AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, August 4, 2025
7:00 PM

I. CALL TO ORDER - Mayor Dan Hurt

II. PLEDGE OF ALLEGIANCE - Mayor Dan Hurt

III. MOMENT OF SILENT PRAYER - Mayor Dan Hurt

IV. ROLL CALL - City Clerk Vickie McGownd

V. APPROVAL OF MINUTES - Mayor Dan Hurt

A. City Council Meeting Minutes - July 21, 2025

B. Executive Session Meeting Minutes - July 21, 2025

VI. INTRODUCTORY REMARKS - Mayor Dan Hurt

A. Thursday, August 7, 2025 - Planning & Public Works (5:30pm)

B. Monday, August 18, 2025 - City Council (7pm)

VII. COMMUNICATIONS AND PETITIONS - Mayor Dan Hurt

A. Public Comment

VIII. APPOINTMENTS - Mayor Dan Hurt

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Merrell Hansen, Ward IV

1. **Bill No. 3546 – Action to amend existing agreement with the St. Louis County Government for Code Enforcement Services:** An ordinance authorizing an amendment to an existing agreement with St. Louis County, Missouri for the provision of Code Enforcement

Services building/swimming pool and spa, residential, existing building, mechanical, electrical, plumbing and explosives codes. **(Second Reading) Planning and Public Works Committee recommends approval with a 3 – 0 vote.**

2. **Bill No. 3547 – Chesterfield Valley Athletic Complex (CVAC) Easement Dedication:** An ordinance pertaining to the dedication of an easement to Missouri American Water Company at Chesterfield Valley Athletic Complex (17891 North Outer 40 Road) in the City of Chesterfield. **(Second Reading) Planning and Public Works Committee recommends approval with a 3 – 0 vote.**

3. **Bill No. 3548 – Chesterfield Regional TIF: RPA-1 Amended Redevelopment Agreement:** An ordinance of the City of Chesterfield, Missouri authorizing and approving an Amended and Restated Redevelopment Agreement by and between the City and TSG Downtown Chesterfield Redevelopment, LLC in connection with the redevelopment of that portion of the Redevelopment Area designated as RPA-1 under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; authorizing certain actions by City officials and officers; and containing a severability clause. **(Second Reading) Planning and Public Works Committee recommends approval with a 4 – 0 vote.**

4. **Next Meeting - August 7, 2025 (5:30 PM)**

B. Finance and Administration Committee – Chairperson Michael Moore, Ward III

1. **Bill No. 3549** - An ordinance of the City of Chesterfield, MO amending certain sections of Title I of the Chesterfield Municipal Code. **(Second Reading) Finance and Administration Committee recommends approval with a 4 – 0 vote.**

2. **Next Meeting - Not yet scheduled**

C. Parks, Recreation and Arts Committee – Chairperson Mary Ann Mastorakos, Ward II

1. **Public Art Review Criteria - Proposed Policy (Voice Vote)** – **Parks, Recreation & Arts Committee recommends approval with a 4-0 vote.**

2. **Synergism - Art Opportunity -** Art donation acceptance and budget amendment for repair and relocation**. (Roll Call Vote) – Parks, Recreation & Arts Committee recommends approval with a 4-0 vote.**

3. **Sculpture on the Move - "To Bee, or Not To Bee" -** recommendation to locate the new sculpture to Eberwien Park and replace the outgoing sculpture on the move "Bird" on the same pad along the new walking path. **(Voice Vote) Parks, Recreation & Arts Committee recommends approval with a 3-1 vote.**

4. **Next Meeting - Not yet scheduled**

D. Public Health and Safety Committee – Chairperson Mary Monachella, Ward I

1. **Bill No. 3550** - An ordinance amending Chapter 21, Section 21-78 of the Chesterfield City Code relating to Social Hosting and Unruly Gatherings. **(Second Reading) Public Health & Safety Committee recommends approval with a 4 – 0 vote.**

2. **Bill No. 3551** - An ordinance of the City of Chesterfield, Missouri, amending chapter 500 article II related to minimum standards of maintenance for buildings and structures within the city. **(Second Reading) Public Health & Safety Committee recommends approval with a 4 – 0 vote.**

3. **Next Meeting - Not yet scheduled**

X. REPORT FROM THE CITY ADMINISTRATOR - Mike Geisel

A. **Liquor License - Blue Agave Cocina Y Margaritas** - 104 Chesterfield Towne Center - has requested a new liquor license for retail sale of all kinds of intoxicating liquor and Sunday sales of intoxicating liquor. There are no known outstanding municipal violations at this location. **(Voice Vote)**

XI. OTHER LEGISLATION

A. **Bill No. 3552** - An ordinance re-adopting the procedure established in Ordinance No. 605 of the City of Chesterfield as the procedure for disclosure of conflicts for certain municipal officials. **(First Reading)**

B. **Bill No. 3553** - An ordinance of the City of Chesterfield, Missouri authorizing the City Administrator to execute a real estate purchase and sale agreement for properties located at 16150, 16290, and 16301 Main Circle Drive. **(First Reading)**

C. **Proposed Resolution 510** - A resolution authorizing the solicitation of direct financing to pay a portion of the costs of acquiring property within the city; and authorizing other matters related thereto. **(Roll Call Vote)**

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. 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.

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE CITY COUNCIL MEETING SHOULD CONTACT CITY CLERK VICKIE MCGOWND AT (636)537-6716, AT LEAST TWO (2) WORKDAYS PRIOR TO THE MEETING.

RECORD OF PROCEEDING

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

JULY 21, 2025

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

Mayor Dan Hurt 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 Dan Hurt	
Councilmember Mary Monachella	
Councilmember Barbara McGuinness	
Councilmember Patricia Tocco	
Councilmember Mary Ann Mastorakos	
Councilmember Lane Koch	
Councilmember Michael Moore	
Councilmember Merrell Hansen	
Councilmember Gary Budoor	

APPROVAL OF MINUTES

The minutes of the June 16, 2025 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Budoor, to approve the June 16, 2025 City Council minutes. A voice vote was taken with an affirmative result (Councilmember Monachella Abstained) and Mayor Hurt declared the motion passed.

The minutes of the June 4, 2025 Executive Session were submitted for approval. Councilmember Monachella made a motion, seconded by Councilmember Moore, to approve the June 4, 2025 Executive Session minutes. A voice vote was taken with an affirmative result (Councilmembers McGuinness and Tocco voted Nay) and Mayor Hurt declared the motion passed.

The minutes of the June 16, 2025 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Hansen, to approve the June 16, 2025 Executive Session minutes. A voice vote was taken with an affirmative result (Councilmember Monachella Abstained) and Mayor Hurt declared the motion passed.

INTRODUCTORY REMARKS

Mayor Hurt recognized a Boy Scout in attendance and invited him to stay after the meeting to ask any questions he may have.

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

COMMUNICATIONS AND PETITIONS

Ms. Kathy Prainito, In-house Counsel for Midas Hospitality, offered to answer questions pertaining to the liquor license request for Fairfield Inn/Springhill Suites – 1065 Chesterfield Pkwy E.

Mr. Tim Lowe, representing The Staenberg Group, offered to answer questions pertaining to Bill No. 3548 – Chesterfield Regional TIF: RPA-1 Amended Redevelopment Agreement.

APPOINTMENTS

Mayor Hurt nominated Mr. Scott Starling and Mr. John Lavrich for re-appointment to the Architectural Review Board. Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to re-appoint Mr. Scott Starling and Mr. John Lavrich to the Architectural Review Board for terms of two years each. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning & Public Works Committee

Bill No. 3546 Authorizes an amendment to an existing agreement with St. Louis County, Missouri for the provision of Code Enforcement Services building/swimming pool and spa, residential, existing building, mechanical, electrical, plumbing and explosives codes. **(First Reading) Planning and Public Works Committee recommends approval**

Councilmember Merrell Hansen, Chairperson of the Planning & Public Works Committee, made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3546. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed. Bill No. 3546 was read for the first time.

Bill No. 3547 Pertains to the dedication of an easement to Missouri American Water Company at Chesterfield Valley Athletic Complex (17891 North Outer 40 Road) in the City of Chesterfield. **(First Reading) Planning and Public Works Committee recommends approval**

Councilmember Hansen made a motion, seconded by Councilmember Budoor, for the first reading of Bill No. 3547. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed. Bill No. 3547 was read for the first time.

Councilmember Hansen made a motion, seconded by Councilmember Monachella, to approve the proposed modification to Public Works Policy No. 42 – Debris Management Plan. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed.

Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve a budget transfer of $500,000 from General Fund Fund Reserves to the Capital Projects Fund to fund a change order to the Slab Replacement Project B contract, increasing the scope of work. A roll call vote was taken with the following results: Ayes – Koch, Monachella, Mastorakos, Tocco, Moore, McGuinness, Budoor and Hansen. Nays – None. Mayor Hurt declared the motion passed.

Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve a change order, increasing the scope of work for Slab Replacement Project B by an amount not to exceed $500,000. A roll call vote was taken with the following results: Ayes – Hansen, Budoor, Koch, Monachella, Moore, Tocco, McGuinness and Mastorakos. Nays – None. Mayor Hurt declared the motion passed.

Councilmember Hansen made a motion, seconded by Councilmember Budoor, to approve the MSD Municipal Stormwater Grant Policy, as recommended by the Department of Public Works and the Planning and Public Works Committee. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed.

Councilmember Hansen made a motion, seconded by Councilmember Monachella, to approve the amended site development plan, landscape plan, lighting plan and architectural elevations for The Wedge project, as recommended by the Planning and Public Works Committee. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed.

Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve the comprehensive sign package for The Wedge, as amended, and as recommended by the Planning and Public Works Committee. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed.

Bill No. 3548 Authorizes and approves an Amended and Restated Redevelopment Agreement by and between the City and TSG Downtown Chesterfield Redevelopment, LLC in connection with the redevelopment of that portion of the Redevelopment Area designated as RPA-1 under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; authorizing certain actions by City officials and officers; and containing a severability clause. **(First Reading) Planning and Public Works Committee recommends approval**

Councilmember Hansen made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3548. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed. Bill No. 3548 was read for the first time.

Councilmember Hansen made a motion, seconded by Councilmember Monachella, to approve the Chesterfield Regional TIF Intergovernmental Agreement with the Parkway School District. A roll call vote was taken with the following results: Ayes – Moore, Koch, Budoor, Hansen, McGuinness, Monachella, Mastorakos and Tocco. Nays – None. Mayor Hurt declared the motion passed.

Councilmember Hansen announced that the next meeting of this Committee is scheduled for Thursday, August 7, at 5:30 p.m. – the meeting originally scheduled for July 24 has been cancelled.

Finance & Administration Committee

Councilmember Michael Moore, Chairperson of the Finance & Administration Committee, made a motion, seconded by Councilmember Budoor, to approve the 2026 Proposed City Council Meeting Schedule, as recommended by the Finance and Administration Committee. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed.

Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve a proposed resolution adopting and implementing an updated purchasing manual for the City of Chesterfield, as recommended by the Finance and Administration Committee. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed. The successful resolution became Chesterfield Resolution No. 506.

Councilmember Moore made a motion, seconded by Councilmember Koch, to approve a proposed resolution adopting and implementing an updated travel policy and expense reimbursement policy for the City of Chesterfield, as recommended by the Finance and Administration Committee. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed. The successful resolution became Chesterfield Resolution No. 507.

Bill No. 3549 Amends certain sections of Title I of the Chesterfield Municipal Code. **(First Reading) Finance and Administration Committee recommends approval**

Councilmember Moore made a motion, seconded by Councilmember Tocco, for the first reading of Bill No. 3549. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed. Bill No. 3549 was read for the first time.

<u>Parks, Recreation & Arts Committee</u>

Councilmember Mary Ann Mastorakos, Chairperson of the Parks, Recreation & Arts Committee, announced that this committee met immediately prior to the Council meeting and actions from that meeting will be addressed at the next City Council meeting.

Councilmember Mastorakos announced that the next meeting of this Committee is tentatively scheduled for Monday, August 11, at 4:30 p.m.

<u>Public Health & Safety Committee</u>

Bill No. 3550 Amends Chapter 21, Section 21-78 of the Chesterfield City Code relating to Social Hosting and Unruly Gatherings. **(First Reading) Public Health & Safety Committee recommends approval**

Councilmember Mary Monachella, Chairperson of the Public Health & Safety Committee, made a motion, seconded by Councilmember Budoor, for the first reading of Bill No. 3550. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed. Bill No. 3550 was read for the first time.

Bill No. 3551 Amends Chapter 500 Article II related to minimum standards of maintenance for buildings and structures within the city. **(First**

Reading) Public Health & Safety Committee recommends approval

Councilmember Monachella made a motion, seconded by Councilmember Hansen, for the first reading of Bill No. 3551. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed. Bill No. 3551 was read for the first time.

Councilmember Monachella made a motion, seconded by Councilmember Koch, to approve a proposed resolution affirming the City of Chesterfield's commitment to public safety, as recommended by the Public Health and Safety Committee. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed. The successful resolution became Chesterfield Resolution No. 508.

Councilmember Monachella made a motion, seconded by Councilmember Moore, to approve a proposed resolution adopting the 2025-2030 St. Louis Regional Hazard Mitigation Plan, as recommended by the Public Health and Safety Committee. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed. The successful resolution became Chesterfield Resolution No. 509.

REPORT FROM THE CITY ADMINISTRATOR

Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve the 2025-2026 Municipal League of Metro St. Louis annual dues. A roll call vote was taken with the following results: Ayes – Mastorakos, Monachella, Koch, Tocco, Hansen, McGuinness, Budoor and Moore. Nays – None. Mayor Hurt declared the motion passed.

City Administrator Mike Geisel reported that liquor licenses have been requested, and there are no known outstanding municipal violations, for the following:

- Gateway Studios, located at 900 Spirit of St. Louis Blvd., has requested a new liquor license for retail sale of all kinds of intoxicating liquor and Sunday sales of intoxicating liquor.
- Swim, Bike, Run, located at 17089 N. Outer Road, Suite 137, has requested a new liquor license for retail sale of malt liquor and light wine for consumption on the premise, and Sunday sales of intoxicating liquor.
- Fairfield Inn/Springhill Suites, located at 1065 Chesterfield Pkwy E, has requested a new liquor license for retail sale of all kinds of intoxicating liquor and Sunday sales of intoxicating liquor.

Councilmember Budoor made a motion, seconded by Councilmember Hansen, to approve issuance of a new liquor license to Gateway Studios; Swim, Bike, Run; and Fairfield Inn/Springhill Suites. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed.

OTHER LEGISLATION

Bill No. 3544 Finds and declares a certain area in the city a blighted area under Chapter 353 of the Revised Statutes of Missouri, as amended; approving the 18423 Olive Street Road 353 Development Plan and Project submitted for the redevelopment of such area; and authorizing further actions in connection therewith. **(Second Reading) Department of Planning recommends approval**

Councilmember Moore made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3544. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3544 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3544 with the following results: Ayes – Budoor, McGuinness, Hansen, Monachella, Koch, Moore, Mastorakos and Tocco. Nays – None. Mayor Hurt declared Bill No. 3544 approved, passed it and it became **ORDINANCE NO. 3334.**

Bill No. 3545 Authorizes an agreement between the City of Chesterfield and Energy Marketing 709, LLC relating to the redevelopment of approximately 5.04 acres. **(Second Reading) Department of Planning recommends approval**

Councilmember Hansen made a motion, seconded by Councilmember Moore, for the second reading of Bill No. 3545, as amended by the blue sheet. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3545 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3545 with the following results: Ayes – Hansen, McGuinness, Mastorakos, Koch, Tocco, Monachella, Moore and Budoor. Nays – None. Mayor Hurt declared Bill No. 3545 approved, passed it and it became **ORDINANCE NO. 3335.**

UNFINISHED BUSINESS

There was no unfinished business scheduled on the agenda for this meeting.

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Hurt adjourned the meeting at 7:50 p.m.

Mayor Dan Hurt

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: __________________

Memorandum
Department of Planning

To: City Council

From: Justin Wyse, Director of Planning JW

Date: July 21, 2025

RE: **Action to amend existing agreement with the St. Louis County Government for Code Enforcement Services.**

Summary

On November 21, 1988, the City of Chesterfield entered into an agreement with St. Louis County for enforcement of their Building, Mechanical, Plumbing, Electrical, and Explosives codes within the City of Chesterfield. Pursuant to this ongoing agreement, it is necessary for the City of Chesterfield to periodically adopt the updated editions of the St. Louis County Codes as our minimum standards for construction, alteration, use and occupancy of building and structures.

Most recently, the City revised the City Code to remove the adoption of the International Property Maintenance Code. Following this action, the County has requested that the City update our contract for services to note that property maintenance is not an included service provided for.

All other terms and conditions of the Agreement shall remain in effect. The legislation for this adoption has been provided by St. Louis County and reviewed by the City of Chesterfield. The County ordinances for each of the code amendments are available in PDF format on the St. Louis County website at:

https://stlouiscountymo.gov/st-louis-county-departments/transportation-and-public-works/codes-and-ordinances/

Planning and Public Works Committee reviewed the request to amend the existing agreement with St. Louis County Government or Code Enforcement Services on June 12, 2025. At that time, the Committee made a recommendation to approve. The motion passed by a vote of 4-0.

Request

This item should be forwarded to City Council for review and approval (or denial).

BILL NO. ______________ **ORDINANCE NO.______________**

AN ORDINANCE AUTHORIZING AN AMENDMENT TO AN EXISTING AGREEMENT WITH ST. LOUIS COUNTY, MISSOURI FOR THE PROVISION OF CODE ENFORCEMENT SERVICES BUILDING/SWIMMING POOL AND SPA, RESIDENTIAL, EXISTING BUILDING, MECHANICAL, ELECTRICAL, PLUMBING AND EXPLOSIVES CODES

WHEREAS, the City of Chesterfield, Missouri is desirous of amending the existing Agreement with St. Louis County, Missouri for construction and property related code enforcement services pursuant to the agreement attached hereto.

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

Section 1. The Mayor of the City of Chesterfield, Missouri is hereby authorized to amend the "SCOPE OF SERVICES" of the existing Agreement with St. Louis County, Missouri dated November 21, 1988, for code enforcement services pursuant to the Amendment attached hereto and incorporated herein.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this ______ day of ___________________, 2025

______________________________ ______________________________

PRESIDING OFFICER Dan Hurt, MAYOR

ATTEST:

____

Vickie McGownd, CITY CLERK

FIRST READING HELD: 07/21/2025

ACTION TO AMEND EXISTING AGREEMENT WITH THE ST. LOUIS COUNTY GOVERNMENT FOR CODE ENFORCEMENT SERVICES

This AMENDMENT to the AGREEMENT for Code Enforcement services ("Amendment") made by and between ST. LOUIS COUNTY, MISSOURI, hereinafter referred to as "COUNTY", and the CITY OF CHESTERFIELD, MISSOURI, hereinafter referred to as "MUNICIPALITY", is effective when signed and dated by both parties.

WHEREAS, COUNTY and the MUNICIPALITY entered into an Agreement dated November 21, 1988, ("Agreement") for COUNTY to provide certain common services to MUNICIPALITY; and

WHEREAS, the parties desire to amend the SCOPE OF SERVICES of the Agreement; and

WHEREAS, MUNICIPALITY has duly enacted Ordinance Number: ___________, a copy of which is attached hereto and made a part hereof, said ordinance(s) being identical in substance to the codes **adopted** by COUNTY; and

WHEREAS, MUNICIPALITY has duly enacted Ordinance Number: ___________, a copy of which is attached hereto and made a part hereof, **authorizing** the execution of this Amendment to the Agreement on behalf of MUNICIPALITY; and

WHEREAS, Sections 1115.050 (Building), 1116.050 (Residential), 1117.050 (Exist. Bldg.), 1108.050 (Mechanical), 1102.040 (Electrical), 1103.P-116 (Plumbing), 711.025 (Explosives) SLCRO authorize COUNTY Executive to execute this Amendment;

NOW, THEREFORE, the COUNTY and MUNICIPALITY mutually agree as follows, to-wit:

1. Article I, Section 1.1 SCOPE OF SERVICES in the Agreement is hereby deleted and the following new Section 1.1 is inserted in its place:

   COUNTY shall provide MUNICIPALITY code enforcement services in the manner prescribed in the applicable code provisions for the following areas:

   a) Building Code, Chapter 1115, including the Swimming Pool and Spa Code, Chapter 1118, SLCRO 27,654 (Approved 12/18/19, Adopted 04/01/20), as amended
   b) Residential Code, Chapter 1116, SLCRO 27,654 (Approved 12/18/19, Adopted 04/01/20), as amended
   c) Existing Building Code, Chapter 1117, SLCRO 27,654 (Approved 12/18/19, Adopted 04/01/20), as amended
   d) Mechanical Code (including Fire Suppression Systems, Elevators and Conveying Systems, Amusement Rides and Periodic Inspections of Mechanical Equipment), Chapter 1108, SLCRO 27,619 (Approved 12/05/19, Adopted 04/01/20), as amended
   e) Electrical Code, Chapter 1102, SLCRO 27,430 (Approved 06/18/19, Adopted 10/01/19), as amended

f) Plumbing Code, Chapter 1103, SLCRO 27,424 (Approved 06/05/19, Adopted 10/01/19), as amended
g) Explosives Code, Chapter 711, SLCRO 22,015 (Approved 09/14/04), as amended

2. All other terms and conditions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the later of the dates below written:

MUNICIPALITY
CITY OF CHESTERFIELD, MISSOURI

APPROVED: ______________________________ ____________________
Mayor Date
(Printed name): Dan Hurt

ATTEST: ______________________________
City Clerk
(Printed name): Vickie McGownd

ST. LOUIS COUNTY, MISSOURI

______________________________ ____________________
St. Louis County Executive Date

ATTEST:

____
Administrative Director

APPROVED: APPROVED as to legal form:

______________________________ ______________________________
Director of Transportation & Public Works County Counselor

APPROVED:

____
Chief Accounting Officer

Legal Review: _____ _____

CE Review: _____ Encumbrance Review:________

Memorandum
Department of Public Works

CITY OF CHESTERFIELD PUBLIC WORKS

TO: Michael O. Geisel, P.E.
City Administrator

FROM: James A. Eckrich, P.E.
Public Works Dir. / City Engineer

DATE: June 4, 2025

RE: CVAC Missouri American Water Easement Dedication

As you know, the City of Chesterfield has partnered with Gumbo Flats LLC (previously Gateway Studios) to extend sanitary sewer service to multiple properties along North Outer 40 Road, including the Chesterfield Valley Athletic Complex (CVAC). Those sanitary sewer facilities are currently under construction. In addition to the sanitary sewer, Gumbo Flats LLC will also be constructing potable water and storm sewer facilities to service this area. The attached memorandum from Assistant City Engineer Zachary Wolff describes the proposed water main extension, and the details of the recommended easement dedication necessary to facilitate construction of a new twelve-inch water main along North Outer 40.

As you may recall, Goal Number 2, Objective 1 of the City's Strategic Plan is to plan for water, storm sewer, and sanitary upgrades to ensure continuous operation of the CVAC. Dedication of this easement is necessary in order to construct the water improvements necessary to help achieve this objective.

Should you have questions, or require additional information, please contact me.

Action Recommended

This matter should be forwarded to the Planning and Public Works Committee for consideration. Should the PPW Committee concur with Staff's recommendation it should vote to forward the attached ordinance to the full City Council for approval.

Memorandum

TO: **James A. Eckrich, PE**
Director of Public Works/City Engineer

FROM: **Zachary S. Wolff, PE** ZSW
Assistant City Engineer

DATE: **June 4, 2025**

RE: **Missouri American Water Company Easement Request at Chesterfield Valley Athletic Complex**

As you are aware, the City has partnered with Gumbo Flats, LLC (previously Gateway Studios) to extend sanitary sewer service to multiple properties along North Outer 40 Road, west and east of the Chesterfield Valley Athletic Complex (CVAC). The same properties that will be served by the new sanitary sewer also require an extension of the public water main system for water service. Stock and Associates, on behalf of Gumbo Flats/Gateway Studios, has designed a public 12" water main extension project to extend water service to multiple properties along North Outer 40 Road. Missouri American Water Company (MAWC) has reviewed and approved the plans and will accept the water main into their system for public maintenance upon completion of construction and dedication of the necessary easement. As shown on the attached exhibit, the water main will parallel North Outer 40 Road, in the same general corridor as the sanitary sewer extension, on City owned property. Accordingly, MAWC requires the dedication of an "easement for water pipe" for construction and future maintenance of the water main.

This is a private, developer funded project, with no City participation. Installation of the water main is expected to occur concurrently with the sanitary sewer project such that restoration for both projects can occur simultaneously.

Recommendation - I have reviewed the plans and proposed easement for water pipe, consulted with Parks staff on construction impacts to the CVAC, and recommend the attached ordinance and exhibits dedicating the requested easement to MAWC be forwarded to the Planning and Public Works Committee then to City Council for consideration/approval.

Attachments: Easement Dedication Ordinance
Exhibit A – Easement for Water Pipe
Exhibit B - Easement Exhibits
CVAC Water Main Exhibit

I concur. Please forward to PPW for further review and recommendation.

2025-6-4

BILL NO. ____________________ **ORDINANCE NO. ____________________**

AN ORDINANCE PERTAINING TO THE DEDICATION OF AN EASEMENT TO MISSOURI AMERICAN WATER COMPANY AT CHESTERFIELD VALLEY ATHLETIC COMPLEX (17891 NORTH OUTER 40 ROAD) IN THE CITY OF CHESTERFIELD

WHEREAS, Gumbo Flats, LLC is pursuing development of properties along North Outer 40 Road; and

WHEREAS, the properties require extension of the public water main system for water service; and

WHEREAS, a portion of the water main will be located on City property at the Chesterfield Valley Athletic Complex; and

WHEREAS, Missouri American Water Company has approved plans for additions to their water system and requires a permanent water pipe easement for installation and operation of the new public water main; and

WHEREAS, the Department of Public Works has reviewed the plans and easement and determined the easement will have no adverse effect on the City of Chesterfield.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, AS FOLLOWS:

Section I: The City of Chesterfield hereby authorizes the Mayor to execute the water pipe easement on the Chesterfield Valley Athletic Complex as depicted in "Exhibit A" and "Exhibit B";

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

Passed and approved this _________ day of __________________, 2025.

__________________________________ __________________________________

PRESIDING OFFICER Dan Hurt, MAYOR

ATTEST:

FIRST READING HELD: ____________________

____

Vickie McGownd, CITY CLERK

EASEMENT FOR WATER PIPE

KNOW ALL MEN BY THESE PRESENTS, on this ___day of ____________, 2025 that the undersigned **City of Chesterfield Missouri** ("Grantor"), owners of **Parcel 16V220055** in St. Louis County, Missouri, having acquired title to said tract of land by deed recorded in Book 12561, Page 953 of the St. Louis County Records, for and in consideration of the sum of One Dollar ($1.00) to them in hand paid by the **Missouri American Water Company,** a Missouri corporation with offices located at **727 Craig Road, St. Louis, Missouri, 63141** ("Grantee(s)"), the receipt of which is hereby acknowledged, and for other good and valuable considerations do by these presents grant, sell, convey, and confirm, unto Grantee(s), its successors and assigns, the right and easement to lay, repair, replace, and forever maintain its water pipes, hydrants, valves, electric lines and appurtenant facilities in an easement on the strip or strips of ground described as shown hachured ///// on the attached **"Easement Plat,"** marked **Exhibit A,** which is initialed by the undersigned and made a part hereof, together with the right to use commercially reasonable additional space adjacent to the above described easement as may be required during the period of construction and maintenance, including the ability and right of ingress and egress. With the authorization of the Grantor, Grantee(s) shall also have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions of which, in Grantees' judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of water pipes and appurtenant facilities.

Grantee(s), its successors and assigns, to have the right to use and control a line or lines of water pipe for the circulation and distribution of water for public or private use through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line of water pipe, and with the attachment thereto of the service lines of its customers. If the water pipe to which the service line connection of Grantor is abandoned the service line and connection will be relocated to another water pipe as directed by Grantee(s).

Grantor agrees not to obstruct or interfere with the normal use or maintenance of such pipe line or lines and any connections to the pipe line.

Grantor warrant and will defend the title to said easement during its existence with the Grantee(s) for its use and benefit against all parties whomsoever.

This easement is accepted by Grantee(s) with the understanding and on the condition that whenever it shall make any excavations in the above described property the Grantee(s) shall restore the ground to its former condition.

IN WITNESS WHEREOF, this instrument has been executed on this_________day of ___________________________, 2025_

City of Chesterfield Missouri

Name: ___________________________

Printed Name: _____________________

Title: ____________________________

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

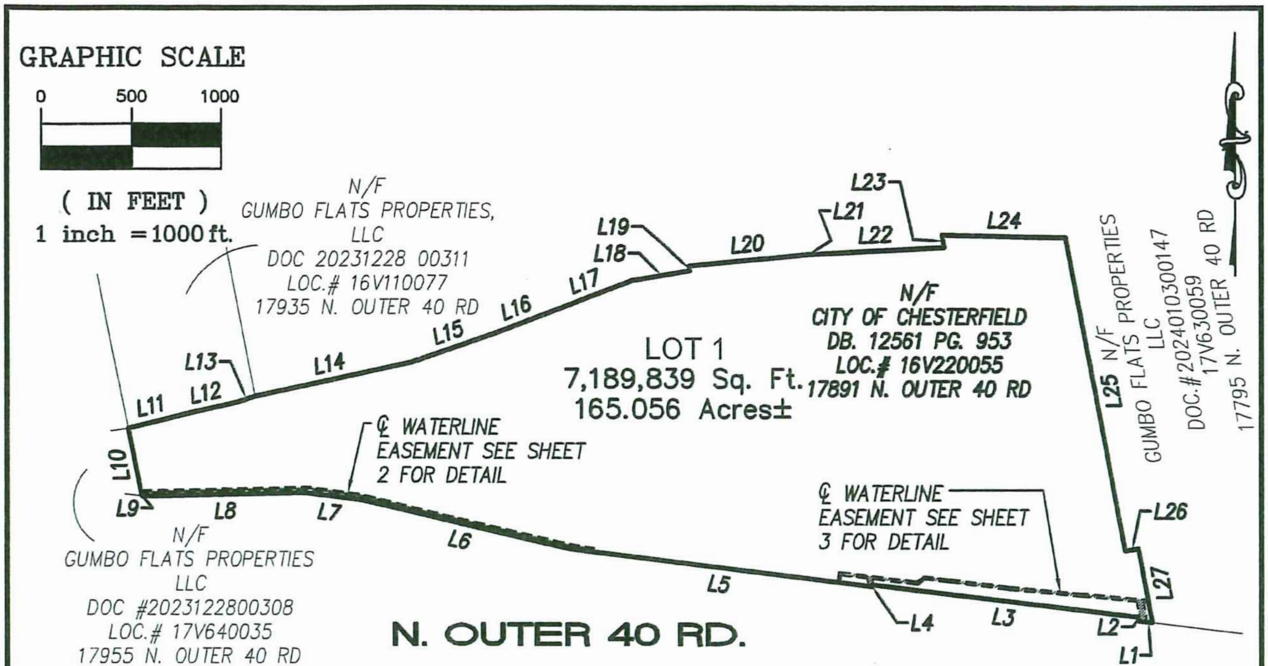
On this __________ day of ________________, 20______, before me appeared ____________________________ to me known, who, being duly sworn did say that he/she is the _________________________of the City of Chesterfield, Missouri, and that said instrument was signed and sealed on behalf of said municipality by authority of its Municipal Code, Ordinance No. _________, and they acknowledged said instrument to be the free act and deed of said City of Chesterfield.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires______________________

____
Notary Public

EXHIBIT B



Parcel Line Table

Line #	Length	Direction
L1	78.78	N83° 03' 25"W
L2	21.55	N10° 52' 29"W
L3	1486.52	N83° 05' 28"W
L4	10.52	S12° 00' 03"E
L5	1711.77	N83° 04' 17"W
L6	1206.67	N76° 54' 13"W
L7	300.11	N83° 05' 55"W
L8	909.31	S88° 44' 27"W
L9	12.25	N84° 14' 31"W
L10	381.99	N11° 19' 32"W

Parcel Line Table

Line #	Length	Direction
L11	294.24	N76° 11' 34"E
L12	342.39	N77° 38' 25"E
L13	99.83	N71° 51' 21"E
L14	896.91	N77° 51' 26"E
L15	497.05	N70° 51' 28"E
L16	318.72	N69° 03' 28"E
L17	499.87	N69° 03' 28"E
L18	325.32	N80° 23' 28"E
L19	26.70	N10° 52' 32"W
L20	678.23	N84° 38' 37"E

Parcel Line Table

Line #	Length	Direction
L21	0.60	S10° 52' 32"E
L22	752.97	N86° 58' 47"E
L23	69.16	N10° 52' 29"W
L24	684.14	S88° 42' 27"E
L25	1763.46	S10° 52' 29"E
L26	75.00	N79° 07' 31"E
L27	414.90	S10° 52' 29"E

STATE OF MISSOURI
WALTER JOSEPH PFLEGER
6/03/25
NUMBER
PLS-2008000728
PROFESSIONAL LAND SURVEYOR

EXHIBIT A
SHEET 1 of 4

EASEMENT PLAT

A TRACT OF LAND BEING LOT 1 OF CVAC SUBDIVISION PER PLAT BOOK 359, PAGE 82 AND LOCATED IN U.S. SURVEYS 102, 150, 371 AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD,
ST. LOUIS COUNTY, MISSOURI

Stock & Associates
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
Chesterfield, MO. 63005
(636) 530-9100

DATE 5/29/25

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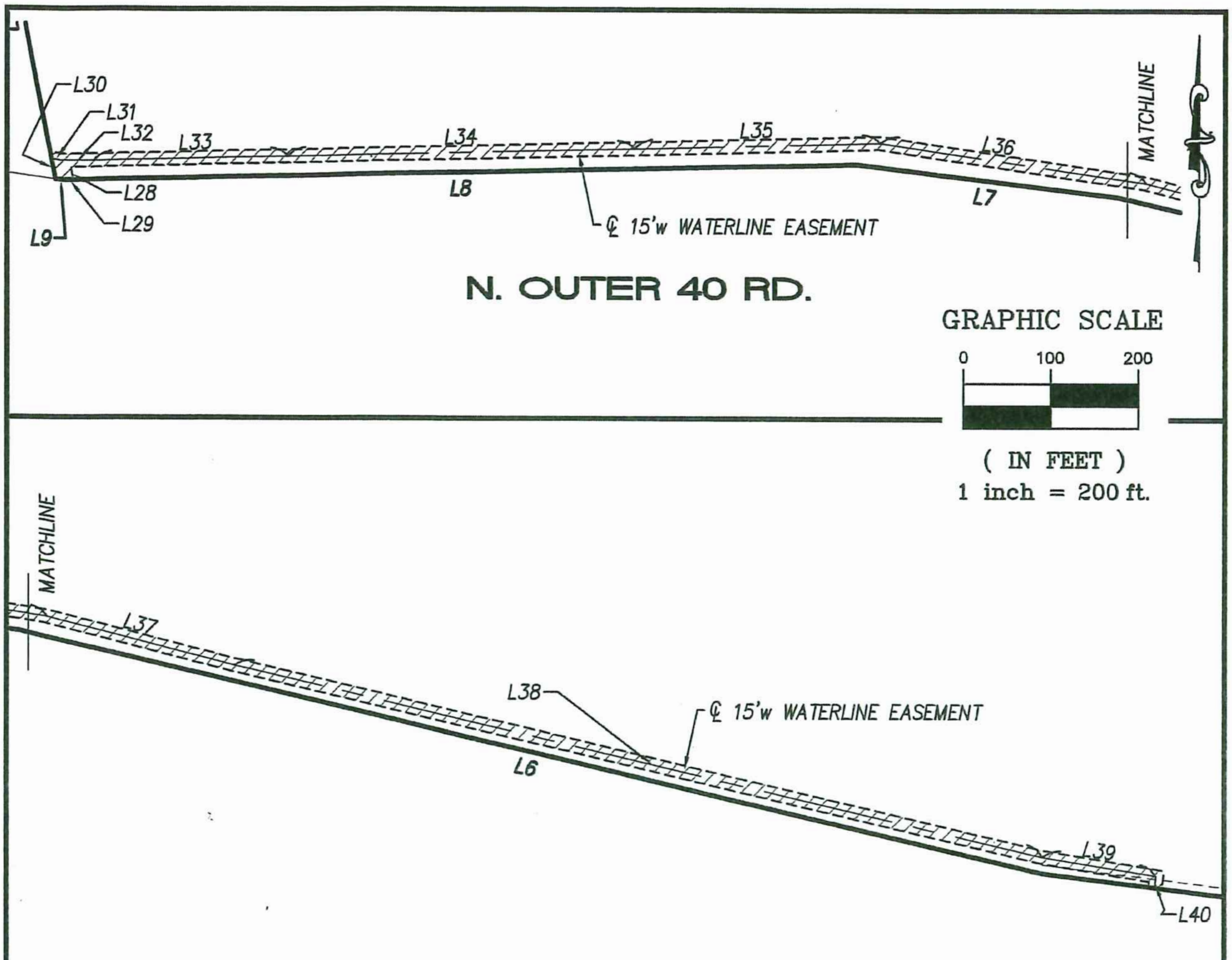

STATE OF MISSOURI
WALTER JOSEPH PFLEGER
6/03/25
NUMBER
PLS-2008000728
PROFESSIONAL LAND SURVEYOR

SHEET 2 of 4
EXHIBIT A

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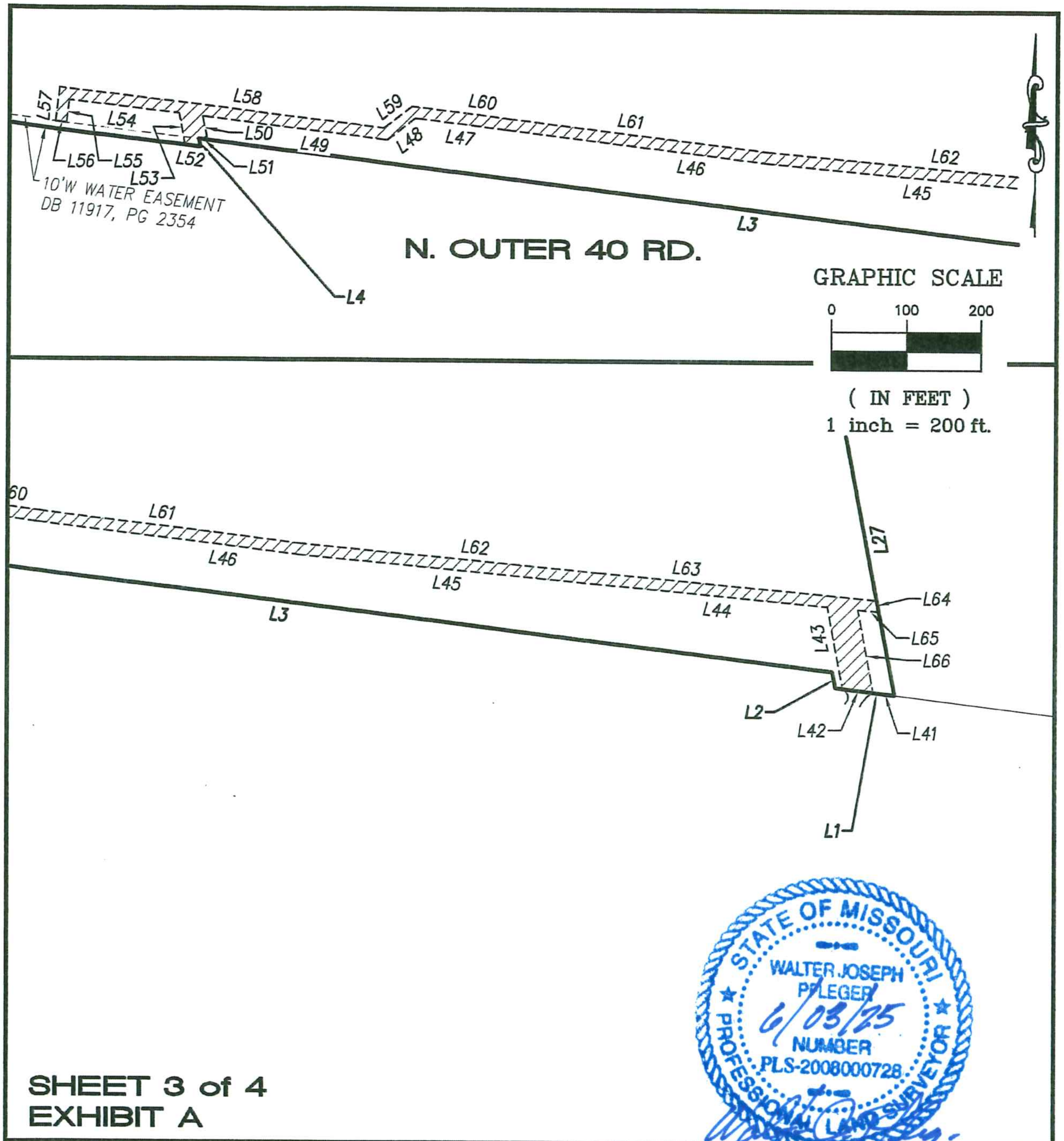

