 of the 10 employees found other opportunities and declined to return. During Budget Workshop #1 the Department submitted a request for 2 additional employees. The City Council approved 1 additional position, the second requisition is pending.
 - b. Budget update – the Parks and Recreation Department’s budget decreased by approximately \$2.5 million following COVID required closure of revenue generating activity during the spring and summer. To counter this decrease the division has taken active steps to maintain a solid financial outlook.
 - c. Trunk, Tricks and Treats is scheduled to occur October 17 on the Township Office grounds. The Department expects up to 550 participants to participate.
 - d. Recycle Day is on target to occur November 9 – 12. The recycling event will accept products for shredding and will recycle electronics such as computers.
 - e. Senior activities such as seminars and educational talks are on-going, held outdoors according to CDC protocols.
 - f. Department Administrators are in process of scheduling activities such as outdoor concerts and other activities for the 2021 season, which is expected to be robust.
 - g. The fall season Sports and Wellness sessions have been cancelled.
8. **No Unfinished Business**
9. **No New Business**
10. **Meeting adjourned at 7:30 p.m.**



PARKS, RECREATION AND ARTS COMMITTEE OF COUNCIL MEETING RESULTS

December 1, 2020

Chairperson Ohley called the meeting to order at 5:30 p.m.

Those in attendance included:

Councilmember Barbara McGuinness, Ward I
Councilmember, Ben Keathley, Ward II
Councilmember, Michael Moore, Ward III
Chairperson, Michelle Ohley, Ward IV

Also in attendance were:

Director of Parks, Recreation & Art, Tom McCarthy
Executive Assistant, Parks, Recreation & Arts, Ann-Marie Stagoski
Councilmember, Dan Hurt, Ward III
Councilmember MaryAnn Mastorakos, Ward II
Chair of Parks, Recreation & Arts Advisory Committee, Mike Whelan

Agenda Item #1: Approval of Minutes

The meeting results of the August 10, 2020 Parks, Recreation & Arts Committee of Council Meeting were submitted for approval. Councilmember Ohley made a motion, seconded by Councilmember Keithley to approve the meeting results. Councilmember McGuinness indicated that in Agenda Item #2, Councilmember Moore was appointed as Vice Chair to the Parks, Recreation & Arts Committee of Council. The motion was passed by a voice vote of 4 to 0 to approve the meeting results as corrected.

Agenda Item #2: Chesterfield Family Aquatic Center Updates

Director McCarthy explained that at the end of a pool season there is a shortage of lifeguards as they return to school. He is recommending that the pool hours be amended during the last two weeks of the season to remain open on Fridays from 4-7 p.m. and regular Sat and Sunday hours.

Councilmember Moore inquired to what extent would the senior population be affected by the weekday closure. Director McCarthy explained that a large percentage of seniors participate in the River Walk program which would remain open during the week as it only requires 2 guards to staff.

There was further discussion on the pay of lifeguards, recruiting, competition for guards, whether short Friday shifts would be a challenge to staff.

Additionally, Director McCarthy recommended an increase in the daily pass admission of \$1. There were questions on how much revenue the increase would generate, whether it should be increased to \$2 to be more consistent with surrounding pools. There was further discussion of the uncertainty on whether the pool would

be allowed to be open due to Covid, if it would open on time and if there would be a hesitancy to purchase pool passes due to the uncertainty.

Councilmember McGuinness moved to approve the recommendations presented. Councilmember Ohley seconded the motion. Councilmember Keathley was concerned that if we are not able to open on time that we may wish we had the 8 days of proposed closure at the end of the summer. Councilmember Ohley stated that we can always adjust hours later but a decision is needed at this time so hours of operation can be published. There being no further discussion, the motion was passed by a voice vote of 3 to 1 with Councilmember Keathley opposed.

Agenda Item #3: Independent Sponsorship

Director McCarthy explained that due to a trending decline in the ½ cent sales tax revenue the department was exploring other options for funding. He is proposing that we contract with an independent sales person to acquire sponsorships and compensate them based on dollar value of the sponsorships. They would be paid only after the funding is received at a rate of 15% for the first \$100,000 brought in during the first year and 20% for sponsorship dollars exceeding \$100,000. Although the department makes an effort to acquire sponsorships where it can, it wears many hats and hasn't been able to dedicate the resources to generate the income needed.

Councilmember Keathley moved to approve the recommendation. Councilmember Moore seconded the motion.

Councilmember McGuinness expressed concerns over what the sponsorships would look like. Director McCarthy stated that all large-scale proposals would come back to Council for approval. Smaller items such as signs to promote businesses are already being done. He further explained that businesses we currently have a relationship with would be excluded. Councilmember McGuinness requested that the City Attorney be consulted on whether this would be considered a bonus to a City employee.

Councilmember Moore expressed that he liked the idea but wondered what guardrails would be imposed and if there would be businesses we would not accept money from. Examples such as marijuana and tobacco were discussed and alcoholic products under the right circumstances (for instance, at a concert but not youth sports).

There was additional discussion about larger businesses in Chesterfield that could be turned to for sponsorships, whether we would accept "in kind" sponsorships, how we currently acquire sponsorships and whether the ability to produce sponsorships will be hindered by Covid.

There being no further discussion, the motion was passed by a voice vote of 3 to 1 with Councilmember Ohley opposed.