SHEET 3 of 4
EXHIBIT A

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DATE 5/29/25

"O: \DRAW7100\20227165\Survey\EXHIBITS\2025\MAWC CITY–REV2025.dwg"

Parcel Line Table		
Line #	Length	Direction
L28	14.71	N11° 19' 32"W
L29	8.44	S88° 44' 27"W
L30	23.59	N11° 20' 54"W
L31	12.46	S80° 54' 37"E
L32	36.24	N89° 48' 09"E
L33	222.53	N88° 39' 05"E
L34	400.01	N88° 39' 05"E
L35	282.30	N88° 32' 18"E
L36	307.51	S81° 35' 36"E
L37	221.65	S75° 39' 08"E
L38	953.56	N76° 56' 36"W
L39	131.65	N80° 46' 01"W
L40	13.36	S06° 36' 50"W
L41	28.16	N83° 03' 25"W
L42	40.96	N83° 03' 25"W
L43	109.86	N10° 40' 17"W
L44	308.88	N84° 44' 37"W
L45	400.04	N84° 44' 37"W
L46	349.93	N83° 04' 18"W
L47	125.85	N83° 04' 18"W

Parcel Line Table		
Line #	Length	Direction
L48	47.23	S51° 55' 42"W
L49	250.32	N83° 05' 18"W
L50	32.19	S11° 26' 08"E
L51	11.57	N83° 05' 38"W
L52	20.49	N83° 04' 13"W
L53	42.53	N10° 51' 30"W
L54	146.06	N83° 05' 18"W
L55	30.48	S06° 51' 43"W
L56	15.00	N83° 03' 56"W
L57	45.48	N06° 51' 43"E
L58	436.68	S83° 05' 18"E
L59	47.23	N51° 55' 42"E
L60	132.06	S83° 04' 18"E
L61	349.71	S83° 04' 18"E
L62	399.82	S84° 44' 37"E
L63	372.64	S84° 44' 37"E
L64	15.61	S10° 52' 29"E
L65	27.50	N84° 44' 37"W
L66	111.12	S10° 40' 16"E

STATE OF MISSOURI
WALTER JOSEPH PFLEGER
6/03/25
NUMBER
PLS-2008000728
PROFESSIONAL LAND SURVEYOR

SHEET 4 of 4
EXHIBIT A

EASEMENT PLAT

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(636) 530-9100

DATE 5/29/25
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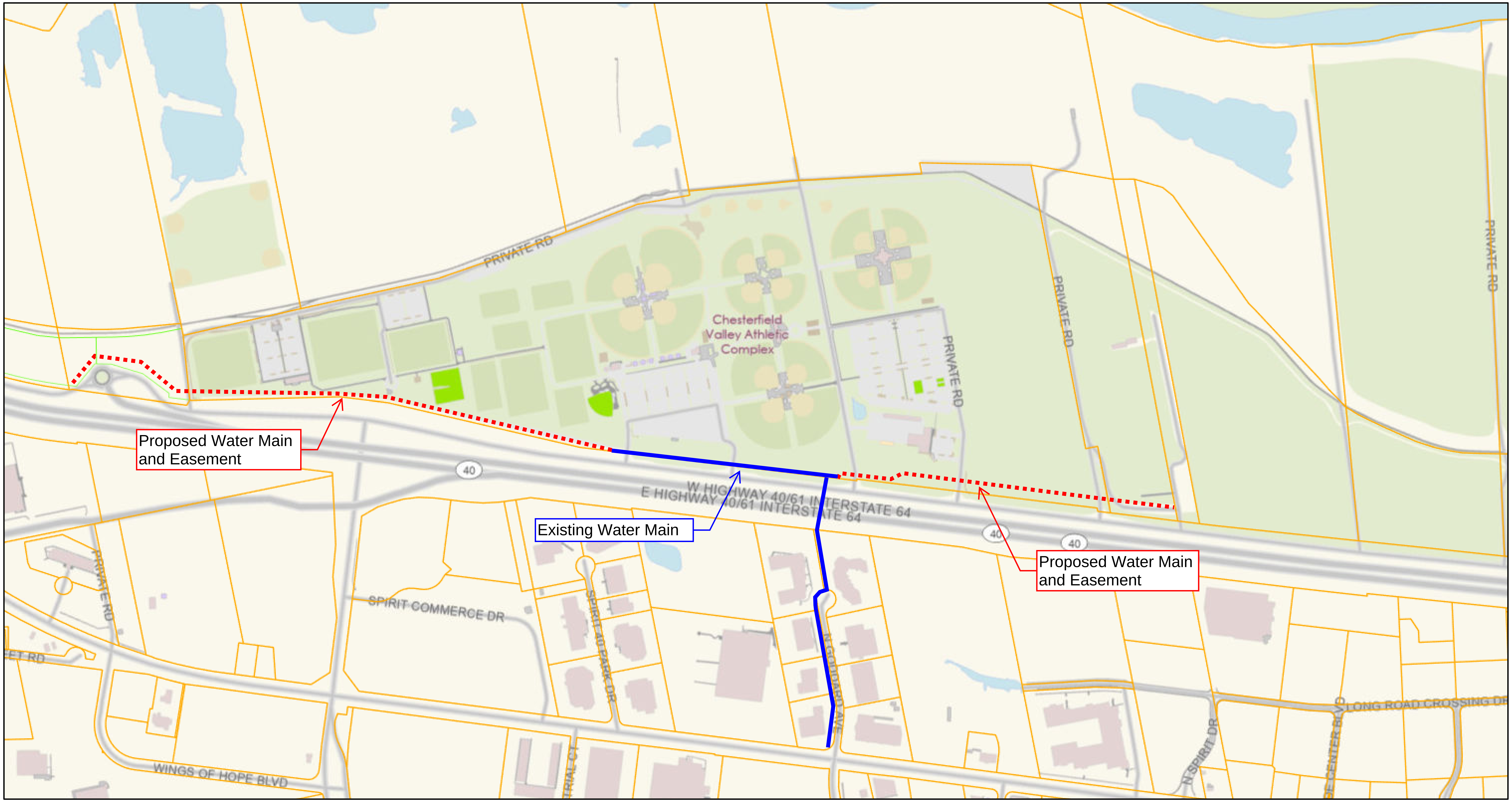
CVAC Water Main Exhibit



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Preliminary Parcels

Parcels

1:9,000

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Esri., Inc., City of Chesterfield, MO

Memorandum
Department of Planning

To: City Council

From: Justin Wyse, Director of Planning JW

Date: July 21st, 2025

RE: **Chesterfield Regional TIF – RPA-1 Amended Redevelopment Agreement**

Summary

The Staenberg Group (TSG) has submitted a request to amend the Redevelopment Agreement previously entered into between the City of Chesterfield and TSG relating to the redevelopment of the former Chesterfield Mall. The demolition of the mall site, excluding the Dillards and former Macy's building, is nearly complete and the developer will soon begin mass grading activities to prepare the site for infrastructure development.

Substantive changes to the agreement include specifically adding initial infrastructure development to include the connector roadway (roadway that will connect from the intersection of Chesterfield Parkway and Vista Place) to the mall site and the construction of the ring road throughout RPA-1. These improvements have been added to the table in Section 4.2 and include the activity and timeframe required.

There are various minor adjustments throughout the agreement. These changes are generally minor in nature to reflect additional information on the project since the prior agreement (e.g. litigation, clarifications in language or formatting, and changes related to the activities and timeframes in table 4.2 (e.g. update of exhibits based on the new activities).

Overall, it is my opinion that the proposed modifications are consistent with the intended initial agreement between the parties and helps to ensure that the timeframe for the special allocation fund is maximized to preserve capacity for non-developer related projects within the redevelopment plan (generally RPA-3 projects).

Recommendation

This item was reviewed by the Planning and Public Works Committee on July 10th, and a recommendation to forward the item to City Council with a recommendation of approval was approved 4-0.

Attachment: Amended and Restated Agreement

BILL NO. _______ **ORDINANCE NO. _______**

AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING AND APPROVING AN AMENDED AND RESTATED REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY AND TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC IN CONNECTION WITH THE REDEVELOPMENT OF THAT PORTION OF THE REDEVELOPMENT AREA DESIGNATED AS RPA-1 UNDER THE CHESTERFIELD TAX INCREMENT FINANCING REDEVELOPMENT PLAN & PROJECT; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS AND OFFICERS; AND CONTAINING A SEVERABILITY CLAUSE.

WHEREAS, the City of Chesterfield, Missouri (the "City"), is a political subdivision duly organized and existing under the Constitution and laws of the State of Missouri; and

WHEREAS, the City has established the Chesterfield Regional Tax Increment Financing Commission of the City of Chesterfield, Missouri (the "TIF Commission"), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "TIF Act"); and

WHEREAS, the City identified a certain area for redevelopment referred to as the "Chesterfield Regional Area" (referred to herein as the "Redevelopment Area," and as further defined in the herein-defined Redevelopment Agreement); and

WHEREAS, on October 12, 2022, in accordance with Planning & Public Works Procedure No. PPW-1057 of the City, the City posted a request for development proposals to redevelop the Redevelopment Area; and

WHEREAS, on or about November 3, 2022, in response to the City's request for development proposals, TSG Downtown Chesterfield Redevelopment, LLC (the "Developer") presented to the City its submission, wherein the Developer sought to be named developer for a portion of the Redevelopment Area (the "Redevelopment Proposal"); and

WHEREAS, on November 21, 2022, the TIF Commission adopted a resolution recommending that the City Council adopt an ordinance in the form required by the TIF Act: (i) adopting a redevelopment plan titled "Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project," dated October 21, 2022, as amended, and as may be further subsequently revised in accordance with the TIF Act (the "Redevelopment Plan"); (ii) approving and designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act; and (iii) approving redevelopment projects for the respective redevelopment project areas within the Redevelopment Area as described in the Redevelopment Plan; and

WHEREAS, on December 14, 2022, after due consideration of the TIF Commission's recommendations, the City Council adopted Ordinance No. 3217, which (i) designated a portion of the City as the Redevelopment Area; (ii) found that such Redevelopment Area is a blighted area; and (iii) approved the Redevelopment Plan; and

WHEREAS, the City Council has determined that acceptance of the Redevelopment Proposal, designation of Developer as "developer" for RPA-1 and entering into the Redevelopment Agreement for RPA-1 (the "Redevelopment Agreement") by and between the City and Developer are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan;

WHEREAS, the City of Chesterfield and Downtown Chesterfield Redevelopment, LLC entered into a Redevelopment Agreement, which was recorded on April 8th, 2024 with a date of document of March 1, 2024;

WHEREAS, Downtown Chesterfield Redevelopment, LLC has requested modifications to the approved agreement embodied herein; and

WHEREAS, the request was reviewed on July 10th, 2025 by the City of Chesterfield Planning and Public Works Committee who recommended approval by a vote of 4-0; and

WHEREAS, the City desires to assist in the redevelopment of the Redevelopment Area by authorizing and approving the Redevelopment Agreement.

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

Section 1. The City Council hereby finds, determines and declares that it is necessary and desirable to enter into the Amended and Restated Redevelopment Agreement by and between the City and the Developer. The Redevelopment Agreement shall be in substantially the form attached hereto as **Exhibit A**, and incorporated herein by reference, which Redevelopment Agreement is hereby approved by the City Council with such changes therein as shall be approved by the Mayor as shown by the Mayor's execution of the Redevelopment Agreement.

Section 2. The WHEREAS clauses of this Ordinance are hereby incorporated herein by reference.

Section 3. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized and in the Redevelopment Agreement, with no such further action of the City Council being necessary to authorize such action by the Mayor or his designated representatives.

Section 4. The Mayor of the City or his designated representatives, with the advice and concurrence of the City Attorney, is hereby further authorized to make any changes to the Redevelopment Agreement approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such changes by the Mayor or his designated representatives.

Section 5. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other party, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _______ day of ___________________, 2025.

_______________________________ _______________________________

PRESIDING OFFICER Dan Hurt, MAYOR

ATTEST:

____

Vickie McGownd, CITY CLERK

FIRST READING HELD:
_07/21/2025_

[The remainder of this page is intentionally left blank.]

EXHIBIT A

Redevelopment Agreement

(On file with City Clerk.)

AMENDED AND RESTATED REDEVELOPMENT AGREEMENT FOR RPA-1

by and between the

CITY OF CHESTERFIELD, MISSOURI

and

TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC

dated as of

July ________, 2025

Armstrong Teasdale Draft Dated July 2, 2025

TABLE OF CONTENTS

EXHIBITS

AMENDED AND RESTATED REDEVELOPMENT AGREEMENT FOR RPA-1

THIS AMENDED AND RESTATED REDEVELOPMENT AGREEMENT FOR RPA-1 (this "**Agreement**") is made and entered into as of this ____ day of July, 2025, by and between the **CITY OF CHESTERFIELD, MISSOURI** (the "**City**"), an incorporated political subdivision of the State of Missouri, and **TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC** (the "**Developer**"), a Missouri limited liability company. The City and the Developer may each be referred to herein as a "Party", and collectively as the "Parties."

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in **Article I** of this Agreement.

RECITALS

A. The City Council of the City (the "**City Council**") duly formed the Tax Increment Financing Commission of the City of Chesterfield, Missouri (the "**TIF Commission**"), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended (the "**TIF Act**"), and empowered the TIF Commission to conduct business and exercise its powers as authorized by the TIF Act.

B. The City identified a certain area for redevelopment referred to as the "Chesterfield Regional Area" as legally described on **EXHIBIT D-1**, attached hereto and incorporated herein by reference, and as depicted on **EXHIBIT D-1**, attached hereto and incorporated herein by reference (the "**Redevelopment Area**").

C. On October 12, 2022, in accordance with Planning & Public Works Procedure No. PPW-1057 of the City, the City posted a request for development proposals to redevelop the Redevelopment Area.

D. On or about November 3, 2022, in response to the City's request for development proposals, the Developer presented to the City its submission seeking to be named developer of the portion of the Redevelopment Area described therein (the "**Redevelopment Proposal**"), specifically RPA-1 (defined herein).

E. On November 21, 2022, following a public hearing that was commenced on November 1, 2022 and closed on November 21, 2022, in accordance with the TIF Act, the TIF Commission adopted a resolution recommending that the City Council adopt an ordinance in the form required by the TIF Act: (i) adopting a redevelopment plan titled "Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project," dated October 21, 2022, as amended, and as may be further subsequently revised in accordance with the TIF Act (the "**Redevelopment Plan**"); (ii) approving and designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act; and (iii) approving redevelopment projects for the respective redevelopment project areas within the Redevelopment Area as described in the Redevelopment Plan.

F. On December 14, 2022 after due consideration of the TIF Commission's recommendations, the City Council adopted Ordinance No. 3217, which (i) designated a portion of the City as the Redevelopment Area; (ii) found that such Redevelopment Area is a blighted area; and (iii) approved the Redevelopment Plan.

G. The City Council has determined that acceptance of the Redevelopment Proposal, designation of Developer as "developer" for RPA-1 and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

H. Pursuant to provisions of the TIF Act and Ordinance No. 3281, the City and the Developer entered into a Redevelopment Agreement for RPA-1 dated as of March 1, 2024, and the City and the Developer now desire to amend such Redevelopment Agreement with respect to the Developer's commencement and construction of certain public infrastructure improvements within RPA-1.

I. Pursuant to the provisions of the TIF Act and Ordinance No. **_____**, the City is authorized to enter into this Agreement and – upon adoption of a subsequent ordinance of the City Council approving the redevelopment project for RPA-1, adopting tax increment financing within RPA-1 and establishing within the treasury of the City a separate fund to be known as the "Chesterfield Regional Special Allocation Fund – RPA-1" – the City is authorized to issue Obligations as evidence of the City's obligation to reimburse certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project and to pledge Available Revenues to the payment of the Obligations issued to reimburse such Redevelopment Project Costs, as further set forth herein.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I.
DEFINITIONS

1.1 Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

"**Agreement**" means this Amended and Restated Redevelopment Agreement for RPA-1, as the same may be from time to time modified, amended, or supplemented in writing by the Parties as further set forth in **Section 15.3** of this Agreement.

"**Approved Site Plan**" means the site plan or site plans reflecting one or more portions of the Work and the Redevelopment Project approved by all entities required to approve a site plan pursuant to all applicable laws, as such site plan or site plans may be submitted, approved and amended from time to time in accordance with the City's Unified Development Code and the Code of Ordinances of the City of Chesterfield, County of St. Louis, State of Missouri.

"**Approving Ordinance**" or **"Approving Ordinances"** means, as applicable, (a) Ordinance No. 3217 adopted by the City Council, which, among other things, (i) designated a portion of the City as the Redevelopment Area; (ii) found that such Redevelopment Area is a blighted area; and (iii) approved the Redevelopment Plan; and (b) an ordinance or ordinances adopted by the City Council, which, among other things and as applicable, (i) approves the Redevelopment Project for RPA-1A, RPA-1B, RPA-1C, and RPA-1D, as applicable; (ii) adopts tax increment financing within RPA-1A, RPA-1B, RPA-1C, and RPA-1D, as applicable; and (iii) establishes the Special Allocation Fund for RPA-1A, RPA-1B, RPA-1C, and RPA-1D, as applicable.

"**Available Revenues**" means all monies on deposit from time to time (including investment earnings thereon) in: (a) the RPA-1 PILOTS Sub-Account; (b) subject to annual appropriation, the RPA-1 EATS Sub-Account; and (c) any other account of the Special Allocation Fund into which monies that have been appropriated to the repayment of Obligations have been deposited, excluding, however, (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum, (iii) any monies designated for Fire District Reimbursement Payments, and (iv) any monies designated for School District Capital Costs.

"**Bond Counsel**" means Armstrong Teasdale LLP, St. Louis, Missouri, or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"**Bonds**" means any tax increment revenue bonds (a) authorized and issued by the City in accordance with the TIF Act and this Agreement, or (b) authorized and issued by the IDA in accordance with Chapter 349 of the Revised Statutes of Missouri, as amended, or other applicable State law.

"**Certificate of Reimbursable Redevelopment Project Costs**" means a document substantially in the form of **EXHIBIT B**, attached hereto and incorporated herein by reference, provided by the Developer to the City in accordance with this Agreement and evidencing Reimbursable Redevelopment Project Costs.

"**Certificate of Substantial Completion**" means, for each respective Phase, a document substantially in the form of **EXHIBIT C**, attached hereto and incorporated herein by reference, issued by the Developer to the City in accordance with this Agreement and evidencing, upon the City's acceptance thereof, the Developer's satisfaction of all obligations and covenants to construct or cause construction of each such particular Phase of the Redevelopment Project in accordance with the Redevelopment Plan and this Agreement.

"**City**" means the City of Chesterfield, Missouri, an incorporated political subdivision of the State.

"**City Council**" means the City Council of the City.

"**Concept Site Plan**" means that site development plan prepared at the direction of Developer set forth as **EXHIBIT E**, attached hereto and incorporated herein by reference, which depicts the conceptual program for the Work and the Redevelopment Project to be constructed in accordance with the Redevelopment Plan and this Agreement as may be amended from time to time and as finally approved by the City pursuant to its zoning and subdivision codes; provided, the Developer shall not submit a site development plan to the City for approval nor shall the Concept Site Plan approved by the City be amended if such site development plan or amendment would, in the opinion of Bond Counsel, constitute such a change to the Redevelopment Plan or Redevelopment Project as would require compliance with the notice and hearing procedures of Section 99.825 of the TIF Act, or as further set forth in **Section 4.7** hereof.

"**Connector Road**" means the road proposed to be constructed within RPA-3 connecting Chesterfield Parkway to the roundabout proposed to be constructed in RPA-1. The Connector Road is identified on the Depiction of Public Improvements attached hereto as **EXHIBIT F**.

"**Construction Plans**" means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with applicable law.

"**County Assessor**" means the Assessor of St. Louis County, Missouri.

"**Developer**" means TSG Downtown Chesterfield Redevelopment, LLC, a Missouri limited liability company, or its permitted successors or assigns in interest.

"**Dillard's Lawsuit**" means any civil action captioned "*Dillard's, Inc. vs. City of Chesterfield*" relating to the Property including, but not limited to, the civil action assigned Case Number 22SL-CC05317 filed in the Circuit Court of St. Louis County, Missouri.

"**EATS Sub-Account**" means, collectively, the RPA-1A EATS Sub-Account, the RPA-1B EATS Sub-Account, the RPA-1C EATS Sub-Account, and the RPA-1D EATS Sub-Account.

"**Economic Activity Taxes**" or "**EATs**" has the meaning ascribed to such term in Section 99.805.(4) of the TIF Act, and shall be subject to annual appropriation as provided in the TIF Act.

"**Fire District Reimbursement Payments**" means any reimbursements to be made from the Special Allocation Fund pursuant to Section 99.848 of the TIF Act and the Fire District Reimbursement Agreement dated May 24, 2023 by and between the Monarch Fire Protection District and the City, as may be modified, amended, or supplemented from time to time.

"**Force Majeure**" means an event of any delay including, but not limited to, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; unusually restrictive government regulations; wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the Developer to proceed with construction of the Work or any portion thereof; shortage or delay in shipment of material or fuel; acts of God; pandemics; unusually adverse weather or wet soil conditions; or other like causes beyond the parties' reasonable control, including without limitation, eminent domain proceedings, extraordinary market conditions or any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, any Phase of the Redevelopment Project, the Obligations, or this Agreement.

"**Governmental Approvals**" means all plat approvals, re-zoning or other zoning changes, site or development plan approvals, conditional use permits, resubdivisions or other subdivision approvals, variances, sign approvals, building permits, grading permits, authorization to initiate eminent domain proceedings, occupancy permits or other similar approvals required for the implementation of the Redevelopment Project.

"**Grand Entry Parcel**" means that certain parcel of real property owned by the Developer, located within RPA-3 and upon which an entryway for public use connecting Chesterfield Parkway to RPA-1 is proposed to be constructed by the City. The location of the Grand Entry Parcel is identified on the Depiction of Public Improvements attached hereto as **EXHIBIT F**.

"**IDA**" means The Industrial Development Authority of the County of St. Louis, Missouri or another issuer of municipal bonds acceptable to the City and the Developer.

"**Indenture**" means one or more trust indentures in the form and substance mutually agreed to by the Parties, relating to the issuance by the City or the IDA of the Obligations and as approved by the Obligation Ordinance.

"**Initial RPA-1A Public Infrastructure**" means, either individually or in combination, at the discretion of the Developer, that portion of the Work related to the Onsite Public Improvements, the Connector Road and the Ring Road.

"**Issuance Costs**" means all costs reasonably incurred by the City or Developer in furtherance of the issuance of Obligations including, but not limited to, all fees and expenses of consultants, the City's attorneys (including issuer's counsel, Bond Counsel and the City's usual legal counsel), the City's administrative fees and expenses (including fees and costs of planning consultants), the Developer's legal and other fees, the Underwriter's discounts and fees, the Underwriter's legal fees, trustee's fees, other Underwriters' discounts and fees, if any, the costs of printing any Obligations and any official statements or offering statements relating thereto, the costs of any credit enhancement (so long as the cost thereof does not reduce net proceeds), interest, debt service reserves and the fees of any rating agency rating any Obligations.

"**Lender**" means the Developer's lender or lenders.

"**Mall Demolition**" shall have the meaning set forth in **Section 4.2** of this Agreement.

"**Maturity Date**" means, (i) with respect to RPA-1A, the date that is 23 years after the date of adoption of the tax increment financing for RPA-1A, (ii) with respect to RPA-1B, the date that is 23 years after the date of adoption of the tax increment financing for RPA-1B, (iii) with respect to RPA-1C, the date that is 23 years after the date of adoption of the tax increment financing for RPA-1C, and (iv) with respect to RPA-1D, the date that is 23 years after the date of adoption of the tax increment financing for RPA-1D. Notwithstanding anything herein to the contrary, in no event shall any Maturity Date be later than December 1, 2055.

"**Maximum Amount**" means the maximum amount of Reimbursable Redevelopment Project Costs for which Developer can be reimbursed, which shall be an amount not to exceed One Hundred Five Million Dollars ($105,000,000), as further set forth in **EXHIBIT G**, attached hereto and incorporated herein by reference, plus Issuance Costs, plus the amount of interest accrued on any Obligations payable to Developer.

"**Notes**" means any tax increment revenue notes in substantially the form of **EXHIBIT H**, attached hereto and incorporated herein by reference, issued by the City pursuant to and subject to this Agreement and the Obligation Ordinance to evidence the City's limited obligation to repay Reimbursable Redevelopment Project Costs in accordance with the TIF Act and this Agreement.

"**Notice of Commencement of Construction**" means, for each respective Phase, a document substantially in the form of **EXHIBIT A**, attached hereto and incorporated by reference herein, delivered by Developer to the City in accordance with this Agreement and evidencing commencement of construction of each such particular Phase of the Redevelopment Project.

"**Obligation Ordinance**" means an ordinance or ordinances in form and substance mutually agreed to by the Parties and adopted by the City Council authorizing the Indenture, the Obligations, and all related ordinances, resolutions and proceedings.

"**Obligations**" means the Notes, the Bonds, or any combination thereof.

"**Offsite Road Improvements**" means the road improvements located outside of RPA-1 described in the Traffic Impact Study dated March 17, 2023 and revised July 24, 2023, prepared by Lochmueller Group for The Staenberg Group. A portion of the Offsite Road Improvements will be constructed in connection with the RPA-1A Project, and the other portion of the Offsite Road Improvements will be constructed in connection with the RPA-1B Project.

"**Onsite Public Improvements**" means that portion of the Public Improvements constructed within areas of RPA-1 to be dedicated as public rights-of-way.

"**Outstanding**" means, as of a particular date, all Obligations theretofore authenticated and delivered under this Agreement, the Obligation Ordinance, or any Indenture except:

(a) Obligations cancelled or delivered for cancellation;

(b) Obligations which are deemed to have been paid;

(c) Obligations alleged to have been mutilated, destroyed, lost or stolen; and

(d) Obligations in exchange for or in lieu of which other Obligations have been authenticated and delivered pursuant to this Agreement, the Obligation Ordinance, or any Indenture.

"**Payments in Lieu of Taxes**" or "**PILOTs**" has the meaning ascribed to such term in Section 99.805.(11) of the TIF Act.

"**Permitted Assignee**" means any party or entity under common ownership or management as the Developer.

"**Phase**" means, either individually or in combination, at the discretion of the Developer, the Work related to the Mall Demolition, the Work related to the Onsite Public Improvements, the Work related to the Connector Road, the Work related to the Ring Road, the Work related to the Offsite Road Improvements, the Work related to the RPA-1A Project, the Work related to the RPA-1B Project, the Work related to the RPA-1C Project, and the Work related to the RPA-1D Project.

"**PILOTs Sub-Account**" means, collectively, the RPA-1A PILOTs Sub-Account, the RPA-1B PILOTs Sub-Account, the RPA-1C PILOTs Sub-Account, and the RPA-1D PILOTs Sub-Account.

"**Preliminary Funding Agreement**" means that certain Amended and Restated Preliminary Funding Agreement entered into as of August 17, 2021, as may be modified, amended, or supplemented from time to time, by and among the City, Developer, and Wildhorse Village, LP pursuant to which the Developer has deposited with the City the amount of [$__________] as of the date of this Agreement.

"**Prime Rate**" means the prime rate of interest reported in the "Money Rates" column or any successor column of *The Wall Street Journal* from time to time (rounded upwards, if necessary, to the nearest 1/100 of 1%). If *The Wall Street Journal* ceases publication of the Prime Rate, then "Prime Rate" shall mean the "prime rate" or "base rate" announced by a similar source as designated by the City.

"**Property**" means all interests in the real property (including without limitation all options held by third parties, fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) and existing improvements in RPA-1 necessary for completion of the Work.

"**Public Improvements**" means any improvements made as part of the Redevelopment Project that (i) are dedicated or conveyed to the City, or (ii) the City and/or the public has the right to use pursuant to an easement or other agreement between the City and the Developer, including, but not limited to, the Onsite Public Improvements, the Offsite Road Improvements, the Connector Road, the Ring Road and any other streets, including street parking and medians; sidewalks; pedestrian walkways; bike paths; trails; utilities; parking garages; parks; storm water detention and control facilities; retaining walls; lighting; traffic signals; and wayfinding and regulatory signage.

"**Redevelopment Area**" has the meaning set forth in the RECITALS to this Agreement.

"**Redevelopment Plan**" has the meaning set forth in the RECITALS to this Agreement.

"**Redevelopment Project**" means, collectively, the Mall Demolition, the Initial RPA-1A Public Infrastructure, the Public Improvements, the RPA-1A Project, the RPA-1B Project, the RPA-1C Project, and the RPA-1D Project.

"**Redevelopment Project Costs**" has the meaning ascribed to such term in Section 99.805(16) of the TIF Act and as further set forth on **EXHIBIT G**, attached hereto and incorporated herein by reference.

"**Reimbursable Redevelopment Project Costs**" means the Redevelopment Project Costs for which the Developer is eligible for reimbursement under the TIF Act and as contemplated by this Agreement, up to an amount equal to the Maximum Amount, and as further set forth in **EXHIBIT G**, attached hereto and incorporated herein by reference.

"**Relocation Policy**" means Ordinance No. 955 of the City.

"**Ring Road**" means, collectively, the portion of Downtown Chesterfield Boulevard to be constructed on the Unowned Property in RPA-1, the portion of the roundabout proposed to be constructed on the Unowned Property in RPA-1, the access road connecting the two and the right-in, right-out only entrance from Wildhorse Creek Road. The Ring Road is identified on the Depiction of Public Improvements attached hereto as **EXHIBIT F**.

"**RPA-1**" means, collectively, RPA-1A, RPA-1B, RPA-1C, and RPA-1D, and as legally described and depicted on **EXHIBIT D-2**, attached hereto and incorporated herein by reference.

"**RPA-1 EATS Sub-Account**" means collectively and as applicable, the sub-account of the RPA-1A Special Allocation Fund, the RPA-1B Special Allocation Fund, RPA-1C Special Allocation Fund, and the RPA-1D Special Allocation Fund into which certain EATs shall be deposited as set forth in Section 99.845.3 of the TIF Act and in accordance herewith or any Indenture.

"**RPA-1 PILOTs Sub-Account**" means collectively and as applicable, the sub-account of the RPA-1A Special Allocation Fund, the RPA-1B Special Allocation Fund, the RPA-1C Special Allocation Fund, and the RPA-1D Special Allocation Fund into which the PILOTs from the respective portions of RPA-1 shall be deposited as set forth in Section 99.845.1 of the TIF Act and as further described herein and in any Indenture.

"**RPA-1A**" means that portion of the Redevelopment Area in which the Initial RPA-1A Public Infrastructure and RPA-1A Project will be constructed.

"**RPA-1A EATS Sub-Account**" means a sub-account of the RPA-1A Special Allocation Fund into which certain EATs shall be deposited as set forth in Section 99.845.3 of the TIF Act and in accordance herewith or any Indenture.

"**RPA-1A PILOTs Sub-Account**" means a sub-account of the RPA-1A Special Allocation Fund into which the PILOTs from RPA-1A shall be deposited as set forth in Section 99.845.1 of the TIF Act and as further described herein and in any Indenture.

"**RPA-1A Project**" means the redevelopment project to be undertaken within RPA-1A, which is intended to include, but is not limited to, the construction of more than four million square feet of building space, including nearly 5,000 parking spaces, 79,000 square feet of retail or restaurant space, 37,500 square feet of grocery space, 363,500 square feet of retail space, 1,468 apartment or condominium units, and 272,000 square feet of commercial office buildings.

"**RPA-1A Special Allocation Fund**" means the "Chesterfield Regional Special Allocation Fund – RPA-1A" to be established by an Approving Ordinance in accordance with the TIF Act, and including the accounts and sub-accounts, into which Available Revenues are from time to time deposited in accordance with the TIF Act, the Indenture, and this Agreement.

"**RPA-1B**" means that portion of the Redevelopment Area in which the RPA-1B Project will be constructed.

"**RPA-1B EATS Sub-Account**" means a sub-account of the RPA-1B Special Allocation Fund into which certain EATs shall be deposited as set forth in Section 99.845.3 of the TIF Act and in accordance herewith or any Indenture.

"**RPA-1B PILOTs Sub-Account**" means a sub-account of the RPA-1B Special Allocation Fund into which the PILOTs from RPA-1B shall be deposited as set forth in Section 99.845.1 of the TIF Act and as further described herein and in any Indenture.

"**RPA-1B Project**" means the redevelopment project to be undertaken within RPA-1B, which is intended to include, but is not limited to, the construction of more than three million square feet of building space, including nearly 3,500 parking spaces, 31,500 square feet of retail or restaurant space, 314,000 square feet of hotel space, 895 apartment or condominium units, and 464,000 square feet of commercial office buildings.

"**RPA-1B Special Allocation Fund**" means the "Chesterfield Regional Special Allocation Fund – RPA-1B" to be established by an Approving Ordinance in accordance with the TIF Act, and including the accounts and sub-accounts, into which Available Revenues are from time to time deposited in accordance with the TIF Act, the Indenture, and this Agreement.

"**RPA-1C**" means that portion of the Redevelopment Area in which the RPA-1C Project will be constructed.

"**RPA-1C EATS Sub-Account**" means a sub-account of the RPA-1C Special Allocation Fund into which certain EATs shall be deposited as set forth in Section 99.845.3 of the TIF Act and in accordance herewith or any Indenture.

"**RPA-1C PILOTs Sub-Account**" means a sub-account of the RPA-1C Special Allocation Fund into which the PILOTs from RPA-1C shall be deposited as set forth in Section 99.845.1 of the TIF Act and as further described herein and in any Indenture.

"**RPA-1C Project**" means the redevelopment project to be undertaken within RPA-1C, which is intended to include, but is not limited to, the construction of more than two million square feet of building space, including nearly 3,000 parking spaces, 362 apartment or condominium units, and 747,000 square feet of commercial office buildings.

"**RPA-1C Special Allocation Fund**" means the "Chesterfield Regional Special Allocation Fund – RPA-1C" to be established by an Approving Ordinance in accordance with the TIF Act, and including the accounts and sub-accounts, into which Available Revenues are from time to time deposited in accordance with the TIF Act, the Indenture, and this Agreement.

"**RPA-1D**" means that portion of the Redevelopment Area in which the RPA-1D Project will be constructed.

"**RPA-1D EATS Sub-Account**" means a sub-account of the RPA-1D Special Allocation Fund into which certain EATs shall be deposited as set forth in Section 99.845.3 of the TIF Act and in accordance herewith or any Indenture.

"**RPA-1D PILOTs Sub-Account**" means a sub-account of the RPA-1D Special Allocation Fund into which the PILOTs from RPA-1D shall be deposited as set forth in Section 99.845.1 of the TIF Act and as further described herein and in any Indenture.

"**RPA-1D Project**" means the redevelopment project to be undertaken within RPA-1D, which is intended to include, but is not limited to, the construction of more than one million square feet of building space, including nearly 2,000 parking spaces, 5,000 square feet of retail space, and 688,000 square feet of commercial office buildings.

"**RPA-1D Special Allocation Fund**" means the "Chesterfield Regional Special Allocation Fund – RPA-1D" to be established by an Approving Ordinance in accordance with the TIF Act, and including the accounts and sub-accounts, into which Available Revenues are from time to time deposited in accordance with the TIF Act, the Indenture, and this Agreement.

"**RPA-2**" means that portion of the Redevelopment Area identified in the Redevelopment Plan as RPA-2.

"**RPA-3**" means that portion of the Redevelopment Area identified in the Redevelopment Plan as RPA-3.

"**School Districts**" means, collectively, the Rockwood School District and the Parkway School District.

"**School District Capital Costs**" means any monies set aside in the Special Allocation Fund pursuant to the Redevelopment Plan and any Reimbursement Agreement between the City and the Rockwood School District or any Reimbursement Agreement between the City and the Parkway School District to provide for reimbursement of certain capital costs of each respective school district.

"**Special Allocation Fund**" means, collectively, the RPA-1A Special Allocation Fund, the RPA-1B Special Allocation Fund, the RPA-1C Special Allocation Fund, and the RPA-1D Special Allocation Fund.

"**Special District**" means any special business district that may be established by the City, in accordance with the Special District Act and this Agreement.

"**Special District Act**" means Sections 71.790 through 71.808 of the Revised Statutes of Missouri, as amended.

"**Special District Revenues**" means revenues of any Special District, imposed and collected in accordance with the Special District Act.

"**State**" means the State of Missouri.

"**Substantial Completion**" means the substantial completion of construction of a Phase of the Redevelopment Project as shown on the Concept Site Plan and the Construction Plans (as may be amended from time to time).

"**TIF Act**" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended.

"**TIF Commission**" means the Tax Increment Financing Commission of the City of Chesterfield, Missouri.

"**TIF Revenues**" means, collectively, (i) Payments in Lieu of Taxes to be allocated and received by the City pursuant to Section 99.845.1 of the TIF Act, and (ii) fifty percent of the total additional revenue allocated and received by the City from taxes, penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within the applicable Phase of RPA-1 over the amount of such taxes generated by economic activities within the applicable Phase of RPA-1 in the calendar year immediately prior to the adoption of the Approving Ordinance for such Phase, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, taxes imposed on sales pursuant to Section 67.1712.2 of the Revised Statutes of Missouri, as amended, for the purpose of operating and maintaining a metropolitan park and recreation district, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, taxes imposed on sales under and pursuant to Section 67.700 or 650.399 of the Revised Statutes of Missouri, as amended, for the purpose of emergency communication systems, allocated pursuant to Section 99.845.3 of the TIF Act, provided that, while tax increment financing remains in effect, if the voters in a taxing district vote to approve an increase in such taxing district's sales tax or use tax, other than the renewal of an expiring sales or use tax, any additional revenues generated within RPA-1 that are directly attributable to the newly voter-approved incremental increase in such taxing district's levy rate shall not be considered Economic Activity Taxes subject to deposit into the applicable Special Allocation Fund without the consent of such taxing district.

"**Trustee**" means the trustee or fiscal agent for any issue of Obligations under the Indenture.

"**Underwriter**" means any underwriter, investment bank, placement agent, and/or other financial officer selected by the City.

"**Unowned Property**" means, collectively, (i) the interest(s) of third parties including, but not limited to, Dillard's, Inc. in any easement or restrictive covenant agreement respecting the Property, and (ii) that certain parcel of real property known and numbered as 100 Chesterfield Mall, Chesterfield, Missouri 63017 and identified in the St. Louis County Assessor's Office as Parcel No. 18S140288.

"**Work**" means all work that qualifies as a Reimbursable Redevelopment Project Cost and is necessary to (i) prepare RPA-1 to implement and construct or cause the construction and completion of any Phase of the Redevelopment Project, and (ii) implement, construct, and complete, or cause the implementation, construction, and completion of any Phase of the Redevelopment Project, all as specifically described in the Redevelopment Plan and this Agreement, including, but not limited to: property acquisition; demolition and removal of existing buildings, structures and other improvements within RPA-1; site preparation, including clearing and grading of portions of RPA-1; construction of the parking fields and parking structures, screening, site landscaping, and parks; construction, reconstruction, renovation and/or rehabilitation of related infrastructure and/or improvements, including without limitation, existing buildings, surrounding roads, sidewalks, bike paths, trails, pedestrian walkways, utilities, storm water detention and control facilities, retaining walls, lighting, traffic signals, and wayfinding and regulatory signage; environmental remediation; installation of site fixtures such as trash receptacles and enclosures, bike racks, and benches; and all other work described in or otherwise contemplated by the Redevelopment Plan and this Agreement, or reasonably necessary to effectuate the intent of this Agreement; provided that upon issuance of a notice of termination by the Developer pursuant to **Section 9.1** of this Agreement as to any respective Phase, any work attributable to such Phase shall no longer be deemed a part of this definition.

ARTICLE II.
ACCEPTANCE OF REDEVELOPMENT PROPOSAL

2.1 Developer Designation. The City hereby selects the Developer to perform or otherwise cause to be performed the Work within RPA-1 in accordance with Governmental Approvals, the Redevelopment Plan, and this Agreement. Notwithstanding the foregoing, the Developer shall have no obligation to acquire the Unowned Property or perform any Work or construct any portion of the Redevelopment Project within RPA-1C and RPA-1D until such time as Developer elects to proceed with the RPA-1C Project and the RPA-1D Project. Further, Developer may, in its sole discretion, consolidate RPA-1C and RPA-1D with RPA-1A and RPA-1B, at which point the RPA-1C and RPA-1D EATS Sub-Accounts, PILOTs Sub-Accounts, and Special Allocation Funds shall be consolidated with the RPA-1A and RPA-1B EATS Sub-Accounts, PILOTs Sub-Accounts, and Special Allocation Funds.

2.2 Governing Documents. The terms and provisions of the Redevelopment Plan, as may be amended from time to time, are fully incorporated herein by reference. The Parties agree that the Developer shall, subject to **Section 9.1** and **Section 9.2** herein, complete or cause the completion of the Work in accordance with this Agreement, provided, however, that the same does not violate or contravene the provisions of the Redevelopment Plan.

2.3 Purpose. The Parties hereby mutually acknowledge that the goal of the Parties in entering into this Agreement is to cause the completion of the Work.

2.4 Development Rights. The City hereby grants to the Developer exclusive redevelopment rights over RPA-1, subject to and in accordance with the terms and conditions of this Agreement.

2.5 Developer to Advance Costs. The Developer agrees to advance or cause to be advanced all Redevelopment Project Costs as necessary and to complete the Work; subject, however, to the Developer's right to terminate this Agreement as set forth in **Section 9.1** hereof. Within thirty (30) days of the City notifying the Developer of any costs incurred that have not been reimbursed pursuant to the Preliminary Funding Agreement, the Developer shall pay such costs; provided that (i) the City will obtain the Developer's approval, which shall be reasonably given and not unreasonably withheld, before entering into any new engagements with any third party other than Armstrong Teasdale LLP and PGAV Planners, (ii) if requested by the Developer and not more than once every calendar quarter, the City will provide the Developer with a quarterly statement showing each agreement executed, amounts paid pursuant to each such agreement, and amounts remaining due with respect to each agreement, so long as the preceding is not a privileged communication or privileged information, and (iii) the City will submit such requests for reimbursement no more than once every calendar quarter. At the closing on any Notes issued pursuant to this Agreement, the Developer agrees to pay all of the City's reasonable costs and Developer's reasonable costs incurred in relation thereto, including the City's Issuance Costs, in excess of the monies advanced under the Preliminary Funding Agreement including, but not limited to, any fees, costs, and/or expenses incurred by the City or the Developer relating to the Preliminary Funding Agreement, the Dillard's Lawsuit, or condemnation. If the Developer requests a mandatory issuance of Bonds pursuant to **Article VI** hereof, and if the Developer does not accept the financing that is available thereunder, the Developer shall pay to the City all actual costs incurred with respect to the financial feasibility and planning of the potential financing. Any amounts advanced to the City by the Developer may be considered Reimbursable Redevelopment Project Costs eligible for reimbursement from the Bond proceeds, to the extent allowed under the TIF Act. Notwithstanding anything herein to the contrary, Issuance Costs related to the issuance of any Notes or Bonds may be reimbursed or paid, as applicable, from Bond proceeds.

2.6 Conditions Precedent to Developer Obligations. The obligations and commitments of the Developer under the terms of this Agreement shall be expressly contingent upon the approval by the Developer in its reasonable discretion of the form of the Indenture and the Obligation Ordinance governing the issuance and terms of payment of the Obligations.

2.7 Return of Excess Funds. Within 35 calendar days after the City's acceptance of the final Certificate of Substantial Completion and the final Certificate of Reimbursable Redevelopment Project Costs relating to RPA-1 and the issuance of the Bonds, the City will remit to the Developer any amounts that have been advanced to the City pursuant to this **Article II**, that have not been spent or incurred by the City pursuant to this **Article II**.

ARTICLE III.
OWNERSHIP AND ACQUISITION OF PROPERTY INTERESTS; EMINENT DOMAIN

3.1 Ownership and Acquisition of RPA-1. The Developer represents to the City that as of the date of this Agreement, the Developer or a related entity has acquired fee title to RPA-1 with the exception of the Unowned Property. The Developer shall have the right to encumber its interest in RPA-1.

3.2 Acquisition by Negotiation. The Developer will continue to negotiate acquisition of a fee simple interest in such portions of the Unowned Property where the Developer elects to proceed with the Redevelopment Project, and will continue to negotiate the termination of any leases, easements, as well as any rights or restrictions of every kind and nature, impacting such portions of the Unowned Property. If the Developer is unable, by negotiation, to acquire a fee simple interest to the portions of the Unowned Property where the Developer elects to proceed with the Redevelopment Project, or by negotiation to cause the termination of any lease, easement, as well as any rights or restrictions of every kind and nature, impacting such portions of the Unowned Property, it may make a written request to the City to initiate condemnation proceedings respecting those interests in the Unowned Property. The parties acknowledge and agree that condemnation may be required to clear title on certain parcels or terminate certain leasehold interests and easements and that the Developer may request that the City initiate condemnation proceedings pursuant to **Section 3.3** of this Agreement for the purpose of clearing title or condemning leasehold interests and easements.

3.3 Condemnation. With respect to any portion of RPA-1 or any interest therein (including without limitation, any tenant's or lessee's interest in any lease, any interest in any easement, as well as any rights or restrictions of every kind and nature affecting all or a portion of RPA-1 which Developer desires to acquire) not acquired by negotiated purchase or termination in accordance with **Section 3.2** of this Agreement, the Developer may, subject to the requirements of **Section 3.4** of this Agreement, make a written request to the City, that the City initiate eminent domain proceedings to acquire such parcel or parcels of RPA-1 or any interest of every kind and nature at the sole expense of the Developer; provided that the City will not and will not acquire title to any parcel or parcels of RPA-1 (or interest therein) by condemnation or eminent domain (through payment of a commissioners' award into any court registry or otherwise) until such time as the Developer provides a written consent to proceed with such acquisition. The City will convey legal title to any real property (or interest therein) acquired in its name by condemnation pursuant to this Agreement by quit claim deed following receipt of a written consent to do so as set forth below.

3.4 Requirements Prior to Initiation of Proceedings. Prior to requesting the initiation of condemnation proceedings with respect to any parcel of (or interest in) RPA-1, the Developer shall:

3.4.1 Make a written request of the City to initiate proceedings (which request may be made only after the City's approval of the Redevelopment Project and the adoption of tax increment financing within RPA-1 by ordinance). Said request shall include a legal description of the parcel or parcels of RPA-1 or interest therein to be taken by such proceedings, together with all other information reasonably required by the City to proceed.

3.4.2 Provide such evidence that all jurisdictional prerequisites to the initiation of eminent domain proceedings have been satisfied, including having negotiated for the purchase of the parcel(s) or interest therein in good faith.

3.4.3 With respect to any parcel or parcels of RPA-1 or interest therein proposed to be acquired by eminent domain, obtain (at the Developer's expense) and deliver to the City a recent appraisal, prepared by an independent third party appraiser licensed in the State, and make an offer (as verified by the City) of at least one hundred percent (100%) of the appraised value to the owner of such parcel or parcels located in RPA-1 or interest therein.

3.4.4 Make available to the City, at the City's request, acting through the City Administrator, City Attorney or special counsel retained by the City, the right to inspect any documentation relating to Developer's efforts to acquire by negotiation the parcel or parcels of RPA-1, or interests therein, to be part of the proceeding.

3.4.5 Deposit with the City an amount sufficient to pay for the City's reasonable costs related to the initiation of such condemnation proceedings.

3.5 Condemnation Procedures. Subject to **Section 3.4** of this Agreement, the City may initiate condemnation proceedings promptly after the request by the Developer and in any event within 30 days from the date of the City's receipt of the Developer's request, provided that the Developer has provided the City with all of the information and documents required by **Section 3.4** of this Agreement. If the City agrees to initiate condemnation proceedings or initiates condemnation proceedings, the Developer and City will cooperate to diligently prosecute all such proceedings. If the City agrees to initiate condemnation proceedings or initiates condemnation proceedings, the City agrees to take all necessary or other reasonable action in such proceedings and to execute all documents which may be reasonably necessary and/or required during the prosecution of such proceedings. During the condemnation proceedings, the Developer agrees to make available for the City's inspection copies of all pleadings and other documents filed or prepared in conjunction with the prosecution of the condemnation proceedings, and to consult with the City regarding recommendations by counsel and other consultants to the Developer as to the fair settlement value of each such case. Advice and consultation among the City and the Developer will continue throughout such proceedings. The City may, upon initiation of the condemnation proceedings, designate in writing to the Developer an individual who is authorized to represent the City in consultations with the Developer and its counsel. The City, acting through any such designated representative, shall have the right to inspect and to receive copies of any documentation relating to the efforts to acquire the parcel or parcels located in RPA-1, which are part of the proceedings and to make suggestions based upon any appraisals regarding the price or settlement to be paid therefor. The Developer shall pay all costs reasonably incurred by the City in connection with any condemnation action. The expenses incurred by the Developer in connection with any condemnation shall be Reimbursable Redevelopment Project Costs to the fullest extent permitted by the TIF Act.

3.5.1 Without limiting the generality of the Developer's rights in connection with such condemnation proceedings, it is acknowledged that the Developer, in consultation with the City, may (i) conduct such due diligence as the Developer deems appropriate, (ii) prepare and request the filing of motions providing for the inspection of any parcel subject to the condemnation proceedings, (iii) prepare and request the filing of exceptions to any commissioners' report, and (iv) take such other action and prepare and request the filing of such other motions and pleadings as the Developer deems appropriate.

3.5.2 Within 90 days after any commissioners' award, the Developer shall either: (i) abandon the condemnation action; (ii) settle the action; (iii) file exceptions to the commissioners' award without paying the award; or (iv) file exceptions and pay the amount of any commissioners' award issued either directly to the Clerk of the Circuit Court of St. Louis County, Missouri or to the City for payment of such commissioners' award to the Clerk of the Circuit Court of St. Louis County, Missouri, which payment the City will make promptly. Notwithstanding the foregoing, if the Developer terminates any condemnation proceeding to effect a settlement of any such proceeding, this Agreement shall continue and the City and the Developer will continue to diligently prosecute any other condemnation proceedings pending at such time. Upon request of the Developer after payment of any commissioners' award or settlement, the City will promptly, at a time and place designated by the Developer, convey to the Developer by quit claim deed all right, title and interest in and to any such parcel acquired in connection with or as a result of the condemnation proceeding. The City agrees to the conveyance of the condemned property and to tender into escrow a fully approved and executed quit claim deed, which escrow shall provide for the release of such instrument upon the pay-in of the award or settlement, so long as the Developer is not in default under this Agreement or the TIF Act.

3.5.3 From time to time following the initiation of any proceedings for the exercise of the City's power of eminent domain pursuant to this Section and payment of such commissioners' awards by the Developer to the City, but before payment by the City on behalf of the Developer of any commissioners' awards and acquisition of legal title to any such parcel or parcels by the City on behalf of the Developer, the Developer shall provide the City with an irrevocable letter or letters of credit naming the City as beneficiary, or such other bond or collateral as the City Attorney or special counsel retained by the City determines appropriate in such attorney's sole discretion, in an amount equal to 50% (the "**Security Amount**") of the commissioners' awards for all parcels that have been taken by eminent domain but for which such commissioners' award is not yet final (a "**Pending Award**"). The letter or letters of credit or other bond or security instrument shall be in legal form and substance acceptable to the City Attorney or special counsel retained by the City and, once issued for any such Pending Award, shall remain outstanding until such time as each such Pending Award has been liquidated, settled, compromised or otherwise resolved and paid or the Developer has abandoned the condemnation or terminated this Agreement, in which event any such security remaining after the payment of all costs of the condemnation shall be released.

3.5.4 Notwithstanding anything to the contrary herein, the Developer covenants that it will indemnify and hold harmless the City in the amount that the sum of all jury awards exceeds the sum of all commissioners' awards for all parcels, or interests therein, which have been taken by eminent domain.

3.6 Abandonment of Condemnation Proceedings; Indemnity. If the Developer elects to abandon condemnation proceedings instituted under this Agreement following entry of a commissioners' award and any such condemnation proceeding is abandoned thereafter by the City, the Developer shall indemnify and hold the City harmless of and from any statutory award of interest the City is compelled by the Court to pay pursuant to Section 523.045 of the Revised Statutes of Missouri, as amended, and as further limited by Section 523.259 of the Revised Statutes of Missouri, as amended. Further, the Developer shall indemnify and hold the City harmless from and against any and all claims, suits, damages, expenses or liabilities, including court costs and attorneys' fees and expenses, arising out of (1) any eminent domain action filed pursuant to this Agreement which is abandoned, but excepting therefrom any claim, suit, damage, expense, or liability caused by any intentional or wanton misconduct by the City or any of its officials, officers, employees, agents or representatives; (2) the operation of all or any part of such portions of RPA-1 owned by Developer, or the condition of such portions of RPA-1 owned by Developer, including without limitation, any environmental cost or liability; and (3) negotiations, inspections, acquisitions, preparations, construction, leasing, operations and other activities of Developer or its agents in connection with or relating to the Redevelopment Project.

3.7 Relocation. The Developer, at its sole cost and expense shall relocate those occupants or businesses displaced from any portion of RPA-1 acquired by the Developer in accordance with and to the extent required by the Relocation Policy, except insofar as otherwise agreed in writing by such displaced occupant or business; it being understood and agreed that any displaced occupant or business may waive its rights to statutory and other relocation benefits under the Relocation Policy or otherwise. It is understood by the parties that tenants occupying any portion of RPA-1 pursuant to leases which expire or are terminated by Developer pursuant to a valid termination right prior to the commencement of the Work relating to the Redevelopment Project are not considered "displaced persons" or "displaced businesses" for purposes of this Section, the Relocation Policy, or Section 523.001 to 523.100 of the Revised Statutes of Missouri, as amended. All costs and expenses incurred by Developer in connection with the relocation of displaced occupants and businesses shall constitute Reimbursable Redevelopment Project Costs to the fullest extent permitted by the TIF Act.

3.8 Cooperation of the City. Subject to this Agreement, upon written request from the Developer, the City will cooperate in and participate in any actions necessary to clear title, condemn an easement, vacate right-of-way or similar activity, as may be necessary for the orderly acquisition of the property necessary for the Redevelopment Project. However, notwithstanding anything to the contrary contained herein, the City will not initiate condemnation proceedings until the Developer complies with the requirements set forth in this Agreement and by law to the extent possible with respect to the property interest sought to be condemned.

3.9 Waiver. Except for requirements pursuant to the Revised Statutes of Missouri, as amended, the City may at any time in the City's sole discretion, waive any or all of the conditions or requirements of Developer set forth in this **Article III**. None of the terms and conditions set forth herein are intended to be a limitation on the right of the City to exercise eminent domain or the Developer to exercise Developer's rights as set forth herein.

3.10 Contingent Upon Compliance with Redevelopment Plan. Subject to the termination and suspension rights set forth in this Agreement, the condemnation or eminent domain proceedings provided for in this Agreement shall be contingent upon the Developer's compliance with the Redevelopment Plan and this Agreement.

ARTICLE IV.
WORK AND REDEVELOPMENT PROJECT CONSTRUCTION

4.1 Developer to Cause Construction of the Work. Developer shall commence and prosecute or cause commencement and prosecution of the construction of the Work in a good and workmanlike manner in accordance with the terms of this Agreement. Developer shall cause completion of the Work in accordance with the Construction Plans, the Concept Site Plan and the terms of this Agreement.

4.2 Construction Schedule. Developer shall commence and complete or cause commencement and completion of each of its obligations under this Agreement with respect to the construction and completion of the Work in accordance with the following schedule.

Activity	**Timeframe**
Submit Certificate of Substantial Completion for demolition of existing structures commonly referred to as the Chesterfield Mall, but excluding any structures located on the Unowned Property and the westernmost structure most recently occupied prior to the date of this Agreement by Macy's department store ("**Mall Demolition**")	Within one (1) year after the Developer furnishes a Notice of Commencement of Construction for the Mall Demolition
Submit Certificate of Substantial Completion for the Onsite Public Improvements	Within three (3) years after the Developer furnishes the Notice of Commencement of Construction for the Onsite Public Improvements
Submit Certificate of Substantial Completion for the Connector Road	Within two (2) years after the Developer furnishes the Notice of Commencement of Construction for the Connector Road
Submit Certificate of Substantial Completion for the Ring Road	Within two (2) years after the Developer furnishes the Notice of Commencement of Construction for the Ring Road
Submit Certificate of Substantial Completion for Work related to the RPA-1A Project and the Offsite Road Improvements related thereto	Within three (3) years after the Developer furnishes a Notice of Commencement of Construction for RPA-1A Project
Submit Certificate of Substantial Completion for Work related to the RPA-1B Project and the Offsite Road Improvements related thereto	Within three (3) years after the Developer furnishes a Notice of Commencement of Construction for RPA-1B Project

Submit Certificate of Substantial Completion for the Work related to the RPA-1C Project	Within three (3) years after the Developer furnishes a Notice of Commencement of Construction for RPA-1C Project
Submit Certificate of Substantial Completion for the Work related to the RPA-1D Project	Within three (3) years after the Developer furnishes a Notice of Commencement of Construction for RPA-1D Project

4.2.1 Upon written request from the City, which may take the form of an email, and no more than one time per quarter, Developer shall provide the City with updates detailing Developer's efforts to obtain site control of the Unowned Property.

4.2.2 The above schedule and proposed timing of completion of each Phase is subject to Force Majeure and extension pursuant to **Section 10.3** of this Agreement, and, as a result, may be delayed. The Developer may request amendments to the above schedule per **Section 4.7** of this Agreement.

4.2.3 Developer shall cooperate with the City in connection with its preparation of any TIF Act reporting requirements.

4.2.4 If any suit shall be filed by any party (i) respecting the condemnation of any interest in RPA-1, or (ii) contesting the validity or legality of the Redevelopment Area, the Redevelopment Project, the Redevelopment Plan, the Obligations, or the ordinance approving this Agreement, the obligations of the Developer under this Agreement including, without limitation, the timeframes set forth in this Section will be tolled and suspended until such time as a court of competent jurisdiction has issued a final, non-appealable judgment respecting such suits or such suits have been dismissed with prejudice.

4.2.5 Under no circumstance shall the Developer be required to commence or complete the Phases in any particular order. The Developer may commence one or more Phases at the same time and may complete a given Phase prior to completion of other Phases.

4.3 Governmental Approvals. The City agrees to employ reasonable and good faith efforts to cooperate with the Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State. Notwithstanding anything to the contrary in this Agreement, the Developer must comply with all land use processes and shall obtain any and all Governmental Approvals required in order to construct and complete the Redevelopment Project. Nothing in this Agreement shall be deemed to constitute the City's consent or approval of any Governmental Approvals or construction requirements. Notwithstanding anything to the contrary, the City shall have the right to review and confirm any proposed land use for any portion of the Redevelopment Area and Redevelopment Project in accordance with the land use processes set forth in the City's Unified Development Code.

4.4 Construction Contracts; Insurance. Prior to the commencement of construction of any portion of the Work, the Developer shall obtain or shall require that any of its contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall require that such insurance be maintained by any of its contractors for the duration of the construction of such portion of the Work. All construction contracts entered into by or on behalf of the Developer shall state that the contractor has no recourse against the City, its governing body members, officials, officers, agents, servants, employees or independent contractors in connection with the contractor's construction of the applicable portion of the Work.

4.5 Competitive Bids; Prevailing Wage; Federal Work Authorization. The Developer shall comply with all applicable federal, State and local laws relating to the construction of the Redevelopment Project, including, but not limited to, Section 107.170 of the Revised Statutes of Missouri, as amended, and laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the Redevelopment Project or portions thereof. For avoidance of doubt, the City acknowledges that its ordinances relating to competitive bidding do not apply to contracts or purchases by private property owners or tenants for their property.

The Developer acknowledges that it must comply with Section 285.530 of the Revised Statutes of Missouri, as amended, regarding enrollment and participation in a federal work authorization program with respect to its employees working in connection with the Redevelopment Project. The Developer represents and warrants that it is in compliance with Section 285.530 of the Revised Statutes of Missouri, as amended, at the time of execution of this Agreement and has provided a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence thereof.

4.6 Construction Plans. The Construction Plans shall be prepared and sealed by a professional engineer or architect licensed to practice in the State, and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable State and local laws, ordinances and regulations, including, but not limited to, any performance, labor and material payment bonds required for the Redevelopment Project. The Developer shall submit Construction Plans for approval by the City's Building Commissioner or his or her designee in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures and in accordance with the schedule set forth in this Agreement. The plans submitted by the Developer shall be in sufficient completeness and detail to show that construction will be in conformance with the Approved Site Plan and this Agreement.

4.7 Changes. Before commencement of construction or during the progress of the Work respecting any Phase, the Developer may make such reasonable changes to the provisions of this Agreement applicable to such Phase, including without limitation, modification of the construction schedule, including dates of commencement and completion of the Work for such Phase, modification of the areas in which the Work or portions thereof for such Phase is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Work for such Phase, consolidation of Phases, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants, occupants or purchasers of any real property located within the portion of

RPA-1 being developed in connection with the applicable Phase or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that, (1) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City, and (2) the Developer shall obtain the City's advance written consent to any change that would, in the opinion of the City Attorney or special counsel retained by the City, result in such a change in the Redevelopment Project as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act.

4.8 Notice of Commencement of Construction. The Developer shall furnish to the City a Notice of Commencement of Construction for each Phase. Each Notice of Commencement of Construction shall be deemed accepted by the City upon receipt of the same.

4.9 Certificate of Substantial Completion. Promptly after Substantial Completion of each respective Phase in accordance with the provisions of this Agreement, the Developer shall furnish to the City a Certificate of Substantial Completion so certifying. The City will, within 50 calendar days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. Each Certificate of Substantial Completion shall be deemed accepted by the City unless, within 50 calendar days following the City's receipt of the Certificate of Substantial Completion for a particular Phase, the City furnishes the Developer with specific written objections to the status of the Work in that Phase, describing such objections and the measures required to correct such objections in reasonable detail. In the case where the City, within 50 calendar days following the City's receipt of the Certificate of Substantial Completion, furnishes the Developer with specific written objections to the status of the Work for a particular Phase, the Developer shall have such amount of time as is reasonably necessary to address such objections and when addressed shall re-submit the Certificate of Substantial Completion to the City in accordance with this Section. Upon acceptance of the Certificate of Substantial Completion by the City for each Phase, or upon the lapse of 50 calendar days after receipt by the City without any written objections thereto, the Developer may record a Certificate of Substantial Completion with the St. Louis County Recorder of Deeds' Office, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the Work required to complete each particular Phase.

4.10 Developer's Obligations Regarding the Work. Developer shall perform the Work directly, or cause the completion of the Work, pursuant to the terms and conditions set forth in this Agreement. Developer further agrees to advance or cause to be advanced all Redevelopment Project Costs as necessary to complete the Work, including all costs necessary to acquire ownership of the Property as further set forth herein. In addition, Developer covenants and agrees as follows:

4.10.1 To obtain or cause to be obtained any and all permits and licenses required by the City or the State; to obtain or cause to be obtained all Governmental Approvals necessary to perform the Work under this Agreement; to conform to all rules, regulations, codes and ordinances of the City applicable to performance by the Developer under this Agreement.

4.10.2 To permit access to RPA-1 and to all records and files pertaining to the performance and completion of the Work to representatives of the City and their respective designees at all reasonable times for any purpose related to this Agreement, which the City deems necessary, including, but not limited to, inspection of all aspects of the Work and verification of compliance with this Agreement or applicable law.

4.10.3 To complete or cause the completion of the Work in substantial conformity with this Agreement and the Redevelopment Plan.

ARTICLE V.
FINANCING OF REDEVELOPMENT PROJECT COSTS

5.1 Obligation to Reimburse Developer. The City hereby agrees to reimburse the Developer for verified Reimbursable Redevelopment Project Costs from Available Revenues and in accordance with this Agreement and the TIF Act, and further agrees, subject to the terms of the Obligation Ordinance and this Agreement, to use its best efforts to issue Obligations to reimburse Developer for such verified Reimbursable Redevelopment Project Costs up to the Maximum Amount as generally set forth in the categories labeled on **EXHIBIT G**, attached hereto and incorporated herein by reference.

5.2 Reimbursements Limited to Reimbursable Redevelopment Project Costs; Right to Substitute. Nothing in this Agreement shall obligate the City to issue Obligations to reimburse Developer for any cost that is not incurred pursuant to the Redevelopment Plan or that does not qualify as a "redevelopment project cost" under Section 99.805(16) of the TIF Act.

5.2.1 The Developer shall provide to the City (a) itemized invoices, receipts or other information evidencing such costs; and (b) a Certificate of Reimbursable Redevelopment Project Costs constituting certification by the Developer that such cost is eligible for reimbursement under the TIF Act. Within 50 calendar days of the City's receipt from the Developer of a Certificate of Reimbursable Redevelopment Project Costs, the City will review and act upon such Certificate of Reimbursable Redevelopment Project Costs and issue Notes or modify schedules attached to such Notes, as appropriate. Each of the categories of costs set forth in Section 99.805(16) of the TIF Act, including private financing costs, constitute Reimbursable Redevelopment Project Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement. After the Developer submits and the City approves, or is deemed to have approved, the Certificate of Substantial Completion for the Mall Demolition, but in no event later than the initial issuance of any Notes, the Developer may submit a Certificate of Reimbursable Redevelopment Project Costs showing, in addition to any other eligible Reimbursable Redevelopment Project Costs, all private financing costs incurred, including the interest payments made. If such Certificate of Reimbursable Redevelopment Project Costs is approved, or deemed approved, in accordance with this **Section 5.2**, and so long as the private financing costs shown thereon equal or exceed the amount of interest that would have accrued on all previously-approved Reimbursable Redevelopment Project Costs related to the budget categories for soft costs and Mall Demolition as shown on **EXHIBIT G**, attached hereto and incorporated herein by reference, calculated at the Prime Rate plus 2.00% from the first day of the month following the date that each such Certificate of Reimbursable Redevelopment Project Costs was previously approved or deemed approved (the "**Maximum Amount of Eligible Private Financing Costs**"), then the Developer shall be reimbursed the Maximum Amount of Eligible Private Financing Costs. The Developer shall be entitled to reimbursement for verified Reimbursable Redevelopment Project Costs for the Redevelopment Project (including the Maximum Amount of Eligible Private Financing Costs) up to the Maximum Amount.

5.2.2 If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a "redevelopment project cost" under Section 99.805(16) of the TIF Act, the City will so notify the Developer in writing within the 50 calendar days period referenced in **Subsection 5.2.1** of this Agreement, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs with a supplemental application for payment, whereupon the City will review and act upon such supplemental application for payment within 50 calendar days of the City's receipt thereof. If the City fails to approve or disapprove any Certificate of Reimbursable Redevelopment Project Costs within 50 calendar days after receipt thereof, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved.

5.3 Developer's Private Financing. The City acknowledges that, in connection with Developer's submission of the Redevelopment Proposal, Developer provided evidence reasonably satisfactory to the City that Developer has a commitment to obtain private financing for the Redevelopment Project. In connection with any private financing to be provided by Lender with respect to any portion of the Redevelopment Project, upon request by Lender, the City will use its best efforts within 15 calendar days of each such request to approve and execute (i) a Consent to Collateral Assignment in form and substance reasonably agreeable to all parties executing the same; and (ii) an Estoppel Agreement in form and substance reasonably agreeable to all parties executing the same.

ARTICLE VI.
OBLIGATIONS

6.1 Conditions Precedent to Issuance of the Obligations. No Obligations shall be issued until such time as the City has received the following for the particular Phase for which Developer is requesting issuance of Obligations, as the case may be: (i) a Notice of Commencement of Construction; (ii) an opinion of Bond Counsel regarding the taxable nature of the Obligations; and (iii) such other documentation as the City will reasonably require of

Developer in order for the City to obtain an opinion of Bond Counsel as required by this Section. Further, upon the issuance of any Notes, the Developer shall pay such costs incurred by the City, including Issuance Costs, as further set forth in **Section 2.5** of this Agreement. Developer will not request an issuance of Obligations any more frequently than once every calendar quarter.

Notwithstanding anything in this Agreement to the contrary, in no event shall Obligations be issued relating to a particular Phase of the Redevelopment Project unless (A) the City Council has adopted an Approving Ordinance that (x) approves the portion of the Redevelopment Project related to that particular Phase, (y) adopts tax increment financing for the portion of RPA-1 related to that particular Phase and (z) establishes the Special Allocation Fund for the portion of RPA-1 related to that particular Phase, and (B) with respect to Bonds only, a Certificate of Substantial Completion has been accepted by the City for that particular Phase of the Redevelopment Project, all in accordance with this Agreement.

Notwithstanding anything in this Agreement to the contrary and to the extent there are businesses generating retail sales taxes open within RPA-1, no Obligations will be publicly offered unless Developer has certified to the City that there are seven or more businesses generating sales taxes within RPA-1.

6.2 Issuance of the Obligations. Within 65 calendar days of Developer's satisfaction of the conditions of **Section 6.1** of this Agreement, unless the Parties mutually agree to another duration of time, the City agrees, pursuant to the Obligation Ordinance, to use its best efforts to issue Notes to reimburse the Developer for Reimbursable Redevelopment Project Costs up to the Maximum Amount as set forth on **EXHIBIT G**, attached hereto and incorporated herein by reference. Anything to the contrary herein notwithstanding, no Obligations shall be issued to or at the request of Developer unless and until Developer has complied with all of the conditions precedent set forth in **Section 6.1** of this Agreement.

6.3 Title of Notes. There shall be issued one or more series of taxable Obligations in an aggregate principal up to the Maximum Amount and one or more series of tax-exempt Obligations in an aggregate principal amount not to exceed the Maximum Amount less the aggregate principal amount of taxable Obligations. The taxable Obligations shall be designated "Taxable Tax Increment Financing Revenue Notes (Chesterfield Regional Area RPA-1)", with a designation indicating to which Phase the Obligations are related. Tax-exempt Obligations shall be designated "Tax-Exempt Tax Increment Financing Revenue Notes (Chesterfield Regional Area RPA-1)", with a designation indicating to which Phase the Obligations are related. The Obligations may have such further appropriate particular designation added to or incorporated in such title for the Obligations of any particular series as the City may determine.

6.4 Term; Interest Rate; Maturity of the Notes. The Notes shall bear interest at a fixed rate per annum equal to (i) the greater of (A) 5.00%, or (B) the Prime Rate plus 2.00%, if the interest on the Notes, in the opinion of Bond Counsel, is not exempt from federal income taxation (the "**Taxable Rate**"), or (ii) the greater of (W) 3.50%, or (X) the Prime Rate plus 2.00%, if the interest on the Notes, in the opinion of Bond Counsel, is exempt from federal income taxation (the "**Tax-Exempt Rate**"). The Taxable Rate and/or Tax-Exempt Rate will be set as of the calendar date that is 10 days preceding the closing on the initial issuance of the applicable Notes. Notwithstanding anything in this Agreement to the contrary, in no event shall the Taxable Rate and/or the Tax-Exempt Rate exceed the "market rate" as defined in Section 408.030 of the Revised Statues of Missouri, as amended. The Notes shall have a stated maturity equal to the longest period permissible under the TIF Act. Interest accrued but not paid shall be added to principal and shall be compounded semi-annually. The Outstanding principal amount of the Notes shall be paid to the extent of Available Revenues in the Special Allocation Fund, as applicable, after payment of interest, all in accordance with the TIF Act.

6.5 Procedures for Issuance of the Notes. The initial issuance of the Notes shall not occur until (i) the requirements set forth in **Section 6.1** of this Agreement have been satisfied, and (ii) the Certificate of Substantial Completion for the Mall Demolition has been accepted by the City. Following acceptance by the City of each Certificate of Reimbursable Redevelopment Project Costs, the City will issue, subject to the limitations of **Article VI** of this Agreement, endorsements to the Notes evidencing additional advances for the reimbursement of Reimbursable Redevelopment Project Costs ("**Construction Advances**"). In lieu of endorsements to the Notes, the City agrees at Developer's request to issue additional Notes in denominations of $100,000 or any integral multiple of $0.01 in excess thereof, or more to evidence the City's obligation to pay such additional advances of Reimbursable Redevelopment Project Costs ("**Additional Notes**"). Construction Advances or Additional Notes shall be issued no more than once every calendar quarter, commencing on the 1st day of the calendar quarter following the date on which the City is first obligated to issue Notes hereunder and then on the 1st day of every calendar quarter thereafter until all such Construction Advances or Additional Notes as are required by this Agreement have been advanced or issued.

6.5.1 After the initial issuance of a Note, if the City accepts a Certificate of Reimbursable Redevelopment Project Costs within 30 days after submission by the Developer, the resulting Construction Advance or Additional Notes shall be deemed to have been issued on the date that the City accepts the Certificate of Reimbursable Redevelopment Project Costs. If the City accepts the Certificate of Reimbursable Redevelopment Project Costs more than 30 days after submission by Developer (or rejects it more than 30 days after submission by Developer and provides the Developer the right to identify and substitute eligible Reimbursable Redevelopment Project Costs in accordance with this Agreement), the resulting Construction Advance or Additional Notes shall be deemed to have been issued on the 31st day after submission of the Certificate of Reimbursable Redevelopment Project Costs by the Developer.

6.5.2 Notwithstanding anything contained in this Agreement to the contrary, upon the acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs and the issuance by the City of Construction Advances or Additional Notes as provided in this Section, the Developer shall be deemed to have advanced funds necessary to purchase such Notes and the City will be deemed to have deposited such funds into a project fund and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit in such project fund from time to time.

6.6 Completion Delays. If the City delivers notice of objections or deficiencies to the Developer as required under **Section 4.9** of this Agreement, the Developer shall have such remedies as set forth in that section.

6.7 Special Mandatory Redemption of Notes. The Notes shall be subject to special mandatory redemption by the City in an amount equal to all Available Revenues, applicable to those particular Notes, in whole at any time or in part on each April 1 and October 1 (or such other dates agreed to by the Parties hereto, each being, a "**Payment Date**"), at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed, together with the accrued interest thereon to the date fixed for redemption.

6.8 Issuance of Bonds. The City may, at its discretion, issue Bonds at any time prior to the City's acceptance of a Certificate of Substantial Completion for one or more Phases in an amount sufficient to refund all or a portion of the Outstanding Obligations. Subject to **Section 5.2** of this Agreement, upon receipt of a written request by the Developer and subsequent to the City's acceptance of a Certificate of Substantial Completion for the Phase to which the request relates, the City will use its best efforts to issue Bonds in an amount sufficient to refund an amount up to and not to exceed the Maximum Amount in Outstanding Obligations; provided, however that the City has received a recommendation of the Underwriter to issue the Bonds based on the criteria set forth in **Section 6.10** of this Agreement and recommendations of the principal amount thereof. The City will not be obligated to issue or cause to be issued such Bonds unless the Underwriter determines that all of the criteria in **Section 6.10** of this Agreement are satisfied as of the date of issuance of such Bonds, unless such criteria are waived by the Underwriter. The Developer (or other purchaser of the Bonds) shall pay all costs associated with the issuance of Bonds, or any other obligations issued by the City to the Developer or related party or affiliate pursuant to the terms of this Agreement, including its own costs and expenses and attorneys' fees and expenses that the Developer may incur in complying with this Section.

6.9 Subordination. In the event that the Bonds issued pursuant to **Section 6.8** of this Agreement for any Phase hereof are insufficient to fully refund the Notes Outstanding for such Phase, any Notes that are not refunded shall be payable as to principal and interest according to the terms set forth in the Indenture, which may require subordination of such Notes.

6.10 Criteria for Issuance of Bonds. The Underwriter's recommendation for issuance of Bonds for any Phase and the principal amounts thereof shall be based on the reasonably prudent application of the following criteria:

6.10.1 Acceptance by the City of a Certificate of Substantial Completion for the applicable Phase of the Redevelopment Project; and

6.10.2 Review of projections of Available Revenues available for debt service as proposed by an independent qualified consultant. Such projections must show that: (A) if all Available Revenues were to be applied to the immediate repayment of the Bonds, they would reasonably be anticipated to be retired within 20 years from the date of adoption of the applicable Approving Ordinance, and (B) based on the Maturity Date, the Bonds are reasonably likely to achieve debt service coverage ratio reasonably acceptable to the Underwriter.

6.11 Cooperation in Issuance of Obligations. The Developer covenants to cooperate and take all reasonable actions necessary to assist the City, Bond Counsel and Underwriter in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the Obligations, including disclosure of tenants or other users of the Property and the non-financial terms of the leases and other agreements between the Developer and such tenants or users and sufficient detailed information on Reimbursable Redevelopment Project Costs to enable Bond Counsel to render a tax exemption opinion. The Developer will not be required to disclose to the general public or any investor the rent payable under any such lease, the sale price payable under any sale contract, or any proprietary or confidential financial information pertaining to the Developer, its tenants, buyers of land within RPA-1, or the leases with its tenants, but upon the execution of a confidentiality agreement acceptable to the Developer, the Developer, to the extent authorized pursuant to its agreements with the necessary third parties, will provide such information to the Underwriter and its counsel to enable such parties to satisfy their due diligence obligations. The Developer further agrees to provide a closing certificate in form and substance reasonably acceptable to the Underwriter (which shall include a certification regarding the accuracy of the information in any offering document relating to the Developer or the Redevelopment Project) and shall cause its counsel to provide a legal opinion in form and substance reasonably acceptable to the Underwriter, if required by the Underwriter. In addition, the Developer further agrees to provide the following information necessary to enable the Underwriter of the Obligations to comply with Rule 15c2-12 of the Securities and Exchange Commission: all retail and commercial tenants of the Redevelopment Project, the square footage occupied by each such tenant and the purpose for which space is used by each retail tenant and the term of such lease, and certificate(s) of value required to be filed with St. Louis County, Missouri for land sales. The Developer further agrees to provide customary closing certificates and opinions and take such other actions (including entering into an agreement to provide such information as is reasonably required to enable the Underwriter to comply with Rule 15c2-12 of the Securities and Exchange Commission) as may reasonably be required in connection with the marketing, sale and issuance of the Obligations. Such compliance obligations shall constitute a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

6.12 City to Select Underwriter; Term and Interest Rate. The City, with the advice of Developer, shall select Underwriter, and Underwriter's counsel. The City has sole discretion to select Bond Counsel. The final maturity of the Obligations shall not exceed the maximum term permissible under the TIF Act. Subject to the terms of this Agreement, the Bonds shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City shall determine in its sole discretion.

6.13 No Other Bonds or Uses of Available Revenues. Except as otherwise provided in **Section 7.2** of this Agreement, the City will not use or apply any Available Revenues to pay any "redevelopment project costs" (as such term is defined in the TIF Act) other than the Reimbursable Redevelopment Project Costs.

ARTICLE VII.
SPECIAL ALLOCATION FUND AND APPLICATION OF AVAILABLE REVENUES

7.1 Special Allocation Fund. Upon adoption of the applicable Approving Ordinance, the City agrees to cause its Director of Finance or other financial officers, officials, employees, or agents to maintain the Special Allocation Fund and such further accounts or sub-accounts as are required by this Agreement, the Indenture, or as the Underwriter and Trustee may deem appropriate in connection with the administration of the Special Allocation Fund. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the City Council, the City will, promptly upon receipt thereof, deposit all TIF Revenues related to RPA-1 into the Special Allocation Fund.

7.2 Application of Available Revenues.

7.2.1 Available Revenues on deposit in the Special Allocation Fund shall be applied to pay debt service on (i) the applicable Obligations relating to the applicable Phase of the Redevelopment Project in accordance with the terms of the Indenture, and (ii) once such Obligations have been paid in full, to Obligations relating to other Phases of the Redevelopment Project. Obligations issued for the Redevelopment Project shall be secured by Available Revenues in accordance with the TIF Act.

7.2.2 The Parties acknowledge and agree that the Developer intends to seek the issuance of Notes up to the Maximum Amount plus Issuance Costs. If Notes issued to the Developer in the Maximum Amount plus Issuance Costs are paid in full, redeemed, satisfied, or cancelled, then the Available Revenues generated by RPA-1 may be used to secure any and all Obligations relating to not only RPA-1, but also obligations relating to RPA-2 and/or RPA-3. Notwithstanding anything in this Agreement to the contrary, the Developer may notify the City that Notes issued to the Developer in an amount lower than the Maximum Amount plus Issuance Costs are acceptable and, in that circumstance, once Notes issued to the Developer in this lower amount are paid in full, redeemed, satisfied, or cancelled, then the Available Revenues generated by RPA-1 may be used to secure any and all Obligations relating to not only RPA-1, but also obligations relating to RPA-2 and/or RPA-3, all as in accordance with the TIF Act.