Agenda Item #4: Municipal Planning Grant Discussion for Central Park

Director McCarthy stated that a possibility of a grant exists to acquire funds to hire a consultant to help plan for the development of the eight acres recently acquired near Central Park. This would require the City to have some matching funds. The grant runs year-round and the idea has been vetted through the Parks, Recreation & Arts Advisory Committee.

In response to questions, Director McCarthy stated that the overall cost of the project is estimated to be \$9,000-\$10,000 minus the grant money received and the City currently has conceptual plans but doesn't want to miss opportunities. This expense is not currently in the 2021 budget.

Councilmember Keathley moved to approve the process of putting together the application and moving it forward to full council and Councilmember Moore seconded the motion. The motion was passed by a voice vote of 4 to 0.

Agenda Item #5: New Business

Councilmember McGuinness asked for an update of the trail connectivity issue. She further inquired about full time staff status, whether playgrounds are open, if personnel are furloughed. Director McCarthy stated that the playgrounds are open and we currently have 6 positions open.

Councilmember McGuinness inquired about what maintenance staff have been doing under the Covid conditions. Director McCarthy explained that they still maintain fields, mow, fertilize and aerate but they didn't drag them as often since games were limited. The department also maintains medians, is revamping manuals, beginning marketing for programs, painted the pool (which has historically been contracted out). Furthermore, half of the snow plowing staff are from Parks so they must stop what they're doing and focus efforts on snow plowing when inclement weather hits.

Councilmember McGuinness also asked about plans for fireworks in 2021. Director McCarthy stated that fireworks planning has begun and is slated to take place at the Chesterfield Valley Athletic Complex.

Director McCarthy stated that they haven't heard from Senator Koenig regarding the Day Tripper Bus program.

Agenda Item #6: Adjournment

There being no further business to discuss, Chairperson Ohley adjourned the meeting at 6:40 p.m.

Memorandum



To: Mr. Geisel, City Administrator
Ms. Jeannette Kelly, Finance Director

From: Tom McCarthy, CPRP
Director of Parks, Recreation & Arts

Date: 12/16/2020

Re: Municipal Grant Budget Transfer Funding for Logan Park

As you are aware we have been awarded a Municipal Parks Grant in Round 21 for the construction of phase one of Logan Park. We were successful in securing \$525,000 in grant funding with a match on our part of \$218,000. I would like to request that a fund transfer for the amount of \$743,000 is forwarded to Council for the Logan Park grant for their review and approval. With Council's approval I request the funds come from our Parks Fund, Fund Reserve account and be deposited in the Parks Special Projects account 119-084-5299 so we can keep track of the funds specifically used for the grant. After the grant project has been completed we can look forward to the reimbursement of the \$525,000 from the Municipal Parks Grant Commission. After speaking with Jeannette Kelly, our Finance Director as of December 31, 2020 our Parks fund fund balance is estimated to be \$1,079,438. *

I have attached for your review our signed contract which outlines what the grant is actually covering, and what the City is paying for with the grant funding. The Parks Department will begin working on the Logan Park construction project with the hopes to have a portion of the park open in late fall of 2021.

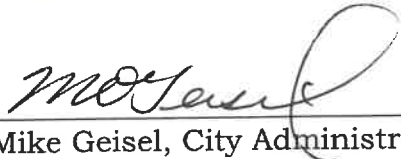
If you would like to further discuss this please let me know at your earliest convenience.

Concurrence:


Jeannette Kelly, Finance Director

12/17/2020
Date

Concurrence:


Mike Geisel, City Administrator

12/17/2020
Date

Forward to City Council 1/4/2021
NEED TO Approve budget adjustment
\$ 743,000 expenditures
525,000 will be reimbursed
218,000 NET
CASH RESERVE IS Limited until reimbursement
MOR 12/17/20

Transfer Request No. _____ Transfer No. _____

City of Chesterfield
Budgetary Transfer of Funds Request

Transfer From:

Account Number	Account Name	Amount
<u>119-3001-019</u>	<u>Parks Fund, Fund Reserve</u>	<u>\$743,000</u>
_____	_____	_____
_____	_____	_____
TOTAL		_____

Transfer TO:

Account Number	Account Name	Amount
<u>119-084-5299</u>	<u>Specail projects</u>	<u>\$743,000</u>
_____	_____	_____
_____	_____	_____
TOTAL		<u>\$743,000</u>

EXPLANATION:

Transferring of funds for the Municipal Parks Grant construction project for phase one of Logan Park. \$218,000 for Parks match and the \$525,000 which we will get reimbursed from the Municipal Parks Grant Commission once the project is complete and signed off on by end of 2021 or spring of 2022.

APPROVALS:

Requested By: _____

Date: _____

Department Head: _____

Date: 12-16-2020

Finance Director: _____

Date: _____

City Administrator: _____

Date: _____

Approved by City Council on

Date: _____

Transfers up to \$2,500 can be transferred (within object level) with approval of Director of Finance.
Transfers up to \$5,000 can be transferred (within object level) with approval of the City Administrator
Transfers in excess of \$5,000 or between Departments or Funds require approval by City Council.

Grantee:	<u>Chesterfield</u>
Funding Cycle:	<u>Round 21</u>
Grant Amount:	<u>\$525,000</u>

MUNICIPAL PARK GRANT COMMISSION

GRANT AGREEMENT

This Grant Agreement is entered into and effective this 30th day of October, 2020, by and between the Municipal Park Grant Commission, hereinafter referred to as "Commission" and the City of Chesterfield, Missouri, hereinafter referred to as "Grantee" and is subject to the following terms and conditions.