7.2.3 Upon the payment in full of the principal of and interest on the Obligations and any obligations relating to RPA-2 and RPA-3, and payment of the fees, charges and expenses of the City, the Trustee and any Paying Agent, and any other amounts required to be paid under the Obligation Ordinance and the Indenture or any ordinance or trust indenture authorized in connection with any obligations relating to RPA-2 and RPA-3, all amounts remaining on deposit in the Special Allocation Fund shall be paid to the City for disposition pursuant to the TIF Act. Notwithstanding anything in this Agreement to the contrary, if all of the Notes held by the Developer in the

Maximum Amount plus Issuance Costs are paid in full, redeemed, satisfied, or cancelled, the City has full discretion on the application of Available Revenues in accordance with the TIF Act, this full discretion shall also apply if the Developer notifies the City that Notes issued in a lower amount are acceptable, as described in **Subsection 7.2.2** of this Agreement.

7.3 Certification of Base for PILOTs and EATs. Within 60 calendar days after the adoption of any Approving Ordinance for any portion of RPA-1, Developer shall provide to the City or its authorized representative any documents the Developer may reasonably obtain or in the Developer's possession necessary for the City or County Assessor to calculate the base for PILOTs and EATs for such portion of RPA-1, including, but not limited to: (i) the address and locator number of all parcels of real property located within the portion of RPA-1 subject to such Approving Ordinance as of January 1 of the year of adoption of such Approving Ordinance; and (ii) information related to payment of economic activity taxes, including utility taxes, by any businesses, owners or other occupants of the portion of RPA-1 subject to such Approving Ordinance in the calendar year immediately prior to the year in which such Approving Ordinance was adopted. Within 90 calendar days after the adoption of any Approving Ordinance, subject to Force Majeure, the City will provide to the Developer (i) a true, correct and complete copy of the County Assessor's calculation of the total initial equalized assessed valuation of the taxable real property within the portion of RPA-1 subject to such Approving Ordinance based upon the most recently ascertained equalized assessed value of each taxable lot, block, tract, or parcel of real property within the portion of RPA-1 subject to such Approving Ordinance in the year in which such Approving Ordinance was adopted; and (ii) a certification of the amount of revenue from taxes, penalties and interest which are imposed by the City and other taxing districts and which are generated by economic activities within the portion of RPA-1 subject to such Approving Ordinance in the calendar year immediately prior to the year in which such Approving Ordinance was adopted, but excluding those personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, taxes imposed on sales pursuant to Section 67.1712.2 of the Revised Statutes of Missouri, as amended, for the purpose of operating and maintaining a metropolitan park and recreation district, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, taxes imposed on sales under and pursuant to Section 67.700 or 650.399 of the Revised Statutes of Missouri, as amended, for the purpose of emergency communication systems, which are not subject to allocation pursuant to Section 99.845.3 of the TIF Act. The City will notify the Developer in writing, within a reasonable time after adoption of any Approving Ordinance, of any documents or information required by this Section that Developer has not previously provided to the City or its authorized representative and that is not readily available to the City or its authorized representative through other sources.

7.4 Limited Use of Available Revenues. Except as otherwise provided for in **Section 6.9** of this Agreement, the City hereby agrees for the term of this Agreement (so long as any Notes are Outstanding) to apply all Available Revenues, and any taxes, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund under the TIF Act or this Agreement to the repayment of Notes issued under this Agreement as provided in the Obligation Ordinance and this Agreement. The City agrees to direct the officer of the City charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the City Council for each fiscal year that Notes are Outstanding a request for an appropriation of all moneys on deposit in the applicable RPA-1 EATS Sub-Account of the Special Allocation Fund for application to the payment of the principal amount, premium, if any, and interest of the Notes. Except for a request by the Developer to amend the Obligation Ordinance to satisfy the requirements of its Lender, the Developer agrees not to challenge the legality, validity or enforceability of the Obligation Ordinance, the proceedings related thereto, or the structure or general applicability of the Available Revenues set forth herein.

7.5 School District. At such time that a School District's right to apply for, request, make a claim for or receive any School District Capital Costs has expired, monies generated within RPA-1 and relating to the School District Capital Costs and set aside in the Special Allocation Fund for School District Capital Costs will be used to satisfy any Notes held by the Developer.

ARTICLE VIII.
DETERMINATION OF TIF REVENUES

8.1 Cooperation of the Parties. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause TIF Revenues related to RPA-1 to be paid into the Special Allocation Fund, including, but not limited to, the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement, and other information pertinent for payment of the Obligations.

8.2 Further Assistance. To further assist the City in calculating TIF Revenues, Developer or its successor(s) in interest as owner or owner(s) of the affected portion(s) of the Property shall use all reasonable efforts to:

8.2.1 Upon written request of the City, supply or cause to be supplied to the City, copies of monthly invoices received for utility services provided to the Property including, but not limited to electric, natural gas, and telephone services; and

8.2.2 Request any purchaser or transferee of real property and any lessee or other user of real property located within RPA-1 to designate sales subject to sales taxes pursuant to Chapter 144 of the Revised Statutes of Missouri, as amended, to be reported as originating from RPA-1 to the fullest extent permitted by law (including reasonable efforts to negotiate for the inclusion of a clause so providing in the leases of the Property).

Notwithstanding anything to the contrary herein, Developer's inability to supply the above documentation in this Section, despite the Developer's reasonable efforts, will not be a default under this Agreement.

8.3 Obligation to Report TIF Revenues. Any purchaser or transferee of real property located within RPA-1, and any lessee or other user of real property located within RPA-1 required to pay TIF Revenues shall use all reasonable efforts to furnish to the City such documentation as is required by this **Article VIII** and other applicable sections of this Agreement. So long as any Obligations are Outstanding, the Developer shall cause such obligation to be a covenant running with the land by complying with **Section 15.15** of this Agreement, and such obligation shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

ARTICLE IX.
RIGHT TO TERMINATE

9.1 Developer's Right to Terminate. Notwithstanding anything contained in this Agreement to the contrary, including, without limitation, Developer's obligation to commence or complete any Phase of the Redevelopment Project, at any time prior to the delivery of a Certificate of Substantial Completion applicable to a particular Phase, the Developer may, by giving written notice to the City, abandon the Redevelopment Project as to one or all Phases and terminate this Agreement, or portions of this Agreement respecting an abandoned Phase, and the Developer's obligations hereunder as to such abandoned Phase if the Developer determines, in its sole discretion, not to proceed with the Phase designated for abandonment in said notice. Upon such termination, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer for the abandoned Phase designated in the Developer's notice and any Notes issued in connection with the abandoned Phase pursuant to this Agreement shall be deemed null, void and cancelled. In no event shall any Notes be cancelled with respect to any Phase once a Certificate of Substantial Completion has been issued for such Phase. Notwithstanding the giving of a notice of termination, as to any respective Phase, the City's and the Developer's rights and obligations with regard to any then incomplete or completed Phase not covered by such notice of termination shall in all respects otherwise remain in full force and effect, subject to the terms of **Section 9.2** of this Agreement. Upon completion of each Phase, Developer may not abandon the completed Phase nor terminate this Agreement as to that particular completed Phase, and the terms of this Agreement and rights and obligations of the respective parties shall remain in full force and effect as to the completed Phase, subject to the terms of **Section 9.2** of this Agreement.

9.2 City's Right to Terminate. The City may terminate this Agreement as to any or all of the respective Phases if (a) the Developer fails to complete the Mall Demolition or the Initial RPA-1A Public Infrastructure in accordance with **Section 4.2** of this Agreement, (b) the Developer materially breaches any representation or warranty contained in this Agreement, or (c) the Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach as set forth in this Agreement. Upon termination of this Agreement as to any respective Phase for any reason, the City shall have no obligation to issue any additional Obligations with respect to the terminated Phase; provided, however, that upon completion of each Phase, neither the Developer nor the City may terminate this Agreement as to that particular completed Phase and the rights and obligations of the respective parties shall remain in full force and effect as to the completed Phase.

ARTICLE X.
NON-COMPLIANCE; EVENT OF DEFAULT; REMEDIES

10.1 General Non-Compliance. Except as is otherwise specifically addressed herein, in the event of any violation or breach of any covenant, agreement, restriction, or regulations contained in this Agreement or Redevelopment Plan by the Parties or their successors or assigns as the case may be, the non-breaching Party shall give written notice of such violation or breach and the breaching Party shall have 30 calendar days after receipt of such notice to cure such breach; provided, however, that in the event that said breach cannot be cured within 30 calendar days and the breaching Party shall have undertaken the curing of said breach within 30 calendar days and shall continue to diligently pursue the same, then the failure to cure said breach within 30 calendar days shall not be a violation or breach hereof.

10.1.1 In the event any breach or violation remains uncured after the cure period set forth in this Section (an "**Event of Default**"), the breaching Party, for itself and its successors and assigns, agrees that the non-breaching Party has the right and power to institute and prosecute any proceeding at law or in equity to enforce any covenant or agreement contained herein and for damages resulting therefrom; provided, however, that in no event shall the non-breaching Party be entitled to recover punitive or exemplary damages from the breaching Party. The Parties, their successors and assigns, further agree that the other Party shall have the right and power to institute and prosecute proceedings to enjoin the threatened or attempted violation of any covenant, agreement, restriction or regulation contained herein or in the Redevelopment Plan. Such legal proceedings, if against Developer, shall not affect the tax increment financing that may be adopted in connection with this Agreement unless specifically provided for herein. The breaching Party at all times shall have the right to appeal to the courts from any adverse decision so rendered prior to the effectiveness of any termination hereunder.

10.1.2 Notwithstanding any provision in this Agreement to the contrary, the remedies available under this Agreement arising from an Event of Default due to the Developer's failure to substantially complete any Phase in accordance with the terms of this Agreement shall be limited to the following exclusive and noncumulative remedies: the City may declare the Notes issued for any such Phase null, void and cancelled and the Developer shall have no continuing obligation to complete such Phase and no continuing obligation to perform or comply with this Agreement as it relates to such Phase.

10.2 Right to Cure Developer's Default. Lender shall have the same rights as Developer to cure the defaults of Developer under this Agreement. In addition, if Lender reasonably determines that it is necessary to own some or all of the Property in order to cure such default(s) of Developer under this Agreement, the period for Lender to cure such default(s) shall be extended for such period of time as shall reasonably be agreed to in writing between Lender and the City in order for Lender to foreclose on the Property (or any portion thereof) or otherwise acquire title to the Property (or any portion thereof).

10.3 Extensions of Time for Performance. Notwithstanding any provision of this Agreement to the contrary, neither Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of (and for the duration of) any delay caused by Force Majeure; provided, however, that (i) such event of Force Majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and (ii) the Developer notifies the City in writing within 30 days of the commencement of such claimed event of Force Majeure. Developer shall, upon request, provide the City with reasonable evidence substantiating any claim of Force Majeure. Further, in no event will an event of Force Majeure extend the times for performance by more than 36 months from the dates set forth in **Section 4.2** without regard to any extensions of such dates made pursuant to **Section 4.7** with respect to the Mall Demolition and the Initial RPA-1A Public Infrastructure.

ARTICLE XI.
SUCCESSORS AND ASSIGNS

11.1 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

11.2 Assignment or Sale. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Redevelopment Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement applicable to the portion of the Property disposed of), provided that until Substantial Completion of the Work for any Phase, the rights, duties and obligations of the Developer under this Agreement to perform the Work for such Phase shall not be assigned in whole or in part without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned or delayed upon a reasonable demonstration by Developer of the proposed transferee's or assignee's experience and financial capability to undertake and complete such portions of the Work for such Phase and to perform the Developer's obligations under this Agreement with respect to such Phase, all in accordance with this Agreement, and which shall be determined by the City in its reasonable discretion.

Notwithstanding the foregoing, no such notice and approval or consent shall be required with respect to (a) the collateral assignments and pledges provided to Lender in connection with Developer's financing of the Redevelopment Project, (b) the assignment of any Phase or portion of any Phase of this Agreement or the obligations hereunder to any Permitted Assignee, (c) a transfer and/or assignment to a transferee and/or assignee which satisfies the criteria set forth in (c)(i) and (c)(ii) hereto, as evidenced by a certification from Developer to City delivered prior to the date of the proposed transfer and/or assignment, together with reasonable supporting documentation (all as determined by the City in its reasonable discretion): (i) such transferee, assignee, or its affiliated entity is any one of the following: (X) an entity with a net worth of at least $50,000,000 on the date of the proposed transfer and/or assignment, or (Y) an entity which has obtained commitments for financing and/or equity investments for development of the applicable Phase in an amount equal to the total estimated cost to complete the applicable Phase, and (ii) such transferee, assignee, or its affiliated entity has completed developments in the United States of America, which contain a mix of office, retail, and residential uses and which contain at least 1,000,000 total square feet in the aggregate, (d) the transfer of any Property within a Phase after Substantial Completion of the Work for such Phase, or (e) the transfer, sale, or lease of the Property in the ordinary course of business if Developer's rights under this Agreement are not being assigned; provided, however, that for any assignment under (a) or (b) above, the Developer shall remain liable for the Substantial Completion of such Phase or portion thereof unless the City has given its prior written approval after demonstration of the Permitted Assignee's ability to complete such Phase or portion thereof as set forth above, which approval shall not be unreasonably withheld, conditioned or delayed.

11.3 Assignment or Sale to Exempt Organization. Prior to any sale, transfer, or other disposition of all or any portion of the Property or any interest therein to an entity or organization exempt from payment of ad valorem property taxes, such organization shall be required to agree not to apply for an exemption from payment of such property taxes for a period ending on the earlier of the date that all Obligations are paid in full or twenty-three (23) years from the date that the applicable Approving Ordinance was adopted by the City. The Developer shall make this requirement a covenant running with the land, enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement.

11.4 Notice to City of Transfer. Developer agrees to notify the City in writing of any sale, transfer, or other disposition of the Property or any interest therein as permitted by **Article XI** of this Agreement semi-annually (by June 30 and December 31 of each calendar year). Said notice shall specify the name and address of the person so acquiring any or all of the Property or any interest therein and shall identify the Property to be sold, transferred, or otherwise disposed, whether by voluntary transfer or otherwise. Notwithstanding the foregoing, no such notice shall be required with respect to the deed of trust and collateral assignments and pledges provided to Lender in connection with Developer's initial financing of the Redevelopment Project.

ARTICLE XII.
RELEASE AND INDEMNIFICATION

12.1 Release and Indemnification. The indemnifications and covenants contained in this **Article XII** as set forth below shall survive termination or expiration of this Agreement and shall be binding obligations of Developer.

12.2 No Liability. Notwithstanding anything herein to the contrary, the City, and its governing body members, officials, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that all or any part of the TIF Act, or any ordinance (including, but not limited to, the Approving Ordinances and the Obligation Ordinance) adopted in connection with either the TIF Act, this Agreement, or the Redevelopment Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

12.3 Actions Contesting the Validity and Enforceability of the Redevelopment Plan. During such time as Developer is the owner of Obligations, if a third party brings an action against the City, the Developer, or the City's or Developer's respective officials, officers, agents, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Project, the Redevelopment Plan, the Obligations, or the ordinance approving this Agreement, Developer may, at its option, assume the defense of such claim or action with counsel of Developer's choosing, but Developer may not settle or compromise any claim or action for which Developer has assumed the defense without the prior written approval of the City, such approval not to be unreasonably withheld, conditioned or delayed. If the City does not approve a settlement or compromise to which Developer would agree to, Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action or for any judgments or settlements in excess of the proposed settlement or compromise not approved by City. The Parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and Developer in any such proceeding; provided, Developer and its counsel shall consult with the City throughout the course of any such action and Developer shall pay all reasonable and necessary fees, expenses, and costs incurred by the City in connection with such action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the applicable Special Allocation Fund, subject to this Agreement.

12.4 Release.

12.4.1 Developer releases from and covenants and agrees that the City and its governing body members, officials, officers, agents, servants, employees and independent contractors shall not be liable for, and agrees to indemnify defend and hold harmless the City and its governing body members, officials, officers, agents, servants, employees and independent contractors against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Property or construction of the Redevelopment Project, including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorneys' fees, expenses, and costs except for those matters arising out of the gross negligence or willful misconduct of the City's governing body members, officials, officers, agents, servants, employees and independent contractors.

12.4.2 The City's governing body members, officials, officers, agents, servants, employees and independent contractors shall not be liable for any damage or injury to the persons or property of Developer, or their officers, agents, servants or employees or any other person who may be about the Property or the Redevelopment Project except for matters arising out of the gross negligence or willful misconduct of the City's governing body members, officials, officers, agents, servants, employees and independent contractors.

12.4.3 All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officials, officers, agents, servants or employees in their individual capacities. All covenants, stipulations, promises, agreements, and obligations of the Developer contained herein will be deemed to be the covenants, stipulations, promises, agreements, and obligations of the Developer, and not of the Developer's employees, officers, managers, members, agents, or servants in their individual capacities.

12.4.4 No official, officer, employee or representative of the City shall be personally liable to Developer: (1) in the event of a default or breach by any Party under this Agreement, or (2) for any amount or any Obligations which may become due to any Party under the terms of this Agreement. No employee, officer, manager or member of Developer will be personally liable to the City: (i) in the event of a default or breach by any Party under this Agreement, or (ii) for any amount or any Obligations which may become due to any Party under the terms of this Agreement.

12.4.5 Developer releases from and covenants and agrees that the City's governing body members, officials, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify, defend and hold the City, and its governing body members, officers, employees, agents and independent contractors, harmless from and against any and all suits, interest, claims and cost of attorneys' fees, expenses, and costs incurred by any of them, resulting from, arising out of, or in any way connected with: (1) any condemnation proceeding initiated by the City at Developer's request pursuant to this Agreement; (2) the construction of the Work, (3) the negligence or willful misconduct of the Developer and its employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the Redevelopment Project, and (4) non-compliance with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, including, but not limited to, any such condition that existed prior to the acquisition of the Property by Developer; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the gross negligence or willful misconduct of the City or its authorized governing body members, officers, employees, agents and independent contractors or which arises out of matters undertaken by the City following termination of this Agreement.

ARTICLE XIII.
MAINTENANCE OBLIGATIONS

13.1 Maintenance of the Property. The Developer shall remain in compliance with all provisions of the City's ordinances relating to maintenance and appearance of the Property during the construction of each Phase of the Redevelopment Project. Upon Substantial Completion of each Phase of the Redevelopment Project and so long as any Obligations with respect to such

Phase are Outstanding, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Property, shall, during the remainder of the term of this Agreement (but subject to any delay caused by an event of Force Majeure), maintain or cause to be maintained the buildings and improvements within RPA-1 which it owns in a good state of repair and attractiveness and in conformity with applicable State and local laws, ordinances and regulations. If there are separately-owned or ground leased parcels of real estate on the Property during the term of this Agreement, each owner or lessee as a successor in interest to the Developer shall maintain or cause to be maintained the buildings and improvements on its parcel in a good state of repair and attractiveness and in conformity with applicable State and local laws, ordinances and regulations.

13.2 Maintenance of Public Improvements. Upon the establishment of a Special District, Developer shall convey to the City, and the City will accept from the Developer, the Public Improvements within RPA-1 and that Special District; after the City accepts such dedication, the Public Improvements therein shall be maintained from the funds generated by that Special District only.

ARTICLE XIV.
NOTICE

14.1 Notice. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other or to Developer shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally:

In the case of the Developer to:

TSG Downtown Chesterfield Redevelopment, LLC
2127 Innerbelt Business Center Drive, Suite 200
St. Louis, Missouri 63114
Attention: Michael Staenberg
Phone: (314) 513-0025
Email: mstaenberg@tsgproperties.com

With a copy to:

TSG Downtown Chesterfield Redevelopment, LLC
2127 Innerbelt Business Center Drive, Suite 200
St. Louis, Missouri 63114
Attention: General Counsel
Phone: (314) 513-0017
Email: sheitland@tsgproperties.com

With a copy to:

Doster Nations Ullom & Boyle, LLC
16150 Main Circle Drive, Suite 250
Chesterfield, Missouri 63017
Attention: John M. Nations
Phone: (636) 532-0042
Email: jnations@dubllc.com

In the case of the City to:

City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attention: City Administrator
Phone: (636) 537-4711
Email: cityadministrator@chesterfield.mo.us

With a copy to:

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
Attention: Robert D. Klahr
Phone: (314) 552-6683
Email: rklahr@atllp.com

With a copy to:

The Graville Law Firm, LLC
13354 Manchester Road, Suite 210
Des Peres, Missouri 63131
Attention: Chris Graville
Phone: (636) 778-9810
cbg@gravillelaw.com

or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section. Notice shall be deemed given and received as of the date of personal delivery, overnight delivery or confirmed facsimile, or as of the first day immediately following the date of receipt marked on the return card for registered or certified mail.

ARTICLE XV.
GENERAL PROVISIONS

15.1 Inspection. The City may conduct such periodic inspections of the Work and Redevelopment Project as may be generally provided in the building code of the City. In addition, Developer shall allow other authorized representatives of the City access to the Work and Redevelopment Project site from time to time upon reasonable advance notice prior to the completion of the Work and Redevelopment Project for reasonable inspection thereof. Developer shall also allow the City and their respective employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work and Redevelopment Project as the City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

15.2 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the Parties in, and governed by, the laws of State for all purposes and intents.

15.3 Entire Agreement; Amendment. The Parties agree that this Agreement constitutes the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. The terms, conditions and provisions of this Agreement cannot be amended, modified or eliminated except by mutual agreement between Developer and the City, and their respective successors and assigns in a writing signed and executed by all Parties setting forth the terms of any such amendment or modification, and provided further, that any amendment in conflict with any provision of the Redevelopment Plan shall require the written approval of the City.

15.4 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

15.5 Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

15.6 Representatives Not Personally Liable. No elected or appointed official, officer, agent, employee or representative of the City shall be personally liable to Developer in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

15.7 Nondiscrimination. Developer agrees that, as an independent covenant running with the land forever, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control on the Property or any portion thereof and said covenant may be enforced by the City or the United States of America or any of their respective agencies. Developer further agrees that it shall cause a provision containing the covenants in this Section shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Property.

15.8 Hazardous Substances. Developer agrees that it will comply or cause compliance with all laws, orders and regulations of any governmental authority regarding Hazardous Materials (as defined in this Section), which are applicable to its use of RPA-1. "**Hazardous Materials**" include Hazardous Materials and Substances as defined by 42 USC section 9601, et seq. including any amendments thereto (CERCLA) any Hazardous Chemical as defined in 24 CFR 1910.1450, any substance, waste or other material considered hazardous, dangerous, or toxic under any of the laws, orders and regulations of any governmental authority relating to Hazardous Materials.

15.9 Compliance with Affirmative Action, Equal Opportunity and Non-Discrimination Laws and Regulations. In any contract in connection with the Work, Developer (which term shall include any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity which is a related entity to such entities), its contractors and subcontractors shall comply with all federal and state laws, ordinances or regulations governing equal opportunity and nondiscrimination.

15.10 Employment of City Officials, Officers, or Employees. In the acquisition, leasing, construction, rehabilitation and/or operation of the Work or the Redevelopment Project, Developer shall not knowingly employ or contract with any person who is a member of the governing body of the City, or is employed by the City in an administrative capacity, by which is meant those who have selection, hiring or supervisory or operational responsibility for the work to be performed pursuant to this Agreement.

15.11 Cooperation. The Parties to this Agreement agree to cooperate with the other Party in carrying out the Redevelopment Plan as the same applies to the Property, the Work, and the Redevelopment Project, with due diligence and will perform each and every act required of it under this Agreement.

15.12 Personal Liability. No official, officer, or employee of the City, or of the Developer shall be personally liable to the other Party or any successor in interest or assign of the other Party, in the event to any default or breach by such party or successor or assign on any obligation under the terms of this Agreement.

15.13 Enforcement of Agreement. The Parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the Parties shall be entitled to obtain an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof.

15.14 Anti-Discrimination Against Israel. In accordance with Section 34.600 of the Revised Statutes of Missouri, as amended (the "**Anti-Discrimination Against Israel Act**"), the Developer certifies and agrees that, as to itself and not to any other party hereto, to the extent the Anti-Discrimination Against Israel Act is applicable to this Agreement, it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel or persons or entities doing business with the State of Israel, in all respects within the meaning of the Anti-Discrimination Against Israel Act. This certification shall not be deemed an admission or agreement that the Anti-Discrimination Against Israel Act is applicable to this Agreement, but the foregoing certification is provided if the Anti-Discrimination Against Israel Act is applicable. If the Anti-Discrimination Against Israel Act is initially deemed or treated as applicable to this Agreement, but is subsequently determined not to apply to this Agreement for any reason, including the repeal or amendment of the Anti-Discrimination Against Israel Act, then the foregoing certification shall cease to be effective.

15.15 Recording of Agreement. Developer shall, within 15 calendar days of the execution of this Agreement, submit to the St. Louis County Recorder of Deeds' Office an original of this Agreement for recording, and the agreements and covenants contained herein shall be covenants running with the land.

15.16 Traffic Generation Assessment Reimbursement. The Developer shall acquire all rights of way and incur all costs associated with the design and construction of the Work and the Redevelopment Project. The City hereby acknowledges and agrees that, to the extent that the Developer undertakes the Work, the Public Improvements will be constructed in an area in which traffic generation assessments may be levied for the benefit of the Chesterfield Traffic Generation Assessment Trust Fund, the net proceeds of which traffic generation assessment shall be used to reimburse the Developer for the costs of such portion of the Work.

ARTICLE XVI.
REPRESENTATIONS OF THE PARTIES

16.1 Representations of Developer. The Developer hereby represents and warrants it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms. Except for a request to amend the Redevelopment Plan as may be necessary to comply with the provisions of this Agreement, the Developer agrees not to challenge the legality, validity or enforceability of the Redevelopment Plan or the proceedings related thereto.

16.2 Representations of City. The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including without limitation the right, power and authority to issue and sell the Obligations upon adoption by the City Council of the applicable Approving Ordinance and Obligation Ordinance, and all of the foregoing have been or will be, upon adoption of Applicable Approving Ordinance and Obligation Ordinance, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

ARTICLE XVII.
SPECIAL DISTRICT

17.1 Special District.

(a) The Developer hereby covenants and agrees to take all actions necessary to assist in the establishment of a Special District for all of the Property comprising RPA-1 (except for the Unowned Property) and the implementation of the funding mechanism for the Special District, as described in this **Article XVII**, all in accordance with the Special District Act. The aforementioned shall include, but is not limited to, petitioning the City for the establishment of the Special District that includes all of the real property comprising RPA-1 (except for the Unowned Property), in accordance with the Special District Act, and voting in favor of the funding mechanism for the Special District. In accordance with this Section, the Developer shall submit a petition to the City no later than 60 calendar days from the date that Developer furnishes its first

Notice of Commencement of Construction relating to RPA-1, requesting the establishment of the initial Special District (the **"Special District Petition"**). Notwithstanding anything in this Agreement to the contrary, the Developer's failure to submit the Special District Petition to the City as set forth in this Section by no later than 60 calendar days from the date that Developer furnishes its first Notice of Commencement of Construction relating to RPA-1, will constitute an Event of Default and will allow the City to terminate this Agreement in accordance with **Section 9.2** of this Agreement; provided, however, that the Developer shall have the right to cure such Event of Default within 20 calendar days of receiving written notice from the City of such Event of Default. If the Developer acquires all or a portion of the Unowned Property, the Developer shall take all actions necessary to assist in either (i) the expansion of the boundaries of the Special District to include the portion of the Unowned Property, or (ii) the establishment of a new Special District comprising of the portion of the Unowned Property, all of which to be subject to the terms of and in accordance with this **Article XVII**.

(b) Any Special District advisory board or commission, shall consist of seven members who shall be selected by the City, and consented to by the governing body of the City. Two of the seven members of a Special District advisory board or commission shall be designees of the Developer, the remaining five members shall be designees of the City.

(c) The Special District Petition shall comply with the requirements of the Special District Act and include, among other things, (a) description of the boundaries of the Special District as set forth in **Section 17.1(a)** of this Agreement, (b) request that the Special District impose as its funding mechanism a tax upon the owners of real property within the Special District in an amount not to exceed eighty-five cents on the one-hundred-dollar assessed valuation, and (c) include the proposed uses to which the Special District Revenues may be put which shall include all qualified and allowable expenditures allowed under the Special District Act including, but not limited to:

(i) maintenance, repair, and replacement of streets, street lighting, bike paths, and pedestrian pathways;

(ii) maintenance, repair, and replacement of landscaped center medians within City accepted streets, including irrigation (to the extent they are separable from systems serving other areas not to be maintained by the City);

(iii) security;

(iv) legal, insurance, administration, and financial oversight; and

(v) all other qualified and allowable expenditures of any other special district located within the City, established in accordance with the Special District Act.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Developer and City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

"CITY":

CITY OF CHESTERFIELD, MISSOURI

By:___________________________________
Dan Hurt, Mayor

ATTEST:

____
City Clerk

"DEVELOPER":

TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC

By:___________________________________
Michael Staenberg, Manager

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

On this _____ day of ______________________, 2025, before me appeared Dan Hurt, to me personally known, who, being by me duly sworn, did say that said individual is the Mayor of the CITY OF CHESTERFIELD, MISSOURI, an incorporated political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said individual acknowledged said instrument to be the free act and deed of said City.

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

____
Notary Public

Printed Name:________________________

(SEAL)

My Commission Expires:

____

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

On this _____ day of ______________________, 2025, before me appeared Michael Staenberg, to me personally known, who, being by me duly sworn, did say that said individual is the Manager of TSG Downtown Chesterfield Redevelopment, LLC, a Missouri limited liability company, and that such Manager is authorized to sign the instrument on behalf of said entity, and acknowledged to me that such Manager executed the within instrument as said entity's free act and deed.

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

____
Notary Public

Printed Name:________________________

(SEAL)

My Commission Expires:

____

EXHIBIT A – Notice of Commencement of Construction

FORM OF NOTICE OF COMMENCEMENT OF CONSTRUCTION OF WORK RELATED TO THE [PHASE]

The undersigned, being a duly authorized officer of TSG Downtown Chesterfield Redevelopment, LLC (the "**Developer**"), delivers this notice to the City of Chesterfield, Missouri (the "**City**") in connection with the Amended and Restated Redevelopment Agreement for RPA-1 dated as of _____________, 2025 (the "**Agreement**") by and between the City and the Developer. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The undersigned hereby certifies as to the following:

1. All property within RPA-1 necessary for the Work relating to the [Phase] has been acquired by Developer or a related entity in accordance with the Agreement.

2. An agreement with a contractor or contractors to complete [insert portion] of the Work relating to the [Phase] has been entered into.

3. All necessary financing to complete the Work relating to the [Phase] is available.

4. This Notice of Commencement of Construction is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to commencement of construction of the Work relating to the [Phase].

Executed by the Developer this _____ day of [__________________].

TSG DOWNTOWN CHESTERFIELD
REDEVELOPMENT, LLC

By:_________________________________
Name:_______________________________
Title:________________________________

<u>EXHIBIT B</u> – Certificate of Reimbursable Redevelopment Project Costs

FORM OF CERTIFICATE OF
REIMBURSABLE REDEVELOPMENT PROJECT COSTS

TO: City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attention: City Administrator

Re: City of Chesterfield, Missouri, Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project

RPA-1[_] Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Amended and Restated Redevelopment Agreement for RPA-1 dated as of **_____________**, 2025 (the "**Agreement**"), by and between the City of Chesterfield, Missouri and TSG Downtown Chesterfield Redevelopment, LLC, a Missouri limited liability company (the "**Developer**"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the RPA-1[_] Project, and attached hereto are itemized invoices, receipts or other information evidencing such costs.

2. These Reimbursable Redevelopment Project Costs have been incurred or paid and are reimbursable under the applicable Approving Ordinance and the Agreement.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Obligation Ordinance, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.

6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Redevelopment Plan and the Agreement.

7. If any cost item to be reimbursed under this Certificate of Reimbursable Redevelopment Project Costs is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

8. The costs to be reimbursed under this Certificate of Reimbursable Redevelopment Project Costs constitute advances qualified for tax-exempt Obligations:

Yes: ________ No:________

9. Attached to this Certificate of Reimbursable Redevelopment Project Costs is an affidavit verifying compliance with a federal work authorization program pursuant to Section 285.530 of the Revised Statutes of Missouri, as amended.

10. The Developer is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

Dated this _____ day of ____________, 20__.

TSG DOWNTOWN CHESTERFIELD
REDEVELOPMENT, LLC

By:_________________________________
Name:_______________________________
Title:_______________________________

Approved for Payment this _____ day of ____________, 20__.

CITY OF CHESTERFIELD, MISSOURI

By:_________________________________
Name:_______________________________
Title:_______________________________

SCHEDULE 1

The Developer has incurred the following Reimbursable Redevelopment Project Costs:

Payee:	Amount:	Description of Reimbursable Redevelopment Project Costs:

<u>EXHIBIT C</u> – Certificate of Substantial Completion

**CERTIFICATE OF SUBSTANTIAL COMPLETION
OF [PHASE] DELIVERED BY
TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC**

The undersigned, TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC, a Missouri limited liability company (the "**Developer**"), pursuant to that certain Amended and Restated Redevelopment Agreement for RPA-1 dated as of ____________________, 2025 (the "**Agreement**"), by and between the City of Chesterfield, Missouri (the "**City**"), and the Developer, hereby certifies to the City as follows:

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

1. That as of __________________, the construction of the [Phase] has reached Substantial Completion in accordance with the Agreement.

2. That the Work has been performed in a workmanlike manner and lien waivers for applicable portions of the Work have been obtained.

3. This Certificate of Substantial Completion ("**Certificate**") is accompanied by the project engineer's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein, certifying that such Work has been substantially completed in accordance with the Agreement.

4. This Certificate is being issued by the Developer to the City in accordance with the Agreement to evidence satisfaction of all obligations and covenants with respect to the Work for the [Phase].

5. The City's acceptance below or the City's failure to object in writing to this Certificate within 50 days of the City's receipt of this Certificate (which written objection, if any, must be delivered to the Developer prior to the end of such 50-day period).

6. This Certificate may be recorded in the office of the St. Louis County Recorder of Deeds, and such recordation shall evidence the satisfaction of the Developer's agreements and covenants to construct the [Phase] with respect to which this Certificate relates. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

7. Attached to this Certificate is an affidavit verifying compliance with a federal work authorization program pursuant to Section 285.530 of the Revised Statutes of Missouri, as amended.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _______ day of ____________, 20[__].

TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC

By:_________________________________
Name:_______________________________
Title:_______________________________

ACCEPTED:

CITY OF CHESTERFIELD, MISSOURI

By:_________________________________
Name:_______________________________
Title:_______________________________

[Insert Notary Blocks]

Appendix A

Engineer's AIA Certificate of Substantial Completion

(Attached hereto.)

EXHIBIT D-1

Legal Description of the Redevelopment Area
[TO BE CONFIRMED]

A tract of land being part of U.S. Surveys 123, 415, 2002 and 2031, in Township 45 North, Range 4 East, of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:
Beginning at the western corner of Burkhardt Place as dedicated by Plat Book 283 Page 37 of the above said county records, also being the southern corner of Burkhardt Place as dedicated by Deed Book 23588 Page 3666 of said county records, being on a curve to the left having a radius of 775.00 feet; thence the following courses and distances along the south and west lines of that part of Burkhardt Place, dedicated by Deed Book 23588 Page 3666: along said curve an arc distance of 342.59 feet, and a chord which bears South 80 degrees 42 minutes 32 seconds West, 339.80 feet, to a point of reverse curve having a radius of 405.00 feet; along said curve an arc distance of 805.88 feet and a chord which bears North 44 degrees 41 minutes 16 seconds West, 679.35 feet to a point of reverse curve having a radius of 925.00 feet; along said curve an arc distance of 845.72 feet and a chord which bears North 13 degrees 54 minutes 00 seconds West, 816.57 feet to a point of reverse curve having a radius of 405.00 feet; and along said curve an arc distance of 346.17 feet and a chord which bears North 15 degrees 35 minutes 22 seconds West, 335.72 feet, thence crossing said Burkhardt Place, South 81 degrees 10 minutes 37 seconds East, 60.00 feet to the east right-of-way of said Burkhardt Place; thence North 07 degrees 22 minutes 28 seconds East, 9.88 feet to the beginning of a curve to the right having a radius of 84.61 feet; along said curve with an arc length of 89.68 feet and a chord which bears North 38 degrees 52 minutes 37 seconds East, 85.54 feet; thence North 67 degrees 50 minutes 19 seconds East, 2.34 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 24.21 feet and a chord which bears North 75 degrees 08 minutes 22 seconds East, 24.14 feet to its intersection with the south right-of-way line of Wildhorse Creek Road, variable width; said point also being the beginning of a curve to the left having a radius of 996.00 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 493.99 feet and a chord which bears North 86 degrees 48 minutes 46 seconds East, 488.94 feet; North 78 degrees 50 minutes 50 seconds East, 52.73 feet to the beginning of a curve to the right having a radius of 907.00 feet; along said curve with an length of 93.30 and a chord which bears North 71 degrees 21 minutes 25 seconds East, 93.26 feet to the west line of Parkview Terrace, thence crossing said road along last said curve with an arc length of 320.45 feet and a chord which bears North 84 degrees 25 minutes 32 seconds East, 318.79 feet; North 04 degrees 32 minutes 49 seconds East, 11.26 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 9.03 feet and a chord which bears South 89 degrees 53 minutes 38 seconds East, 9.03 feet continuing along said curve to the right having a radius of 919.00 feet with an arc length of 404.27 feet and a chord which bears South 72 degrees 17 minutes 22 seconds East, 401.02 feet; thence crossing said Wildhorse Creek Road, North 30 degrees 18 minutes 46 seconds East, 72.12 feet to the north right-of-way line of said Wild Horse Creek Road, said point also being located on the centerline of that part of Chesterfield Airport Road (f.k.a. Olive Street Road) as vacated by instrument recorded in Book 23423, Page 89 of above said records; thence along said centerline the following courses and distances: North 44 degrees 11 minutes 10 seconds West, 279.36 feet; said point also being located on the southern line of Adjusted Lot A of Wildhorse as recorded in Plat Book 367, Page 100; thence along the southern and western lines of said Adjusted

Lot A, the following courses and distances: North 44 degrees 11 minutes 10 seconds West, 279.36 feet; North 06 degrees 41 minutes 28 seconds East, 640.42 feet and North 47 degrees 58 minutes 33 seconds East, 36.14 feet to the southwestern right-of-way line of Interstate Route 64, variable width; thence along said right-of-way line the following courses and distances: South 42 degrees 02 minutes 08 seconds East, 197.77 feet to the beginning of a curve to the right having a radius of 11157.00 feet; along said curve with an arc length of 709.33 feet and a chord which bears South 40 degrees 13 minutes 10 seconds East, 709.21 feet; North 77 degrees 10 minutes 33 seconds East, 0.27 feet to the beginning of a non-tangential curve to the right having a radius of 5664.58 feet; along said curve with an arc length of 38.40 feet and a chord which bears South 34 degrees 40 minutes 44 seconds East, 38.40 feet; South 24 degrees 24 minutes 24 seconds East, 125.81 feet; South 14 degrees 29 minutes 30 seconds West, 134.14 feet; South 03 degrees 21 minutes 32 seconds East, 145.49 feet South 40 degrees 19 minutes 34 seconds West, 105.00 feet and South 87 degrees 48 minutes 56 seconds West, 81.05 feet thence crossing said Wild Horse Creek Road, South 40 degrees 25 minutes 28 seconds West, 92.67 feet to the south right-of-way line of said road; thence along said right-of-way line the following , South 40 degrees 25 minutes 28 seconds West, 7.17 feet; South 49 degrees 40 minutes 30 seconds East, 112.49 feet to the beginning of a curve to the left having a radius of 1,959.56 feet; along said curve with an arc length of 300.82 feet and a chord which bears South 54 degrees 04 minutes 45 seconds East, 300.52 feet South 58 degrees 25 minutes 45 seconds East, 164.17 feet to the beginning of a curve to the left having a radius of 1,959.56 feet; along said curve with an arc length of 84.52 feet and a chord which bears South 59 degrees 40 minutes 44 seconds East, 84.52 feet and South 17 degrees 50 minutes 47 seconds East, 135.74 feet to the west right-of-way line of Chesterfield Parkway West, variable width; thence crossing said Chesterfield Parkway West, South 60 degrees 32 minutes 41 seconds East, 73.31 feet to the east right-of-way line of said of Chesterfield Parkway West; thence along said east right-of-way line North 71 degrees 17 minutes 55 seconds East, 135.85 feet to its intersection with the southern right-of-way line of Interstate Route 64, variable width; thence along said right-of-way line the following course and distances: South 69 degrees 05 minutes 52 seconds East, 32.21 feet; South 59 degrees 27 minutes 48 seconds East, 217.63 feet; South 33 degrees 54 minutes 58 seconds East, 563.21 feet; South 55 degrees 50 minutes 01 second West, 15.03 feet to the beginning of a curve to the left having a radius of 2,929.93 feet; along said curve with an arc length of 20.37 feet and a chord which bears South 34 degrees 40 minutes 47 seconds East, 20.37 feet; North 55 degrees 44 minutes 16 seconds East, 14.92 feet to the beginning of a curve to the left having a radius of 2,914.93 feet along said curve with an arc length of 539.15 feet and a chord which bears South 38 degrees 51 minutes 56 seconds East, 538.38 feet; South 44 degrees 50 minutes 03 seconds West, 10.00 feet to the beginning of a curve to the left having a radius of 2,924.93 feet; along said curve with an arc length of 297.79 feet and a chord which bears South 48 degrees 04 minutes 57 seconds East 297.66 feet; South 33 degrees 46 minutes 27 seconds East, 104.87 feet; South 49 degrees 20 minutes 14 seconds East, 99.00 feet; South 58 degrees 35 minutes 13 seconds East, 15.00 feet; North 10 degrees 39 minutes 06 seconds East, 54.56 feet to the beginning of a non-tangential curve to the left having a radius of 2,914.93 feet; along said curve with an arc length of 54.29 feet and a chord which bears South 55 degrees 13 minutes 54 seconds East, 54.29 feet; South 37 degrees 50 minutes 04 seconds East, 51.79 feet; South 57 degrees 08 minutes 21 seconds East, 104.82 feet; South 57 degrees 06 minutes 50 seconds East, 362.80 feet and South 42 degrees 53 minutes 17 seconds East, 8.16 feet to its intersection with the western right-of-way of East Chesterfield Center as vacated by Book 8872, Page 2431, said point also being located on a non-tangential curve to the right having a radius of 61.00 feet; thence along the said western right-of-way line the following courses and distances: along said curve with an arc length of 31.10 feet and a chord which bears South 13 degrees 32 minutes 29 seconds West, 30.76 feet; South 28 degrees 09 minutes 05 seconds West, 126.11 feet; South 29 degrees 49 minutes 21 seconds West, 56.32 feet to the beginning of a curve to the left having a radius of 311.50 feet; along said curve with an arc length of 225.89 feet and a chord which bears South 09 degrees 22 minutes 11 seconds West, 220.97 feet; South 11 degrees 24 minutes 16 seconds East, 157.91 feet to the beginning of a curve to the right having a radius of 250.00 feet; along said curve with an arc length of 104.44 feet ana a chord which bears South 00 degrees 33 minutes 49 seconds West, 103.68 feet and South 12 degrees 36 minutes 11 seconds West, 43.83 feet; thence crossing said Chesterfield Center and along the south line of a tract of land as conveyed to Hp Chesterfield LLC by instrument recorded in Book 20786, Page 615 of above said records; an a curve to the left having a radius of 473.00 feet, an arc length of 208.18 feet and a chord which bears South 87 degrees 54 minutes 27 seconds East, 203.50 feet; to the western right-of-way line of Clarkson Road, variable width thence along said right-of-way line the following courses and distances: South 39 degrees 55 minutes 19 seconds West, 21.05 feet; South 34 degrees 26 minutes 44 seconds West, 108.95 feet; South 34 degrees 26 minutes 46 seconds West, 386.00 feet; South 23 degrees 32 minutes 25 seconds West, 181.58 feet; South 31 degrees 7 minutes 33 seconds West, 828.33 feet and South 85 degrees 40 minutes 34 seconds West, 26.89 feet to its intersection with the north right-of-way line of West Chesterfield Parkway, said point also being located on a curve to the left having a radius of 1,060.17 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 334.12 feet and a chord which bears North 73 degrees 50 minutes 32 seconds West, 332.74 feet; North 82 degrees 52 minutes 15 seconds West, 63.94 feet and South 86 degrees 44 minutes 25 seconds West, 35.95 feet to the southeastern corner of Lot C108 of above said Chesterfield Village Area "A" Phase One Plat One; thence along the eastern line of said Lot C108, North 02 degrees 24 minutes 16 seconds East, 153.50 feet to the northeastern corner of thereof; thence along the northern and east lines of Lots C108, and Lot 1 of the Chesterfield Village Area "A" Phase One Plat One Lots C109 and C208 Lot Consolidation Plat, a subdivision according to the plat thereof as recorded in Plat Book 367, Page 521 of above said records, the following: North 52 degrees 55 minutes 44 seconds West, 837.00 feet; North 18 degrees 15 minutes 44 seconds West, 305.01 feet; North 64 degrees 15 minutes 19 seconds West, 41.67 feet to the beginning of a curve to the left having a radius of 432.37 feet; along said curve with an arc length of 106.59 feet and a chord which bears South 60 degrees 41 minutes 27 seconds West, 106.62 feet to the beginning of a curve to the left having a radius of 338.26 feet an arc length of 254.23 feet and a chord which bears 73 degrees 45 minutes 20 seconds West, 248.28 feet and North 84 degrees 41 minutes 22 seconds West, 14.47 feet to the eastern right-of-way line of said West Chesterfield Parkway, said point also being located on a curve to the right having a radius of 763.50 feet; thence along said curve with an arc length of 37.52 feet and a chord which bears North 03 degrees 53 minutes 50 seconds East, 37.51 feet and North 06 degrees 42 minutes 12 seconds East, 37.51 feet to the southwest corner of Lot C110 of Chesterfield Village Area A Phase 1 Plat 2 according to the plat thereof as recorded in Plat Book 166, Page 84 of above said records, said point also being the beginning of a curve to the right having a radius of 763.50 feet; along said right-of-way and said curve with an arc length of 3.77 feet and a chord which bears North 08 degrees 29 minutes 03 seconds East, 3.77 feet to the intersection of the prolongation of the north right-of-way line of Lydia Hill Drive, variable width; thence along said prolongation line and the north right-of-way line of Lydia Hill Drive, North 89 degrees 23 minutes 30 seconds West, 614.31 feet to is intersection with the east right-of-way line of Veterans Place, 50 feet wide; thence along said right-of way line and its direct northeasterly prolongation, North 00 degrees 40 minutes 13 seconds East, 1,181.10 feet; thence departing said prolongation line, South 89 degrees 19 minutes 47 seconds East, 27.80 feet to the northeast corner of Main Circle Drive, variable width, said point also being located on a curve to the left having a radius of 20.00 feet; thence along said right-of-way line the following courses and distances: along last said curve with an arc length of 33.62 feet and a chord which bears South 16 degrees 55 minutes 20 seconds East, 29.80 feet; South 65 degrees 04 minutes 46 seconds East, 69.98 feet to the beginning of a curve to the left having a radius of 126.00 feet, an arc length of 29.36 feet an a chord which bears South 74 degrees 45 minutes 24 seconds East, 29.29 feet; South 78 degrees 25 minutes 56 seconds East, 158.93 feet to the beginning of a curve to the right having a radius of 184.00 feet, an arc length of 231.87 feet and a chord which bears South 42 degrees 19 minutes 54 seconds West. 216.83 feet to the southwestern corner of Lot 9 of Downtown Chesterfield - Plat One a subdivision according to the plat thereof as recorded in Plat Book 357, Page 185 of the above said records; thence long the southern line of Lot 9 and Lot 8 of Downtown Chesterfield - Plat One, South 79 degrees 56 minutes 27 seconds East, 277.79 feet to the southeastern corner of said Lot 8, said point also being located on the western right-of-way line of above said West Chesterfield Parkway; thence along said right-of-way line the following course and distances: North 10 degrees 04 minutes 06 seconds East, 219.45 feet; South 10 degrees 03 minutes 12 seconds West, 22.45 feet; North 10 degrees 03 minutes 12 seconds East, 22.45 feet; North 35 degrees 08 minutes 35 seconds West, 35.20 feet; North 80 degrees 08 minutes 45 seconds West, 15.00 feet and North 10 degrees 01 minute 02 seconds East, 3.50 feet; to the south right of way line of above said Burkhardt Place, said point also being on the beginning of a curve to the right having a radius of 330.23 feet; thence along said right-of-way line and its extension across intersecting streets, the following courses and distances: along said curve to the right an arc distance of 281.12 feet and a chord which bears North 55 degrees 46 minutes 38 seconds West, 272.71 feet; North 31 degrees 26 minutes 20 seconds West, 472.64 feet to a curve to the left having a radius of 525.00 feet; along said curve an arc distance of 325.17 feet and a chord which bears North 49 degrees 10 minutes 59 seconds West, 320.00 feet to a point of compound curvature having a radius of 775.00 feet; and along said curve with an length of 266.48 feet and a chord which bears North 76 degrees 46 minutes 38 seconds West, 265.17 feet to the POINT OF BEGINNING.

Containing 10,306,562 square feet or 236.606 acres, more or less, Rev. February 16, 2024.

Depiction of Redevelopment Area [TO BE CONFIRMED]

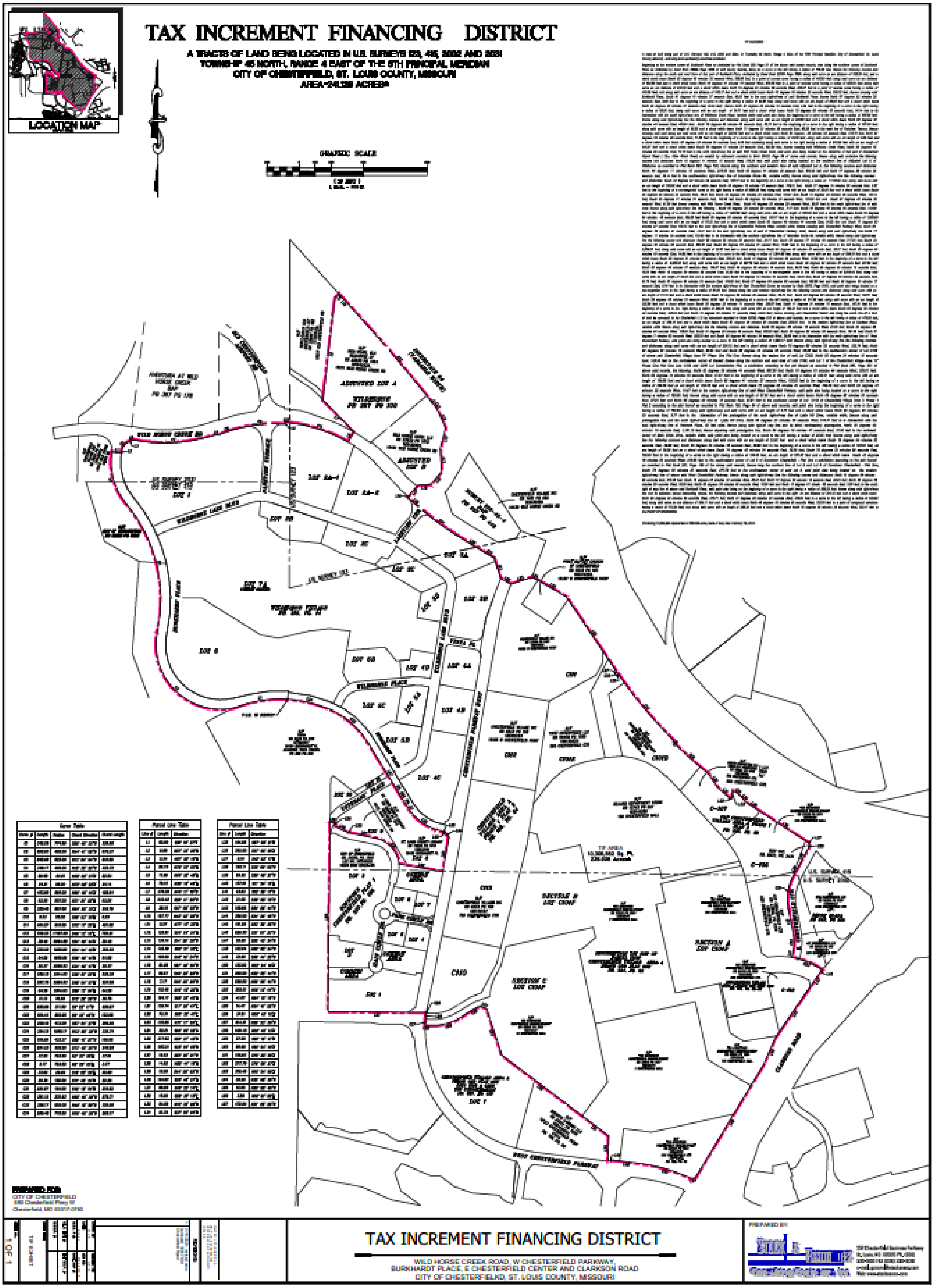


EXHIBIT D-2

Legal Description for RPA-1

Tracts of land being located in U.S. SURVEYS 415 and 2031 Township 45 North, Range 4 East of the Fifth Principal Meridian City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Beginning at the southeastern corner of Lot C-108 of Chesterfield Village A Phase One Plat One, a subdivision according to the plat thereof as recorded in Plat Book 158, Page 96 of the St. Louis County records, said point also being located on the northern right-of-way line of West Chesterfield Parkway, variable width; thence along the eastern line of said lot C-108, North 02 degrees 24 minutes 55 seconds East, 153.50 feet to the northeastern corner thereof, thence along the northeastern lines of said Lot C108 and Lot 1 of the Chesterfield Village Area "A" Phase One Plat One Lots C109 and C208 Lot Consolidation Plat, a subdivision according to the plat thereof as recorded in Plat Book 367, Page 521 of above said records, the following courses and distances: North 52 degrees 55 minutes 05 seconds West, 837.00 feet; North 18 degrees 15 minutes 05 seconds West, 305.01 feet and North 64 degrees 14 minutes 40 seconds West, 41.67 feet to the beginning of a non-tangent curve to the left having a radius of 432.37 feet; thence along said curve with an arc length of 106.89 feet and a chord which bears South 60 degrees 42 minutes 07 seconds West, 106.62 feet to the beginning of a non-tangent curve to the left having a radius of 338.26 feet an arc length of 254.23 feet and a chord which bears South 73 degrees 46 minutes 00 seconds West, 290.42248.28 feet and North 84 degrees 40 minutes 43 seconds West, 14.47 feet to the eastern right-of-way line of West Chesterfield Parkway, 73 feet wide, said point also being located on a curve to the right having a radius of 763.50 feet; thence along said curve with an arc length of 75.03 feet and a chord which bears North 05 degrees 18 minutes 40 seconds East, 75.00 feet to the southwest corner of Lot 3A of the Boundary Adjustment Plat of Chesterfield Village Area A Phase 1 Plat 2 according to the plat thereof as recorded in Plat Book 371, Page 492 of above said records, thence along southern and eastern lines of said Boundary Adjustment Plat the following courses and distances: South 84 degrees 40 minutes 43 seconds East, 14.48 feet to a non-tangent curve to the left having a radius of 262.50 feet, an arc length of 191.02 feet and a chord which bears North 74 degrees 28 minutes 28 seconds East, 186.83 feet; North 53 degrees 37 minutes 39 seconds East, 8.62 feet to the beginning of a non-tangent curve to the right having a radius of 507.82 feet, an arc length of 160.61 feet and a chord which bears North 62 degrees 41 minutes 17 seconds East, 159.94 feet; North 27 degrees 29 minutes 54 seconds East, 207.73 feet; North 14 degrees 25 minutes 19 seconds East, 758.46 feet; North 08 degrees 46 minutes 20 seconds East, 912.12 feet; North 60 degrees 52 minutes 26 seconds East, 334.47 feet; North 28 degrees 18 minutes 26 seconds East, 85.00 feet; North 02 degrees 31 minutes 25 seconds East, 74.82 feet to its intersection with the southern right-of way line of Chesterfield Airport Road, variable width; thence along said right-of-way line the following courses and distances: South 33 degrees 52 minutes 36 seconds East, 59.77 feet; South 33 degrees 55 minutes 06 seconds East, 82.93 feet to the beginning of a curve to the left having a radius of 2914.93 feet; thence along said curve with an arc length of 12.29 feet and a chord which bears South 34 degrees 02 minutes 13 seconds East, 12.29 feet; South 55 degrees 50 minutes 40 seconds West, 15.03 feet; Southeasterly, 20.37 feet along a non-tangent curve to the left having a radius of 2929.93 feet and a chord which bears South 34 degrees 40 minutes 07 seconds East, 20.37 feet; North 55 degrees 44 minutes 56 seconds East, 14.92 feet; Southeasterly, 539.15 feet along a non-tangent curve to the left having a radius of

2914.93 feet and a chord which bears South 39 degrees 51 minutes 22 seconds East, 538.38 feet; South 44 degrees 50 minutes 42 seconds West, 10.00 feet and Southeasterly, 231.76 feet along a non-tangent curve to the left of having a radius of 2,924.93 feet and a chord which bears South 47 degrees 25 minutes 30 seconds East, 231.70 feet to the southeastern corner of Lot C101D of above said Chesterfield Village A Phase One Plat One; thence along the southeaster line of said Lot C101D, South 40 degrees 18 minutes 17 seconds West, 194.14 feet to the northeastern line of Loc C101C of said Chesterfield Village A Phase One Plat One; thence along said northeastern line, South 42 degrees 50 minutes 52 seconds East, 411.70 feet to the beginning of a curve to the right having a radius of 515.00 feet; along said curve with an arc length of 12.58 feet and a chord which bears South 42 degrees 19 minutes 12 seconds East, 12.58 feet to the westernmost corner of Lot C106; thence along the northwestern lines of said Lot C 106 the following: North 50 degrees 55 minutes 27 seconds East, 245.99 feet and North 32 degrees 52 minutes 18 seconds East, 32.53 feet to its intersection with the southern right-of way line of above said Chesterfield Airport Road; thence along said right-of-way line, South 57 degrees 07 minutes 42 seconds East, 341.40 feet to the northwest corner of that part of Chesterfield Center vacated by City of Chesterfield Ordinance Number 511, and recorded in Book 8872, Page 2431 of above said records; thence along the north, east and south lines of said vacation the following courses and distances: continuing Southeasterly along said line, South 57 degrees 07 minutes 42 seconds East, 21.18 feet; South 42 degrees 52 minutes 34 seconds East, 8.16 feet to the beginning of a non-tangent curve to the right having a radius of 61.00 feet, an arc length of 31.10 feet and a chord which bears South 13 degrees 33 minutes 13 seconds West, 30.76 feet; South 28 degrees 09 minutes 48 seconds West, 126.11 feet to the beginning of a curve to the right having a radius of 495.58 feet, an arc length of 17.10 feet and a chord which bears South 29 degrees 9 minutes 7 seconds West 17.10 feet; South 30 degrees 07 minutes 59 seconds West, 34.42 feet and North 69 degrees 47 minutes 38 seconds West, 19.46 feet to the eastern most corner of above said Lot C 106; thence along the southern line of said Lot C 106, South 77 degrees 7 minutes 6 seconds West, 290.42 feet; to the east line of New Section A of Lot C101F of above said Resubdivision Plat of Lot C101F of Parcel C101F of Chesterfield Village Area A Phase 1 Plat One; thence along said east lines of said New Section A the following courses and distances: South 12 degrees 26 minutes 49 seconds East, 451.59 feet; South 56 degrees 32 minutes 18 seconds East, 43.09 feet top the beginning of a non- tangent curve to the right having a radius of 473.00 feet, and along said curve with an arc length of 151.21 feet and a chord which bears South 89 degrees 38 minutes 16 seconds East, 150.56 feet; thence crossing Chesterfield Center Drive; South 12 degrees 32 minutes 53 seconds West, 100.14 feet to the north line of Lot C 102 of above said Chesterfield Village A Phase One Plat One, said point also being located on a non-tangent curve to the right having a radius of 373.00 feet; thence along said north line and last said curve with an arc length of 137.75 feet and a chord which bears South 70 degrees 43 minutes 56 seconds East, 136.97 feet; thence South 11 degrees 41 minutes 44 seconds East, 41.56 feet to the western right-of-way line of Clarkson Road, variable width thence along said right-of-way line the following courses and distances: South 34 degrees 27 minutes 25 seconds West, 386.00 feet; South 23 degrees 33 minutes 07 seconds West, 181.60 feet; South 31 degrees 8 minutes 12 seconds West, 828.33 feet and South 85 degrees 41 minutes 13 seconds West, 26.89 feet to the northern right-of-way line of above said West Chesterfield Parkway, said point also being located on a curve to the left having a radius of 1,060.17 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 334.12 feet and a chord which bears North 73 degrees 49 minutes 52 seconds West, 332.74 feet; North 82 degrees 51 minutes 36 seconds West, 126.21 feet; North 82 degrees 52 minutes 12 seconds West, 37.73 feet and South 86 degrees 45 minutes 4 seconds West, 35.95 feet to the POINT OF BEGINNING.

Containing 3,959,799 square feet or 90.904 acres, more or less.

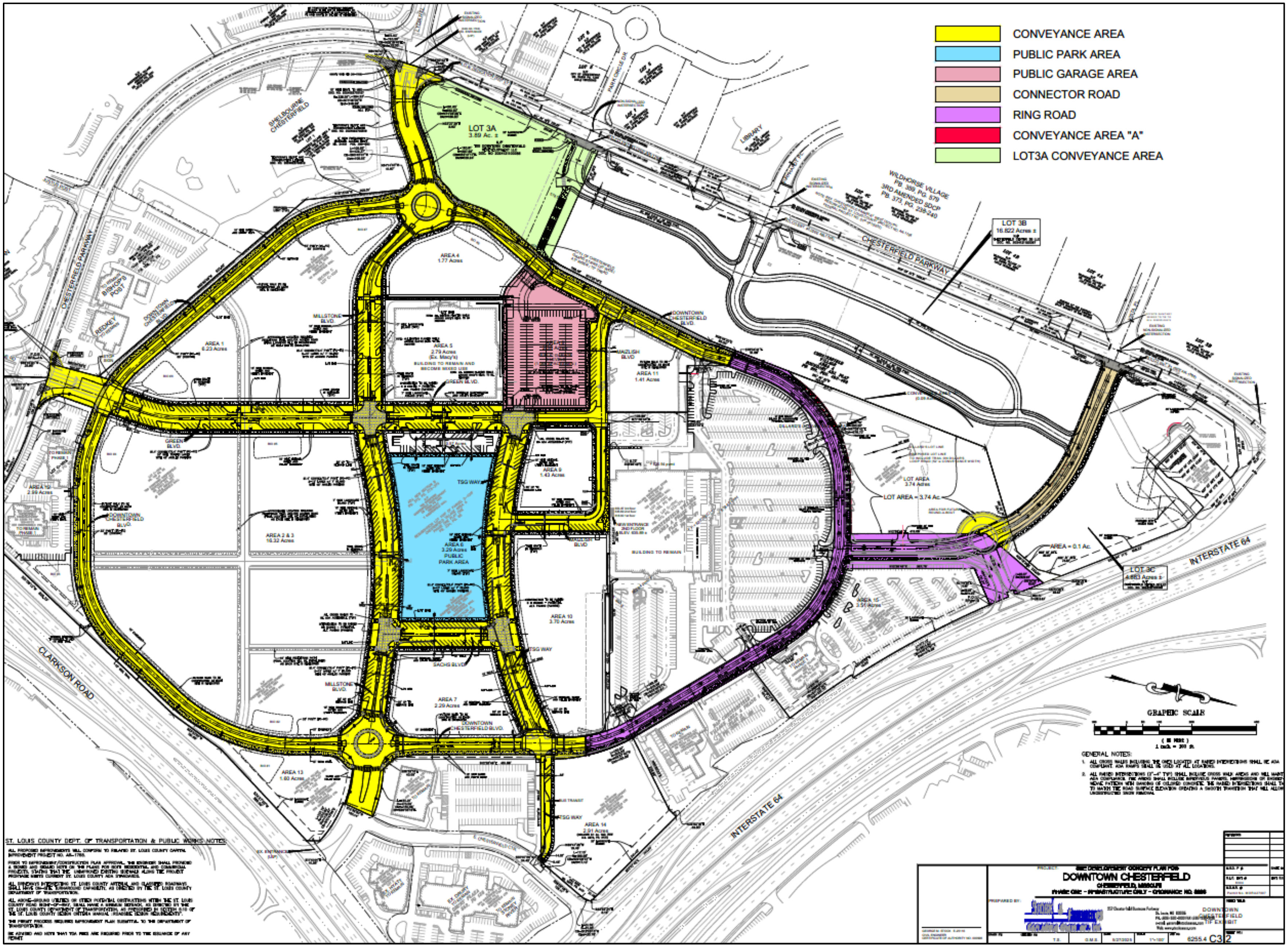
Depiction of RPA-1

(Attached hereto.)

<u>EXHIBIT E</u> – Concept Site Plan

[to be inserted]

<u>EXHIBIT F</u> – Depiction of Public Improvements



F-1

<u>EXHIBIT G</u> – Redevelopment Project Costs

The amounts set forth herein represent the maximum type of incurred or paid cost for which Developer can be reimbursed for any Phase, subject to the Maximum Amount, and as set forth in the Agreement.

	RPA-1A Project and RPA-1B Project	RPA-1C Project and RPA-1D Project
Acquisition, Predevelopment and Soft Costs (including private financing costs)		
Acquisition of Grand Entry Parcel	$__________	$0
[*List other anticipated costs*]	$__________	$0
Subtotal:	$5,000,000	$0
Hard Costs		
Mall Demolition	$__________	$__________
Onsite Public Improvements	$__________	$__________
Offsite Road Improvements	$__________	$__________
Connector Road	$__________	$__________
Ring Road	$__________	$__________
Other Public Improvements	$__________	$__________
Subtotal:	$95,000,000	$5,000,000
Total:	**$100,000,000**	**$5,000,000**

The amount in each budget category is an estimate. With the exception of private financing costs, which are limited to the Maximum Amount of Eligible Private Financing Costs provided in Section 5.2.2 of this Agreement, savings in one budget category may be applied to additional costs incurred in other budget categories.

EXHIBIT H – Form of Notes

Form of Note

THE RIGHT TO TRANSFER, ASSIGN, OR NEGOTIATE THIS NOTE SHALL BE LIMITED TO TRANSFER, ASSIGNMENT, OR NEGOTIATION TO ANY "APPROVED INVESTOR", AS SUCH TERM IS USED IN THE HEREIN DEFINED-INDENTURE, AND ONLY UPON THE EXECUTION BY THE PROPOSED TRANSFEREE OF A LETTER IN THE FORM ATTACHED AS EXHIBIT [__] TO THE INDENTURE, OR IN SUCH OTHER FORM AS MAY BE REASONABLY ACCEPTABLE TO THE ISSUER AND ONLY UPON WRITTEN CONSENT OF THE ISSUER.

UNITED STATES OF AMERICA
STATE OF MISSOURI

Registered **Registered**

No. R-__ **Not to Exceed $__________**
plus Issuance Costs
(See **Schedule 1** attached)

CITY OF CHESTERFIELD, MISSOURI
[TAXABLE][TAX-EXEMPT] TAX INCREMENT FINANCING REVENUE NOTE
(CHESTERFIELD REGIONAL AREA RPA-1[A/B/C/D])
SERIES 20[__A/B/C/D]

Rate of Interest:	Maturity Date:	Dated Date:
[___%]	[___]	[____]

REGISTERED OWNER: [TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC]

PRINCIPAL AMOUNT: See SCHEDULE 1 attached hereto

THE CITY OF CHESTERFIELD, MISSOURI, an incorporated political subdivision of the State of Missouri (the "**City**"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown from time to time on Schedule 1 attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on Schedule 1 attached hereto or from the most recent Payment Date to which interest has been paid or duly provided for, at the Rate of Interest shown above computed on the basis of a 360-day year of twelve 30-day months. Interest and principal shall be payable each [April 1] and [October 1] (each, a "**Payment Date**"), commencing on the first [April 1] or [October 1] following the date of issuance hereof. This Note evidences sums advanced by TSG Downtown Chesterfield, LLC, a Missouri limited liability company (the "**Developer**"), pursuant to that certain Amended and Restated Redevelopment Agreement dated as of **_______________**, 2025, by and between the Developer and the City (as may be amended from time to time, the "**Redevelopment**

Agreement"), until all principal and interest accruing pursuant to this Note is paid in full except as otherwise provided herein. This Note shall bear interest from its registration date or from the most recent Payment Date to which interest has been paid or duly provided for.

Reference is made to the Trust Indenture by and between the City and [__________], as trustee (the **"Trustee"**) dated as of _______, 20__ (the **"Indenture"**) with respect to the nature and extent of the security for this Note, the rights, duties and obligations of the City with respect hereto, and the rights of the holder hereof. Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture.

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS NOTE TERMINATE ______________________, WHICH IS TWENTY-THREE YEARS FROM THE DATE OF ADOPTION OF THE APPROVING ORDINANCE APPROVING THE RPA-1[__] PROJECT, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL.

NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE INDENTURE TO THE CONTRARY, THIS NOTE IS SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTIONS 9.1 AND 10.1.2 OF THE REDEVELOPMENT AGREEMENT.

Subject to the preceding two paragraphs, the principal of and interest on this Note shall be paid at maturity or upon earlier redemption as provided in the Indenture to the person in whose name this Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this Note at the payment office of the Trustee. The principal of and interest on this Note shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. The principal of or interest on this Note shall be payable by check or draft or by wire transfer to the person in whose name this Note is registered at the office of the Trustee to the Registered Owner on the Register on each Payment Date. Except as otherwise provided in the Indenture with respect to mutilated, destroyed, lost or stolen Notes, no principal on this Note is payable unless the Registered Owner hereof has surrendered this Note at the office of the Trustee.

This Note is one of an authorized series of fully registered Notes of the City designated "City of Chesterfield, Missouri, [Taxable][Tax-Exempt] Tax Increment Financing Revenue Notes (Chesterfield Regional Area RPA-1[A/B/C/D]) Series 20___[A/B/C/D]", issued in an aggregate principal amount of not to exceed $__________ plus Issuance Costs (the " **Series 20__[A/B/C/D] Notes**"). The City has also authorized the issuance of (x) "City of Chesterfield, Missouri, [Taxable][Tax-Exempt] Tax Increment Financing Revenue Notes (Chesterfield Regional Area RPA-1[A/B/C/D]) Series 20___[A/B/C/D], issued in an aggregate principal amount of not to exceed $__________ plus Issuance Costs (the "**Series 20__[A/B/C/D] Notes**"), (y) "City of Chesterfield, Missouri, [Taxable][Tax-Exempt] Tax Increment Financing Revenue Notes (Chesterfield Regional Area RPA-1[A/B/C/D]) Series 20___[A/B/C/D], issued in an aggregate principal amount of not to exceed $__________ plus Issuance Costs (the "**Series 20__[A/B/C/D] Notes**"), and (z) "City of Chesterfield, Missouri, [Taxable][Tax-Exempt] Tax Increment Financing Revenue Notes (Chesterfield Regional Area RPA-1[A/B/C/D]) Series 20___[A/B/C/D], issued in an aggregate principal amount of not to exceed $__________ plus Issuance Costs (the "**Series 20__[A/B/C/D] Notes**"). The Series 20__A Notes, 20__B Notes, 20__C Notes, and 20__D Notes are collectively referred to herein as the "**Notes**". The Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with the Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, of the Revised Statutes of Missouri, as amended (the "**Act**"), and pursuant to the Redevelopment Agreement.

The Series 20__[A/B/C/D] Notes and the interest thereon are and shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest, by the Available Revenues and other moneys pledged thereto and held by the Trustee as provided in the Indenture.

The taxing power of the City is not pledged to the payment of the Series 20__[A/B/C/D] Notes either as to principal or interest. The Series 20__[A/B/C/D] Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction.

Available Revenues on deposit shall be disbursed by the Trustee, first from the RPA-1[__] EATs Sub-Account, and second from the RPA-1[__] PILOTs Sub-Account, on or before the fifteenth (15th) day prior to each Payment Date (or the next Business Day if such day is not a Business Day) for the purposes and in the amounts set forth below:

> *First,* when necessary, to the Rebate Fund, an amount sufficient to pay rebate, if any, to the United State of America, owed under Section 148 of the Code, as directed in writing by the City in accordance with the Tax Compliance Agreement or to pay any rebate analyst to perform rebate services as required by the Tax Compliance Agreement;
>
> *Second*, to the Trustee, an amount sufficient for payment of fees and expenses which are due and owing to the Trustee in connection with the issuance and administration of any Series 20__[A/B/C/D] Note, upon delivery to the City of an invoice for such amounts;
>
> *Third*, to the City, an amount sufficient for payment of fees and expenses which are due and owing to the City in connection with the issuance and administration of any Series 20__[A/B/C/D] Note;
>
> *Fourth,* to the RPA-1[__] Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing on any Series 20__[A/B/C/D] Note;
>
> *Fifth*, to the RPA-1[__] Debt Service Fund, an amount sufficient to pay the interest becoming due and payable on any Series 20__[A/B/C/D] Note on such Payment Date;
>
> *Sixth*, to the RPA-1[__] Debt Service Fund, all moneys remaining in the RPA-1[__] EATs Sub-Account and the RPA-1[__] PILOTs Sub-Account to pay the principal of any

Series 20__[A/B/C/D] Note which is subject to redemption pursuant to the Indenture on such Payment Date;

Seventh, once no Series 20__[A/B/C/D] Notes remain Outstanding, then to the RPA-1[__] Debt Service Fund and applied to pay pro rata, the past due interest, if any, owning on the Series 20___[A/B/C/D] Notes and then to pay pro rata, the interest becoming due and payable on the Series 20___[A/B/C/D] Notes on such Payment Date;

Eighth, once no Series 20__[A/B/C/D] Notes remain Outstanding, then to the RPA-1[__] Debt Service Fund, all moneys remaining in the RPA-1[__] EATs Sub-Account and the RPA-1[__] PILOTs Sub-Account to pay the principal of any Series 20__[A/B/C/D] Note which is subject to redemption pursuant to the Indenture on such Payment Date;

Ninth, once (i) no Series 20__[A/B/C/D] Notes remain Outstanding, and (ii) no Series 20__[A/B/C/D] Notes remain Outstanding, then to the RPA-1[__] Debt Service Fund and applied to pay pro rata, the past due interest, if any, owning on the Series 20___[A/B/C/D] Notes and then to pay pro rata, the interest becoming due and payable on the Series 20___[A/B/C/D] Notes on such Payment Date;

Tenth, once (i) no Series 20__[A/B/C/D] Notes remain Outstanding, and (ii) no Series 20__[A/B/C/D] Notes remain Outstanding, then to the RPA-1[__] Debt Service Fund, all moneys remaining in the RPA-1[__] EATs Sub-Account and the RPA-1[__] PILOTs Sub-Account to pay the principal of any Series 20__[A/B/C/D] Note which is subject to redemption pursuant to the Indenture on such Payment Date;

Eleventh, once (i) no Series 20__[A/B/C/D] Notes remain Outstanding, (ii) no Series 20__[A/B/C/D] Notes remain Outstanding, and (iii) no Series 20__[A/B/C/D] Notes remain Outstanding, then to the RPA-1[__] Debt Service Fund and applied to pay pro rata, the past due interest, if any, owning on the Series 20___[A/B/C/D] Notes and then to pay pro rata, the interest becoming due and payable on the Series 20___[A/B/C/D] Notes on such Payment Date;

Twelfth, once (i) no Series 20__[A/B/C/D] Notes remain Outstanding, (ii) no Series 20__[A/B/C/D] Notes remain Outstanding, and (iii) no Series 20__[A/B/C/D] Notes remain Outstanding, then to the RPA-1[__] Debt Service Fund, all moneys remaining in the RPA-1[__] EATs Sub-Account and the RPA-1[__] PILOTs Sub-Account to pay the principal of any Series 20__[A/B/C/D] Note which is subject to redemption pursuant to the Indenture on such Payment Date; *and*

Thirteenth, once (i) no Series 20__[A/B/C/D] Notes remain Outstanding, (ii) no Series 20__[A/B/C/D] Notes remain Outstanding, (iii) no Series 20__[A/B/C/D] Notes remain Outstanding, and (iv) no Series 20__[A/B/C/D] Notes remain Outstanding, all other remaining money in the RPA-1[__] PILOTs Sub-Account and the RPA-1[__] EATs Sub-Account of the Revenue Fund shall be used in accordance with the Redevelopment Plan and the Act, as applicable.

Notwithstanding any other provision hereof to the contrary, to the extent that any principal or interest on the Series 20__[A/B/C/D] Notes remains unpaid on the Maturity Date, any amounts remaining on deposit in the RPA-1[__] Debt Service Reserve Fund established pursuant to the Obligation Ordinance shall be used to pay and retire any such unpaid Series 20__[A/B/C/D] Notes.

[Upon the payment in full of the principal of and interest on each of the Notes (or provision has been made for the payment thereof as specified in the Indenture), payment in full of the fees and expenses of the Trustee, and payment in full of any other amounts required to be paid under the Indenture relating to that Note, all amounts remaining on deposit in the RPA-1[__] Revenue Fund and the RPA-1[__] Debt Service Fund shall, as applicable, be either distributed in the manner provided in the Redevelopment Agreement or declared as surplus and distributed in the manner provided in the Act.]

[The Series 20__[A/B/C/D] Notes are subject to optional redemption by the City in whole at any time or in part on any Payment Date at a redemption price of 100% of the principal amount of the Note to be redeemed, plus accrued interest thereon to the date fixed for redemption.]

The Notes shall be subject to special mandatory redemption by the City in an amount equal to all Available Revenues, applicable to those particular Notes, in whole at any time or in part on each Payment Date, at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed, together with the accrued interest thereon to the date fixed for redemption.

The Series 20__[A/B/C/D] Notes or portions of Series 20__[A/B/C/D] Notes to be redeemed shall become due and payable on the redemption date, at the redemption prices specified above, and from and after the redemption date (unless the City defaults in the payment of the redemption price) such Series 20__[A/B/C/D] Notes or portions of Series 20__[A/B/C/D] Notes shall cease to bear interest. Upon surrender of such Series 20__[A/B/C/D] Notes for redemption in accordance with any redemption notice, the redemption price of such Notes shall be paid by the Trustee. Installments of interest due on or prior to the redemption date shall be payable as provided in the Indenture for payment of interest. Upon surrender for any partial redemption of any Series 20__[A/B/C/D] Note, there shall be prepared for the Registered Owner a new Series 20__[A/B/C/D] Note or Series 20__[A/B/C/D] Notes of the same maturity in the amount of the unpaid principal as provided in the Indenture. All Series 20__[A/B/C/D] Notes that have been redeemed shall be cancelled and destroyed by the Trustee as provided in the Indenture and shall not be reissued.

Series 20__[A/B/C/D] Notes shall be redeemed only in the principal amount of One Thousand Dollars ($1,000) or any integral multiple of $0.01 in excess thereof. When less than all of the outstanding Series 20__[A/B/C/D] Notes are to be redeemed and paid prior to maturity, such Series 20__[A/B/C/D] Notes shall be selected by the Trustee in One Thousand Dollar ($1,000) units of face value in such equitable manner as the Trustee may determine.

The Series 20__[A/B/C/D] Notes are issuable in the form of fully registered Series 20__[A/B/C/D] Notes without coupons in minimum denominations of One Hundred Thousand Dollars ($100,000) or any integral multiple of $0.01 in excess thereof, except with respect to the Series 20__[A/B/C/D] Notes issued upon acceptance by the City of the final

Certificate of Reimbursable Redevelopment Project Costs, which Series 20__[A/B/C/D] Notes may be issued in any denomination, subject to the limitation on the aggregate Principal Amount.

This Note may be transferred or exchanged as provided in the Indenture only upon the Register, upon surrender of this Note together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or the Registered Owner's duly authorized agent.

Subject to the limitations provided in this Note, upon surrender hereof at the office of the Trustee, the Trustee shall transfer or exchange this Note for a new Note of the same maturity and in the same principal amount as the outstanding principal amount of this Note so presented for transfer or exchange. If presented for transfer or exchange, this Note shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Trustee, duly executed by the Registered Owner hereof or by the Registered Owner's duly authorized agent.

This Note shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in due time, form and manner as required by law.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, THE CITY OF CHESTERFIELD, MISSOURI has executed this Note by causing it to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its official seal to be affixed or imprinted hereon, and this Note to be dated as of the effective date of registration as shown on Schedule 1 attached hereto.

THE CITY OF CHESTERFIELD,
MISSOURI

By:______________________________
Mayor

[SEAL]

ATTEST:

____
City Clerk

CERTIFICATE OF AUTHENTICATION

Registration Date:
____

This Note is one of the Notes described
in the within-defined Indenture

[_______________], as Trustee

By: ________________________
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

____

(Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints ____________________ agent to transfer the within Note on the books kept by the Trustee for the registration thereof, with full power of substitution in the premises.