I. Statement of Work

- (a) Grantee agrees to accomplish the project scope at Logan Park.

The Scope of Work shown on Exhibit A shall be completed and grant funds shall be used as indicated on Exhibit A. The Commission has allocated the grant amount and approved only certain amounts for the various elements of the Project as specified on Exhibit A. The amount approved for each part of the Project is the stated dollar amount; unused funds for one element of the Project cannot be used for other elements of the Project without approval of the Commission. The Grantee's "Match" as reflected on Exhibit A is based merely on the cost estimate provided; in the event that the actual cost of the work exceeds the cost estimate, Grantee shall be responsible for such costs and Grantee's responsibility shall not be limited to the "Match" set forth on Exhibit A or in the grant application.

Scope of Work

See Exhibit A, attached hereto and incorporated herein

The Grantee (by Grantee or by its public partners) agrees to pay the remaining costs for the items listed in the scope of work which are not covered by the grant. And, Grantee agrees to pay for any and all costs above the grant amount to complete the scope of work.

Subject to the other remedies set forth in this Agreement, if there are any items listed in the project scope that are not completed, an appropriate amount will be deducted from the total grant amount awarded; the deduction shall be determined by the Commission and may be based on the costs submitted in the application, bid prices, or other reasonable methodology. Additionally, if a particular item listed in the project scope is completed for a cost which is less than the dollar amount allocated for that particular item, the total grant amount shall be reduced accordingly. However, upon approval of the Commission or its designee, up to fifteen percent (15%) of the total grant amount may be moved from one line item to another; provided however, that the entire scope of work shall be completed in accordance with this Agreement and funds may not be moved to alter or increase the nature or scope of any element of the Project. This exception is intended to cover minor cost changes experienced between the time the application was submitted and the time that final bids are received or to slightly modify plans to address unforeseen construction issues. Grantee shall seek written consent within five (5) days of notice of such cost changes.

Only those construction design costs, engineering costs and construction management costs

expressly approved by the Commission and specifically set forth in the project scope shall be reimbursed to the Grantee. If no such items are set forth in the project scope, then such costs have not been approved and no grant funds shall be used for such costs or shall be reimbursed for such costs. When approved, consultant costs attributable to design and engineering services shall not exceed nine percent (9%) of the total Project cost and consultant costs attributable to bidding and construction management shall not exceed six percent (6%). No reimbursement shall be made to Grantee for consultant costs incurred prior to the execution of this Agreement.

Grantee understands that no reimbursement will be made for any cost or expense associated with municipal supplies and labor; equipment rental; or purchase of construction or maintenance equipment to be owned by Grantee. When an approved application includes installation of facilities by municipal employees at municipal costs, the Commission will reimburse for products and materials approved and included in the project scope set forth above.

All items should meet Americans with Disabilities Act (ADA) standards if practical (see, Paragraph 16 of this Agreement). The scope of an item may be slightly modified to comply with ADA but should be similar to the items listed above.

Treated wood products must be free of harmful chemicals.

The City shall post signage for purposes of the Project during construction and for a minimum of sixty days following installation or construction of the Project. Grantee may use signs provided by the Commission or may provide its own sign, which includes, in four-inch letters, acknowledgement of the grant awarded by the Municipal Park Grant Commission. This acknowledgement may be accomplished by stating, "This Project, or a portion thereof, was paid for by a Grant received from the Municipal Park Grant Commission of St. Louis County." In lieu of posting signage during construction, Grantee may install, in the Project area, permanent plaques, provided by the Commission or provided by the Grantee, acknowledging the grant awarded by the Commission.

(b) The term of this Agreement shall be from the effective date of this Agreement (as defined in Section 25 of this Agreement) until June 30, 2022, unless sooner terminated as provided herein. The Project shall be completed, the Grantee's final report shall be submitted, and the final inspection must be completed or scheduled on or before the date set forth in this subsection (b).

(c) Grantee agrees to provide interim status reports for the work to be performed under this contract from time to time as may be requested by the Commission.

(d) The final report shall be due within fifteen days of the completion of the Project. The final report may be included in the submission attached hereto as Exhibit B and shall include the following:

1. Date the Project was completed.
2. Final budget for the Project, including a description of the portion of the Project funded by the Grant and a description of the other portions of the Project completed by funds other than the Grant.
3. Photographs of the Project, if possible; and
4. An evaluation of the Project results and benefits, including how the original expectations were met.

2. Representations of Grantee

The Grantee represents and warrants to the Commission as follows:

(a) *Organization and Authority.* The Grantee (1) is a municipal corporation located in St. Louis County and existing pursuant to the laws of the State of Missouri, and (2) the persons executing this Agreement on behalf of the Grantee have the power and authority to execute this Agreement on behalf of the Grantee, to develop the Project as described in Section 1 of this Agreement and to execute and deliver any documents required to be executed and delivered by it in connection with this Agreement and to carry out its obligations hereunder and thereunder.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of any agreement to which the Grantee is a party or by which it or any of its property is bound, or any of the rules or regulations applicable to the Grantee or its property of any court or other governmental body.

(c) *Licenses, Permits and Approvals.* The Grantee has or has the ability to obtain all necessary licenses and permits to develop the Project as described in Section 1 of this Agreement under the laws of the State of Missouri and the Grantee will obtain when necessary, all requisite approvals of federal, state, regional and local governmental bodies relating to the Project. The Grantee's Project will be, in all material respects, in compliance with all applicable federal, state and local laws, rules, regulations, codes and ordinances.