Dated: ________________________.

____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Note in every particular.

Signature Guaranteed By:

____

(Name of Eligible Guarantor Institution)

By: _________________________

Title:_________________________

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

SCHEDULE 1

CITY OF CHESTERFIELD, MISSOURI
[TAXABLE][TAX-EXEMPT] TAX INCREMENT FINANCING REVENUE NOTE
(CHESTERFIELD REGIONAL AREA RPA-1[A/B/C/D])
SERIES 20[__A/B/C/D]

****

Certificate of Authentication

****

Date	Additions to Principal Amount	Principal Amount Paid	Outstanding Principal Amount	Authorized Signatory of Trustee

BILL NO.______ **ORDINANCE NO. ______**

AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI AMENDING CERTAIN SECTIONS OF TITLE I OF THE CHESTERFIELD MUNICIPAL CODE.

WHEREAS, the City of Chesterfield seeks to ensure that its Municipal Code is organized, current, and appropriately distinguishes between legislative matters and internal administrative procedures; and

WHEREAS, the City Council has assigned a comprehensive review of Title I of the Municipal Code to the City Administrator in his 2025 goals; and

WHEREAS, certain sections of the Municipal Code have become outdated or duplicative of established administrative practices, and should be repealed, revised, or replaced with Council-adopted policies; and

WHEREAS, updates have been proposed to improve clarity, eliminate redundancy, streamline City operations, and reflect current organizational practices and responsibilities; and

WHEREAS, the Finance & Administration Committee reviewed the proposed amendments and unanimously recommends that the City Council adopt the proposed ordinance.

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

<u>Section I:</u> The City does hereby repeal and replace certain sections of Title I "Government Code" as follows. Language shown stricken shall be removed. Language underlined shall be added:

Section 110.020. Indemnification of City Officials and Employees.

110.020(1)(D) The person seeking indemnification shall cooperate with the City in any investigation, defense, negotiation or compromise of any claim, suit or action, even if any of the allegations of the suit are groundless, false or fraudulent and the City may make such investigation and settlement of any claim or suit as it deems expedient, but the City shall not be obligated to pay any claim or judgment or expense, including attorney fees unless and until the benefits of any insurance~~, whether provided by the City or by the person seeking indemnification,~~ have been exhausted~~ and in no event in excess of one hundred thousand dollars ($100,000.00) for any one (1) claimant or an aggregate of one hundred fifty thousand dollars ($150,000.00) for all claims arising out of and upon the same act or an aggregate of one hundred fifty thousand dollars ($150,000.00) during any one (1) calendar year~~.

Section 110.205. Bond; oath and salary.

110.205 Before entering upon the duties of his/her office, the Mayor shall ~~give a bond with sureties to be approved by the City Attorney conditioned upon the faithful performance of his/her duties in the sum of at least six thousand dollars ($6,000.00) or such higher sum as may be directed by the City Council or required by State statute.~~ be included under the City's public employee blanket bond with a responsible surety. The cost of such bond shall be borne by the City. He/she shall take the oath of office prescribed by statute and shall receive as compensation the sum established by City Council.

Section 110.400. Disturbing Meetings.

110.400 It shall be unlawful for any person to disturb any meeting of the City Council or of any committee thereof. ~~Violation of the provisions of this Section shall be an ordinance violation, punishable by a fine of not less than five dollars ($5.00) and not more than five hundred dollars ($500.00) or by imprisonment for a period not to exceed three (3) months, or by both such fine and imprisonment.~~ Any person, firm or corporation who shall violate this Section shall be subject to the general penalty as set forth in Section 100.080 of this Code.

~~**Section 110.420. Standing Committees**~~

~~A. Establishment. There are hereby established as Standing Committees of the City Council the following:~~

~~1. Finance and Administration;~~

~~2. Parks, Recreation and Arts;~~

~~3. Planning and Public Works; and~~

~~4. Public Health and Safety.~~

~~B. Membership; Appointment.~~

~~1. Composition. Each committee shall be compromised of four (4) Council members. One (1) Council member from each of the City's four (4) wards will serve on each committee, with no two (2) Council members from the same ward serving on the same committee.~~

~~2. Appointment. After the first City Council meeting immediately following the regular municipal election held in April of every year, the newly elected President Pro-Tem shall appoint members of the Council to committees and designate Committee Chairpersons for each Standing Committee, subject to the approval of the City Council by formal vote taken not later than the first City Council meeting in May of every year.~~

~~3. Ex Officio Members. The Mayor and City Administrator shall both serve as non-voting ex officio members of each committee.~~

~~4. Chairperson. One (1) Council member from each ward shall serve as a Chairperson of a committee, and no person shall serve as Chairperson of more than one (1) committee.~~

~~5. Vacancy. Should there be a vacancy on the Council, the other Council member of the affected ward shall be deemed a full voting member of the committees upon which his/her ward-mate served until said vacancy has been filled. If the Council member previously occupying the currently vacant position served as Chairperson, the Vice Chairperson, at the time of the vacancy, shall assume the position of Chairperson.~~

~~6. Proxy Voting. In the event that a Council member is unable to attend a committee meeting, that Council member may request that his/her ward mate be allowed to vote at the committee meeting. Such request would be directed to the Committee Chairperson and must be in writing.~~

~~C. Functions.~~

~~1. Recommendations. Making recommendations to the Council or to the City Administrator, or both, concerning any of the matters within its purview, when requested and also at other times when it appears that the best interest of the City and its residents will be served thereby;~~

~~2. Formulating And Evaluating Plans. Formulating, with the assistance of the staff, long-range plans and evaluation and revision (if necessary) of such plans as adopted;~~

~~3. Legislation. Reviewing and recommending legislation concerning any of the matters within its purview;~~

~~4. Quorum And Presiding Officer. At least three (3) Council members must be present in order to hold a committee meeting. The Chairperson shall preside over the committee meeting. In the absence of the Chairperson, the Vice Chairperson shall preside;~~

~~5. Recommendations To Council. Other than items discussed and/or acted upon by the Planning and Public Works Committee, in order for an item to pass out of committee to the Council, said item shall require at least two (2) affirmative votes. Three (3) affirmative votes are required for an item to be passed to the Council with a favorable recommendation from the committee;~~

~~6. Closed Meetings. Closed meetings cannot be held at any meeting of the Standing Committees.~~

Section 110.540. Bond.

Before entering upon the duties of his/her office, the Administrator shall file ~~with the City a bond conditioned upon the faithful and honest performance of his/her duties and the rendering of faithful and proper accounts to the City for funds and property in his/her possession or under his/her control in the amount of one hundred thousand dollars ($100,000.00). In the event that the Administrator be covered by a blanket bond to the same extent, an individual bond shall not be required.~~ be included under the City's public employee blanket bond with a responsible surety company. The cost of such bond shall be borne by the City.

Section 110.580. Duties And Authority.

110.580(A)(4)(e) Appoint, promote or remove from service all officers who are not elected to office and employees of the City, except as otherwise provided by law or City ordinance~~; provided, however, that any person so removed from service may appeal his/her dismissal to the Mayor and City Council by giving notice in writing within ten (10) days following notification of dismissal~~. All such actions by the Administrator shall be based upon merit, qualifications or disqualifications of the officers or employees concerned, without regard to his/her political beliefs or affiliations.

Section 110.590. Responsibility For City Property

The Administrator shall have responsibility for all real and personal property owned or maintained by the City of Chesterfield. He/she shall have responsibility for all inventories of such property and for the upkeep of all such property. ~~Personal property owned by the City may be sold by the Administrator only with approval of the Mayor and City Council.~~ Real property may be sold only when such sale ~~is authorized by ordinance~~ has been authorized by City Council.

~~**Section 110.770. Compensation.**~~

~~Compensation for the City Clerk shall be established by the Council within the guidelines as established in the City Compensation Classification Pay Plan~~

~~**Section 115.020. Ordinary And Travel Expenses — Employees.**~~

~~A. General Regulations.~~

> ~~1. The City's goals are to allow travel arrangements that conserve public funds, provide equitable treatment of all personnel, and allow travel in a manner that is dignified, and reflects credit on the City of Chesterfield. These regulations are applicable for all travel expenses incurred on behalf on the City by employees. Where these regulations do not adequately cover a travel situation, the City Administrator may authorize exceptions.~~

~~2. Decisions as to which trips will be authorized are generally made through the annual budget process. In general, no more than one national and two (2) State conferences outside the St. Louis area will be authorized for any Department Head or Executive Staff member in any fiscal year. Attendance at other meetings outside the metropolitan area may be authorized when the Department Head or Executive Staff is an active participant in the national and/or State organization. The City Administrator must approve all out-of-state travel requests in advance. Attendance at various local professional and technical conferences and meetings will be authorized as funds and time permit. Good judgment and a proper regard for economy are expected in incurring travel expense on behalf of the City.~~

~~3. There is no objection to a spouse and/or other family members travelling on an official trip, but no expenses attributable to them will be reimbursed by the City.~~

~~B. Travel Advance. No travel advances will be authorized, unless a specific exemption is granted by the City Administrator.~~

~~C. Travel Expense Report. Within five (5) days after returning from a trip, a travel expense report (Appendix H) must be forwarded to the Department of Finance. Required receipts should be attached to the travel expense report.~~

~~D. Use Of Commercial Carrier. Commercial carrier fares will be limited to "coach" or "economy" fares when such services are available. Travel to and from stations and airports may be by bus, limousine, taxi or private vehicle (for which mileage will be paid), whichever is least costly. If available, airport limousines should always be selected over taxis. When possible, travel arrangements should be made through the City's travel agency and billed directly to the City. Receipts for transportation costs are required.~~

~~E. Use Of Private Vehicles.~~

~~1. Private vehicles may be used for travel on City business when authorized by the City Administrator. Reimbursement will be limited to the lower of:~~

~~a. The currently prevailing IRS rate per mile, as stated in IRS publications, plus tolls, parking and garage charges, or~~

~~b. The cost of air travel as provided above.~~

~~2. When two (2) or more people travel in the same private vehicle, reimbursement will be paid to the owner of the vehicle. Mileage reimbursement will be based on the actual number of miles driven while traveling on City business.~~

~~F. Travel Time.~~

~~1. When necessary, one (1) day prior and one (1) day following a meeting or conference shall be allowed for travel to and from an approved meeting or conference.~~

~~2. Scheduled returns shall be made on the day the conference or meeting ends unless it ends late in the evening. In that event, the following day may be allowed for travel.~~

~~3. Employees should not drive to meetings and conferences when Travel time in route to the destination requires more than one (1) day. In such instances, no reimbursement will be made for any lodging, meals or other expenses incurred in route, unless prior approval is received from the City Administrator.~~

~~4. When an employee chooses to extend travel time to and from an approved site, any excess time shall be considered vacation and charged accordingly, unless prior approval is received from the City Administrator.~~

~~G. Vehicle Rental. There may be an occasion when rental of a vehicle may be required (i.e., great distance between hotel and conference sites). Prior authorization must be given by the City Administrator. The actual cost will be reimbursed and receipts will be required.~~

~~H. Lodging.~~

~~1. Hotels or motel reservations are expected to be made well in advance to ensure that lodging is secured at moderate rates. Receipts for lodging are required. Reimbursement of lodging will be limited to the minimum number of nights required to conduct City business. If a conference, for example, opens on Sunday evening and closes Thursday noon, reimbursement for Sunday through Wednesday night would be allowed. If an employee or City Official chooses to arrive earlier or stay late, the additional lodging and other expenses related to this decision are personal expenses and will not be reimbursed. There may be instances in which significant savings in travel expenses may be achieved by taking advantage of discount fare requiring an additional night's stay. Prior authorization by the City Administrator will be required to utilize this arrangement.~~

~~2. Reimbursement of lodging expenses shall be exclusive of any additional expenses for spouses or others.~~

~~3. No lodging expense will be reimbursed for meetings or conferences held in the St. Louis area unless prior approval is obtained from the City Administrator.~~

~~I. Meals. For meetings and conferences held outside the metropolitan area or at such a distance that overnight lodging is required and approved by the City~~

~~Administrator, employees and City officials will be reimbursed for meals. Reimbursement shall be made for the employee's expenses up to thirty-five dollars ($35.00) per day for unreceipted meal expenses and all true and reasonable costs in excess, if properly receipted, for the City Administrator, Department Heads, and Executive Staff, and up to thirty-five dollars ($35.00) per day maximum and only when properly receipted for all other employees. The City Administrator may approve unreceipted expense upon receipt of acceptable written documentation that the expenditure was incurred and that a receipt could not be obtained or was subsequently misplaced.~~

~~J. Miscellaneous Expenses.~~

~~1. Parking expenses may be reimbursed when reasonably necessary and when required as a part of the travel process.~~

~~2. Tips may be reimbursed not to exceed fifteen percent (15%) of the amount reimbursable by the City.~~

~~3. Taxi cabs may be reimbursed when necessary and justified as the only reasonable means of transportation.~~

~~4. Personal telephone calls may be reimbursed, while on out-of-town travel, up to ten dollars ($10.00) per day.~~

~~5. Actual expenses for the cost of gasoline may be reimbursed if properly receipted if an employed uses a City-owned vehicle for travel.~~

~~6. Professional luncheon meetings will be reimbursed at actual cost of one price is charged for all participants.~~

~~7. Expenses not ordinarily allowed under the provisions of these regulations may be authorized by the City Administrator when justification exists.~~

~~K. Registration Fees. Registration and tuition fees for preapproved professional and technical meetings and conference will be reimbursed if not prepaid by the City. Receipts will be required.~~

~~L. Non-Reimbursable Expenses. Employees will not be reimbursed for expenses incurred for alcoholic beverages, non-conference-related entertainment costs, recreational activities or in-room movies.~~

~~M. Reimbursement For Local Meeting Meals. Employees will be reimbursed for all meal expenses associated with local meetings, such as organizations for which the City pays an annual membership fee, as long as these expenses have been included in the annual budget.~~

~~N. Reimbursement For Supplies. Employees will be reimbursed for all supply expenses when it is deemed appropriate by the employee's supervisor for the employee to purchase supplies on behalf of the City.~~

~~O. Reimbursement For Mileage. As the City makes pool cars available to employees, it is the City's policy not to reimburse employees for mileage, unless an exception is granted by the City Administrator under extenuating circumstances.~~

Section 120.050. Payment Of Bills.

A. The Director of Finance shall pay to any person designated and any warrant lawfully drawn upon the City the amount specified in such warrant or bill, but such amount shall be made only out of the funds in the possession of the ~~Director of Finance~~ City and properly appropriated for such payment ~~as approved by the City Administrator.~~ <u>in accordance with the City Purchasing Manual.</u>

B. ~~The Director of Finance shall prepare each month a warrant for the payment of all sums due to be paid by the City, listing each item and the account out of which it is payable, said warrant, when properly signed by the City Administrator and/or other persons he/she may designate, shall authorize the issuance of vouchers or checks as provided by law for the payment of each item. The City Administrator shall have the authority to authorize the expenditure of any expense that is within the budget which is an amount which is less than five thousand dollars ($5,000.00) without requiring that said expenditure be approved in advance by the City Council, but that a list shall be prepared and presented to the City Council indicating each expenditure.~~ <u>Each month, the Director of Finance shall prepare and present to the City Council a list of any warrants or bills to be paid by the City which are an amount over $5,000.</u>

C. ~~A list of all items which need to be paid, which exceed the sum of five thousand dollars ($5,000.00), shall be submitted to the City Council before the warrant is submitted for payment. Approval for the expenditure of the items contained on said warrant shall be deemed approved by acclamation on the day following the meeting of the City Council at which the list was presented. Such list shall contain a statement of the Director of Finance and of the City Administrator to the effect that all items contained thereon are proper expenses due from the City for services performed or materials furnished to the City; provided, however, that the Council may, in any motion to approve payment, except specific items from such approval, in which case such items shall not be paid.~~ <u>The Director of Finance or his/her designee shall review all pending invoices to ensure that proper documentation exists to assure that sufficient funds remain in the City's budget appropriation for the goods/services billed.</u>

Section 120.080. Bond.

~~The Director of Finance shall give a bond before entering upon his/her duties in such sum as may be required by the City Council. This bond shall be~~

~~conditioned upon the faithful performance by the Director of Finance of his/her duties and shall be conditioned to indemnify the City for any loss by reason of any neglect of duty or any act of the Director of Finance.~~ Before entering upon the duties of his/her office, Director of Finance shall be included under the City's public employee blanket bond with a responsible surety company. The cost of such bond shall be borne by the City.

Section 120.280. Awards And Contracts; Power Of Director Generally.

A. ~~No award or contract shall be binding upon the City of Chesterfield until it shall be approved by the City Council, approved as to legal form by the City Attorney and certified by the City Clerk.~~ Any award or contract shall be executed in accordance with the City Purchasing manual.

~~Section 120.330. Division Of Inspections.~~

~~There is hereby established within the Department of Public Works a Division of Inspection. The Division shall be under the supervision of the Building Commissioner. The Division shall review all plans for the construction, reconstruction, or alteration of any structure in the City, and shall inspect such construction to insure that all work is done in compliance with the City's building, plumbing, electrical, mechanical and such other codes or ordinances as may from time to time be approved by the City Council.~~

~~Section 120.340. Office Of Building Commissioner Established.~~

~~There is hereby created the Office of Building Commissioner. The Building Commissioner shall be appointed by the Director of Public Works with the approval of the City Administrator and may be removed at any time by the Director of Public Works with the approval of the City Administrator. The Building Commissioner shall have control and supervision over all employees assigned to the Division of Inspections, subject to the supervision of the Director of Public Works. The Director of Public Works shall serve as ex officio Building Commissioner until the position is filled by appointment.~~

Section 120.410 Office of City Engineer Established.

There is hereby created the Office of City Engineer. The City Engineer shall be appointed by the Director of Public Works with the approval of the City Administrator and may be removed at any time by the City Administrator. The City Engineer shall have control and supervision over all employees assigned to the Division of Engineering, subject to the supervision of the Director of Public Works.

Section 120.530 Division of Inspections

There is hereby established within the Department of Public Works a Division of Inspection. The Division shall be under the supervision of the Building Commissioner. The Division shall review all plans for the construction, reconstruction, or alteration of any structure in the City, and shall inspect such construction to ensure that all work is done in compliance with the City's building, plumbing, electrical, mechanical and such other codes or ordinances as may from time to time be approved by the City Council.

Section 120.540 Office of Building Commissioner Established

There is hereby created the Office of Building Commissioner. The Building Commissioner shall be appointed by the Director of Planning with the approval of the City Administrator and may be removed at any time by the Director of Planning with the approval of the City Administrator. The Building Commissioner shall have control and supervision over all employees assigned to the Division of Inspections, subject to the supervision of the Director of Planning. The Director of Planning shall serve as ex officio Building Commissioner until the position is filled by appointment.

Section 123.005. Office of Purchasing Agent established; duties; authority; etc.

A. There is hereby established the Office of Purchasing Agent ~~who shall be appointed by the City Administrator with approval of the Council~~. The City Administrator shall serve as the Purchasing Agent ~~until the office is filled by appointment~~.

Section 123.010. Purchasing Rules.

~~A. No purchases or contracts for services or goods of any kind or description, payment of which is to be made from funds of the City, shall be made by the Purchasing Agent or any officer, employee or agent of the City except in the manner hereafter set forth.~~

~~1. Purchases Under Five Thousand Dollars ($5,000.00). Whenever any contemplated purchase or contract for goods or services is for the sum of less than five thousand dollars ($5,000) inclusive, the Purchasing Agent may order the items as needed in accordance with the approved accounting system.~~

~~2. Goods Or Services Costing Five Thousand Dollars To Ten Thousand Dollars ($5,000.00 to $10,000.00) Inclusive. Whenever any contemplated purchase or contract is for goods or services costing from five thousand dollars to ten thousand dollars ($5,000.00 to $10,000.00) inclusive, the Purchasing Agent shall obtain at least three (3) quotations from qualified vendors for the goods or services to be purchased. The quotations may be obtained orally and the award for purchase or contract given to the lower responsible bidder.~~

~~3. Purchases Costing From Ten Thousand Dollars To Twenty-Five Thousand Dollars ($10,000.00 to $25,000.00) Inclusive.~~

~~Whenever any contemplated purchase or contract is for goods or services costing from ten thousand dollars to twenty-five thousand dollars ($10,000.00 to $25,000.00) inclusive, the Purchasing Agent shall solicit at least three (3) written quotations for the item or items to be purchased. The quotation shall be submitted in written form to the Purchasing Agent who shall award the purchase or contract to the lowest responsible bidder.~~

~~4. Items Costing Over Twenty-Five Thousand Dollars ($25,000.00). Whenever any contemplated purchase or contract for goods or services is for the sum of more than twenty five thousand dollars ($25,000.00), the Purchasing Agent shall cause to be published in one (1) issue of a newspaper of general circulation in the City a notice inviting bids; provided, however, that the Purchasing Agent shall have the authority upon the recommendation of the department head to forego advertising in such cases where advertising would not be an appropriate method to seek bids. Said notice shall be published at least ten (10) business days prior to the date set for the receipt of the bids. The Purchasing Agent may allow more time for the preparation and submittal of bids whenever the contemplated purchase of goods or services indicates that a longer period of time will be required for vendors to complete and submit bids. The notice herein required shall include a general description of the articles to be purchased or services performed and the time and place for opening bids. In addition, the Purchasing Agent shall post a notice inviting bids in City Hall, and may also mail to all responsible prospective suppliers of the items to be purchased or services performed a copy of the notice inserted in the newspapers hereinbefore required. Upon opening of the sealed bids, the Purchasing Agent shall review and investigate all bids received and shall then make a recommendation to the City Council based upon said investigation as to which bidder has submitted the lowest responsible bid.~~

~~5. Per Unit Purchasing.~~

~~a. The Purchasing Agent shall have the authority to purchase on a "per unit" basis those items which have been specifically identified on a list which is to be approved by the Finance and Administration Committee of the City Council of the City of Chesterfield for such purchases. Said list is to be prepared and reviewed on an annual basis by the Finance and Administration Committee and may be modified by the Finance and Administration Committee as it may deem appropriate. Any items which are contained~~

~~on said list must be for the purchase of commodities only and each per unit dollar amount may not exceed a total of five hundred dollars ($500.00) for each unit to be purchased and must already fall within the total amount budgeted by the City for the purchase of said commodity.~~

~~b. Insofar as staff has made every possible effort to obtain three (3) bids and has documented the same or where the actual cost exceeds the budgeted amount, but adequate funds exist within the department's budget to cover the cost of the item or items, the City Administrator is authorized to approve the purchase as long as the bid procedures have been carried out in accordance with the purchasing rules and regulations. The City Administrator shall be required to seek the approval of the City Council for purchases of commodities on a per unit basis whenever the low bidder is not chosen or the item is not on the Finance and Administration approved list.~~

There is hereby adopted a Purchasing Manual of the City of Chesterfield, to be maintained in the office of the City Clerk, to establish guidelines regarding purchases made by the City and the sale of City property. All purchases made by City Departments and the sale of City property shall be in accordance with the Purchasing Manual herein adopted, and as may be amended by the City Administrator and as adopted by the City Council, unless such purchases or sales are expressly exempt from the Purchasing Manual or are governed by a different provision of this Code. In the event of a conflict between the Purchasing Manual and a provision of this Code, this Code shall govern.

~~Section 123.020. Bidding Procedures.~~

~~A. The Purchasing Agent and all parties contracting with the City shall follow the procedure hereinafter set forth in relation to all bids required above:~~

~~1. All notices and solicitations of bids shall state the time and place for opening.~~

~~2. All bids shall be submitted sealed to the City Official designated in the bid packet and shall be identified as bids on the envelope.~~

~~3. All bids shall be opened in public at a time and place stated in the public notices.~~

~~4. A tabulation of all bids received shall be posted in the City Hall for public inspection.~~

~~5. The City Council shall have authority to reject any and all bids and parts of all bids and readvertise or re-solicit bids whenever it is deemed to be in the best interest of the City.~~

~~Section 123.030. Determination Of Lowest Responsible Bidder.~~

~~A. It is the responsibility of the Purchasing Agent to review and investigate all bids received and to make a recommendation thereon to the City Council regarding award to the lowest responsible bidder for the entire purchase or contract or for any part thereof. In determining the lowest responsible bidder, the Purchasing Agent shall consider:~~

> ~~1. The ability, capacity and skill of the bidder to perform the contract or provide the services required.~~
>
> ~~2. Whether the bidder can perform the contract to provide the services promptly or within required time periods without delay or interference.~~
>
> ~~3. The quality of performance of previous contracts or services.~~
>
> ~~4. The previous and existing compliance by the bidder with laws and ordinances of the City.~~
>
> ~~5. The financial resources and the ability of the bidder to perform the contract or provide the service.~~
>
> ~~6. The quality, availability and adaptability of the supplies or services.~~

~~Section 123.040. Approval Of Purchases.~~

~~All purchase orders or contracts must be for goods or services covered by a category in the budget for the current fiscal year as approved by the City Council. Any purchaser of an item not provided for in the current fiscal year budget must receive the prior approval of the City Council. The agent is authorized to approve all purchases after complying with the competitive shopping requirements as specified above. The agent shall also be authorized to expend funds exceeding ten thousand dollars ($10,000.00) for materials and supplies under blanket purchase order for a fixed period of time that was issued as a result of competitive bidding and City Council approval of the lowest responsible bidder, which shall include "per unit" purchases which may in the aggregate exceed ten thousand dollars ($10,000.00) if purchase is made in accordance with Subsection (A)(5) of Section 123.010.~~

~~Section 123.050. Miscellaneous Purchasing Requirements.~~

~~A. Exclusive Service. In the event that there is only one (1) firm or company or individual capable of providing a particular service or commodity and said services or commodities cannot be secured from other persons or companies, than the bidding requirements contained above shall not be applicable and the Purchasing Agent is authorized to proceed with the purchase of such services or commodities as are required by the City, but cannot be secured through the normal bidding process. Exclusive service purchases for amounts exceeding five thousand dollars ($5,000.00) must be preapproved by the City Council.~~

~~B. Performance Bond. The Purchasing Agent shall have the authority to require a performance bond in cash or otherwise for such amount that he/she may deem sufficient to secure the execution of the contract for furnishing goods or services for the best interests of the City.~~

~~C. Emergency Procedures. In case of an emergency which requires immediate purchase of supplies or services and time is of the essence, the Director of Finance shall be empowered to authorize the purchase or to secure the services needed without complying with the procedures as set forth in this Article. This Section shall also apply to any natural disaster or civil emergency requiring immediate response on the part of the City. A full report in writing of the circumstances requiring emergency purchases shall be filed by the agent with the City Administrator within a reasonable period of time after the emergency. The City Administrator shall forward such information on to the Mayor and City Council for information.~~

~~D. Professional Services.~~

~~1. Generally. The competitive bidding requirements of this Article shall not apply to professional services and the requirements herein shall not be required in the employment of professional services including, but not limited to, physicians, attorneys, certified public accountants or planners. The Purchasing Agent is authorized and encouraged, however, to require proposals from capable professionals within a required discipline, whenever time and/or circumstances warrant.~~

~~2. Exceptions. The following shall be the policy and procedures for selecting architectural, engineering and land surveying services for the City.~~

~~a. Definitions. As used in this Section, the following terms shall have these prescribed meanings:~~

~~ARCHITECTURAL SERVICES — Those services within the scope of practice of architecture as defined by the laws of the State of Missouri, Section 327.091, RSMo., and to include landscape architects.~~

~~ENGINEERING SERVICES — Those services within the scope of practice of engineering as defined by the laws of the State of Missouri, Section 327.181, RSMo.~~

~~FIRM — Any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice the profession of architecture, engineering or land surveying or other professional services and provide said services.~~

~~LAND SURVEYING SERVICES — Those services as defined by the laws of the State of Missouri, Section 327.272, RSMo.~~

~~SELECTION COMMITTEE — The City Administrator, Director of Public Works and department head of the using department.~~

~~b. Roster Of Consultants.~~

~~(1) The City Administrator or designated staff will maintain a roster of qualified firms interested in performing professional services for the City. Names of firms will be placed on the roster upon their request, at the request of members of the Council or when recommended by City departments.~~

~~(2) Each firm meeting the following minimum qualifications shall be deemed to be a qualified firm and meeting the qualifications of the City:~~

~~(a) Duly authorized to conduct business in the State of Missouri in their particular profession.~~

~~(b) Professional registration by the State of Missouri.~~

~~(c) At least one (1) staff professional assigned to each project. Adequacy of personnel will be determined on a contract-by-contract basis against the City's estimate of manpower required to perform the work in the desired time frame.~~

~~(3) Resumes And Data. Each person or firm listed on the roster shall be responsible for maintaining with the City Administrator a current resume describing his/her or its qualifications and experience. Data which shall be included is as follows:~~

~~(a) Firm name, address, telephone numbers.~~

~~(b) Year established and former firm names.~~

~~(c) Types of services for which it is qualified.~~

~~(d) Names of principals of the firm and status in which they are registered.~~

~~(e) Names of key personnel with experience of each and length of time in the organization.~~

~~(f) Number of staff available for assignment.~~

~~c. General Procedures And Responsibilities.~~

~~(1) Project Initiation. When a department of the City identifies a project for which architectural, engineering or land surveying services will be necessary, the department will draft a scope of services for the specific project. This scope of services will be submitted to the City Administrator for authorization to initiate the project. The department shall include in the scope of services the following:~~

~~(a) A description of the work required and its objectives.~~

~~(b) The nature of specific tasks and services to be accomplished.~~

~~(c) The type and amount of assistance to be given by the department involved.~~

~~(d) Required time frame.~~

~~(e) Financial conditions or limitations; grant program involved.~~

~~(2) Expressions Of Interest. The using department will contact those firms on the roster for an expression of interest in the specific project. The request should invite comments as to the special experience in the project being considered, describe previous experience with similar projects and the availability of the firm to provide required service within any time limitations.~~

~~(3) Initial Screening And Requests For Proposals.~~

~~(a) The expressions of interest will then be presented to the department requesting the services for initial screening. Factors to be determined in the initial screening will include:~~

~~(i) Specialized experience in the type of work required.~~

~~(ii) Record of the firm in accomplishing work on other projects in the required time.~~

~~(iii) Quality of work previously performed by the firm for the City.~~

~~(iv) Recent experience showing accuracy of cost estimates.~~

~~(v) Community relations, including evidence of sensitivity to citizen concerns.~~

~~(vi) Geographic location of the principal officers of the firm.~~

~~(b) After the screening, detailed proposals will be requested~~

~~from at least three (3) firms. Selection will then be made according to Subsection (D)(2)(e).~~

~~d. Detailed Proposals. Firms submitting detailed proposals will provide the following information:~~

~~(1) Name of firm principal.~~

~~(2) Name of project supervisor (licensed engineer, architect or land surveyor).~~

~~(3) Ability of firm to meet time schedules.~~

~~(4) Description of how project will be conducted.~~

~~(5) Cost of services.~~

~~(6) For various levels of the disciplines offered, the position, hourly rate, salary cost multiplier, overhead and profit multiplier.~~

~~(7) Outside consultants and associates usually retained.~~

~~(8) List of completed projects on which the firm was principal engineer.~~

~~(9) Current projects under way and estimated cost of each.~~

~~(10) Data gathering methods (if appropriate).~~

~~(11) Evaluation techniques (if appropriate).~~

~~e. Selection.~~

~~(1) Three (3) written proposals should be secured when possible. Proposals may be solicited by mail or telephone. The selection committee will review the proposals, interview the prospective consultant, if desirable, and make a recommendation or selection in accordance with Subsection (D)(2)(e)(2) below.~~

~~(2) Class Of Service. Projects will be divided into two (2) classes as follows:~~

~~(a) Class A. Services for projects where fees will exceed five thousand dollars ($5,000.00). The selection committee's recommendation shall be presented to the City Council for approval or rejection. The Council has the right to approve or reject any and all proposals.~~

~~(b) Class B. Services for projects which are provided~~

~~for in the approved City budget and where fees will be equal to or less than five thousand dollars ($5,000.00). The selection committee will have full authority to select the consultant.~~

~~f. Prohibition Against Contingent Fees.~~

~~(1) Each contract entered into by the City Council for professional services shall contain a prohibition against contingent fees as follows:~~

~~"The architect, engineer or land surveyor (as applicable) warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the architect, engineer or land surveyor, to solicit or secure any fees, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this agreement."~~

~~(2) For the breach or violation of the foregoing provision, the City Council shall have the right to terminate the agreement without liability and at its discretion to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.~~

~~g. Authority Of City Council To Waive Procedural Requirements. The City Council in its sole and absolute discretion may waive any and all aforementioned procedural requirements.~~

~~E. Cooperative Purchasing. This Article and the requirements herein shall not apply to purchases made through or with the State of Missouri, or any other governmental jurisdiction which operates a cooperative procurement program, and will allow the City to purchase goods or services that the jurisdiction has made available following the completion of its own internal purchasing procedures. Insofar as the City Council has adopted an ordinance or resolution authorizing the City to participate in a cooperative purchasing agreement with another jurisdiction, the City Administrator has the authority to approve such purchases without seeking separate, formal City Council approval on each item.~~

~~F. Subdividing Prohibited. No contractor purchase shall be subdivided to avoid the requirements of this Section.~~

~~Section 123.060. Conflicts Of Interest.~~

~~A. Any purchase order or contract within the purview of this Article in which the Purchasing Agent or any officer or employee of the City is financially interested, directly or indirectly, shall be void, except that~~

~~before the execution of a purchase order or contract, the City Council shall have the authority to waive compliance with this Section when it finds such action to be in the best interests of the City.~~

~~B. The agent and every officer and employee of the City shall not directly or indirectly solicit any gift or accept or receive any gift, whether in the form of money, services, loans, promises or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence them, or could reasonably be expected to influence them, in the performance of their official duties or was intended as a reward for any official action on their part.~~

Section 123.080. Surplus Stock.

(D) City elected officials, appointees, officers, employees and members of their families up to and including to the second degree of consanguinity are prohibited from purchasing or otherwise receiving surplus supplies for personal use.

Section II: If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared by a court of a competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as whole, or any part thereof.

Section III: Where this Ordinance differs or conflicts with other laws, rules or regulations, unless the right to do so is preempted or prohibited by the County, State, or Federal government, the more restrictive or protective of the City and the public shall apply.

Section IV: This Ordinance shall be codified within the Municipal Code of the City of Chesterfield.

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

Passed and approved this ____ day of __________, 2025.

_______________________________ _______________________________

Presiding Officer Dan Hurt, Mayor

ATTEST:

____

Vickie McGownd, City Clerk

FIRST READING HELD:

RECORD OF PROCEEDING

MEETING OF THE
PARKS, RECREATION AND ARTS COMMITTEE OF COUNCIL
CHESTERFIELD CITY HALL
690 CHESTERFIELD PARKWAY WEST
CONFERENCE ROOM 101

July 21, 2025

Chairperson Mastorakos called the meeting to order at 4:30 p.m.

PRESENT | ABSENT

Chairperson Mastorakos, Ward II
Council Committee Member Barb McGuinness, Ward I
Council Committee Member Michael Moore, Ward III
Council Committee Member Hansen, Ward IV
Councilmembers Tocco and Koch
Director of Parks, Wayne Dunker
Superintendent of Recreation, Kari Johnson
Superintendent of Arts and Entertainment, Jason Baucom
Office Coordinator, Ann-Marie Stagoski
BLA representatives

APPROVAL OF MINUTES

Councilmember McGuinness made a motion, seconded by Councilmember Moore, to approve the June 16, 2025 Parks, Recreation and Arts Committee Meeting Minutes. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed.

Art Piece

Superintendent Baucom explained that the art piece Synergism, being offered for a donation, would include all in cost of $75,800 which would include a 10% contingency for unforeseen repair costs. This included moving, repair costs, insurance, and engineering stamp (which certifies it meets standards and will withstand severe weather). It will also be placed on a two-foot-thick pier with rebar. Estimated time to complete repairs is several months. The piece will be appraised and put on the City's insurance. The piece weighs approximately three tons and will be displayed with an informative sign. The Parks, Recreation and Arts Citizens Advisory Committee was overly enthused with the opportunity. David and Joe from BLA were in attendance to answer questions regarding the repair and relocation process.

Councilmember McGuinness made a motion, seconded by Councilmember Hansen, to approve the artwork acquisition Synergism and transfer up to $80,000 from Parks Fund Fund Reserve to 119-084-5299 and forward to City Council. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed

Street Pole Banners

A team was formed with members from each department of the City represented to formulate layout, color scheme, keywords and other elements of replacement street pole banners which are budgeted in the 2025 budget. There are currently 73 double banner and 28 single-banner locations. Banners are 75" by 23" and double-sided. Feedback from designs presented included the agreement on the action words, striving for more diversity in the photos, adding a photo of a veteran, and the color on the "community" banner wording was challenging to read. Additional requests were to change the "thrive" photo, more color contrast so they are easier to read, change fonts on "Committed to Excellence", and try the word "Excellence" alone.

Consensus was that the committee should come back to the August 11 meeting with revisions.

UNFINISHED BUSINESS

There was no unfinished business.

ADJOURNMENT

The meeting was adjourned at 5:29 p.m.

Respectfully submitted:

_________________________ Ann-Marie Stagoski

Wayne Dunker
Director of Parks, Recreation & Arts

Ann-Marie Stagoski
Office Coordinator

Approved: _______________

Memorandum

To: Mike Geisel, City Administrator

From: Wayne Dunker, Director of Parks, Recreation, & Arts

Date: June 11, 2025

Subject: Acceptance of Artwork

The City of Chesterfield has committed to building a collection of high-quality public art for the enjoyment and enrichment of citizens and visitors. We have been actively engaged in the "Art On Loan" program that has created an inventory of high quality professional art which has been fully vetted and is available for loan to municipal program participants. In addition, the City hosts art events and displays selected art collections at City Hall. We are engaged with the art community and are proud of the entire collection.

That commitment includes providing a means by which individual citizens or organizations may propose artwork donations/loans to be included in the City's artwork collection. Over time, the City has considered multiple donations and different processes have been considered. Whenever artwork is offered as a donation to the City, its acceptance is to be conditioned upon specific selection criteria. It is understood that the quality of the City's overall collection may be diminished by acceptance of art pieces which do not meet the specified criteria.

As the City's collection expands, it creates additional opportunities for art donations. It is clearly necessary to adopt a defined process and criteria to evaluate proposed donations of artwork, to ensure the integrity of the City's art collection. The attached proposed policy was developed to mirror the "Art On Loan" vetting criteria and to provide the City with a clear and unambiguous set of criteria to review any art donations offered.

I request that the Parks, Recreation and Arts Committee review and consider the attached policy and if deemed favorable, affirmatively recommend adoption of the policy by the full City Council.

If you have any questions or require additional information, please advise.

Cc Jason Baucom, Superintendent of Arts and Entertainment.

Please forward to the Parks, Recreation and Arts Committee for review and recommendation.

2025-6-12

CITY OF CHESTERFIELD
POLICY STATEMENT

PARKS, RECREATION & ARTS		**NO.**	12
SUBJECT	Criteria for Acceptance of Public Art	**INDEX**	PK
DATE ISSUED	6/11/2025	**DATE REVISED**	**6/11/2025**

POLICY

STATEMENT OF PURPOSE

The City of Chesterfield has committed to building a collection of high-quality public art for the enjoyment and enrichment of citizens and visitors. That commitment includes providing a means by which individual citizens or organizations may propose artwork donations/loans to be included in the City's artwork collection. Whenever artwork is offered as a donation to the City, its acceptance is to be conditioned upon specific selection criteria. It is understood that the quality of the City's overall collection may be diminished by acceptance of art pieces which do not meet this criterion. This document outlines the criteria for which artwork proposals are to be reviewed and guides any recommendations for acceptance or rejection. This policy repeals all previous art acceptance policies.

Criteria for Acceptance of Public Art for the City of Chesterfield

The artwork shall:

- Have a lasting artistic quality and appeal to a wide variety of tastes. Demonstrate the highest aesthetic quality, originality and artistic excellence.
- The artwork effectively engages the public and invites interest. The types of artwork that involve the public can be described as thought provoking, inspiring, entertaining, clever, whimsical, powerful, reflective or symbolic.
- Original artwork or artist authorized limited edition. Reproductions, copies, or imitations of original artwork shall not be considered.
- Be structurally sound, constructed of quality, long-lasting materials and resistant to vandalism, theft and weathering. Artwork shall require minimum maintenance and/or repair.
- Be site specific, meaningful to the community and complimentary to the surroundings.
- Not impose a financial or legal burden on the City (The City Council may waive this condition in exceptional situations).

Rejection of Public Art for the City of Chesterfield

Artwork fails to meet professional standards for acceptable public art practice if one or more of the following applies:

- Faults of design or workmanship pose a public health or life safety hazard or diminish the value of the work.
- The artwork is fraudulent, inauthentic or appears to be of inferior quality relative to the quality of other works displayed in the City of Chesterfield.

- The artwork is not the original work of fine art, such as a sculpture or painting. Mass-produced reproductions or replicas of original artworks, busts and statuary memorials, performance art, and signage are not eligible. Exceptions are signed sculptures by the original artist for reproductions or artist authorized limited editions. In the case of fine art prints and photographs, a limited edition is 200 or fewer.
- The artwork is not appropriate for the proposed site due to scale, material or subject matter.
- The maintenance and/or insurance cost of the artwork is determined to be too costly to include in the City's Art Collection. Including electrical, hydraulic, or mechanical service costs for routine and ongoing operation and maintenance of a work of art.
- In the case of commissioned artworks, if the final piece does not meet the criteria of the contract, the City is under no obligation to accept it.
- Artwork should not have any unsafe conditions or factors that may affect public safety. In the design/siting of the artwork, it should be considered in areas easily accessible to the public. Acceptable artwork must not disrupt traffic or create unsafe conditions or distractions to motorists and pedestrians, which may expose the City to liability. Consideration should be given to sharp or protruding edges that may pose a danger to pedestrians. Attention should also be given to the ability to withstand weight, as the City may be held responsible for repairs resulting from persons climbing, sitting or otherwise damaging the artwork.

Questions to consider when conducting reviews of proposed artwork:

Aesthetic Quality and Artistic Merit

• What has the artist accomplished with the work and does it align with the proposed project goals?
• Does the work under consideration have artistic merit?
• Is this original artwork?
• Is the work relevant to the City, its values, culture and people and does it contribute to the fabric of the City?
• Is the work an integral component of the overall project?
• Is the work of art appropriate for the community it serves?

Placement / Siting

• What is the relationship of the work to the site? Is it appropriately scaled?
• Will the work help to anchor and activate the site and enhance the surrounding area?
• Will there be convenient public access to the site?
• Will additional parking or access accommodations be required?
• What are the utility requirements of the artwork?
• Does the artwork have a connection with the surrounding community?

Fabrication, Handling and Installation

• Are the projected costs accurate and realistic?
• Does a certain site present any special obstacles to installation?
• Can the work easily be removed if necessary?

Maintenance Requirements
• Is the work suitable for outdoor display or special indoor environments?
• Are the materials durable and will they last? Does the work have a limited lifespan due to built-in obsolescence or any inherent weakness?
• What are the existing or projected maintenance requirements of the work? Are they excessive or cost prohibitive? Are any unusual or ongoing costs likely?

Liability and Safety
• Is any aspect of the work a potential safety hazard?
• Does the work or any portion of the work require a professional seal (structural engineer, electrical engineer, etc.)?
• Will fencing or other types of security measures be required?

RECOMMENDED BY:

____ _________________
Department Head/Council Committee (if applicable) **Date**

APPROVED BY:

____ _________________
City Administrator **Date**

____ _________________
City Council (if applicable) **Date**

Memorandum

To: Mike Geisel, City Administrator

From: Wayne Dunker, Director of Parks, Recreation & Arts Wayne Dunker

Date: 7/17/2025

Subject: Synergism – Artwork opportunity

On June 12th, you forwarded me an email from Meredith McKinley (public art consultant) regarding an exciting art opportunity to receive a donated sculpture from the new owners of the US Bank building in downtown St. Louis, across the street from the St. Louis Convention Center. The sculpture titled “Synergism” is a magnificent mirrored finish stainless-steel piece constructed in Chesterfield forty-nine years ago at the Scopia Studio by world renowned artists Saunders Schultz and William Severson. The fact that such a well known and unique sculpture was constructed in Chesterfield was intriguing, so I asked staff to investigate the opportunity.

To summarize, the new office building owners are willing to donate the sculpture on the premise that the City of Chesterfield would pay to remove, relocate, and restore the sculpture. Meredith McKinley enlisted help from Bryce Robinson of Bigger Context LLC (and Lohmeyer Sculpture Park) due to his expertise in large scale sculpture installation, conservation, and fabrication. Bryce did some research and found only one company in the greater St. Louis region (BLA Studios) that has the knowledge and expertise of working with mirror finished stainless steel and that has the ability of removing and relocating the large sculpture. Dave Blum from BLA Studios has provided his attached estimate of $75.878.00, which includes a 10% contingency for any unforeseen costs. Not included in the BLA estimate is a $3,000 engineering services fee for the design of a concrete pier base as well as the engineering drawings for the pier base, which will be paid directly to the engineering firm. Total cost including contingency and pier base engineering drawings is $78,878.00. Unofficial estimates of appraised value for the “Synergism” sculpture is approximately $500,000.

If accepted, staff are proposing the sculpture be placed within the roundabout at Park Circle Drive near Central Park. Staff feel it would be an amazing addition to this entry into Central Park. At this location the sculpture could be viewed from all around the park, Chesterfield Parkway, and the future Downtown Chesterfield project. This is a “WOW sculpture” and deserves a high-profile location. Parks and Public Works staff have reviewed the potential site, and it appears the location would be suitable for the sculpture (and base/pier) without any issues.

On July 10th, staff presented the artwork opportunity to the Parks, Recreation, and Arts Citizens Advisory Committee and the opportunity was met with enthusiasm. When asked for a vote of recommendation to move the artwork opportunity forward to the Parks Committee on Council, all yays were received with one member abstaining. Staff are thrilled about this opportunity and are advocating the acceptance of this sculpture into the City of Chesterfield's art collection.

I recommend that this item be forwarded to the Full City Council to authorize the acquisition and repair of the artwork, funded by a budget amendment transferring $80,000 from the Parks Fund, Fund Reserve.

Please forward to the PR&A Committee for further review and their recommendation to the full City Council. This is an exciting opportunity to expand the City's art collection by acquiring Synergism.

2025-7-18

ESTIMATE

BLA studios LLC
4200 N 2nd St
Saint Louis, MO 63147-3307

payus@BLAstudios.com
+1 (618) 610-5125
http://www.BLAstudios.com

Bill to
Jason Baucom
City of Chesterfield
690 Chesterfield Parkway, West
Chesterfield, Missouri 63017

Ship to
Jason Baucom
City of Chesterfield
690 Chesterfield Parkway, West
Chesterfield, Missouri 63017

Estimate details
Estimate no.: 1044
Estimate date: 07/17/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Set up cost**	Crane and trucking services from CUSTOM SERVICE CRANE INC. 50 ton truck crane picking Sculpture at current location and placing on a semi truck with drop deck trailer for transportation to BLA Studios shop. Transportation of 50 ton truck crane to BLA Studios shop and unloading of Sculpture. Possible Saturday road closure permit depending on St. Louis city availability	1	$8,990.00	$8,990.00
2.		**Metal Fabrication**	Day of transportation, assistance, such as cutting sculpture from its existing base and possible reinforcement of sculpture for successful crane picking, transportation, and unloading	16	$100.00	$1,600.00
3.		**Metal Fabrication**	Fabrication of large custom cart for moving the sculpture around at the BLA Studios shop and yard as well as safe location for the crane to place the sculpture	50	$100.00	$5,000.00
4.		**Design**	Create templates in CAD files for CNC cutting of all surface repair pieces in any necessary. Structural pieces.	24	$100.00	$2,400.00
5.		**Building Materials**	8X 4‘ x 10‘ 11 gauge 304 stainless steel sheets with #8 mirror polish at $875 each +10% handling=$962.50 each.	8	$962.50	$7,700.00

		Price may fluctuate depending on time of purchase.			
6.	**Building Materials**	Steel stock for replacement of Sculpture interior mild steel and stainless steel structure as needed	1	$1,000.00	$1,000.00
7.	**Metal Fabrication**	Precision cut out and removal of damaged panels, and areas of sculpture	36	$100.00	$3,600.00
8.	**Metal Fabrication**	CNC plasma cut of all replacement parts and panels	8	$100.00	$800.00
9.	**Metal Fabrication**	TIG welding of all mirrored stainless steel replacement panels and mild steel structure pieces as needed	50	$100.00	$5,000.00
10.	**Metal Fabrication**	Precision, grinding, and sanding of all exterior welds to prep for polishing	40	$100.00	$4,000.00
11.	**Metal Fabrication**	Precision polishing of all sculpture surfaces to match repair surfaces	80	$100.00	$8,000.00
12.	**Consumable Materials**	All necessary consumables such as welding wire, shielding, gas, grinding disc, polishing, wheels, cutting discs, polishing, compound, etc.…	1	$1,000.00	$1,000.00
13.	**Installation**	Engineering services for the design of the reinforced custom concrete pier in Chesterfield Circle, Drive that will receive the sculpture as well as stamped engineer drawings $3000 paid by chesterfield	1	$0.00	$0.00
14.	**Concrete Fabrication**	construction custom concrete pier in Chesterfield main Circle, Drive to engineer stamped drawings specifications including all excavation, forms, concrete, and rebar	1	$8,500.00	$8,500.00
15.	**Installation**	Crane and trucking services from CUSTOM SERVICE CRANE INC. 50 ton truck crane picking Sculpture at BLA Studios shop and placing it on drop deck semi truck. Transportation of Sculpture and 50 ton truck crane to Chesterfield Main Circle drive. Use a 50 ton truck crane to pick and place Sculpture on custom built pier in Chesterfield Main Circle, Drive.	1	$8,990.00	$8,990.00
16.	**Installation**	Day of install assistance, such as final welding of sculpture on to custom built pier as well as any necessary touchups or polishing necessary after crane pack, and transportation	24	$100.00	$2,400.00

17.	**General Hours**	10% Contingency reserve. Only to be billed if necessary. General allowance for unanticipated issues and unforeseen costs that may occur in the Fabrication transportation, repair and reinstallation of a large public sculpture.	1	$6,898.00	$6,898.00

Total **$75,878.00**

Note to customer

We are more than happy to come and speak to the board about any questions they might have about the specifics of our estimate for this project. Once an agreement is made we will send over an official contract for you to review and sign.

Thank you so much for the opportunity to work on this incredible project. We are looking forward to working with you.

Accepted date **Accepted by**

SSC Engineering, Inc.
18207 Edison Avenue ▪ Chesterfield, MO
(636) 530-7770 ▪ (636) 530-7877 *(fax)*

July 16, 2025

Mr. David Blum
BLA Studios
12548 Ware Rd
De Soto, MO 63020

RE: Sculpture Relocation
Downton St. Louis to Chesterfield
Chesterfield, MO 63005
Sculpture Anchorage – Consulting Proposal

Dear David,

SSC is pleased to submit the following Structural Consulting services proposal for your consideration. The fee is based on the design scope below.

Scope:

1. The scope consists of providing anchorage details for (1) sculpture placed around in the round-about located off Main Circle Drive in Chesterfield, MO. Currently, the sculpture is in downtown St. Louis, just outside the US Bank in a plaza.
   a. SSC to observe existing mounting detail at the current US Bank Plaza during removal.
   b. SSC to observe construction of main support steel during sculpture renovation.
   c. SSC to design and detail new foundation and anchorage for Chesterfield location.
2. SSC will provide signed and sealed calculations and anchorage detail for bidding and permit as required. Proposal includes responding to City comments.

Exclusions:

1. Cost estimating.
2. Value engineering or design alternatives.
3. Unforeseen conditions.

Schedule:

SSC can provide the calculations and anchorage details within (2) weeks of a signed proposal and observation of existing conditions listed above.

Compensation:

- Structural consulting services for a fixed fee as outlined above:
  - Three Thousand Dollars (**$3,000.00)**
- Our standard hourly rates are:

Principal:	$195	Sr. Engineer:	$175	Engineer:	$135
Designer:	$110	CAD:	$85	Clerical:	$75

Terms:

- Terms will be in accordance per attached. Notice to proceed is acceptance to terms.
- Client agrees to pay interest to SSC on all amounts invoiced and not paid or objected to in writing for valid cause, within fifteen (15) days from date Client is paid by the client at the rate of one (1.0) percent per month, until paid.
- If client makes payments with a credit card, client will be charged a 3.5% transaction fee.
- Proposal is valid for 30 days

Please let us know if this proposal is acceptable to you.

Thank you for the opportunity!

Sincerely,

Richard Kwiatkowski

Richard Kwiatkowski, PE
Principal

Proposal Accepted By: ______________________________

Date: ______________________________

Photo of Sculpture

Terms & Conditions – Professional Services Agreement

Scope of Service: The Client and the Consultant have agreed to a list of services the Consultant will provide to the Client, set forth in this agreement. If agreed to in writing by the Client and the Consultant, the Consultant shall provide Additional Services, which shall be identified in this agreement. Additional Services are not included as part of the Scope of Services and shall be paid for by the Client in addition to payment for the services included. Payment for Additional Services will be made by the Client, in accordance with the Consultant's prevailing fee schedule, as provided for earlier. Any services not set forth in this agreement are specifically excluded and consultant assumes no responsibility for those services.

Code Compliance: The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Service provisions of this Agreement.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Certification/Guarantee & Warranty: The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants 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.

Construction Observation: The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. If the dispute or any issues remain unresolved after good faith mediation by both parties, the parties agree to attempt resolution by submitting the matter to a court of competent jurisdiction

Indemnification: The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Information Provided by Others: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Unauthorized Changes to Plans: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

Timeliness of Performance: The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Standard of Care: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the Consultant's total fee for services rendered on this Project. Upon written request from client, consultant may negotiate a higher limitation for additional consideration. This limitation shall apply regardless of available professional liability insurance coverage, cause(s) or the theory of liability, including negligence, indemnity, or other recovery. This limitation shall not apply to the extent the damage is paid under consultant’s commercial general liability policy.

Ownership of Instruments of Service: The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final construction documents prepared under this Agreement. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

CITY OF CHESTERFIELD
PARKS, RECREATION & ARTS

Memorandum

To: Mike Geisel, City Administrator

From: Jason Baucom, Superintendent of Arts & Entertainment

Date: 4/25/2025

Subject: Location - Sculpture on the Move

On April 9th the Parks, Recreation, and Arts Advisory Committee held their meeting at City Hall. Present on the agenda was the recommended location for the chosen/approved 2025 Sculpture on the Move, "To Bee, or Not To Bee". The Committee was presented with a recommendation by staff to locate the new sculpture to Eberwein Park and replace the outgoing sculpture on the move "Bird" on the same pad along the new walking path. Staff feels like this location provides an ideal setting for the sculpture with great visibility in a natural setting that allows visitors to appreciate the artwork, while also contributing to their park experience. Chairman Foxman was asked by Darcy Capstick to also propose/consider City Hall as an alternative sculpture location, due to the city's support of pollinators. After a short discussion, PRAAC voted 6-4 in support of the Eberwein Park location.

Staff recommends to move PRAAC's location selection of Eberwein Park for approval by the Parks Committee on Council for the 6/16 meeting. If approved by all voting parties then staff will coordinate with Parks staff on an appropriate installation date.

Please let me know if you have any questions or require additional information.

"To Bee, or Not To Bee" by Alexander Mendez
Dimensions: 5′ x 2′ x 6′
Medium: Stainless Steel
Maintenance: None
Price: $5,200
From: Indiana
Description: An abstracted bumblebee in flight.
Additional Notes: All sculptures can be installed by the artist without assistance.
Sculptures can be bolted or welded in spot.

CITY OF CHESTERFIELD
PARKS, RECREATION & ARTS

From: Jason Baucom, Supt. of Arts & Entertainment

Date: 04/01/2025

Subject: Recommended Location - CCA Sculpture on the Move

Statement of Purpose: To present the Arts & Entertainment (A&E) division's recommendation for the location of the Creative Community Alliance (CCA) Sculpture on the Move selection for the 2025-2027 loan period. The goal of this memo is to have our recommended location approved by the Parks, Recreation & Arts Citizens Advisory Committee and then proceed to the Parks Committee on Council.

On March 4th, the A&E division attended the CCA Art Draft, representing the City of Chesterfield, to secure our second choice of "To Bee, or Not To Bee" by Alexander Mendez. After careful consideration, we have determined that Eberwein Park is the most suitable for both the artwork and the surrounding environment. The proposed site is currently occupied by the 2023 Sculpture on the Move selection, "Bird" (see image below), which will be removed this upcoming May. This location provides an ideal setting for this sculpture due to its central visibility, accessibility, and integration with existing park features that can be enjoyed by local residents and visitors, while minimizing any potential disruptions to the park's natural spaces and existing amenities. It has been determined that no other alternative site within Chesterfield Parks provides the same balance of visibility, accessibility, and preservation.

We respectfully request your approval to proceed with this site selection, which we believe will enrich our community's cultural landscape.


Eberwein
Dog Park
(Membership
Required)
Eberwein Park

CITY OF
CHESTERFIELD
PARKS, RECREATION & ARTS

Memorandum

To: Mike Geisel, City Administrator

From: Wayne Dunker, Director of Parks, Recreation & Arts

Date: 7/25/25

Subject: Sculpture on the Move Location - Recommendation

At the June 16 PRA Committee of Council meeting, the Committee made a recommendation to place the sculpture To Bee or Not To Bee in Eberwein Park. A voice vote was taken, and the motion was passed with a 3-1 vote.

The new sculpture will replace the outgoing sculpture “Bird” on the same pad along the new walking trail.

Staff recommend moving PRA Committee of Council’s location recommendation of Eberwein Park for approval to full City Council at the August 4, 2025 City Council meeting.

Memorandum

To: Mike Geisel, City Administrator

From: Jason Baucom, Superintendent of Arts & Entertainment

Date: 4/25/2025

Subject: Location - Sculpture on the Move

On April 9th the Parks, Recreation, and Arts Advisory Committee held their meeting at City Hall. Present on the agenda was the recommended location for the chosen/approved 2025 Sculpture on the Move, "To Bee, or Not To Bee". The Committee was presented with a recommendation by staff to locate the new sculpture to Eberwein Park and replace the outgoing sculpture on the move "Bird" on the same pad along the new walking path. Staff feels like this location provides an ideal setting for the sculpture with great visibility in a natural setting that allows visitors to appreciate the artwork, while also contributing to their park experience. Chairman Foxman was asked by Darcy Capstick to also propose/consider City Hall as an alternative sculpture location, due to the city's support of pollinators. After a short discussion, PRAAC voted 6-4 in support of the Eberwein Park location.

Staff recommends to move PRAAC's location selection of Eberwein Park for approval by the Parks Committee on Council for the 6/16 meeting. If approved by all voting parties then staff will coordinate with Parks staff on an appropriate installation date.

Please let me know if you have any questions or require additional information.

"To Bee, or Not To Bee" by Alexander Mendez
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From: Jason Baucom, Supt. of Arts & Entertainment

Date: 04/01/2025

Subject: Recommended Location - CCA Sculpture on the Move

Statement of Purpose: To present the Arts & Entertainment (A&E) division's recommendation for the location of the Creative Community Alliance (CCA) Sculpture on the Move selection for the 2025-2027 loan period. The goal of this memo is to have our recommended location approved by the Parks, Recreation & Arts Citizens Advisory Committee and then proceed to the Parks Committee on Council.

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We respectfully request your approval to proceed with this site selection, which we believe will enrich our community's cultural landscape.


Eberwein Dog Park (Membership Required)
Eberwein Park

BILL NO. ________ **ORDINANCE NO. __________**

AN ORDINANCE AMENDING CHAPTER 21, SECTION 21-78 OF THE CHESTERFIELD CITY CODE RELATING TO SOCIAL HOSTING AND UNRULY GATHERINGS.

WHEREAS, there has been on occasions groups of underage people gathering on or near private property; and

WHEREAS, groups of underage people have been served alcohol at parties on private property by hosts or other persons responsible for the private property; and

WHEREAS, underage drinking, drunk driving, excessive noise, vandalism, littering, fighting, public drunkenness and the blocking of public and private streets has occurred in these areas; and

WHEREAS, there exists the need to prohibit the hosting of loud and unruly parties where underage drinking occurs and hold the parties responsible for allowing these parties to take place to be fined and be assessed the costs of the City incurred in enforcing this ordinance.

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

SECTION1: DEFINITIONS

For the purposes of this Article, the following definitions shall apply:

Alcoholic Beverage: A liquor or brew containing alcohol as the active agent.

Controlled Substances: A drug or chemical substance whose possession and use are controlled by law.

Controlled Substance Act: Chapter 195, RSMo. In effect upon the passage of this Section.

Juvenile: Any person under ~~seventeen (17)~~ eighteen (18) years of age.

Loud or Unruly Gathering: A party or gathering of five (5) or more persons at or on a residence or other private property upon which loud or unruly conduct occurs. Such loud or unruly conduct includes but is not limited to:

A. Excessive noise:

B. Excessive and/or restrictive traffic

C. Obstruction of public streets, or crowds which have spilled onto public streets;

D. Public drunkenness, unlawful public consumption or possession of alcohol or alcoholic beverages by underage persons;

E. Service to, or consumption of, alcohol or alcoholic beverages by any underage person, except as permitted by City Code, State law or Missouri Constitution;

F. Assaults, batteries, fights, domestic violence or other disturbances of the peace;

G. Vandalism;

H. Litter; and

I. Any other conduct which constitutes a threat to public health, safety, quiet enjoyment of residential property or general welfare

<u>SECTION 2</u>: ALLOWING PARTY INVOLVING UNDERAGE DRINKERS PROHIBITED

<u>Person Responsible for The Event</u>: The person who owns the property where the party, gathering, or event takes place and/or the person in charge of the premises and/or the person who organized the event. If the person responsible for the event is a minor, then the parents or guardians of that minor will be jointly and severally liable for the costs incurred for police services regardless of their presence at the event.

<u>Response Costs</u>: The costs associated with responses by law enforcement, fire and other emergency response providers to loud or unruly gatherings including, but not limited to:

A. Salaries and benefits of law enforcement, fire or other emergency response personnel for the amount of time spent responding to, remaining at or otherwise dealing with loud or unruly gatherings and the administrative costs attributable to such response(s).

B. The cost of any medical treatment to or for any law enforcement, fire or other emergency response personnel injured responding to, remaining at or leaving the scene of a loud or unruly gathering.

Responsible Person: A person or persons with a right of possession in the residence or other private property on which a loud or unruly gathering is conducted including, but not limited to:

A. A responsible person of the residence or other private property;

B. A tenant or lessee of the residence or other private property;

C. The person(s) in charge of the residence or other private property; and

D. The person(s) who organizes, supervises, officiates, conducts or controls the gathering or any other person(s) accepting responsibility for such a gathering.

   In cases where a person under the age of 21 hosts a party, the responsible person of the property will be held accountable regardless of their presence at the party to include the responsible person being away from the residence or out of town.

   If a responsible person for the gathering is a juvenile, then the parents or guardians of that juvenile and the juvenile will be jointly and severally liable for the response costs incurred pursuant to this Article. To incur liability for response costs imposed by this Article, the responsible person for the loud or unruly gathering need not be present at such gathering resulting in the response giving rise to the imposition of response costs. This Article therefore imposes vicarious as well as direct liability upon a responsible person, regardless of their presence or absence at the event.

Underage Person: Any person under twenty-one (21) years of age.

SECTION 3: RESPONSIBILITY FOR PROPER MANAGEMENT OF PROPERTY

Every responsible person, occupant, lessee or holder of any possessory interest of a residence or other private property within the City of Chesterfield is required to maintain, manage and supervise the property and all persons thereon in a manner so as not to violate the provisions of this Article. This shall include Adults, with persons under the age of 21 living within their residence, whether or not that adult is present during the party or other illegal activity.

SECTION 4: VIOLATIONS AND PENALITIES

A. It shall be unlawful for any responsible person to allow, permit or host a loud or unruly gathering at a residence or other private property.

Such gathering may be abated by an order of a Police Officer directing the host or other responsible person to cause all persons in or on said premises who are not lawful residents thereof to disperse not more that fifteen (15) minutes after the host or other responsible person receives an order to do so issued by a Police Officer.

Whenever adult having control of the residence or premises is present at that residence or premises at the time an underage person obtains, possesses, or consumes any alcoholic beverage or controlled substance, it shall be prima facie evidence that such an adult had the knowledge or should have had the knowledge that the underage person obtained, possessed or consumed an alcoholic beverage or controlled substance at the gathering. An adult responsible person allowing a person under the age of 21 to host a party, regardless of whether the adult is present in or out of town shall be held mutually responsible.

No responsible person shall allow a loud or unruly gathering to take place or continue at said residence or premises if an underage person at the party obtains, possesses or consumes any alcoholic beverages or controlled substances and the responsible person knows or reasonably should know that the underage person has obtained, possesses or is consuming alcoholic beverages or controlled substances at the gathering.

B. Fines: A fine may be imposed up to the maximum amount provided for within the Chesterfield Code for any violation of this Article.

C. The fines imposed pursuant to Subsection (B) are in addition to any response costs that may be assessed pursuant to this Article.

SECTION 5

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

PASSED AND APPROVED THIS ____________ DAY OF ______________, 2025.

_______________________________ _________________________

PRESIDING OFFICER Dan Hurt, MAYOR

ATTEST:

____
Vickie McGownd, CITY CLERK

FIRST READING HELD: ______________________________

Chesterfield Police Memorandum

Date: April 7, 2025

To: Chief Funkhouser

From: Detective Kevin Restivo, DSN 338 KR 338 J.B. 218

RE: Social Host Ordinance Revision

The Alliance for Healthy Communities reached out to me and asked me to review our Social Hosting Ordinance (210.2480). They wanted me to review this because prom and graduation season are upon us. While reviewing the ordinance, I noticed the verbiage regarding juveniles was incorrect. The current ordinance says a juvenile is any person under the age of 17. In Missouri, the age of a juvenile is anyone under the age of 18.

I have attached a copy of the current ordinance with the requested revision.

forwarded Mac

To Be forwarded to P.H.&S. Committee for approval → forward to City Council

Chapter 210. Offenses

Article XV. Miscellaneous Offenses

Section 210.2480. Social Hosting Of Underage Drinking And Loud And Unruly Gatherings.

[CC 1990 § 21-78; Ord. No. 2708, 7-16-2012]

A.

Definitions. For the purposes of this Article, the following definitions shall apply:

ALCOHOLIC BEVERAGE

A liquor or brew containing alcohol as the active agent.

CONTROLLED SUBSTANCE ACT

Chapter 195, RSMo. in effect upon the passage of this Section.

CONTROLLED SUBSTANCES

A drug or chemical substance whose possession and use are controlled by law.

JUVENILE

~~Any person under seventeen (17) years of age.~~

Any person under eighteen (18) years of age.

LOUD OR UNRULY GATHERING

A party or gathering of five (5) or more persons at or on a residence or other private property upon which loud or unruly conduct occurs. Such loud or unruly conduct includes but is not limited to:

a.

Excessive noise;

b.

Excessive and/or restrictive traffic;

c.

Obstruction of public streets, or crowds which have spilled onto public streets;

d.

Public drunkenness, unlawful public consumption or possession of alcohol or alcoholic beverages by underage persons;

e.

Service to, or consumption of, alcohol or alcoholic beverages by any underage person, except as permitted by City Code, State law or Missouri Constitution;

f.

Assaults, batteries, fights, domestic violence or other disturbances of the peace;

g.

Vandalism;

h.

Litter; and

i.

Any other conduct which constitutes a threat to public health, safety, quiet enjoyment of residential property or general welfare.

B.

Allowing Party Involving Underage Drinkers Prohibited.

1.

Person Responsible For The Event. The person who owns the property where the party, gathering, or event takes place and/or the person in charge of the premises and/or the person who organized the event. If the person responsible for the event is a minor, then the parents or guardians of that minor will be jointly and severally liable for the costs incurred for police services regardless of their presence at the event.

2.

Response Costs. The costs associated with responses by law enforcement, fire and other emergency response providers to loud or unruly gatherings, including, but not limited to:

a.

Salaries and benefits of law enforcement, fire or other emergency response personnel for the amount of time spent responding to, remaining at or otherwise dealing with loud or unruly gatherings and the administrative costs attributable to such response(s).

b.

The cost of any medical treatment to or for any law enforcement, fire or other emergency response personnel injured responding to, remaining at or leaving the scene of a loud or unruly gathering.

3.

Responsible Person:

a.

A person or persons with a right of possession in the residence or other private property on which a loud or unruly gathering is conducted, including, but not limited to:

(1)

A responsible person of the residence or other private property;

(2)

A tenant or lessee of the residence or other private property;

(3)

The person(s) in charge of the residence or other private property; and

(4)

The person(s) who organizes, supervises, officiates, conducts or controls the gathering or any other person(s) accepting responsibility for such a gathering.

b.

In cases where a person under the age of twenty-one (21) hosts a party, the responsible person of the property will be held accountable regardless of their presence at the party to include the responsible person being away from the residence or out of town.

c.

If a responsible person for the gathering is a juvenile, then the parents or guardians of that juvenile and the juvenile will be jointly and severally liable for the response costs incurred pursuant to this Article. To incur liability for response costs imposed by this Article, the responsible person for the loud or unruly gathering need not be present at such gathering resulting in the response giving rise to the imposition of response costs. This Article therefore imposes vicarious as well as direct liability upon a responsible person, regardless of their presence or absence at the event.

4.

Underage Person. Any person under twenty-one (21) years of age.

C.

Responsibility For Proper Management Of Property. Every responsible person, occupant, lessee or holder of any possessory interest of a residence or other private property within the City of Chesterfield is required to maintain, manage and supervise the property and all persons thereon in a manner so as not to violate, the provisions of this Article. This shall include Adults, with persons under the age of twenty-one (21) living within their residence, whether or not that adult is present during the party or other illegal activity.

D.

Violations And Penalties.

1.

Violations.

a.

It shall be unlawful for any responsible person to allow, permit or host a loud or unruly gathering at a residence or other private property. Such gathering may be abated by an order of a Police Officer directing the host or other responsible person to cause all persons in or on said premises who are not lawful residents thereof to disperse not more than fifteen (15) minutes after the host or other responsible person receives an order to do so issued by a Police Officer.

b.

Whenever an adult having control of the residence or premises is present at that residence or premises at the time an underage person obtains, possesses, or consumes any alcoholic beverage or controlled substance, it shall be prima facie evidence that such an adult had the knowledge or should have had the knowledge that the underage person obtained, possessed or consumed an alcoholic beverage or controlled substance at the gathering. An adult responsible person allowing a person under the age of twenty-one (21) to host a party, regardless of whether the adult is present in or out of town shall be held mutually responsible.

c.

No responsible person shall allow a loud or unruly gathering to take place or continue at said residence or premises if an underage person at the party obtains, possesses or consumes any alcoholic beverages or controlled substances and the responsible person knows or reasonably should know that the underage person has obtained, possesses or is consuming alcoholic beverages or controlled substances at the gathering.

2.

Fines. A fine may be imposed up to the maximum amount provided for within the Chesterfield Code for any violation of this Article.

3.

The fines imposed pursuant to Subsection (B) are in addition to any response costs that may be assessed pursuant to this Article.

BILL NO. 2888 ORDINANCE NO. 2708

AN ORDINANCE ADDING SECTION 21-78 TO CHAPTER 21-OFFENSES AGAINT PUBLIC PEACE OF THE CHESTERFIELD CITY CODE RELATING TO THE SOCIAL HOSTING OF UNDERAGE DRINKING AND LOUD AND UNRULY GATHERINGS

WHEREAS, there has been on occasions groups of underage people gathering on or near private property; and

WHEREAS, groups of underage people have been served alcohol at parties on private property by hosts or other persons responsible for the private property; and

WHEREAS, underage drinking, drunk driving, excessive noise, vandalism, littering, fighting, public drunkenness and the blocking of public and private streets has occurred in these areas; and

WHEREAS, there exists the need to prohibit the hosting of loud and unruly parties where underage drinking occurs and hold the parties responsible for allowing these parties to take place to be fined and be assessed the costs of the City incurred in enforcing this ordinance.

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

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Controlled Substances: A drug or chemical substance whose possession and use are controlled by law.

Controlled Substance Act: Chapter 195, RSMo. in effect upon the passage of this Section.

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C. Obstruction of public streets, or crowds which have spilled onto public streets;

D. Public drunkenness, unlawful public consumption or possession of alcohol or alcoholic beverages by underage persons;

E. Service to, or consumption of, alcohol or alcoholic beverages by any underage person, except as permitted by City Code, State law or Missouri Constitution;

F. Assaults, batteries, fights, domestic violence or other disturbances of the peace;

G. Vandalism;

H. Litter; and

I. Any other conduct which constitutes a threat to public health, safety, quiet enjoyment of residential property or general welfare

SECTION 2: ALLOWING PARTY INVOLVING UNDERAGE DRINKERS PROHIBITED

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A. A responsible person of the residence or other private property;

B. A tenant or lessee of the residence or other private property;

C. The person(s) in charge of the residence or other private property; and

D. The person(s) who organizes, supervises, officiates, conducts or controls the gathering or any other person(s) accepting responsibility for such a gathering.

In cases where a person under the age of 21 hosts a party, the responsible person of the property will be held accountable regardless of their presence at the party to include the responsible person being away from the residence or out of town

If a responsible person for the gathering is a juvenile, then the parents or guardians of that juvenile and the juvenile will be jointly and severally liable for the response costs incurred pursuant to this Article. To incur liability for response costs imposed by this Article, the responsible person for the loud or unruly gathering need not be present at such gathering resulting in the response giving rise to the imposition of response costs. This Article therefore imposes vicarious as well as direct liability upon a responsible person, regardless of their presence or absence at the event.

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SECTION 4: VIOLATIONS AND PENALTIES

A. It shall be unlawful for any responsible person to allow, permit or host a loud or unruly gathering at a residence or other private property. Such gathering may be abated by an order of a Police Officer directing the host or other responsible person to cause all persons in or on said premises who are not lawful residents thereof to disperse not more than fifteen (15) minutes after the host or other responsible person receives an order to do so issued by a Police Officer.

Whenever an adult having control of the residence or premises is present at that residence or premises at the time an underage person obtains, possesses, or consumes any alcoholic beverage or controlled substance, it shall be prima facie evidence that such an adult had the knowledge or should have had the knowledge that the underage person obtained, possessed or consumed an alcoholic beverage or controlled substance at the gathering. An adult responsible person allowing a person under the age of 21 to host a party, regardless of whether the adult is present in or out of town shall be held mutually responsible.

No responsible person shall allow a loud or unruly gathering to take place or continue at said residence or premises if an underage person at the party obtains, possesses or consumes any alcoholic beverages or controlled substances and the responsible person knows or reasonably should know that the underage person has obtained, possesses or is consuming alcoholic beverages or controlled substances at the gathering.

B. Fines: A fine may be imposed up to the maximum amount provided for within the Chesterfield Code for any violation of this Article.

C. The fines imposed pursuant to Subsection (B) are in addition to any response costs that may be assessed pursuant to this Article.

SECTION 5

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

Passed and approved this 16th day of July, 2012.

Bruce Geiger

MAYOR

ATTEST:

Judith A. Naggiar

CITY CLERK

FIRST READING HELD: 6/18/12

TO: **Michael O. Geisel, P.E.**
City Administrator

FROM: **Elliot Brown,**
Assistant City Administrator

Date: **July 11, 2025**

RE: **Draft Ordinance Updating Chapter 500 Article II Related To Minimum Standards Of Maintenance**

CITY OF CHESTERFIELD MISSOURI

Attached is a draft ordinance amending the City's Minimum Exterior Standards Code to allow Code Enforcement to pursue a summons after a Notice of Violation is ignored, without first requiring a hearing officer's order. The draft ordinance was reviewed by the Public Health and Safety Committee on June 18, 2025.

This revision mirrors the process currently outlined in the City's Nuisance Code. Since Code Enforcement is responsible for enforcing both sections of code, it is important that the procedures align.

Section 1 updates terminology to refer to a "Violation Notice" rather than a "summons," clarifying that the Court issues the summons while Code Enforcement initiates the process. This technical correction does not alter current enforcement procedures.

Sections 3 and 4 have been removed for consistency with the Nuisance Code, as reimbursement and due process provisions are more appropriately handled through the hearing officer process. Section 5 has also been removed; while state law grants a one-year window for repeat nuisance violations, the City retains similar authority for minimum exterior standards.

Recommendation:

Staff recommends approval of the attached draft ordinance with the unanimous concurrence of the Public Health and Safety Committee.

BILL NO._________ **ORDINANCE NO. _________**

AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI, AMENDING CHAPTER 500 ARTICLE II RELATED TO MINIMUM STANDARDS OF MAINTENANCE FOR BUILDINGS AND STRUCTURES WITHIN THE CITY.

WHEREAS, the City has previously adopted Chapter 500 Article II setting forth certain minimum standards of maintenance for buildings and structures within the City for purposes of preventing blight and protecting the general health, safety, and welfare; and,

WHEREAS, Chapter 500 Article II has not been updated in more than two decades and the City's staff have identified several Sections of Article II that require updates to improve administration of Article II's provisions; and,

WHEREAS, Chapter 500 Article II currently requires the City's code enforcement officers to go through an administrative hearing process to determine that a building or structure is not in compliance with Article II before a summons can be issued for municipal court; and,

WHEREAS, the City's Code sections related to nuisance abatement permit the City's code enforcement officers to pursue violations of the City's nuisance abatement code through both municipal court and administrative processes simultaneously; and,

WHEREAS, the City finds that updating Chapter 500 Article II to more closely align with the processes set forth for nuisance abatement in Chapter 215 Article I will result in greater efficiency and more expedient resolutions of violations of the City's minimum standards of maintenance; and,

WHEREAS, the City finds these updated minimum property maintenance standards to be in the best interest of the general health, safety, and welfare.

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

Section I: Section 500.200 of the City of Chesterfield Municipal Code shall be amended as follows with language to be added underlined and language to be deleted ~~stricken~~:

Section 500.200 **Summons.**

A. Upon neglect or failure to act upon a notice of violation within the time set forth in the notice of violation ~~the order of the hearing officer~~, the City ~~shall~~ may issue a summons as follows:

1. Summons, Service Of. If a notice is given as provided in Section 500.170, and if after the time for removal or abatement has lapsed the property is reinspected and the Inspecting Officer finds and determines that the violation has not been removed or abated, the Inspecting Officer may fill out and sign as the complainant a complaint and information form, hereinafter referred to as a ~~summons~~ Violation Notice, directed to the same individuals as set forth in Section 500.170 and delivered in the same manner as set forth in Section 500.170 and specifying the Section of the Article which is being violated and setting forth in general the nature of the violation. The ~~summons~~ Violation Notice shall contain a date on which the case will be on the Municipal Court docket for hearing. The City Prosecuting Attorney or Assistant City Prosecuting Attorney will review and may approve the ~~summons~~ Violation Notice and then shall sign the original copy of ~~all such~~ ~~summons~~ the Violation Notice, and the original thereof shall be forwarded to the Clerk of the Municipal Court for inclusion on the court's docket for the date shown on the ~~summons~~ Violation Notice.

2. Abatement By City — Costs Assessed To Person Responsible. If the condition violating this Article is not corrected, after the occupant, owner or person in charge of property for which a warning notice has been given to remove or abate a violation fails to remove or abate the violation in the time specified in the notice, whether residential or non-residential, then the City may remove the same and thereby abate the violation and, if necessary, may lawfully enter upon the property on which the violation remains unabated to remove or abate such violation at the costs of the person or persons responsible for creating or maintaining the violation or by any persons as defined in Section 500.120.

3. Payment Of Costs — Special Tax Bill Or Judgment. All costs and expenses incurred by the City in removing or abating any violation on any residential or non-residential property may be assessed against the property in the form of a special tax bill, which special tax bill shall become a lien on the property. ~~Alternatively, the cost of removing or abating the violation may be made a part of the judgment by the Municipal Judge, in addition to any other penalties and costs imposed, if the person charged either pleads guilty or is found guilty of causing, creating or maintaining a violation on residential or non-residential property.~~

~~4. Warning Notice, First Offense. In all cases where the violation on residential or non-residential property is the first offense of the specified Article violation for the persons charged therewith, the notice provisions of Section 500.170 shall be observed.~~

~~5. Warning Notice, Subsequent Offenses. In all cases where the violation on residential or non-residential property is a repeat or continued offense on~~

~~such property, the notice provisions of Section 500.170 need not be observed.~~

__Section II:__ This ordinance shall be codified within the Municipal Code of the City of Chesterfield.

__Section III:__ This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this_____day of____________________, 2025.

______________________________	______________________________
Presiding Officer	Dan Hurt, Mayor

ATTEST:

____

Vickie McGownd, City Clerk

FIRST READING HELD:

CITY OF CHESTERFIELD MISSOURI

MEMORANDUM

DATE: July 25, 2025

TO: Mike Geisel
City Administrator

FROM: Denise Pozniak, Business Assistance Coordinator

SUBJECT: **LIQUOR LICENSE REQUEST – Blue Agave Cocina Y Margaritas**

Blue Agave… has requested a new liquor license for retail sale of all kinds of intoxicating liquor for consumption on the premise, and Sunday sales of intoxicating liquor.