(d) *Pending Litigation.* No litigation, proceedings or investigations are pending, or, to the knowledge of the Grantee, threatened against the Grantee seeking to limit the development of the Project, or which would in any manner challenge or adversely affect the powers of the Grantee to enter into and carry out the transactions described in or contemplated by the terms and provisions of this Agreement or any other documents to which it is a party.

(e) *Full Disclosure.* The information provided to the Commission related to the Project does not contain any untrue or misleading statement of a material fact or omit to state a material fact. There is no fact which the Grantee has not disclosed to the Commission in writing which materially affects adversely or, so far as the Grantee can now foresee, will materially affect adversely the financial condition of the Grantee, its ability to own and operate its properties or its ability to develop the Project.

(f) *Environmental Laws.* The Grantee is, to the best of its knowledge, in all material respects, in compliance with all federal, state and local environmental laws, ordinances, regulations and rulings (collectively, "Environmental Laws"); the Grantee has received no notice of any alleged violation of any Environmental Laws; and the Grantee will continue to comply, in all material respects, with all Environmental Laws.

3. **Payment**

Commission agrees to grant to Grantee an amount not to exceed the sum of \$525,000.00 for accomplishment of the work related to the Project (described in Section 1(a) above).

Subject to the other remedies set forth in this Agreement, if there are any items listed in the project scope that are not completed, an appropriate amount will be deducted from the total grant amount awarded; the deduction shall be determined by the Commission and may be based on the costs submitted in the application, bid prices, or other reasonable methodology. Additionally, if a particular item listed in the project scope is completed for a cost which is less than the dollar amount allocated for that particular item, the total grant amount shall be reduced accordingly subject to the exception set forth in Section 1 of this Agreement.

The Commission shall make disbursements of the grant to the Grantee, and the Grantee shall receive such proceeds from the Commission, for the purposes and upon the terms and conditions provided in this Agreement.

Grant funds will be disbursed to Grantee as reimbursement for Project costs incurred by the Grantee. Disbursements shall be made upon final completion of the Project as outlined in the Scope of Work. However, if the grant is awarded for only certain items or components of a large, multi-faceted Project, upon consent of the Commission, disbursements may be made upon completion of those items or components subject to repayment of the grant to the Commission in the event that the overall Project is not completed.

Reimbursement funds will only be disbursed upon presentation of a written request by the Grantee on a form approved by the Commission and following an inspection of the Project.

A disbursement request form is attached hereto as Exhibit B; however, the Commission may make any changes to the request form it deems advisable during the term of this Agreement. All request forms shall be accompanied by supporting documents to evidence the expenditure related to the development of the Project, a summary of completed activities for which grant funds are requested, and a certification by the Grantee that all materials, supplies and contractual services were properly bid and that the expenditures in all other respects conform to applicable law.

As a condition of disbursement, Grantee shall make the Project grounds available for inspection by a Commission designee.

4. Completion of the Project

(a) The Grantee shall cause the Project to be diligently and continuously pursued and to be completed with reasonable dispatch, but in no event later than the date listed in Section 1(b).

(b) The Grantee agrees that if the Project cost estimate is exceeded for any reason and the amount of the grant is not sufficient to complete the Project, Grantee will provide, from its own funds, all moneys necessary to complete the Project substantially in accordance with the Grantee's application for the grant related to the Project.

(c) The Grantee understands that if the Project described in this Agreement is completed for an amount less than that approved by Commission, then the Commission will only reimburse the actual cost of the Project.

(d) The Grantee may make, authorize or permit such changes or amendments in the Project as it may reasonably determine to be necessary or desirable; provided, however, that no such change or amendment shall be made to the Project that would cause a material change in the cost, scope, nature, or function of the Project, unless the Grantee shall have obtained the prior written consent of the Commission. Grantee agrees to provide all funding for all such changes and amendments.

5. Bids

Grantee acknowledges through the acceptance of the grant that a competitive bidding procedure shall be utilized for the acquisition of supplies, materials, equipment, and all contractual services, with the exception of professional services. Such competitive bidding procedure shall also be utilized for all change

orders which alter the Scope of Work.

If Grantee has its own formal purchasing policies and ordinances requiring certain bidding procedures, Grantee may follow its own policies and ordinances and subparagraphs (a) through (g) of this Section 5 shall not apply to Grantee.

If Grantee does not have formal purchasing policies or ordinances containing bidding procedures, Grantee agrees to follow the bidding procedure set forth in subparagraphs (a) through (g) of this Section 5.

Regardless of the bidding procedures followed, copies of all advertisements, notices, bid packages, bid forms, bond forms, bids, proposals, contracts for goods and services and all other documents related to materials, supplies or contractual services for completion of the Project shall be made available to the Commission upon request.

(a) *Formal Written Bids Required.* Supplies, materials, equipment and contractual services (except professional services) needed for the Project shall be procured only after advertisement and receipt of formal written bids when the value of the procurement is in excess of three thousand dollars (\$3,000.00). No contract or purchase shall be subdivided to avoid competitive bidding procedures.

(b) *Advertisement / Notice.* Such bids shall be invited through a notice published in a newspaper of general circulation in the county, at least two (2) weeks prior to the date specified for submission of bids. A public notice shall also be posted in a prominent and public place in the City. Such notice shall include: A general description of the item or items to be purchased; the conditions of such purchase; the place where specifications and bid forms may be secured; the time and place for submitting such bids; the time and place for acceptance of bids. Grantee may also solicit bids by mailing copies of the specifications and bidding documents to prospective vendors.

(c) *Sealed Bids.* All bids shall be sealed, shall be identified as bids on the envelope and shall be submitted within the time and at the place stated in the public notice inviting bids. The time of receipt of each bid shall be entered by the receiving employee on the envelope containing such bid. The Grantee shall publicly open all bids at the time and place designated in the notice to bid.

(d) *Prevailing Wage.* Prevailing wage shall be paid on all projects as required by Section 290.230 R.S.Mo. The prevailing wage information must be provided before advertisement for bids (Sections 290.320 and 290.325 R.S.Mo.) and must be incorporated into the Grantee's contracts related to the Project (Section 290.250 R.S.Mo.).

(e) *Performance and Payment Bonds.* Grantee shall require all contractors to furnish to Grantee performance and payment bonds as required by Section 107.170 R.S.Mo.

(f) *Award of Contract.* Grantee shall select the lowest responsible bidder. In determining whether a bidder is qualified, Grantee shall consider the experience of the bidders and shall check all references for bidders prior to award of the contract. If a bidder has failed to list references for the particular type of work solicited, the bid shall be rejected.

(g) *Professional Services.* Unless an architect, engineer, planner, land surveyor or other similar consultant is already under contract, Grantee may hire such qualified professionals after soliciting qualifications and negotiating a fee proposal from the most qualified firm.

6. Records

The Grantee shall keep proper books of record and account, in which full and correct entries shall be made of all dealings or transactions of or in relation to the properties, business and affairs of the Grantee and the Project in accordance with generally accepted accounting principles.

The Grantee shall at any and all reasonable times, upon the written request of the Commission and at the expense of the Grantee, permit the Commission by its representatives to enter and inspect or audit the properties, books of account, records, reports and other papers of the Grantee relating to the Project, except personnel records, and to take copies and extracts therefrom, and will afford and procure a reasonable opportunity to make any such inspection, and the Grantee shall furnish to the Commission any and all information as the Commission may reasonably request, and at the expense of the Grantee, including such statistical and other operating information requested on a periodic basis, in order to enable the Commission to make any reports required by law or governmental regulations and to determine whether the covenants, terms and provisions of this Agreement have been complied with by the Grantee.

7. Grantee's Continuing Obligation to Maintain and Use Improvements

Grantee acknowledges that, unless otherwise specifically provided, improvements funded by Commission grants shall be presumed to have a minimum useful life of ten (10) years, absent acts of God, unforeseen health or safety concerns, or other extraordinary circumstances as may be determined by the Commission in its sole discretion.

Therefore, Grantee shall maintain in good condition, operate and use the improvements for public benefit continuously throughout that ten (10) year period as measured from the date of reimbursement by the Commission to the Grantee with respect to the specific improvement in question.

If Grantee shall fail to so maintain, operate and use the funded improvement, the Commission may, after affording the recipient an opportunity to be heard and in addition to any other remedies available at law or in equity, disqualify the recipient from grant eligibility for the unused portion of the presumed minimum useful life and/or recover that percentage of the funding grant at issue equal to the unused portion of the presumed minimum useful life.

This provision shall survive expiration or other termination of this Agreement.

8. Authority to Contract

The Grantee shall not have the authority to contract for, or on behalf of, or incur obligations on behalf of the Commission. However, the Grantee may contract with qualified providers of services, provided that any such contract shall acknowledge the binding nature of this Agreement, and incorporate this Agreement, together with its attachments. The Grantee agrees to be solely responsible for the performance of any contractor.

9. Compliance with Laws and Regulations

The Grantee shall conduct its affairs and carry on its business and operations in such manner as to comply with any and all applicable laws of the United States of America and the several states thereof and to observe and conform to all valid orders, regulations or requirements of any governmental authority applicable to the conduct of its business and operations and the development of the Project, including without limitation environmental laws, orders or regulations.

10. Licenses and Permits

The Grantee shall procure and maintain all licenses and permits necessary or desirable in the operation of its business and affairs and the development of the Project.

11. Indemnity

The Grantee shall indemnify and hold harmless the Commission and its directors, officers, employees and agents from and against all loss, liability, damage or expense arising out of the execution of this Agreement, including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority arising out of or in any way connected with the Project, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Project. The Grantee shall also indemnify and hold harmless the Commission and its directors, officers, employees and agents from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them in any action or proceeding brought by reason of any such claim, demand, expense, penalty, fine or tax. If any action or proceeding is brought against the Commission or its directors, officers, employees or agents by reason of any such claim or demand, the Grantee, upon notice from the Commission, covenants to resist and defend such action or proceeding on demand of the Commission or its directors, officers, employees or agents. The Grantee shall also indemnify and hold harmless the Commission from and against, all costs, expenses and charges, including reasonable counsel fees, incurred after default of the Grantee in enforcing any covenant or agreement of the Grantee contained in this Agreement.

12. Events Constituting Default

The term "event of default" wherever used in this Agreement, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default of any covenant or agreement of the Grantee in this Agreement, and continuance of such default or breach for a period of 30 days after there has been given to the Grantee by the Commission a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Grantee shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(b) any representation or warranty made by the Grantee in this Agreement or in any written statement or certificate furnished to the Commission proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within 30 days after there has been given to the Grantee by the Commission a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Grantee shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(c) the entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Grantee, or adjudging the Grantee as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of the Grantee under the United

States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for the Grantee or any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order remains unstayed and in effect for a period of 90 consecutive days; or

(d) the commencement by the Grantee of a voluntary case, or the institution by it of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by it to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Grantee or any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability or its failure to pay its debts generally as they become due, or the taking of corporate action by the Grantee in furtherance of any such action.

13. Exercise of Remedies by the Commission Upon Default

Upon the occurrence and continuance of any event of default under this Agreement, unless the same is waived as provided in this Agreement, the Commission shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(a) *Right to Bring Suit, Etc.* The Commission may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to realize on or to foreclose any of its interests or liens under this Agreement, to enforce and compel the performance of the duties and obligations of the Grantee as set forth in this Agreement and to enforce or preserve any other rights or interests of the Commission under this Agreement existing at law or in equity.

(b) *Termination of Disbursements.* To terminate the obligation to disburse any further proceeds of the grant and to require the Grantee to repay moneys advanced prior to the date of receipt of notice of termination from the Commission, together with interest at the statutory rate as of the termination of the obligation to make disbursements, plus one percent.

If the Grantee should default under any of the provisions hereof, and the Commission shall employ attorneys or incur other expenses for the enforcement or performance of any obligation or agreement on the part of the Grantee, the Grantee will on demand pay to the Commission the reasonable fees of such attorneys and such other expenses so incurred.

14. Rights and Remedies Cumulative

No right or remedy herein conferred upon or reserved by the Commission is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

15. Termination / Return of Grant Funds

Upon the occurrence, and continuance after the appropriate notice period as set forth in this

Agreement, of any event of default under this Agreement, this Agreement shall automatically terminate.

Upon the termination of the Agreement by virtue of the expiration of the term of the Agreement, an event of default, or for any other reason, all grant funds which have been given to the Grantee for the Project shall be returned to the Commission immediately upon termination of the Agreement.

16. Nondiscrimination

Grantee agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

17. Compliance with Americans with Disabilities Act

Grantee agrees to comply with the Americans with Disabilities Act (ADA) in that no person shall on the grounds of a disability be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this program.

18. Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

19. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

20. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

21. Notices

All notices and communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the location set forth below or at a place designated hereafter in writing.

Commission:

Municipal Park Grant Commission
C/O Municipal League of Metro St. Louis
11911 Dorsett Rd.
Maryland Heights, Missouri 63043

Grantee:

Tom McCarthy
690 Chesterfield Parkway West
Chesterfield MO 63017-0760
636-812-9503

22. Successors to Interest

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

23. Severability

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction, to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

24. Waiver

The failure of the Commission to enforce any provisions of this Agreement shall not constitute a waiver by the Commission of that or any other provision.

25. Effective Date of Agreement

The effective date of this Agreement shall be that date shown on the first page of this Agreement.

26. Entire Agreement

This Agreement constitutes the entire agreement between the parties. Exhibits A and B are attached hereto and incorporated herein as if fully set forth. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representation, oral or written, not specified herein regarding this Agreement. Grantee, by the signature below of its authorized representative, hereby acknowledged that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date entered above.

COMMISSION:

By: J M B...

ATTEST:

Lindsay Swank
(Commission Secretary):

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

Now on this _____ day of _____, 2020, appeared before me _____
_____ who stated that he/she/they is/are the _____
_____ for the Municipal Park Grant
Commission, and that he/she/they executed this Agreement on behalf of the Commission, by authority of
its governing body and that this Agreement is the free act and deed of the Commission.

IN WITNESS WHEREOF, I have placed my hand and my official seal on the day and year first
above written.

Notary Public

My commission expires:

GRANTEE:

me Terrell
By:

ATTEST:

Vickie McBound
By (City Clerk):

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

Now on this 9th day of November, 2020, appeared before me Mike Geisel who stated that he/she/they is/are the City Administrator for the City of Chesterfield, Grantee, and that he/she/they executed this Agreement on behalf of Grantee, by authority of its governing body and that this Agreement is the free act and deed of Grantee.

IN WITNESS WHEREOF, I have placed my hand and my official seal on the day and year first above written.

A. J. Miller
Notary Public

My commission expires: 12/10/2023



EXHIBIT A - SCOPE OF WORK

Chesterfield RD 21 / Logan Park

Part 1	Project	City	Grant
Project Cost (100%)	Cost	Match	Award
Pavilion	193,018		193,018
Restroom Facility	203,803		203,803
Playground and surfacing	175,775	47,596	128,179
Utilities	70,500	70,500	
Parking lot	55,000	55,000	
Park Walkways	12,600	12,600	
Amenities	2,304	2,304	
Earthwork	30,000	30,000	
In kind Match	94,935	94,935	
Matching Funds			
Total Part 1	\$837,935	\$312,935	\$525,000
Part 2	Project		
Aesthetics Items (50%)	Cost	Match	Grant
Matching Funds			
Total Part 2	\$0	\$0	\$0
Part 3	Project		
(A-9% & B-6%)	Cost	Match	Grant
A - Architect, Engineering,	47,000	47,000	
B - Construction Manage.			
Matching Funds			
Total Part 3	\$47,000	\$47,000	\$0
GRAND TOTALS	Project		
	Cost	Match	Grant

Total	\$884,935	\$359,935	\$525,000
--------------	------------------	------------------	------------------

Project total Cost	\$884,935	Part 3 (A)	5.31%
Total Match	\$359,935	(B)	0.00%
Grant Amount	\$525,000		
		Match %	41%

EXHIBIT B

GRANTEE REIMBURSEMENT REQUEST – MUNICIPAL PARKS GRANT COMMISSION

[Requirements for reimbursement are set forth in the Grant Agreement].

Date: _____ Municipality: _____ Round: _____

This reimbursement request is for: \$ _____.

Please fill out the following:

1. Date the Project (or portion subject to this request) was completed:

2. Estimated amount provided by the City or others: _____

3. An evaluation of the Project results and benefits, including how the original expectations were met that may be used in the Commission's Annual Report.

COMPLETE THE WORKSHEET ON NEXT PAGE

Attach the following supporting documents to show expenditures related to the Project.

- ☐ Page 2 of this Exhibit (Use paid invoices. AIA forms are not allowed without Commission approval.)
- ☐ Paid invoices
- ☐ Cancelled checks (both sides) written by the City (your bank may fax these to you)
- ☐ Photographs of the Project [digital pictures may be sent via e-mail to: staff@stlmuni.org]
- ☐ Other information that may be helpful: _____

I hereby certify that all materials, supplies and contractual services were properly bid and that the expenditures in all other respects conform to applicable law.

Sign Here: _____

Print Name and Title Here: _____

(Revised July 1, 2004)

Exhibit B – Reimbursement Worksheet

PROJECT SCOPE ITEMS AND INFORMATION FOR REVIEW AND INSPECTION

Agreement			Built		
No.	Item Description	Agreement \$	Item Description	Invoice \$	
1					
2					
3					
4					
5					
6					
7					
8					
9					
TOTAL					

Attach actual invoices and cancelled checks for each line item above after completing this form.

(Revised July 1, 2004)

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Keathley

Vice Chair: Councilmember DeCampi

The Public Health and Safety Committee met on December 9th, 2020. There are no action items for the Monday, January 4, 2021 City Council meeting.

However, there were two items discussed by the PH&S Committee at their last meeting:

- 1) The Committee directed staff to update the “Contiguous Neighbor Notification” form associated with authorized bow hunting within the City, to include a signature line.
- 2) The Committee directed staff to broadly distribute information relative to the City’s response and enforcement activities related to the County’s Health Order.

NEXT MEETING

The next meeting of the Public Health and Safety Committee has not yet been scheduled.

If you have any questions or require additional information, please contact Chief Ray Johnson or me prior Monday’s meeting.

MINUTES
PUBLIC HEALTH & SAFETY COMMITTEE MEETING
DECEMBER 9, 2020
Via Zoom

DRAFT

- I. The meeting was called to order at 5:50 PM by Chairperson Councilmember Ben Keathley after some technical difficulties.

- II. Roll Call:

Councilmember Ben Keathley, Ward II, Chairperson, Councilmember Mary Monachella, Ward I. Councilmember Dan Hurt, Ward III, Councilmember Tom DeCampi, Ward IV, Councilmember Mary Ann Mastorakos, Ward II, Councilmember Michael Moore, Ward III, City Administrator Mike Geisel, Chief Ray Johnson, Captain Michael Thompson, Captain Cheryl Funkhouser, Captain Dan Dunn.

- III. Approval of Minutes

The Committee members reviewed the minutes of the August 11, 2020 meeting. Councilmember Monachella motioned and Councilmember Hurt seconded to approve the minutes. The motion carried 4-0.

- IV. Maryville University Housing of Students in Chesterfield – Update

Chief Johnson reviewed a current agreement between the City of Chesterfield and Maryville whereas 136 university students are housed in Chesterfield (the Drury Hotel). The university students attend classes at the university but safety issues for the students while in Chesterfield are part of the agreement. There have been no issues reported to the police department to date. At this time, students have left the hotel for winter break. The students will return to the same rooms they occupied at the hotel when they return. The policies outlined in the agreement will continue for the next school semester as planned.

- V. Deer Hunting Ordinance

Chairperson Keathley led a discussion regarding the current ordinance regulating bow hunting in Chesterfield.

Chief Johnson reviewed the statistics of the results of hunting to date and the final results of 2019. The hunting process is going well with 88 properties currently participating in the program. It is expected that the total number of deer harvested will surpass last year.

Chairperson Keathley voiced concern regarding the notification of contiguous neighbors. Chief Johnson noted that the notification process includes the request for the hunter to retrieve animals if they happen to wander from the registered property. To date this process has worked well.

Chairperson Keathley requested that the notification forms include a place for the signature of the contiguous property owner noting they have been notified along with the clarification regarding the retrieval of a dead animal.

The committee members continued to discuss this issue. Councilmember Hurt asked if the process needed any change or if there have been any complaints and/or problems with the current process. Chief Johnson replied that there have been no reported issues regarding notification of private property owners. There was one issue reported when a subdivision began hunting on common ground and several property owners claimed they were not notified. This was addressed with the trustees of the subdivision who registered the common ground.

Councilmember Keathley motioned and Councilmember DeCampi seconded to require property owners' signature on the notification of contiguous neighbor and that copies of those signed forms be part of the hunting registration.

Discussion continued with all members of the Committee voicing support for the program. Councilmember DeCampi, who himself is a bow hunter, voiced his opinion that the requirement of signatures on the form will not hinder the program. It was agreed that if a contiguous neighbor refuses to sign, this will not stop a hunt on the registered property.

After discussion, the motion carried 4-0. There is no modification to the ordinance needed and the notification to contiguous neighbor form will be modified to add signatures.

V. Enforcement of COVID-Relation Regulations

Chairperson Keathley asked Chief Johnson the purpose of the Chesterfield Police Department's presence at the scene of the recent closing of a Chesterfield restaurant by the St. Louis County Health Department due to Covid restrictions.

Chief Johnson noted that the Police Department officers were only on the scene to "keep the peace" in case the situation escalates.

Chief Johnson informed those present that the Police Department has an internal directive to all officers regarding situations such as this and has made it clear that the Chesterfield Police Department does not enforce St. Louis County Health Department regulations.

Chairperson Keathley asked that this directive be made available to the public. Chief Johnson replied that he would do so.

City Attorney Graville noted that the St. Louis County Police Department is also only acting in a "stand-by" role for situations like this.

Discussion continued and members of the Committee agreed that it would be a good idea to inform citizens and especially businesses in Chesterfield of the policy. Mr. Geisel said that a Resolution is not necessary but a recommendation from this Committee would result in the City staff taking appropriate action to notify the appropriate people and businesses.

Upon unanimous recommendation from the Committee members, City staff will alert citizens and the business community by utilizing the City website, the City newsletter, various social media platforms and requesting that the Chamber of Commerce assist by notifying their members.

VI Other – Flash Flooding Conway Road

Councilmember Mastorakos requested information on any improvements to Conway Road after a recent flash flooding incident this past August. Chief Johnson reported that the City Public Works Department had requested that St. Louis County install warning signage, and this has been done. Chief Johnson also reported that police officers follow a protocol regarding shutting down roadways when flooding occurs. However, Chief Johnson noted that this type of flash flood that occurred in August is not a frequent problem. During continued discussion Chief Johnson noted that movable arms and blinking lights have been suggested but must be approved by St. Louis County because Conway Road is a County roadway.

After discussion, the Committee members agreed that this item is site specific. The Police Department will continue to monitor this site during times of flash flooding. Chairperson Keathley asked that City Administrator Geisel, Chief Johnson, or Mr. Jim Eckrich to notify him if there is anything else the Public Health & Safety Committee can act upon to improve this site proactively. To that end, the City will contact St. Louis County and request they review the site and give consideration to possible additional safety measures such as water-height activated blinking lights or movable gate arms for road closure.

Having no further business, the meeting adjourned at 7:01 PM



NEIGHBORHOOD POLICY DEER HUNTING

CONTIGUOUS NEIGHBOR NOTIFICATION

I have been notified in writing by:

(Name)

(Address)

That they plan to bow hunt on land contiguous to my property during archery season September 15, 20__-January 15, 20__.

The hunter(s) having permission to hunt in accordance with Chesterfield Ordinance 2217

() May

() May Not

Enter my property for the sole purpose of deer retrieval.

Name

Address

Date

Signature of property owner

REPORT FROM THE CITY ADMINISTRATOR & OTHER ITEMS REQUIRING ACTION BY CITY COUNCIL

I have no action items to report for Monday's meeting.

OTHER LEGISLATION

Bill No. 3328 - 15320 Conway Fire Hydrant Ordinance

Approves the installation of two (2) fire hydrants along Conway Road located within the City of Chesterfield.

(First & Second Readings) Department of Public Works recommends approval.

UNFINISHED BUSINESS

There are no "Unfinished Business" action items scheduled on the agenda for this meeting.

NEW BUSINESS

BILL NO. 3328

ORDINANCE NO. _____

**APPROVES THE INSTALLATION OF TWO (2) FIRE HYDRANTS ALONG
CONWAY ROAD LOCATED WITHIN THE CITY OF CHESTERFIELD.**

WHEREAS, at a duly called meeting of the Board of Directors of the Monarch Fire Protection District, the placement of certain fire hydrants was approved; and,

WHEREAS, it is necessary for the authorization of the placement of said fire hydrants by ordinance.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:**

Section 1. The placement of the following fire hydrants at such exact location as specified by the Insurance Services Office of Missouri and as approved by the Board of Directors of the Monarch Fire Protection District is hereby approved by the City of Chesterfield for installation:

Two (2) fire hydrants at the following locations:

1. On the north side of Conway Road at a point approximately 280 feet east of the existing fire hydrant in front of 15431 Conway Road.
2. On the north side of Conway Road at a point approximately 435 feet east of the existing fire hydrant in front of 15431 Conway Road.

Section 2. The Missouri American Water Company is authorized to install said fire hydrants at the aforesaid locations.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2021.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 01/04/2021

EXECUTIVE SESSION

We have scheduled an executive session prior to Monday's meeting, for the purpose of updating City Council relative to the ongoing negotiations with the Fraternal Order of Police. As you know, the City Council delegated these negotiations to a negotiating committee, consisting of the Chief of Police, the City Attorney, the City Administrator, Special Labor Counsel Michael Harris, Mayor Nation and President Pro-tem Councilmember Moore. Finance Director Jeannette Kelly has also participated as a resource to the negotiating committee and has provided exceptional feedback.

We are preparing a presentation for Monday evening and expect to distribute confidential executive session materials under separate cover.

The discussion during this Executive Session is scheduled to include the following:

RSMo 610.021 (9) – Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups.

If you have any questions or comments, please feel free to contact me prior to Monday's meeting.