Business description: New Mexican restaurant that purchased El Maguey. Serving bold, creative dishes that blend Mexico's rich culinary heritage with fresh locally sources ingredients. Crafted cocktails and fun atmosphere.

There are no known outstanding municipal violations at this location:
104 Chesterfield Towne Center

Abelino Plascencia Romo is the managing officer.

This application was reviewed and approved by both the Police Department and the Department of Planning.

With City Council approval at the Monday August 4, 2025 city council meeting, I will immediately issue this license.

BILL NO. __________ **ORDINANCE NO.____________**

AN ORDINANCE RE-ADOPTING THE PROCEDURE ESTABLISHED IN ORDINANCE NO. 605 OF THE CITY OF CHESTERFIELD AS THE PROCEDURE FOR DISCLOSURE OF CONFLICTS FOR CERTAIN MUNICIPAL OFFICIALS.

WHEREAS, Missouri Statute 105.485 authorizes the City of Chesterfield to adopt an ordinance which establishes its own method of disclosing potential conflicts of interest; and,

WHEREAS, without such an ordinance, each official, officer or employee of the City, and each candidate for office shall be required to file a financial interest statement with the Missouri Ethics Commission, pursuant to subsection 2 of Section 105.485; and,

WHEREAS, the City Council originally adopted its own ordinance establishing a method of disclosing potential conflicts of interest with Ordinance No. 605, adopted August 19, 1991 and has renewed the ordinance at least biennially, and often annually, since 1991; and,

WHEREAS, the City Council finds it is in the best interest of the public to readopt Ordinance No. 605 as the procedure for disclosure of conflicts of interest for the City of Chesterfield;

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

Section 1. The City of Chesterfield hereby formally re-adopts the procedure set out in Ordinance No. 605 as the procedure for disclosure of potential conflicts of interest and substantial interests.

Section 2. All requirements as set out in Ordinance No. 605 are to remain in full force and effect.

Section 3. The City Clerk is directed to send a certified copy of this Ordinance to the Missouri Ethics Commission prior to September 15, 2025.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed and approved this _______ day of ___________________, 2025.

_________________________________ _________________________________

PRESIDING OFFICER Dan Hurt, MAYOR

ATTEST:

____

Vickie McGownd, CITY CLERK

FIRST READING HELD: _________________

BILL NO._________ **ORDINANCE NO. _________**

AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A REAL ESTATE PURCHASE AND SALE AGREEMENT FOR PROPERTIES LOCATED AT 16150, 16290, AND 16301 MAIN CIRCLE DRIVE.

WHEREAS, the City of Chesterfield, Missouri wants to acquire property to provide additional public parking at Central Park for park and event purposes; and,

WHEREAS, the City identified three properties located at 16150, 16290, and 16301 Main Circle Drive that are adjacent to Central Park and which have already been developed for structured parking and paved surface lots; and,

WHEREAS, the City, by and through its City Administrator and City Attorney, has negotiated the purchase of land located at 16150, 16290, and 16301 Main Circle Drive (the "Land") and associated improvements to said Land including, but not limited to, a parking garage, parking lots, and an office building (collectively with the Land, the "Property"); and,

WHEREAS, the owners of the land are willing to sell the City the Property; and,

WHEREAS, the office building generates a net positive revenue stream to service the debt and building needs, resulting in no annual cost to the City; and,

WHEREAS, if and when tenants leave the office building, this additional space could be used for public uses including offices for parks personnel, administration, etc.; and,

WHEREAS, the City Council finds it to be in the best interest of the health, safety and welfare to purchase the Property to meet the current needs of the community and to allow for growth of City services to meet the additional demands created by the addition of more than 2,500 additional housing units and millions of square feet of retail and commercial space in Wildhorse Village and Downtown Chesterfield.

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

Section 1. The City Administrator of the City of Chesterfield, Missouri is hereby authorized to: (1) execute a Real Estate Purchase and Sale Agreement (the “Agreement”), in a form substantially similar to that attached hereto as Exhibit 1 and made a part hereof as if fully set out herein, to acquire approximately 4.355 acres of located at 16150 Main Circle Drive, 16290 Main Circle Drive, and 16301 Main Circle Drive (collectively the “Land”) along with all of the improvements to that Land, any leases for the various leased premises on the Land, and all other rights, title and interest in said Land (collectively with the Land, the “Property”); (2) expend up to seventeen million three hundred thousand and 00/100 Dollars ($17,300,000.00) as the purchase price for the Property; (3) and undertake all other actions as are needed to fulfill the City’s obligations under the Agreement.

Section 2. The City Administrator, in consultation with the City Attorney, shall be authorized to make minor changes to the Agreement including, but not limited to, grammatical corrections, correction of scrivener’s errors, and any other changes that do not materially alter the City’s obligations or liabilities under the Agreement.

Section 3. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this ordinance shall be separate and severable from each and every other part, section and subsection and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. If any part, section or subsection of this Ordinance is determined to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless a court of competent jurisdiction makes a finding that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this ______ day of August, 2025.

______________________________ PRESIDING OFFICER

______________________________ Dan Hurt, MAYOR

ATTEST:

______________________________ Vickie McGownd, CITY CLERK

FIRST READING HELD:

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement"), entered into as of this __ day of August, 2025 (the "Effective Date"), by and between 16150 Main Circle, LLC a Missouri limited liability company ("Seller"), and the City of Chesterfield, Missouri, a political subdivision of the State of Missouri ("Purchaser"). The following recitals form the basis for, and hereby are made a material part of, this Agreement:

A. Seller is the owner of those certain parcels of land containing approximately 4.355 acres, more or less, located at and known and numbered as 16150 Main Circle Drive (LOC 18T321062) (approximately 2.935 acres), 16290 Main Circle Drive (LOC 18T321084) (approximately 0.44 acres), and 16301 Main Circle Drive (LOC 18S110171) (approximately 0.98 acres) in Chesterfield, Missouri, and as shown on Exhibit 1.0 attached hereto (the "Land").

B. Seller desires to sell, and Purchaser desires to purchase, the Property (defined in Section 1 below) on the terms and subject to the conditions below.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, promises and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PROPERTY. Seller hereby agrees to sell and convey to Purchaser, in "as-is" condition, and Purchaser hereby agrees to purchase from Seller, in "as-is" condition, the Land together with: (i) the office building, parking garage, parking lots, and all improvements and fixtures (the "Improvements") and with all its rights and privileges and shall include any personal property owned by Seller located on or in the Land (the "Personal Property"); (ii) the landlord's right, title and interest in and to the existing leases (each a "Lease") of the various leased premises of the Improvements, which Leases are described in the Rent Roll that is annexed hereto as Exhibit 1.1; (iii) all rights and appurtenances pertaining to the Land including, without limitation, any appurtenant easements; (iv) all right, title and interest of Seller in and to the streets, alleys and rights-of-way adjacent to the Land; (v) any and all water, oil, gas and minerals lying within or which are appurtenant to the Land and any rights with respect thereto; and (vi) any and all development rights, air rights, governmental approvals, permits, licenses, access rights and other beneficial rights which now or hereafter exist with respect to the Land (collectively, the "Property") on the terms and subject to the conditions set forth in this Agreement.

2. PURCHASE PRICE. Purchaser agrees to pay, and Seller agrees to accept, the sum of seventeen million three hundred thousand and 00/100 Dollars ($17,300,000.00) as the purchase price for the Property (the "Purchase Price"). The Purchase Price, which shall be adjusted for prorations as hereinafter described, shall be paid on the Closing Date (as defined in Section 3.1 below) by wire transfer of good funds delivered first to Old Republic Title, 14323 South Outer 40 Road, Suite 200-S, Chesterfield, Missouri 63017, Attn: ____________, Phone: 314-514-0629, Fax: 314-514-0658, Email: ________________ (the "Title Company"), in escrow, and then by the Title Company to Seller upon satisfaction or waiver by Purchaser, in writing, of all conditions to the obligation of Purchaser to consummate the transaction described herein.

3. CLOSING.

3.1. Closing Date. The event at which the Property is conveyed to Purchaser and the Purchase Price is paid to Seller (the "Closing") will occur, subject to the satisfaction or waiver of all conditions described herein to the obligations of Seller and Purchaser to consummate the Closing, on or before the fifteenth (15th) business day following the expiration of the Due Diligence Period, time being of the essence.

3.2. Closing Procedures. At Closing, the parties agree as follows:

3.2.1. Seller shall execute and deliver to Purchaser a special warranty deed in substantially the form attached hereto as Exhibit 3.2, conveying fee simple title to the Property to Purchaser;

3.2.2. Seller shall execute and deliver to Purchaser a certificate stating that the representations and warranties of Seller contained in Section 6.1 hereof are true and correct in all material respects as of the date of Closing;

3.2.3. Seller will provide and assign at Closing to the extent assignable, and Purchaser shall assume, all service contracts, original tenant leases, tenant ledgers, and warranties for the property, including but not limited to roofs, HVAC systems, windows and appliances provided for tenant use, if any;

3.2.4. All rents due for the month of Closing, whether or not received from tenant by Seller shall be prorated for the month of Closing with Seller receiving the day of Closing and Purchaser receiving the remaining days of the month. This proration shall be reflected on the settlement statement. All security deposits, prepaid rent and other deposits, if any, shall be credited to Purchaser at Closing. Purchaser shall remit in full to Seller any past due rents collected by Purchaser after Closing, provided the past due rents are for the months preceding the month of Closing. Seller represents there are no actions pending against any tenant for breach of lease;

3.2.5. In connection with the payment of the Purchase Price, Purchaser and the Title Company shall comply with the provisions of Section 2 hereof;

3.2.6. The parties shall each execute and deliver a settlement statement prepared by the Title Company on which real estate taxes and assessments (general or special) shall be prorated between the parties according to this Agreement and the other costs of Closing shall be apportioned between the parties according to this Agreement;

3.2.7. The parties shall each execute (where appropriate) and deliver evidence of its organization, existence and authority to consummate the transactions contemplated hereunder and customarily required by the title company, and the authority of any person executing documents on behalf of a party as customarily required by the title company, and such other documents and agreements as may be reasonably necessary and customary for the consummation of the transactions contemplated hereunder and to enable the Title Company to issue to Purchaser the Title Policy (see Section 3.3.5), including, without limitation, (a) copies of organizational documents, resolutions and good standing certificates, (b) a so-called Seller's affidavit in form acceptable to the Title Company, provided, however, that Seller shall have no obligation to execute a form containing provisions beyond those contained in the Title Company's usual form, and (c) a certification that Seller is not a foreign person (as defined in Section 1445 of the Internal Revenue Code of 1986, as amended); and

3.2.8. The parties shall effect the Closing by means of an escrow closing process conducted in accordance with this Agreement and otherwise in accordance with the prevailing custom and practice of commercial real estate closings in St. Louis County, Missouri, whereby each party delivers the documents and funds required to be delivered to the Title Company with escrow instructions which are consistent with the provisions of this Agreement and the Title Company distributes and disburses such documents and funds upon the receipt of all closing deliveries required herein (the "Closing Practices").

3.3. Purchaser's Additional Conditions to Closing. The obligation of Purchaser to consummate the Closing is further conditioned upon the satisfaction or waiver of each of the following conditions:

3.3.1. Seller's due and timely performance of Seller's material obligations under this Agreement at or prior to Closing;

3.3.2. Each of Seller's representations and warranties under this Agreement being true and correct in all material respects as of Closing;

3.3.3. There being no adverse change to the title to the Property as of Closing;

3.3.4. Having all consents of third parties required for the consummation of the transactions contemplated hereunder have been received by Purchaser as of Closing;

3.3.5. The Title Company being committed as of Closing to issue a Title Policy approved by Purchaser in the full amount of the Purchase Price;

3.3.6. Seller having delivered to Purchaser all of the items required to be delivered to Purchaser pursuant to the terms of this Agreement;

3.3.7. There being no pending or, to the knowledge of Seller, threatened, actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings by or against Seller or its principals or the Property that would materially and adversely affect, prevent or require a consent or approval which has not been obtained as a condition of Seller's ability to perform its obligations contemplated under this Agreement;

3.3.8. No notice of violation of applicable law having been issued with respect to the condition of the Property after the Due Diligence Period, and no adverse change in the environmental condition of the Property having occurred after the Due Diligence Period, which in either case, in Purchaser's sole judgment, could have a material adverse effect on the contemplated use of the Property which has not been cured or remedied by or at the expense of Seller to the satisfaction of Purchaser;

3.3.9. From the Effective Date until the closing, Seller having maintained and operated the Property in the same manner in which the Seller is currently operating, maintaining the Property in compliance with all applicable laws and leases;

3.3.10. From the Effective Date until the Closing, Seller having not entered into a Lease or renegotiated any current Lease or maintenance agreement without prior written consent from Purchaser; and,

3.3.11. Purchaser having received estoppel certificates in a form reasonably satisfactory to Purchaser from landlords, tenants, sublessors and sublessees under the leases representing one hundred percent (100%) of the rentable square footage of the building. Provided, however, this condition may be satisfied, in part, by Purchaser having received estoppel certificates in a form reasonably satisfactory to Purchaser executed only by landlord representing no more than fifteen percent (15%) of the rentable square footage of the building.

If any of the foregoing conditions which impose an obligation on Seller has not been satisfied or waived by Closing for reasons other than the fault of Purchaser, then Purchaser's sole remedy shall be to either (i) terminate this Agreement upon the delivery of notice thereof to Seller given on or before the Closing Date, in which event the Earnest Deposit shall be returned to Purchaser in full and neither party shall have any further obligations hereunder, or (ii) specifically enforce this Agreement; provided, however, that as a condition precedent to Purchaser exercising any right it may have to bring an action for specific performance, Purchaser must commence such action within ninety (90) days after the date of Seller's default; and, provided further, that if specific performance is unavailable as a remedy to Purchaser because Seller has conveyed the Property to a third party, Purchaser may pursue Seller for damages. Purchaser agrees that its failure to timely commence such an action for specific performance within such ninety (90) day period shall be deemed a waiver by it of its right to commence an action for specific performance.

3.4. Seller's Additional Conditions to Closing. The obligation of Seller to consummate the Closing is further conditioned upon the satisfaction of every one of the following conditions:

3.4.1. Purchaser's due and timely performance of Purchaser 's material obligations under this Agreement as of Closing; and,

3.4.2. Each of Purchaser's representations and warranties under this Agreement being true and correct in all material respects as of Closing.

If any one or more of the foregoing conditions has not been satisfied by the Closing Date for reasons other than the fault of Seller, then Seller shall have the right, at Seller's option, to either (i) terminate this Agreement upon the delivery of notice thereof to Purchaser given prior to or on the Closing Date, in which event (a) Purchaser shall deliver to Seller copies of all surveys, test results, studies and other written materials and information generated by or on behalf of Purchaser prior to or during the Due Diligence Period; (b) the Earnest Money shall be paid to Seller as liquidated damages and in lieu of all other remedies otherwise available at law or in equity; and (c) except as otherwise expressly set forth herein, the parties shall have no further liability to one another hereunder, or (ii) specifically enforce this Agreement; provided, however, that as a condition precedent to Seller exercising any right it may have to bring an action for specific performance, Seller must commence such action within ninety (90) days after the date of Purchaser's default, Seller agrees that its failure to timely commence such an action for specific performance within such ninety (90) day period shall be deemed a waiver by it of its right to commence an action for specific performance. The parties acknowledge that Seller's damages because of Purchaser's default hereunder are difficult to ascertain and include costs of negotiating and drafting this Agreement, costs of cooperating in satisfying conditions to Closing, costs of seeking another buyer, opportunity costs in keeping the Property out of the marketplace, and other costs incurred in connection therewith, and agree that the amount of the Earnest Money represents a reasonable estimate of Seller's damages.

4. EARNEST MONEY. Within ten (10) business days after the Effective Date, Purchaser shall deliver Twenty-Five Thousand Dollars ($25,000.00) (the "Earnest Money") to the Title Company. The Title Company shall hold the Earnest Money for the mutual benefit of the parties hereto, and shall either (i) at Closing, pay the Earnest Money to Seller in partial payment of the Purchase Price, or (ii) apply and disburse the Earnest Money as otherwise provided in this Agreement.

5. DUE DILIGENCE PERIOD.

5.1. Purchaser and Seller agree to an abbreviated Due Diligence Period of forty-five (45) days from and after the Effective Date ("Due Diligence Period") so that Purchaser can conduct any inspections, studies, tests, surveys, financing, title searches, title policies, title insurance, lease reviews and analyses, including, without limitation, any soil borings, drainage studies, soil testing, and environmental studies. Seller acknowledges and agrees that Purchaser, upon notice and for a period of five (5) business days during the Due Diligence Period, has the right to interview Tenants, so long as Seller is present, or waives its right to be present, during such interviews. If prior to the end of said Due Diligence Period, Purchaser is not satisfied with any of the foregoing, Purchaser may terminate this Agreement upon notice to Seller without expressing any reason for such termination in which event the Earnest Money shall be returned in full to Purchaser and neither party shall have any further obligations hereunder. Seller agrees to supply additional information and documentation relating to the Property in Seller's possession and grant reasonable access to the Property for inspections during the Due Diligence Period. If Purchaser does not give notice of termination to Seller prior to the end of the Due Diligence Period, Purchaser shall be deemed to be satisfied with all of the foregoing due diligence.

5.2. City Council Approval. Notwithstanding any provision of this Agreement to the contrary, Purchaser's obligation to close on the Property hereunder is contingent upon Purchaser's City Council's final approval of the terms and provisions hereof no later than the September 2, 2025 meeting, and if not so approved by that date, this Agreement shall automatically terminate, the Earnest Money shall be returned in full to Purchaser, and except as expressly provided herein, the parties shall be released from all further obligations hereunder.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Seller's Representations and Warranties. To induce Purchaser to execute, deliver and perform this Agreement, Seller hereby represents and warrants to Purchaser on and as of the date hereof as follows:

6.1.1 Seller is a duly organized, validly existing, Missouri limited liability company in good standing. The execution and delivery of this Agreement, and the performance by Seller of all of its covenants and obligations hereunder, have been approved by all requisite action, and this Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms.

6.1.2 Seller has not received written notice of any causes of action, litigation, arbitration, administrative or other proceedings pending or threatened in respect to the ownership or operation of the Property.

6.1.3 Seller’s only knowledge of the environmental condition of the Property is contained in the Phase One Environmental Report Seller obtained when Seller acquired the Property, a copy of which has been provided to Purchaser, and Seller has operated the Property as a general office building continuously since Seller acquired the Property. Seller does not represent or warrant that the content of said Report is accurate or complete.

6.1.4 Seller has not received written notice from (a) any governmental authority alleging any violation of any law, rule, regulation, code or other legal requirement with respect to the Property or any part thereof which has not been entirely corrected, or (b) any person alleging any violation of any contract, restriction, covenant, condition, title exception or other legal requirement with respect to the Property or any part thereof.

6.1.5 Except for matters of record and the leases, Seller is not a party to any written or oral contract, commitments, agreements or obligations affecting the Land which are not terminable on or before Closing.

6.1.6 Seller shall notify Purchaser if any of Seller's representations under this Agreement are or become untrue promptly after Seller's discovery thereof.

IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY PURCHASER THAT NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, HAVE BEEN MADE BY SELLER OR SELLER'S AGENTS OR CONSULTANTS TO PURCHASER OR TO THE AGENTS OR CONSULTANTS OF PURCHASER WITH RESPECT TO THE PROPERTY, AND THAT ANY STATEMENTS WHATSOEVER MADE BY SELLER OR SELLER'S AGENTS OR CONSULTANTS TO PURCHASER OR TO PURCHASER'S AGENTS OR CONSULTANTS OUTSIDE OF THIS AGREEMENT ARE NOT MATERIAL AND HAVE NOT BEEN RELIED UPON BY PURCHASER OR SELLER. WITHOUT LIMITING THE GENERALITY OF THIS ACKNOWLEDGMENT AND AGREEMENT, BUT SUBJECT TO THE OTHER TERMS AND PROVISIONS OF THIS AGREEMENT WHICH BEAR UPON THE SAME, IT IS SPECIFICALLY ACKNOWLEDGED AND AGREED THAT THE PROPERTY SHALL BE ACCEPTED BY PURCHASER IN “AS IS”, “WHERE IS” CONDITION, “WITH ALL FAULTS”. PURCHASER ACKNOWLEDGES THAT, EXCEPT FOR THOSE REPRESENTATIONS EXPRESSLY SET FORTH IN THIS SECTION 6.1, PURCHASER IS PURCHASING THE PROPERTY SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO (I) THE PROPERTY'S

CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, OR MERCHANTABILITY, OR (II) THE ACCURACY OR COMPLETENESS OF THE DOCUMENTS OR ANY OF THE INFORMATION, DATA, MATERIALS OR CONCLUSIONS CONTAINED IN SELLER'S DELIVERIES (EXHIBIT 6.1) OR ANY OTHER INFORMATION PROVIDED TO PURCHASER. PURCHASER SHALL AT ITS SOLE COST AND EXPENSE, CONDUCT AND RELY EXCLUSIVELY UPON ITS OWN INDEPENDENT INVESTIGATION IN ITS EVALUATION OF THE PROPERTY.

6.2. Purchaser's Representations and Warranties. To induce Seller to execute, deliver and perform this Agreement, Purchaser hereby represents and warrants to Seller on and as of the date hereof and on and as of the Closing Date as follows:

6.2.1. Purchaser is a political subdivision of the State of Missouri. Except as provided in and subject to Section 5.2 above, the execution and delivery of this Agreement, and the performance by Purchaser of all of its covenants and obligations hereunder, comply with all applicable laws, have been (or will be as of Closing assuming satisfaction of the condition in Section 5.2 above) approved by all requisite municipal action, and this Agreement constitutes the legal, valid and binding obligation of Purchaser and is enforceable in accordance with the terms hereof.

6.2.2. Purchaser shall notify Seller if any of Purchaser's representations under this Agreement are or become untrue immediately upon Purchaser's discovery thereof.

7. CLOSING GENERALLY.

7.1. Time of Closing. The transactions contemplated hereby shall close on or before 2:00 p.m. Central Time fifteen (15) business days after the end of the Due Diligence Period (the "Closing Date") at the offices of the Title Company.

7.2. Closing Instructions. A party to this Agreement will not be required to be present in person at Closing if such party has delivered all of the items it is required to deliver at Closing to the Title Company on or before the aforementioned time on the Closing Date; provided, however, if such items have been delivered to the Title Company with escrow instructions, such instructions must be consistent with the provisions of this Agreement. If any such instructions conflict with the provisions of this Agreement, the provisions of this Agreement shall govern. The attorneys of each party are hereby authorized to execute and deliver escrow instructions on behalf of their respective clients with the same binding effect as if executed by their respective clients.

7.3. Expenses. The expenses of the parties in connection with the transactions contemplated herein shall be allocated as follows:

7.3.1. Seller shall pay: (i) the fees of any counsel representing it in connection with this transaction; (ii) one half of any escrow fee which may be charged by the Title Company; (iii) all transfer taxes, recordation taxes, grantor's taxes, intangible taxes, documentary stamp taxes or similar fees or taxes of every kind or nature which becomes payable by reason of the transfer of the Property, if any; and (iv) any brokerage commission described in Section 7.6 below.

7.3.2. Purchaser shall pay: (i) the fees of any counsel representing Purchaser in connection with this transaction; (ii) one-half of the escrow fee which may be charged by the Title Company; (iii) all of its due diligence costs; (iv) the premium for the Title Policy; and (v) the costs of recording the deed.

7.3.3. All other costs and expenses incident to this transaction and the closing thereof not specifically described above, shall be paid by the party incurring same.

7.4. Title. Upon Closing, title to the Property shall be conveyed to Purchaser free and clear of any lien, deed of trust, mortgage, security agreement, lease, judgment lien, tax lien, vendor's lien, mechanic's lien or other lien, whether voluntary or involuntary. If there are any such exceptions to title at Closing, Seller, at Seller's sole expense, shall cause the same to be released and terminated of record in a manner acceptable to Purchaser and the Title Company for the purpose of insuring Purchaser that the title will be free and clear of any such exceptions.

7.5. Real Estate Taxes and Prorations.

7.5.1. At Closing Seller shall escrow with the Title Company the amount of current real estate taxes levied against the Property which are unpaid as of the Closing Date and which are allocable to the period prior to and including the Closing Date (based on the actual number of days elapsed in a year over the total number of days in such year), the amount of such escrow to be determined on the basis of the current tax bills for the Property or, if the same are not available as of Closing, the most recent ascertainable assessed value and tax rate (the “Seller’s Escrow Amount”). Seller shall be responsible for paying the real estate taxes for all periods prior to the tax year in which Closing occurs. Other items customarily adjusted upon the sale of a property similar to the Property shall be adjusted by the parties. Seller and Purchaser shall diligently attempt to determine the exact amounts of prorations and adjustments of the other items prior to or at Closing; however, the parties acknowledge that exact amounts may not be available at Closing and agree to re-prorate such other items after Closing based upon final bills or statements. Real Estate Taxes shall not be prorated. Seller’s Escrow Amount shall be escrowed with the Title Company pursuant to the terms of an Escrow Agreement to be agreed to by and among and executed by Seller, Purchaser and the Title Company (the “Escrow Agreement”). The Escrow Agreement shall provide that Seller’s Escrow Amount shall be used to pay the 2025 Real Estate Taxes after Closing but in no event later than December 31, 2025 at the sole written direction of Seller; provided, however, that Seller shall have the right to direct that such payment be made under protest since Seller has appealed the 2025 Real Estate Taxes and that appeal may still be pending as of December 31, 2025.

7.5.2. After Closing, Purchaser will claim that it is exempt from real estate taxes because it is a political subdivision (the “Exemption”). Seller has appealed the 2025 real estate taxes and does not expect resolution of that appeal before Closing or for some time after Closing. If the Exemption is not recognized by the taxing authority before December 15, 2025, Seller will be required to pay the full amount of the 2025 real estate taxes under protest. In the event the Exemption is not recognized by the taxing authority before December 15, 2025, the Purchaser shall escrow with the Title Company an amount representing the difference between Seller’s Escrow Amount and the full amount of the

2025 real estate taxes ("Purchaser's Escrow Amount"). Both the Seller's Escrow Amount and the Purchaser's Escrow Amount shall be adjusted to reflect the actual tax bill for 2025. The Seller's Escrow Amount and the Purchaser's Escrow Amount, if any, shall be collectively referred to as the "Total Escrow Amount". The Total Escrow Amount shall be subject to the terms of the Escrow Agreement and payable pursuant to the same direction and for the same purpose as described in 7.5.1 above with respect to the Seller's Escrow Amount. Any amount to be reimbursed as a result of a successful resolution of the 2025 appeal shall belong solely to and be paid to Seller. Any amount reimbursable by the taxing authority as a result of the Exemption ultimately being recognized by the taxing authority shall belong solely to and be paid to Purchaser.

7.5.3. Seller has appealed and paid under protest the real estate taxes for the years 2021, 2022, 2023 and 2024, and those appeals are still pending. Any amounts reimbursable as a result of a successful resolution of any of these appeals shall belong solely to and be paid to Seller.

7.6. Brokerage. The Purchaser hereby represents and warrants to Seller that Purchaser has not dealt with any broker or finder in respect to the transaction contemplated hereby, and that no commission, finder's fee or broker's fee is due to any person, firm or entity by reason hereof. Seller hereby represents and warrants to Purchaser that Seller has dealt with a broker, Gershman Commercial Real Estate, and that Seller will pay to said broker any commission due to said broker as a result of Closing. Seller hereby agrees to indemnify, defend and hold the Purchaser harmless from and against any and all claims, causes of action, losses, damages, liabilities, judgments, settlements and expenses (including, without limitation, reasonable attorneys' fees) that the Purchaser may sustain or incur by reason of its breach of the representations and warranties contained in this, Section 7.6.

7.7. Reporting Person. Purchaser and Seller agree that the Title Company shall be the "reporting person" relative to the transaction contemplated herein for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended.

7.8. Earnest Money Disputes. If either party elects to assert its rights with respect to the refund or forfeiture of the Earnest Money as provided in this Agreement during the period of time when the Title Company is holding the Earnest Money, the party claiming the right to receive the Earnest Money shall deliver an affidavit to the Title Company stating that it is entitled to the receipt of the Earnest Money and stating the reasons therefor. Upon the receipt of such affidavit, the Title Company shall deliver to the other party a copy of such affidavit together with a notice stating that if no objection to the disposition of the Earnest Money as set forth in the affidavit is received from the other party within ten (10) days after the date such notice is sent by the Title Company, the Title Company will deliver the Earnest Money in accordance with the terms of such affidavit. If such other party fails to object to the disposition of the Earnest Money by the Title Company within the ten (10) day period as provided above, then the Title Company is hereby authorized and directed by the parties to this Agreement to deliver the Earnest Money in accordance with the terms of such affidavit. If such other party delivers to the Title Company an objection to the disposition of the Earnest Money as contemplated in such affidavit within such ten (10) day period, then the Title Company may interplead the Earnest Money into a court of competent jurisdiction for a resolution of any disputes involving the Earnest Money.

8. SURVIVAL. With the exception of Sections 6.1.1. and 6.2.1. which shall survive Closing without limitation, all other representations, warranties, covenants, agreements and obligations of the parties hereto shall, notwithstanding any investigation made by any party hereto, survive Closing for a period of one (1) year, and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

9. NOTICES. Any notice or other document to be given hereunder shall be in writing and shall be delivered personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, or by Federal Express or other reputable overnight courier, and addressed to the parties at the respective addresses set forth on Exhibit 9 attached hereto (the "Notices Schedule"), and the same shall be deemed given and effective (a) upon receipt if delivered personally or by hand delivered messenger service, (b) one (1) business day after deposit with Federal Express or other reputable overnight courier, and (c) two (2) business days after deposit in the mails if mailed by United States registered or certified mail, return receipt requested, postage prepaid. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

10. MISCELLANEOUS.

10.6. This Agreement contains the entire agreement and understanding of the parties in respect to the subject matter hereof and supersedes any and all prior oral and written agreements with respect to the subject matter hereof.

10.7. This Agreement may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by Seller and Purchaser.

10.8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may also be executed with counterpart signature pages, and it is agreed that such counterpart signatures, when assembled into a single document with multiple signature pages, shall be binding upon and enforceable against the parties hereto to the same extent as if all signatures were set forth on the same copy of this Agreement.

10.9. The transmission by facsimile or electronic mail of images of signed counterparts of this Agreement to a party at its facsimile number or e-mail address indicated on the Notices Schedule shall have the same binding effect as the hand delivery of an originally signed counterpart hereof.

10.10. Time is of the essence in this Agreement. If any date herein set forth for the performance of any obligation by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should not be on a Business Day, the compliance with such obligation or delivery shall be deemed acceptable on the next following Business Day. For purposes of this Agreement, the term "Business Day" means a calendar day other than a Saturday, Sunday or legal holiday (i) observed by the jurisdiction in which the Property is located, or (ii) on which federally chartered banks located in the jurisdiction in which the Property is located are closed for business.

10.11. This Agreement shall not be assignable or transferable by Purchaser.

10.12. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its rules with respect to conflicts of laws.

10.13. Purchaser covenants and agrees that in the event it defaults on its obligations hereunder, or terminates this Agreement pursuant to a right to do so hereunder, it shall promptly assign and deliver to Seller all copies of all of Seller's Deliveries and all plans, drawings, surveys, documents, instruments, models and other work product developed by or at the direction of Purchaser. The provisions of this Section 10.8 shall survive the termination of this Agreement.

10.14. The captions used in connection with the Articles, Sections, and subsections of this Agreement are for convenience only and will not be deemed to expand or limit the meaning of the language of this Agreement.

10.15. No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any party hereto except on the basis of written instrument executed by or on behalf of such party.

10.16. Purchaser and Seller agree to execute such further documents and take such further actions as may reasonably be required to carry out the provisions and intent of this Agreement or any agreement or document related hereto or entered into in connection herewith.

10.17. Notwithstanding any provision of this Agreement to the contrary, if Seller so desires, Purchaser shall participate in a like-kind, tax-deferred exchange of the Property under Section 1031 of the Internal Revenue Code of 1986, as amended, provided Purchaser does not thereby incur any additional expenses or become exposed to any additional liabilities. Further, if Seller so elects, Purchaser will accept performance hereunder by a qualified third-party intermediary, and consents to Seller's assignment of this Agreement to such intermediary.

10.18. Seller and Purchaser have each been represented by counsel in the negotiations and preparation of this Agreement; therefore, this Agreement will be deemed to be drafted by both Seller and Purchaser, and no rule of construction will be invoked respecting the authorship or drafting of this Agreement.

10.19. If any one or more of the provisions contained in this Agreement (except the provisions relating to Seller's obligation to sell and convey the Property and Purchaser's obligation to pay the Purchase Price, the invalidity of either of which shall cause this Agreement to be null and void) are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein; provided, however, that the parties hereto shall endeavor in good faith to rewrite the affected provision to make it valid and consistent with the intent of the original provision.

10.20. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Agreement is executed on the Effective Date.

SELLER:

16150 Main Circle, LLC.
a Missouri limited liability company

BY:______________________________

Name: ___________________________

Title: ____________________________

PURCHASER:

CITY OF CHESTERFIELD, MISSOURI,
a political subdivision of the State of Missouri

BY:______________________________

Name: ___________________________

Title: ____________________________

TITLE COMPANY'S RECEIPT OF AGREEMENT AND DEPOSIT AND ACKNOWLEDGEMENT OF STATUS AS "REPORTING PERSON"

The undersigned Title Company hereby acknowledges (a) receipt of a fully executed counterpart of this Agreement on the date set forth below, (b) that it is the "reporting person" for purposes of Prop. Reg. § l .6045-4(a), promulgated pursuant to the Internal Revenue Code of 1986, as amended, and (c) receipt of the Earnest Money and agrees to hold and disburse the Earnest Money as provided in this Agreement.

OLD REPUBLIC TITLE

BY:_______________________________

Date:_______________________________

[SUBJECT TO REVISION]

SCHEDULE OF DEFINED TERMS

Defined Term	Section Defined
Agreement	Introductory paragraph
Business Day	10.10
Closing	3.1
Closing Date	7.1
Closing Practices	3.2.8
Due Diligence Period	5.1
Earnest Money	4
Effective Date	Introductory paragraph
Notices Schedule	9
Property	1
Purchase Price	2
Purchaser	Introductory paragraph
Seller	Introductory paragraph
Seller's Deliveries	Exhibit 6.1
Title Company	2
Title Policy	3.3.5

<u>EXHIBIT 1.0 TO PURCHASE AND SALE AGREEMENT</u>

Depiction of the Land

EXHIBIT 1.1 TO PURCHASE AND SALE AGREEMENT

Rent Roll

EXHIBIT 3.2 TO PURCHASE AND SALE AGREEMENT

SPECIAL WARRANTY DEED

This Special Warranty Deed (this "Deed"), dated as of _______________, 2025, is made and entered into by and between _________________, a Missouri limited liability company ("Grantor"), whose address is ______________________________, and the City of Chesterfield, Missouri, a political subdivision of the State of Missouri ("Grantee"), whose address is 690 Chesterfield Parkway West Chesterfield, Missouri 63017.

WITNESSETH:

Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents BARGAIN AND SELL unto Grantee, the real estate (the "Real Estate") situated in the County of St. Louis, and State of Missouri, and described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

SUBJECT, HOWEVER, to the exceptions listed on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Real Estate, together with all rights and appurtenances to the same belonging, unto Grantee and to the successors and assigns of Grantee forever. Grantor hereby covenants that it and its successors and assigns shall and will WARRANT AND DEFEND the title to the Real Estate unto Grantee and Grantee's successors and assigns forever, against the lawful claims of all persons claiming the same by, through or under Grantor, but none other, excepting, however, the matters set forth on Exhibit B, if any, general taxes and assessments for the calendar year in which this Deed is dated and thereafter, special taxes and assessments becoming a lien after the date of this Deed, and installments of existing special taxes and assessments becoming due and payable after the date of this Deed, and matters, if any, which would be disclosed by a current and accurate survey of the Real Estate.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[Signature Page to Special Warranty Deed]

GRANTOR:

16150 Main Circle, LLC,
a Missouri limited liability company

By:___________________________
____________________,______________

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

On this _______day of _________, 2025, before me, a Notary Public in and for said state, personally appeared ________________,______________of _____________________, a Missouri limited liability company, known to me to be the person who executed the within Special Warranty Deed in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

____
Notary Public

<u>Exhibit A to Special Warranty Deed</u>

Legal Description

Exhibit B to Special Warranty Deed

Applicable Exceptions

EXHIBIT 6.1 TO PURCHASE AND SALE AGREEMENT

Seller's Deliveries

1. Copies of any surveys of the Property in Seller's possession.

2. Copies of any and all environmental reports in Seller's possession relating to the Property or any portion thereof (including, without limitation, any wetlands studies or reports).

3. Copies of any and all topographical studies of the Property or any portion thereof in Seller's possession.

4. Copies of any and all studies of the soil and other subsurface conditions of the Property in Seller's possession.

5. Copies of all other engineering studies, traffic studies, title insurance policies and/or commitments and other like documents, instruments and items affecting the Property.

6. Copies of all leases for the office building and/or parking garage and/or parking lots.

7. Copies of all service contracts for the office building and/or parking garage and/or parking lots.

8. The tenant rent roll, which shall indicate each tenant, rent, lease term, security deposit and any other matter reasonably requested by Purchaser.

EXHIBIT 9 TO PURCHASE AND SALE AGREEMENT

Notices Schedule

The addresses for written notices to the parties to this Agreement are as follows:

If to Seller:

Attn: Paul Hilton and Mark Burkhart
BurkHill Real Estate, LLC
16050 Swingley Ridge Road, Suite 200
Chesterfield, Missouri 63017

With a copy to:

Attn: Michael J. Doster
Doster Nations Ullom & Boyle, LLC
16150 Main Circle Drive, Suite 250
Chesterfield, Missouri 63017

If to Purchaser:

Attn: Mike Geisel, City Administrator
City of Chesterfield, Missouri 690
Chesterfield Parkway West
Chesterfield, Missouri 63017

With a copy to:

Attn: Chris Graville
The Graville Law Firm, LLC
13354 Manchester Road, Suite 200
St. Louis, Missouri 63131

RESOLUTION NO._____________

A RESOLUTION AUTHORIZING THE SOLICITATION OF DIRECT FINANCING TO PAY A PORTION OF THE COSTS OF ACQUIRING PROPERTY WITHIN THE CITY; AND AUTHORIZING OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Chesterfield, Missouri hereby determines that it is in the best financial interest of the City to finance a portion of the costs of acquiring the real estate located at 16150, 16290 and 16301 Main Circle Drive in the City (the "Property"), through an annually-renewable lease purchase agreement (the "Financing"); and

WHEREAS, the City desires to authorize the firm of Piper Sandler, as financial advisor to the City (the "Financial Advisor"), to assist with the solicitation of proposals for the Financing in the form of direct lender financing through a lease/lease back structure; and

WHEREAS, the City desires to authorize the law firm of Gilmore & Bell, P.C., as special counsel to the City ("Special Counsel"), to proceed with the preparation of all legal documentation required for the Financing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, AS FOLLOWS:

Section 1. The City hereby (a) authorizes the solicitation of proposals for the Financing in the form of direct lender financing through a lease/lease back structure, (b) authorizes Special Counsel to prepare all legal proceedings necessary for the Financing and (c) authorizes the City Administrator, in consultation with Special Counsel and the Financial Advisor, to take other actions necessary for the Financing. The City Administrator is authorized to approve the selection of the lender based upon the advice and recommendation of the Financial Advisor, provided that the terms of the Financing and all legal proceedings related thereto will be subject to the City Council's subsequent approval.

Section 2. The City Council hereby authorizes and empowers the City Administrator and other officers and agents of the City, to do all such acts and things and to execute, acknowledge and deliver all such documents as may in their discretion be deemed necessary or desirable in order to carry out or comply with the terms and provisions of this Resolution in connection with the structure and execution of the Financing. All of the acts and undertakings of such officers and agents which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and the same are hereby in all respects, ratified, confirmed and approved.

<u>Section 2.</u> This Resolution shall be in full force and effect from and after its adoption by the City Council of the City of Chesterfield.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD THIS 4TH DAY OF AUGUST, 2025.

PRESIDING OFFICER	Dan Hurt, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK