



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, December 2, 2019
6:15PM**

I. Appointments

A. Drew Schaffer – Board of Directors for the Chesterfield Blue Valley Community Improvement District

II. Planning and Public Works Committee – Chairperson Mary Ann Mastorakos, Ward II

A. Next Meeting – December 5, 2019 (5:30pm)

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

A. Clarkson Valley Court – Contract for Services

B. Affirmation of Contract – Retirement Plan Advisors

C. Citizen of the Year Selection Committee

IV. Parks, Recreation and Arts Committee – Chairperson Tom DeCampi, Ward IV

A. Parks Master Plan

B. Pool Fees and Hours

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

A. Next Meeting - December 12, 2019 (5:30pm)

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

A. Liquor License Requests (Voice Vote)

- Walnut Grill
- One Putt Golf Group, LLC

VII. Other Legislation

- A. Bill No. 3266 - Fienup Farms – Record Plat 8** An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 8, a 29.05 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(Second Reading) Planning Commission recommends approval.**
- B. Bill No. 3267 - Fienup Farms – Record Plat 9** An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 9, a 14.80 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(Second Reading) Planning Commission recommends approval.**
- C. Bill No. 3268 - Fienup Farms – Record Plat 10** An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 10, a 7.52 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(Second Reading) Planning Commission recommends approval.**
- D. Bill No. 3269 - Fienup Farms – Record Plat 11** An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 11, a 9.09 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(Second Reading) Planning Commission recommends approval.**
- E. Bill No. 3270 - Radio System User Agreement Renewal**
An ordinance approving a User Agreement for an Interoperable Radio System between St. Louis County, Missouri, and the City of Chesterfield. **(Second Reading) Director of Public Works and Chief of Police recommend approval.**
- F. Bill No. 3271 - West County Acres (Alexander Woods Subdivision) – Vacation of Easement** An ordinance vacating easements located in the West County Acres Subdivision recorded in Book 68, Page 17 and Book 64, Page 64 of the St. Louis County Records, located in U.S. Survey 415, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri. **(First & Second Readings) Department of Planning & Development Services recommends approval.**
- G. Bill No. 3272 - West County Acres (Alexander Woods Subdivision) – Vacation of Right of Way** An ordinance vacating right-of-way located along Nardin Drive of the West County Acres Subdivision recorded in Book 68, Page 17 of the St. Louis County Records, located in U.S. Survey 415, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of

Chesterfield, St. Louis County, Missouri. **(First & Second Readings)**
Department of Planning & Development Services recommends approval.

H. Bill No. 3273 - Alexander Woods – Record Plat An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Alexander Woods Subdivision, a 20.26 acre tract of land zoned “R-4” Residence District and “R-2” Residence District located north and east of Swingley Ridge Road and east of its intersection with Chesterfield Ridge Center Drive. **(First & Second Readings) Planning Commission recommends approval.**

VIII. New Business – Mayor Bob Nation

IX. Adjourn –

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.



AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, December 2, 2019
7:00PM

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** – City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – November 18, 2019
 - B. Public Hearing Minutes** – November 18, 2019
- VI. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
- VII. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, December 5, 2019** – Planning and Public Works (5:30 pm)
 - B. Monday, December 9, 2019** – Planning Commission (7pm)
 - C. Thursday, December 12, 2019** – Public Health & Safety (5:30pm)
 - D. Monday, January 6, 2020** – Next City Council Meeting (7pm)
- VIII. APPOINTMENTS** – Mayor Bob Nation
 - A. Drew Schaffer – Board of Directors for the Chesterfield Blue Valley Community Improvement District**

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Mary Ann Mastorakos, Ward II

1. Next Meeting – December 5, 2019 (5:30pm)

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

1. Clarkson Valley Court – Contract for Services

2. Affirmation of Contract – Retirement Plan Advisors

3. Citizen of the Year Selection Committee

C. Parks, Recreation and Arts Committee – Chairperson Tom DeCampi, Ward IV

1. Parks Master Plan

2. Pool Fees and Hours

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

1. Next Meeting - December 12, 2019 (5:30pm)

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. Liquor License Request

- Walnut Grill
- One Putt Golf Group, LLC

XI. OTHER LEGISLATION

A. Bill No. 3266 - Fienup Farms – Record Plat 8

An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 8, a 29.05 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(Second Reading) Planning Commission recommends approval.**

B. Bill No. 3267 - Fienup Farms – Record Plat 9

An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 9, a 14.80 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(Second Reading) Planning Commission recommends approval.**

C. Bill No. 3268 - Fienup Farms – Record Plat 10

An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 10, a 7.52 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(Second Reading) Planning Commission recommends approval.**

D. Bill No. 3269 - Fienup Farms – Record Plat 11

An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 11, a 9.09 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(Second Reading) Planning Commission recommends approval.**

E. Bill No. 3270 - Radio System User Agreement Renewal

An ordinance approving a User Agreement for an Interoperable Radio System between St. Louis County, Missouri, and the City of Chesterfield.
(Second Reading) Director of Public Works and Chief of Police recommend approval.

F. Bill No. 3271 - West County Acres (Alexander Woods Subdivision) – Vacation of Easement An ordinance vacating easements located in the West County Acres Subdivision recorded in Book 68, Page 17 and Book 64, Page 64 of the St. Louis County Records, located in U.S. Survey 415, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri. **(First & Second Readings) Department of Planning & Development Services recommends approval.**

G. Bill No. 3272 - West County Acres (Alexander Woods Subdivision) – Vacation of Right of Way An ordinance vacating right-of-way located along Nardin Drive of the West County Acres Subdivision recorded in Book 68, Page 17 of the St. Louis County Records, located in U.S. Survey 415, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri. **(First & Second Readings) Department of Planning & Development Services recommends approval.**

H. Bill No. 3273 - Alexander Woods – Record Plat An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Alexander Woods Subdivision, a 20.26 acre tract of land zoned “R-4” Residence District and “R-2” Residence District located north and east of Swingley Ridge Road and east of its intersection with Chesterfield Ridge Center Drive. **(First & Second Readings) Planning Commission recommends approval.**

XII. UNFINISHED BUSINESS – Mayor Bob Nation

XIII. NEW BUSINESS – Mayor Bob Nation

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 HASS 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

NOVEMBER 18, 2019

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

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

A roll call was taken with the following results:

PRESENT

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

ABSENT

Councilmember Mary Ann Mastorakos

APPROVAL OF MINUTES

The minutes of the November 4, 2019 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Ohley, to approve the November 4, 2019 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

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

Mayor Nation announced that the next meeting of City Council is scheduled for Monday, December 2, at 7 p.m.

COMMUNICATIONS AND PETITIONS

City Administrator Jaysen Christensen and Planning Commission Chair Kin Watkins, City of Frontenac, addressed Council requesting support for the City of Frontenac and their efforts to thwart the St. Louis County Library Board. Earlier in the day, St. Louis County Executive Sam Page had appointed replacements for four of the five positions on the Library Board.

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Bill No. 3263 Amends City of Chesterfield Ordinance 2170 to establish a new permitted use and revise development criteria for an existing “PC” Planned Commercial District with an “LPA” Landmark and Preservation Area procedure for 0.22 acres located on the south side of Old Chesterfield Road, east of Baxter Road (P.Z. 12-2019 Burkhardt Place [16626 Old Chesterfield Rd] – 17T310412)
**(Second Reading) Planning Commission recommends approval.
Planning & Public Works Committee recommends approval**

Councilmember Dan Hurt, Vice-Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Ohley, for the second reading of Bill No. 3263. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3263 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3263 with the following results: Ayes – Hurt, DeCampi, Monachella, Moore, McGuinness, Ohley and Keathley. Nays – None. Whereupon Mayor Nation declared Bill No. 3263 approved, passed it and it became **ORDINANCE NO. 3070.**

Bill No. 3265 Provides for the approval for the replacement of Construction and Maintenance Escrows for Grand Reserve Subdivision, a 12.6 acre tract of land located on the south side of Olive Boulevard and east of

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

Councilmember Hurt made a motion, seconded by Councilmember Ohley, for the first reading of Bill No. 3265. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3265 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Ohley, for the second reading of Bill No. 3265. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3265 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3265 with the following results: Ayes – McGuinness, Moore, Monachella, Hurt, DeCampi, Ohley and Keathley. Nays – None. Whereupon Mayor Nation declared Bill No. 3265 approved, passed it and it became **ORDINANCE NO. 3071**.

Councilmember Hurt made a motion, seconded by Councilmember Ohley, to authorize the City Administrator to enter into a Cross-Access Easement between Taubman Prestige Outlets of Chesterfield, LLC; Plaza Inn, LLC; National Retail Properties, LP and the City of Chesterfield for utilization of the access road internally between individual developments for public pedestrian and vehicular use. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt announced that the next meeting of this Committee is scheduled for Thursday, November 21, at 5:30 p.m.

Finance and Administration Committee

Councilmember Michael Moore, Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember Hurt, to approve a proposed resolution adopting the Budget for the City of Chesterfield for the year beginning on January 1, 2020 and ending on December 31, 2020. Councilmember McGuinness made a motion, seconded by Councilmember DeCampi, to amend the original motion by deleting the replacement of vehicle CA-2 from the 2020 budget. A roll call vote was taken with the following results: Ayes – McGuinness, Keathley, DeCampi and Ohley. Nays – Moore, Monachella and Hurt. A roll call vote was then taken on the main motion, as amended, with the following results: Ayes – Ohley, Hurt, Keathley, DeCampi, Moore, McGuinness and Monachella. Nays – None. The successful resolution became Chesterfield Resolution No. 457.

Parks, Recreation & Arts Committee

Councilmember Tom DeCampi, Chairperson of the Parks, Recreation & Arts Committee, made a motion, seconded by Councilmember Ohley, to authorize approval of the proposed agreement with Chesterfield Baseball and Softball Association (CBSA) to fund the installation of four turfed infields, as recommended by the Parks, Recreation and Arts Committee, including a budget transfer of \$830,000, comprised of \$415,000 each from

the General Fund Fund Reserve and the Parks Fund Fund Reserve - \$350,000 of which would be reimbursed by CBSA – and to authorize the City Administrator to execute contracts through the Tips Taps cooperative purchase program to construct the turfed infields. A roll call vote was taken with the following results: Ayes – Hurt, Ohley, Keathley, McGuinness, Monachella, Moore and DeCampi. Nays – None. Whereupon Mayor Nation declared the motion passed.

Public Health & Safety Committee

Councilmember Mary Monachella, Chairperson of the Public Health & Safety Committee, indicated that she had no report this evening.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Main Event Entertainment dba Main Event, located at 17057 N. Outer 40 Road (temporary address while under construction) has requested a new liquor license, to sell all kinds of liquor by the drink, to be consumed on premise, packaged and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Police Department and Planning & Development Services. Councilmember Ohley made a motion, seconded by Councilmember Keathley, to approve issuance of a new liquor license to Main Event. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Geisel reported that The Western Outlet, located at 17057 N. Outer 40 Road, Suites 121-130 (temporary address while under construction) has requested a new liquor license for retail sale of all kinds of liquor by the drink, to be consumed on premise, packaged and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Police Department and Planning & Development Services. Councilmember Ohley made a motion, seconded by Councilmember Keathley, to approve issuance of a new liquor license to The Western Outlet. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

OTHER LEGISLATION

Bill No. 3266	Provides for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 8, a 29.05 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road (First Reading) Planning Commission recommends approval
---------------	---

Councilmember Ohley made a motion, seconded by Councilmember Hurt, for the first reading of Bill No. 3266. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3266 was read for the first time.

Bill No. 3267 Provides for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 9, a 14.80 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road **(First Reading) Planning Commission recommends approval**

Councilmember Ohley made a motion, seconded by Councilmember Hurt, for the first reading of Bill No. 3267. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3267 was read for the first time.

Bill No. 3268 Provides for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 10, a 7.52 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road **(First Reading) Planning Commission recommends approval**

Councilmember Ohley made a motion, seconded by Councilmember Hurt, for the first reading of Bill No. 3268. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3268 was read for the first time.

Bill No. 3269 Provides for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 11, a 9.09 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road **(First Reading) Planning Commission recommends approval**

Councilmember Ohley made a motion, seconded by Councilmember Hurt, for the first reading of Bill No. 3269. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3269 was read for the first time.

Bill No. 3270 Approves a User Agreement for an Interoperable Radio System between St. Louis County, Missouri, and the City of Chesterfield. **(First Reading) Director of Public Works and Chief of Police recommend approval**

Councilmember Ohley made a motion, seconded by Councilmember DeCampi, for the first reading of Bill No. 3270. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3270 was read for the first time.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:32 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____



RECORD OF PROCEEDING

PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD 690 CHESTERFIELD PARKWAY WEST

NOVEMBER 18, 2019

Mayor Nation called the Public Hearing to order at 6:45 p.m. Councilmembers McGuinness, Monachella, Keathley, Hurt, Moore, Ohley and DeCampi were in attendance, along with approximately ten attendees/members of the Press.

[Councilmember Mastorakos was absent.]

Section 3 of Ordinance No. 10 requires the City Administrator to prepare and submit a budget for City Council to consider/adopt, prior to January 1 of each year. Section 4 of Ordinance No. 10 requires that a Public Hearing be held prior to the adoption of the budget. This budget presentation satisfies all requirements of Ordinance No. 10.

Mayor Nation recognized Finance Director Jeannette Kelly and City Administrator Mike Geisel who noted that the budget has been created around the City's Mission Statement. Mr. Geisel continued by summarizing the budget process. The initial budget was submitted to Council and three budget workshops followed on September 3, October 1, and October 29. Mr. Geisel stated that the proposed FY2020 budget provides for \$1,667,633 net revenues over expenditures.

Capital Improvement Sales Tax Fund

The Capital Improvement Sales Tax Fund is self-sufficient since it is funded from the ½ cent sales tax, approved in 1996, as Propositions "R" and "S." Mr. Geisel stated that the City only receives 85% of the total money it gets from the ½ cent sales tax, due to a statutory requirement that the City share 15% of the total with the St. Louis County sales tax pool. In conjunction with a \$30 million bond issue approved by the voters in 1996 for improvements to public rights-of-way, voters also approved a ½ cent sales tax for capital improvements. Mr. Geisel reported that revenues in the Capital Improvement Sales Tax

Fund are budgeted at \$5.68 million in FY2020 compared to \$5.97 million in FY2019. The lower budgeted amount is due to recognition that the FY2019 budget is predicted to be short by \$293,936 in sales tax revenues.

Proposed expenditures in the Capital Improvement Sales Tax Fund for FY2020 are budgeted at \$5.75 million for capital projects and improvements. Capital Improvement Sales Tax Fund balance is expected to decrease by \$75,368 in FY2020. The City does not intend to carry a fund balance in this fund.

Mr. Geisel noted that the last debt service payment on Propositions R and S was fully retired in FY2019 and the FY2020 budget does not contain any debt service payments. That money has been rolled forward into project expenditures.

Parks Sales Tax Fund

Mr. Geisel stated that the passage of Proposition "P", in November 2004, resulted in the creation of a Parks Sales Tax Fund, which funds all parks and recreation activities. The Parks Fund is supported by a ½ cent sales tax and, unlike the General Fund Sales Tax and the Capital Improvement Sales Tax, the City receives 100% of the revenue from this tax. The Parks Sales Tax Fund pays for things such as the Athletic Complex, Central Park, Family Aquatic Center and Eberwein Dog Park. It also pays for a number of other things such as right-of-way landscaping maintenance as well as maintenance of various pocket parks and repair or replacement of City limit signs as needed.

The Parks Sales Tax Fund has a debt service of \$3.3 million per year; however, over the last few years, Council has set aside some of the fund reserve monies to repay this debt in an attempt to achieve a level debt service until 2025, at which time the Parks debt decreases by roughly \$2 million. This has effectively reduced the actual debt service impact on the Parks Fund from \$3.3 million to \$2.99 million per year.

Mr. Geisel reported that revenues in the Parks Sales Tax Fund are budgeted at \$6.67 million in FY2020 compared to \$7.03 million in FY2019. The lower budgeted amount is due to recognition that the FY2019 budget is predicted to be short by \$352,553 in sales tax revenues. Total proposed expenditures for FY2020 are down from FY2019 by \$455,303, and the fund balance is expected to increase by \$96,405 in FY2020. The Parks Sales Tax Fund – Fund Reserves are expected to end the year at \$1.56 million in FY2020.

Public Safety Fund

Mr. Geisel explained that the Public Safety Fund was created in FY2018. This fund has outperformed budget expectations by \$238,500 in FY2019. The Public Safety Fund acts as a net zero fund balance budget where the General Fund funds nearly \$8 million of the public safety operations.

General Fund

Mr. Geisel reported that General Fund Sales Tax revenues are projected to total \$6.9 million in FY2020. This is a decrease of \$277,033 from the FY2019 budget. General Fund expenditures are expected to increase by \$81,650 over FY2019 projected expenditures.

City Council has set aside an additional \$2 million in FY2020 for pre-paid debt. The will further reduce the debt service impact over the next five years through FY2025.

Mr. Geisel stated that the City maintains General Fund – Fund Reserves of over 40% of the City’s operating budget. The General Fund – Fund Reserve balance is projected to total \$9.96 million at the end of FY2020 and, when factoring in the amount required to be set-aside, due to the City’s “40%” policy, leaves \$2.14 million available over and above the 40% fund reserve policy to fund additional projects, as reviewed/approved by City Council, during FY2020 and beyond.

ADJOURNMENT

There being no public discussion or comment, Mayor Nation adjourned the meeting at 6:59 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

2020 PROPOSED BUDGET PUBLIC HEARING

November 18, 2019





PUBLIC HEARING 2020 Budget

- Mission Statement
- Budget Notes
- Capital Improvement Sales Tax Fund
- Parks Sales Tax Fund
- Public Safety
- General Fund & Fund Reserves



City of Chesterfield Mission Statement

The City of Chesterfield is dedicated to maintaining a strong, vibrant community that encourages interaction among residents, businesses and civic organizations which is accomplished through on-going innovative approaches to community and neighborhood planning.

The City of Chesterfield is committed to excellence in service and overall quality of life:

- By being the city of choice in the St. Louis Region within which to live, work, play, and visit;
- By partnering with residents, businesses, civic organizations and governments to forge a sense of community;
- By providing and seeking quality in each area of service;
- By providing and encouraging cultural and recreational facilities and activities;
- By protecting, maintaining and enhancing property values;
- By ensuring a secure and responsible environment.



2020 Budget Notes

- 3 Public budget workshops were held: 9/3, 10/1, and 10/29
- Revenue totals (not including transfers) \$40,049,888
- Expense totals (not including transfers) \$38,427,255
- The proposed 2020 budget provides for \$1,667,633 net revenues over expenditures.
 - Capital Fund \$75,368 R<E
 - Parks Fund \$96,405 R>E
 - General Fund \$1,646,596 R>E
- The 2020 budget provides 2.5% of existing actual compensation for merit increase pool



Proposed 2020 Capital Improvement Sales Tax Fund

- Funded by $\frac{1}{2}$ cent sales tax – 15% is shared with the County Pool.
 - Parallel Parks revenues, but 15% less
- Proposition R&S Debt was fully retired in 2019. No debt payments in 2020
- Sales Tax revenues are budgeted at \$5,679,178 in 2020 vs \$5,973,114 in 2019.
 - Down \$293,936
- Proposed 2020 budgeted expenditures are \$5,754,546 without debt service
- Fund Balance is expected to decrease by \$75,368 in 2020
- City does not generally intend to carry a fund balance in the Capital Projects Fund



2020 Capital Fund – Projected Activity

<i>Statement of Budgeted Revenues and Expenditures - Capital Improvement Sales Tax Fund</i>	2018 ACTUAL	2019 PROJECTED	2020 BUDGET
FUND BALANCE, JANUARY 1	\$2,576,383	\$1,861,729	\$1,227
REVENUES:			
Sales Tax	\$5,790,399	\$5,973,114	\$5,679,178
Other Revenues	\$987,336	\$0	\$0
Projected Sales Tax Revenue less than Budget		(\$293,936)	
TOTAL REVENUE	\$6,777,734	\$5,679,178	\$5,679,178
TOTAL AVAILABLE FUNDS	\$9,354,117	\$7,540,907	\$5,680,405
EXPENDITURES			
Public Works	\$812,341	\$1,386,448	\$631,546
Capital Items	\$4,742,748	\$4,268,063	\$5,123,000
TOTAL EXPENDITURES	\$5,555,089	\$5,654,511	\$5,754,546
TRANSFERS TO/FROM OTHER FUNDS	(\$1,937,300)	(\$1,885,169)	\$0
TOTAL EXPENDITURES AND TRANSFERS	\$7,492,389	\$7,539,680	\$5,754,546
FUND BALANCE, DECEMBER 31	\$1,861,729	\$1,227	(\$74,141)
Net Change In Fund Balance	(\$714,654)	(\$1,860,502)	(\$75,368)



2020 Capital Fund – Capital Expenditures

<i>2020 Budgeted Expenditures By Type - Capital Improvement Sales Tax Fund</i>			
Public Works			
Capital Expenditures	Sycamore Hill Court Sidewalk Project	\$35,000	
	Selective Slab Replacement	\$200,000	
	Street Reconstruction	\$2,230,000	
	Schoettler Road Improvements - Clayton to Gtown	\$990,000	
	Old Chesterfield culvert replacement / asphalt overlay	\$550,000	
	Wildhorse Bridge concrete overlay	\$350,000	
	Isolated Asphalt overlay - River Valley/ Schoettler	\$75,000	
	Roof for Equipment Storage Bay at PWF	\$95,000	
	Roof for Material Storage Bay at PWF	\$28,000	
	Building Management System expansion	\$80,000	
	City Hall HVAC/piping replacement	\$50,000	
	Storm Sewer improvements	\$20,000	
	1.5 ton flat bed truck - replaces S77	\$85,000	
	2.5 ton dump truck - replaces S104	\$151,000	
	Tandem Dump Truck - replaces S141	\$184,000	
	Total Capital		\$5,123,000
Personnel	Salaries/Benefits		\$281,545
Contractual	Annual Crack Sealing	\$75,000	
	Capital Contracts	\$10,000	
	Other Maintenance Contracts	\$10,001	
	Inspection/Testing	\$105,000	
	City Hall lighting design	\$23,000	
	TIP Grant Application	\$12,000	
	Feasibility Study at PWF - CNG / Garage Area	\$30,000	
	Schoettler Project Construction Engineering	\$85,000	
	Total Contractual		\$350,001
	Grand Total Expenditures		\$5,754,546



2020 Capital Improvement Sales Tax Fund – Fund Reserves Schedule

12/31/18 Capital Improvements Sales Tax Fund Reserves	\$ 1,861,729
FY2019 Amended Capital Improvements Sales Tax Fund Budgeted Activity	\$(1,566,566)
Projected Capital Improvements Sales Tax Revenues Less than Budgeted	<u>\$ (293,936)</u>
Projected 12/31/19 Capital Sales Tax Fund Reserves	\$ 1,227
FY2020 Estimated Budgeted Activity	<u>\$(75,368)</u>
Projected 12/31/20 Capital Sales Tax Fund Reserves	\$(74,141)



Proposed 2020 Parks Sales Tax Fund

- Funded by ½ cent sales tax. No sharing with other jurisdictions
- Normal Debt Schedule - \$3,296,278
- Adjusted Debt Service - \$2,991,699
- Uniform Debt Service through 2025
- Sales Tax revenues are budgeted at \$6,674,640 in 2020 vs. \$7,027,193 in 2019.
 - Down \$352,553
- Proposed 2020 budgeted expenditures are down from 2019 by \$455,303
- Fund Balance is expected to increase \$96,405



2020 Parks Sales Tax Fund Projected Activity

<i>Statement of Projected Revenues and Expenditures - Parks Sales Tax Fund</i>	2018 ACTUAL	2019 PROJECTED	2020 BUDGET
FUND BALANCE, JANUARY 1	\$2,510,465	\$931,750	\$1,466,533
REVENUES:			
Sales Tax	\$6,812,227	\$7,027,193	\$6,674,640
Intergovernmental	\$0	\$223,097	\$0
Charges for Services	\$1,938,210	\$1,991,240	\$2,134,665
Other Revenues	\$72,138	\$25,424	\$80,740
Projected Sales Tax Revenue less than Budget		(\$352,553)	
TOTAL REVENUE	\$8,822,575	\$8,914,401	\$8,890,045
TOTAL AVAILABLE FUNDS	\$11,333,040	\$9,846,151	\$10,356,578
EXPENDITURES			
Parks and Recreation	\$4,898,546	\$4,385,625	\$4,198,792
CVAC Concession	\$577,630	\$652,021	\$578,976
Arts and Entertainment	\$0	\$452,013	\$460,705
Central Park - Concession	\$36,625	\$48,490	\$46,589
Pool	\$0	\$278,078	\$349,679
Capital Items	\$55,246	\$441,017	\$167,200
TOTAL EXPENDITURES	\$5,568,047	\$6,257,244	\$5,801,941
TRANSFERS TO/FROM OTHER FUNDS	(\$4,833,243)	(\$3,897,454)	(\$2,991,699)
TOTAL EXPENDITURES AND TRANSFERS	\$10,401,290	\$10,154,698	\$8,793,640
Correction of 2018 Prepaid Debt Service Transfer		\$1,775,080	
FUND BALANCE, DECEMBER 31	\$931,750	\$1,466,533	\$1,562,938
Change in Fund Balance	(\$1,578,715)	\$534,783	\$96,405



2020 Parks Fund Budget Revenues

<i>Statement of Budgeted Revenue Parks Sales Tax Fund</i>	2018 ACTUAL	2019 PROJECTED	2020 BUDGET	Increase/Decrease 2019 Projected vs 2020 Budget	
Sales Tax:					
Sales Tax	6,812,227	\$7,027,193	\$6,674,640	(\$352,553)	-5.0%
Charges for Services:					
Miscellaneous other charges	5,920	\$0	\$0	\$0	#DIV/0!
Parks Charges & Fees	102,634	\$156,980	\$187,400	\$30,420	19.4%
Dog Tags	15,925	\$16,000	\$16,000	\$0	0.0%
General Rev Concession - CVAC	656,331	\$660,000	\$678,000	\$18,000	2.7%
Soda Exclusivity - CVAC	17,500	\$17,500	\$17,500	\$0	0.0%
Soda Rebates - CVAC	9,702	\$9,000	\$6,000	(\$3,000)	-33.3%
General Revenue - Concession Central Park	61,088	\$53,931	\$56,500	\$2,569	4.8%
Soda Exclusivity - Concession Central Park	2,500	\$2,500	\$2,500	\$0	0.0%
General Revenue - Concession Amphitheater	226,679	\$110,000	\$250,000	\$140,000	127.3%
Pool Revenue	229,788	\$223,800	\$216,250	(\$7,550)	-3.4%
Pool Program	26,237	\$25,000	\$40,015	\$15,015	60.1%
Parks Contributions	37,676	\$35,000	\$35,000	\$0	0.0%
Field Rentals	451,531	\$470,000	\$447,000	(\$23,000)	-4.9%
Amphitheater Revenue	94,699	\$206,529	\$182,500	(\$24,029)	-11.6%
Total Charges for Services	1,938,210	\$1,991,240	\$2,134,665	\$148,425	7.2%
Other Revenues:					
Interest on Investments	53,922	\$0	\$75,000	\$75,000	#DIV/0!
Miscellaneous	18,216	\$15,424	\$5,740	(\$9,684)	-62.8%
Total Other Revenues	72,138	\$15,424	\$80,740	\$65,316	423.5%
Projected Sales Tax Revenue less than Budget		(\$352,553)		\$352,553	-100.0%
Transfers To/From Other Funds	-	\$10,000	\$0	(\$10,000)	-100.0%
Totals	<u>8,822,575</u>	<u>\$8,914,401</u>	<u>\$8,890,045</u>	<u>(\$24,356)</u>	<u>-0.3%</u>



Proposed 2020 Capital Expenditures Parks Sales Tax Fund

<i>Detail of Budgeted Capital Expenditures - Parks Sales Tax Fund</i>			
Department/Activity	Description	Amount	Activity Total
Parks & Recreation	Amphitheater Concrete stairs	\$25,000	
	Amphitheater Entertainment Plaza	\$50,000	
	Groomer Replacement	\$12,200	
	Heavy Duty Utility Cart Replacement	\$7,000	
	Ride On Painter	\$14,000	
	Zero Turn Mower - Propane Replacement	\$24,000	
	3/4 Ton Park Maintenance Truck Replacement	\$30,000	
	Front of House Cover Tent - Arts & Entertainment	\$5,000	
	Total Capital		<u>\$187,200</u>



Proposed 2020 Budget Parks Sales Tax Fund - Expenditures

<i>Budgeted Expenditures By Type Parks Sales Tax Fund</i>	2018 ACTUAL	2019 PROJECTED	2020 BUDGET
Personnel	\$2,977,147	\$3,480,667	\$3,417,003
Contractual	\$1,469,235	\$1,103,868	\$1,021,688
Commodities	\$1,066,419	\$1,231,692	\$1,196,050
Capital	\$55,246	\$441,017	\$167,200
Total Expenditures	<u>\$5,568,047</u>	<u>\$6,257,244</u>	<u>\$5,801,941</u>



2020 Parks Sales Tax Fund Projected Fund Activity

Projected 12/31/19 Parks Sales Tax Fund Reserves	\$1,466,533
FY2020 Estimated Budgeted Activity	<u>\$ 96,405</u>
Projected 12/31/20 Capital Sales Tax Fund Reserves	\$1,562,938

Note: 40% policy not applied



2020 Public Safety Tax Fund Projected Activity

<i>Statement of Budgeted Revenues and Expenditures - Public Safety Tax Fund</i>	2018 ACTUAL	2019 PROJECTED	2020 BUDGET	Increase/(Decrease) 2019 Projected vs 2020 Budget	
REVENUES:					
Sales Tax	\$2,957,425	\$2,432,000	\$2,670,500	\$238,500	9.8%
Intergovernmental	\$559,393	\$499,850	\$550,310	\$50,460	10.1%
Charges for Services	\$454,843	\$456,731	\$438,637	(\$18,094)	-4.0%
Transfer from GF	\$7,010,701	7,546,351	\$7,893,124	\$346,773	4.6%
TOTAL REVENUE	\$10,982,362	\$10,934,932	\$11,552,571	\$617,639	5.6%
EXPENDITURES					
Police	\$10,626,587	\$10,883,607	\$11,221,571	\$337,964	3.1%
Capital Items	\$355,775	\$290,921	\$331,000	\$40,079	13.8%
TOTAL EXPENDITURES	\$10,982,362	\$11,174,528	\$11,552,571	\$378,043	3.4%



Proposed 2020 Budget Public Safety Tax Fund - Expenditures

<i>Budgeted Expenditures By Type Parks Sales Tax Fund</i>	2018 ACTUAL	2019 PROJECTED	2020 BUDGET
Personnel	\$9,449,869	\$9,741,167	\$9,917,549
Contractual	\$690,636	\$766,541	\$904,757
Commodities	\$486,083	\$375,899	\$399,265
Capital	\$355,775	\$290,921	\$331,000
Total Expenditures	<u>\$10,982,362</u>	<u>\$11,174,528</u>	<u>\$11,552,571</u>



Proposed 2020 Capital Expenditures Public Safety Tax Fund

• ALPR System Replacement	\$ 21,000
• Fleet of 10 police vehicles	<u>\$310,000</u>
• 2020 Proposed Capital Expenditures	\$331,000



Proposed 2020 General Fund Budget

- 2020 proposed budget Pooled sales tax revenues reduced \$277,033 from 2019 projected revenues.
- 2020 Expenditures are \$19,551,122 an increase of \$81,650 over 2019 projected expenditures.



2020 General Fund Projected Activity

<i>Statement of Projected Revenues and Expenditures - General Fund</i>	2018 ACTUAL	2019 PROJECTED	2020 BUDGET
FUND BALANCE, JANUARY 1	\$9,293,175	\$11,829,832	\$9,299,246
REVENUES:			
Utility Taxes	\$7,352,340	\$6,582,000	\$7,061,585
Sales Tax	\$6,993,739	\$7,177,000	\$6,899,967
Intergovernmental Revenue	\$4,010,577	\$3,891,000	\$4,008,000
Licenses and Permits	\$1,523,010	\$1,586,470	\$1,580,070
Charges for Services	\$55,483	\$81,250	\$173,250
Court Receipts	\$847,725	\$692,556	\$821,666
Other Revenues	\$1,008,767	\$465,690	\$660,190
Projected Sales Tax Revenue in excess of Budget		\$238,000	
TOTAL REVENUE	\$21,791,640	\$20,713,966	\$21,204,718
EXPENDITURES			
Executive & Legislative	\$69,458	\$73,525	\$74,225
Department of Administration			
City Administrator	\$514,037	\$567,334	\$580,594
Finance	\$473,259	\$600,501	\$602,658
Courts	\$258,997	\$270,444	\$276,803
Information Technology	\$639,146	\$929,951	\$969,657
Central Services	\$1,161,423	\$1,134,448	1,117,607
Police Department/Customer Service	\$48,958	\$92,740	69,688
Department of Public Services			
Planning and Development	\$764,902	\$1,105,132	778,409
Public Works	\$5,104,079	\$6,402,386	\$6,118,787
TOTAL EXPENDITURES	\$9,034,259	\$11,176,461	\$10,588,428
TRANSFERS TO/FROM OTHER FUNDS	(10,220,725)	(\$8,293,011)	(8,969,694)
TOTAL EXPENDITURES AND TRANSFERS	\$19,254,983	\$19,469,472	\$19,558,122
OPERATING CHANGE IN FUND BALANCE	\$2,536,657	\$1,244,494	\$1,646,596
Transfer to debt service funds (approved by Council 10/29/19)		(\$2,000,000)	
Correction of 2018 Prepaid Debt Service Transfer		(\$1,775,080)	
FUND BALANCE, DECEMBER 31	\$11,829,832	\$9,299,246	\$10,945,842



Proposed 2020 General Fund Capital Expenditures

<i>Detail of Budgeted Expenditures - General Fund</i>			
Department/Activity	Description	Amount	Activity Total
IT	Replacement Management Server	\$ 10,000	
	Ford Transit Van - Repl for E21	\$ 26,000	
Public Works			
Street Maintenance	Skid Steer Trailer S305	\$ 9,600	
	Skid Steer Breaker	\$ 10,500	
	Truck Mounted Tank with Pump S231	\$ 13,500	
	Skid Steer Planer Attachment	\$ 15,500	
	Air Compressor S213	\$ 20,000	
	Skid Steer S253	\$ 29,000	
	Concrete Saw S230	\$ 31,000	
	EZ Breaker with Trailer	\$ 35,000	
	Chipper S209	\$ 82,000	
Vehicle Maintenance	Hardware for new fleet management software	\$ 4,000	
	134A Freon Recycling Unit	\$ 6,000	
	1234F Freon Recycling Unit	\$ 7,000	
	Large Tire Changer	\$ 10,000	
	Lube Hose Reels	\$ 11,000	
	Sedan to replace P22	\$ 23,000	
	SUV to replace E4	\$ 28,000	
Facility Maintenance	1 ton Truck to replace Fleet Service Truck	\$ 71,000	
	City Hall Water Heater	\$ 20,000	
	Fountain sealing / repairs	\$ 30,000	
			<u>\$ 492,100</u>



Fund Reserves Estimate General Fund 12/31/2019

12/31/18 General Fund Reserves		\$11,829,832	
FY2019 Amended General Fund Budgeted Activity		\$1,006,494	
Correction of 2018 Prepaid Debt Service Transfer & 2019 Budget correction		(\$1,775,080)	
Projected Public Safety Revenues in excess of Budget		\$238,000	
\$2M Transfer to debt service funds (approved by Council 10/29/19)		(\$2,000,000)	
Projected 12/31/19 General Fund Reserves		\$9,299,246	
<u>Less:</u>			
1) Funds Designated for POST (Funds from the State for Police Training Only)	(\$75,676)		
2) Funds Designated for Inmate Security	(\$54,551)		
Total Designated Funds		(\$130,228)	
Projected 12/31/19 Unreserved General Fund Reserves		\$9,169,018	47.1%
Less 40% Requirement of Expenditures including Transfers:		(\$7,787,789)	
FY2019 Expenditures & Transfers - Amended Budget	19,469,472		
Total Available for Council above the 40% Requirement Policy		\$1,381,230	
<u>One Time Reimbursements</u>			
NID - Deferred Revenue (Broadmoor & Chesterfield Hill)	1,500,355		
		\$1,500,355	54.8%
Total Left Above the 40% Requirement Policy		\$2,881,585	



Fund Reserves Estimate

General Fund 12/31/2020

12/31/19 General Fund Reserves		\$9,169,018	
FY2020 Estimated General Fund Activity		<u>\$1,646,596</u>	
Projected 12/31/20 General Fund Reserves		\$10,815,614	
<u>Less:</u>			
1) Restricted Funds (Court)	(\$130,000)		
2) EAB	(\$560,000)		
3) Snow Removal Reimb.	(\$163,012)		
Total Designated Funds		<u>(\$853,012)</u>	
Projected 12/31/20 Unreserved General Fund Reserves		\$9,962,602	50.9%
Less 40% Requirement of Expenditures including Transfers:		(\$7,823,249)	
FY2020 Expenditures & Transfers - Original Budget	\$19,558,122		
Total Available Above the 40% Requirement Policy (Estimated)		\$2,139,354	
Does not include NID Reimbursement / Investments			

AGENDA REVIEW – Monday 12/02/2019 – 6:15 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:15 pm, on Monday, December 2, 2019.**

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

UPCOMING MEETINGS/EVENTS

- A. Thursday, December 5, 2019** – Planning and Public Works (5:30 pm)
- B. Monday, December 9, 2019** – Planning Commission (7 pm)
- C. Thursday, December 12, 2019** – Public Health and Safety Committee (5:30 pm)
- D. Monday, January 6, 2020** – Next City Council Meeting (7pm)

APPOINTMENTS

The Chesterfield Blue Valley CID currently has a vacancy due to the resignation of Lauren Overturf. As required by Ordinance 2698, the Mayor is required to appoint Directors with the consent of City Council from a slate of candidates proposed by the Board. The CBV-CID Board has offered and Mayor Nation proposes the appointment of Drew Schaffer to the current CID Board vacancy. City Council is required to vote on the Mayor's appointments. We have provided a copy of the CID resolution, Mr. Schaffer's resume' and a copy of Ordinance 2698 for your convenience.

If you have any questions or require additional information, please contact me prior to Monday's meeting.

RESOLUTION NO. 2019-A

A RESOLUTION NOMINATING DREW SCHAFFER AS DIRECTOR OF THE CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, Lauren Overturf has resigned from the Board of Directors (the "Board") of the Chesterfield Blue Valley Community Improvement District ("District"); and

WHEREAS, the Board wishes to nominate Drew Schaffer to fill the vacant position on the Board who must be appointed by the Mayor of the City of Chesterfield with the consent of the City Council of the City of Chesterfield; and

WHEREAS, the Board has confirmed that Drew Schaffer is over the age of 18, is a Missouri resident and will have been for over one year by the effective date of his candidacy, is an employee and/or designated representative of Simon/Woodmont Development, LLC, the owner of real property and a business within the District, and otherwise meets the applicable criteria for Board membership.

NOW, THEREFORE, BE IT RESOLVED BY THE CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT:

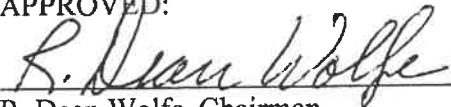
SECTION 1. Drew Schaffer be, and hereby is, nominated by the Board to fill the vacant position on the Board and shall serve on the Board, for a term of three years.

SECTION 2. If and to the extent that the City of Chesterfield has not already taken the action necessary to nominate Drew Schaffer, Thomas B. Smallwood, General Counsel of the District, be, and hereby is, authorized to coordinate with the City of Chesterfield and take such other action necessary for the appointment of Drew Schaffer as Director of the District by the Mayor of the City of Chesterfield with the consent of the City Council of the City of Chesterfield.

SECTION 3. Upon appointment of Drew Schaffer as Director of the District by the Mayor of the City of Chesterfield with the consent of the City Council of the City of Chesterfield and satisfaction of such other statutory requirements necessary for his candidacy, he shall automatically become a member of the Board.

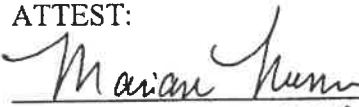
ADOPTED by the Board of Directors of the Chesterfield Blue Valley Community Improvement District this 3rd day of September, 2019.

APPROVED:



R. Dean Wolfe, Chairman

ATTEST:



Marian Nunn

Print Name & Title: MARIAN NUNN

Drew Schaffer

A self starter with a versatile skill set and over 25 years of management, carpentry and construction experience. Well versed in various safety protocols and procedures within a large-scale operation. Highly effective time management skills focused on fiscal awareness and attention to detail that ensure success of short and long-term company goals.

3 3 1 - 4 5 4 - 9 8 6 2
drew.schaffer@simon.com
4 0 0 A d a m s S t r e e t
E l g i n • I l l i n o i s • 6 0 1 2 3

qualifications

small engine building & repair (15+ years)
heavy equipment operation (10+ years)
plumbing (10+ years)
electrical (5+ years)
microsoft software
project portfolio management (PPM)- software for industry related task management & time tracking
customer service skills
project management
employee hiring & training
team building & leadership skills
time managment & operation skills
inventory control

education

Associate in Business Management

College of DuPage
Glen Ellyn, Illinois

certifications

Volunteer Fireman, Level 1
Winter, Wsconsin
1/2000 - 10/2008

EMT-B
Sawyer County, Wisconsin
6/2002 - 10/2008

Emergency Fire Warden
Wisconsin Department
of Natural Resources
5/1994 - 1/2013

professional experience

Operations Supervisor

Simon Property Group, Chicago Premium Outlets
Aurora, Illinois

1/2018 - present

- utilized my skill set to quickly adapt to Simon operational standards and manage many of the daily tasks originally held by the OD; most notably compactor logs resulting in exceeding our tonage goals and managing all other maintainance logs
- manage property expenses within budgeted levels by keeping strict inventory control, as well as recommended the purchase of a welder that has already paid for itself
- utilize daily walk-thrus as a way to inspect maintainance team's work and create punch lists, assist OD in managing tenant build-outs and capital projects
- participate in pre-construction meetings for tenant build-outs, conduct final walk-thru inspections and assist tenants with understanding their maintainance responsibilities
- fulfill MOD rotation as needed and manage day to day priorities by partnering with Marketing, Janitorial and Security Departments
- was selected on the Denver Premium Outlet Pre-Go Team, as well as, ERT for Hurricane Michael in Florida

Fire Technician / Supervisor

Navistar, Inc. / G4S
Melrose Park, Illinois

4/2017 - 1/2018

- medical 1st responder for a +1 million sq./ft manufacturing facility and 700-1000 employees daily
- work in conjunction with local fire / ems / police departments and company loss prevention department
- responsible for employee safety through daily plant inspections, maintenance logs, 3rd party sub-contract work and weekly fire suppression system tests
- coordinate and assist with (at minimum) quarterly evacuation drills

Foreman / Carpenter

Rudi Construction / General Contractor
Ojibwa, Wisconsin

5/2012 - 10/2016

Connel Construction
Winter, Wisconsin

4/2006 - 11/2011

- promoted to foreman within 2 years; reported directly to owners
- managed a 7 to 18 man crew for commercial & residential building construction company
- worked with strict time management to maintain deadlines resulting in complete customer satisfaction and a one year waitlist due to high demand
- in charge of project budget & supply orders and was primary liason between customer and company
- filed permits and worked with local county inspectors for building code & compliance
- hired sub-contractors for various build-out completion and interpretation of blueprint and architectural skematics
- specialized in commercial roofing including energy efficient rubber roofing systems and metal roofing systems

Co - Owner / Manager / Operator

Johansen Corner Bar & Grill
Winter, Wisconsin

5/1994 - 2/2017

- coordinated daily business operations such as: building and equipment maintenance & repair, supply orders, cash handling & book keeping, employee scheduling & pay roll and business marketing

BILL NO. 2879

ORDINANCE NO. 2698

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, ESTABLISHING THE CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT; APPROVING THE APPOINTMENT OF THE INITIAL BOARD OF DIRECTORS THERETO; AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT; AND FURTHER ACTION RELATED THERETO

WHEREAS, the City of Chesterfield, Missouri (the "City") is authorized and empowered pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), to establish a community improvement district as proposed by a verified petition; and

WHEREAS, on March 29, 2012, Chesterfield Blue Valley, LLC, a Missouri limited liability company (the "Developer"), and Donald E. Brasher and Barbara J. Maloney, tenants in common ("Brasher", and collectively, the "Petitioners") filed a Petition to Establish the Chesterfield Blue Valley Community Improvement District (the "Petition") with the City Clerk; and

WHEREAS, the City Clerk has verified that the Petition complies with the requirements of the CID Act; and

WHEREAS, after timely notice of the public hearing by publication and individually to each property owner within the proposed Chesterfield Blue Valley Community Improvement District (the "District") via registered or certified United States mail with a return receipt, the City Council held a public hearing regarding the establishment of the District on May 7, 2012, at the Chesterfield City Hall, 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 (the "Public Hearing"); and

WHEREAS, subject to and in accordance with the CID Act and the Petition, and upon the approval of the qualified voters of the District, the District intends: (a) to impose a sales tax in an amount at a rate of one percent (1%) ("Sales Tax") on the receipts from the sales at retail of all tangible personal property or taxable services at retail within the District, if such property and services are subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except such Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats, or outbound motors, not to public utilities, and (b) and, if necessary to fund debt service shortfalls on any obligations issued by the District, to levy a special assessment against the real property within the boundaries of the District in an aggregate amount not to exceed \$1,600,000.00 per year (the "Special Assessment"); and

WHEREAS, the Petition provides that the proposed members of the initial Board of Directors of the District be appointed by the Mayor with the consent of the City Council pursuant to Section 67.1451.5 of the CID Act; and

WHEREAS, the District proposes to apply the Sales Tax and the Special Assessment revenues to the payment of costs related to the improvements described in the Petition; and

WHEREAS, following closure of the Public Hearing and upon due consideration of the comments received, the City Council has determined that it is necessary and in the interest of the public health, safety, morals and general welfare of the people of the City to create the District; and

WHEREAS, the City, the District and the Developer desire to enter into a development agreement (the "Development Agreement") governing the construction of the project described in the Petition, and the operation and financing of the District.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, as follows:

Section 1. Pursuant to Section 67.1411.3 of the CID Act, the Chesterfield Blue Valley Community Improvement District is hereby formed as a political subdivision of the State of Missouri pursuant and subject to the terms of the Petition attached hereto as Exhibit A and incorporated herein by reference.

Section 2. The District shall not terminate sooner than one year from the date of this Ordinance.

Section 3. Pursuant to Section 67.1451.5 of the CID Act, the Mayor hereby appoints and the City Council of the City hereby approves the initial appointment of the District's Board of Directors as follows:

<u>Name</u>	<u>Initial Term</u>
Dean Wolfe	4 years from date of appointment
Eric Fjeseth	4 years from date of appointment
Marian Nunn	2 years from date of appointment
Arthur Spellmeyer	2 years from date of appointment
Raymond Wade	2 years from date of appointment

The date of appointment for each of the initial Board of Directors shall be the date of passage of this Ordinance. No further action by the Mayor or City Council is necessary for appointment of the Board of Directors.

Section 4. The Board of Directors of the District shall have its initial meeting on such date and at such time when a quorum of Board of Directors is available.

Section 5. Pursuant to Section 67.1421.6 of the CID Act, the City Clerk shall notify in writing the Missouri Department of Economic Development of the District's creation.

Section 6. The City Council hereby approves the Development Agreement in substantially the form attached hereto as Exhibit B, with such changes therein as shall be approved by the

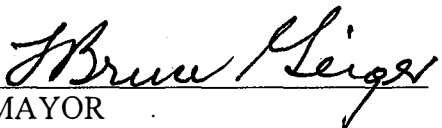
officers of the City executing the same. The Mayor is hereby authorized and directed to execute, on behalf of the City, the Development Agreement between the City, the District and the Developer, and the City Clerk is hereby authorized and directed to attest to the Development Agreement and to affix the seal of the City thereto; provided, however, that because the formation of the District and the authorization of the Development Agreement are conditioned on the District's approval thereof, if the Developer fails to (a) execute the Development Agreement, and (b) cause the District to execute the Development Agreement within thirty (30) days of the adoption of this Ordinance, this Ordinance shall be null and void and establishment of the District and the authority to execute the Development Agreement shall be terminated.

Section 7. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 8. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 9. This Ordinance shall be in full force and effect from and after its passage of the City Council and approval by the Mayor.

Passed and approved this 21st day of May, 2012.


MAYOR

(SEAL)

ATTEST:

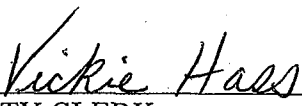

~~CITY CLERK~~
Deputy City Clerk

EXHIBIT A
TO FIRST AMENDMENT TO PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri

The Petition

**FIRST AMENDMENT TO PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri**

This Amendment ("Amendment") is submitted pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "Act"), by the petitioners whose signatures appear below (the "Petitioners"), requesting that the City of Chesterfield, Missouri City Council (the "Council") amend their Petition to Establish the Chesterfield Blue Valley Community Improvement District, attached hereto as Exhibit A (the "Petition") in the City of Chesterfield, Missouri (the "City") in accordance with this Amendment:

1. The Petition shall be hereby amended as follows:
 - (a) "Michael G. Herring, as representative of the City" is hereby deleted from Section 8, subclause (c) and replaced with "Arthur Spellmeyer, as representative of the Mall J.V."
2. This Amendment hereby incorporates by reference the Petition as though fully set forth herein.
3. By execution and submission of this Amendment, the Petitioners request that the Council establish the District as set forth in the Petition, as amended by this Amendment.

SIGNATURE PAGE FOR PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri

Name of Owner: Chesterfield Blue Valley, LLC

Owner's Telephone No.: 314/862-8120

Owner's Mailing Address: 7711 Bonhomme Ave., Ste. 901
Clayton, MO 63105

Name of Signer: R. Dean Wolfe

Signer's Telephone Number: 314/862-8120

Basis of Legal Authority to Sign: Manager of Wolfe Properties, LLC, Manager of
Chesterfield Blue Valley, LLC

Type of Entity: Missouri limited liability company

Signer's Telephone Number: 314/862-8120

Signer's Mailing Address: 7711 Bonhomme Ave., Ste. 901
Clayton, MO 63105

Property Owned & Assessed Value: 183.042 acres assessed at \$42,140, as further
identified by the map set forth on Exhibit B and the
parcel numbers and assessed values set forth on
Exhibit D

[Signature and notary acknowledgement follows.]

By executing this petition, the undersigned represents and warrants that he is authorized to execute this petition on behalf of the property owner named immediately above.

R. Dean Wolfe
R. Dean Wolfe

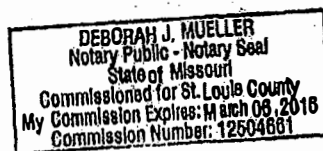
May 7, 2012
Date

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

Before me personally appeared **R. Dean Wolfe**, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 7th day of May, 2012.

Deborah J. Mueller
Notary Public
My commission expires



SIGNATURE PAGE FOR PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri

Name of Owner: Donald E Brasher & Barbara J. Maloney, tenants in common

Owner's Telephone No.: 636/532-3827

Owner's Mailing Address: 18575 Olive Street Rd.
Chesterfield, MO 63005

Name of Signer: Donald E. Brasher & Barbara J. Maloney

Signer's Telephone Number: 636/532-3827

Basis of Legal Authority to Sign: Owners as tenants in common

Type of Entity: Tenants in Common

Signer's Telephone Number 636/532-3827

Signer's Mailing Address: 18575 Olive Street Rd.
Chesterfield, MO 63005

Property Owned & Assessed Value: 5.598 acres assessed at \$30,880, as further identified
by the map set forth on Exhibit B and the parcel
numbers and assessed values set forth on Exhibit D

[Signatures and notary acknowledgements follow.]

By executing this petition, the undersigned represents and warrants that he is authorized to execute this petition on behalf of the property owners named immediately above.

Donald E. Brasher
Donald E. Brasher

5/7/12
Date

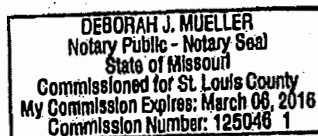
STATE OF MISSOURI)
) SS:
COUNTY OF ST. LOUIS)

Before me personally appeared Donald E. Brasher, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 7th day of May, 2012.

Deborah J. Mueller
Notary Public

My commission expires



By executing this petition, the undersigned represents and warrants that she is authorized to execute this petition on behalf of the property owners named immediately above.

Barbara J. Maloney
Barbara J. Maloney

5-9-12
Date

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

Before me personally appeared Barbara J. Maloney, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 7th day of May, 2012.

Deborah J. Mueller
Notary Public

My commission expires

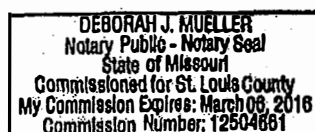


EXHIBIT A
CID PETITION

**PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri**

This Petition (the "Petition") is submitted pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "Act"), by the petitioners whose signatures appears below (the "Petitioners"), requesting that the City of Chesterfield, Missouri City Council (the "Council") establish the Chesterfield Blue Valley Community Improvement District (the "District") in the City of Chesterfield, Missouri (the "City") in accordance with this Petition:

1. The Petitioners (a) constitute the property owners collectively owning more than fifty percent by assessed value of the real property within the boundaries of the District; and (b) constitute more than fifty percent per capita of all owners of real property within the District.

2. The District includes all of the real property legally described in Exhibit A attached to and made a part of this Petition (the "Property").

3. A map illustrating the boundaries of the District is attached to and made a part of this Petition as Exhibit B.

4. The name of the District shall be the Chesterfield Blue Valley Community Improvement District.

5. The Petitioners are hereby notified that the signatures of the Petitioners may not be withdrawn later than seven days after this Petition is filed with the municipal clerk of the City.

6. The five year plan for the District, including the purposes, powers, eligible services and improvements, and the budget, is as follows:

(a) Purposes. The purposes of the District are (i) to fund or assist in the funding of certain services and improvements (the "Eligible Services and Improvements") described below by levying a sales and use tax, as permitted by this Petition and the Act; and (ii) to allow landowners within the District to coordinate efforts to improve the District through the implementation of Eligible Services and Improvements that are deemed by the District to be necessary or desirable to the District. The District's purposes shall be implemented according to the provisions of the Act and the District may incur or issue obligations for the purposes of carrying out any of its powers, duties or purposes as provided in Section 67.1491 of the Act.

(b) Eligible Services and Improvements. The following services and improvements shall be Eligible Services and Improvements:

(i) causing certain infrastructure and site improvements to be made for the benefit of the entire District, including but not limited to rough grading the land within the District; installation of electricity, water, storm sewer, sanitary sewer, natural gas, data/telecommunications transmission lines within the District in order that said utility services may be available to all lots or parcels within the

District; installation of any signs, sidewalks, streetlights, landscaping or other amenities benefiting the entire District; and the construction of parking improvements, streets, access roads, drive lanes and similar improvements within the District;

(ii) causing the necessary engineering, planning, administrative, and legal work to be done for formation and development of the District as a whole;

(iii) employing persons for, or contracting for the provision of, landscape and streetscape maintenance services to access drives, lawns, and parking areas on property open to public view (whether owned by the District or by persons within the District) in the District to improve the appearance and image of the District, including but not limited to purchasing, installing and maintaining trees, shrubs, flowers and other vegetation; maintaining pots and planters; planting and replacing trees located along or adjacent to public rights-of-way and private drives; purchasing, installing, operating and maintaining lighting and public art; mowing, seeding and fertilizing grass and other vegetation located in parks, boulevards and public rights-of-way;

(iv) providing or contracting for the provision of cleaning and maintenance services on property open to public view in order to improve the appearance and image of the District, including, but not necessarily limited to litter removal, purchase and maintenance of trash receptacles, cleaning and sweeping of sidewalks, streets, parking areas, private drives, parks and gutters;

(v) employing or contracting for the provision of personnel to assist landowners, occupants, and users to improve security and safety conditions within the District, including but not limited to addressing public safety concerns, identifying and reporting public nuisances, and (if deemed advisable by the District) conducting security patrols;

(vi) hiring or contracting for personnel to staff and provide services to the District, and furnishing and equipping such staff necessary to provide Eligible Services and Improvements;

(vii) establishing a reserve fund for future maintenance expenses and the replacement or repair of capital improvements which constitute Eligible Services and Improvements; and

(viii) performing any other services and improvements authorized under the Act.

(c) Budget. The initialization of the Eligible Services and Improvements is to occur within the first year of the existence of the District. The implementation of a District sales and use tax shall be subject to Section 14, below. The schedule of anticipated revenues for the District are shown on Exhibit C-1, attached to and made a part of this Petition. The estimated costs of the Eligible Services and Improvements are shown on Exhibit C-2, attached to and made a part of this Petition.

7. The District shall be a political subdivision of the State of Missouri, with all the powers granted to and/or exercisable by a political subdivision under the Act and the other laws and regulations of the State of Missouri.

8. The District shall be governed by a board of directors (the "Board") appointed by the mayor of the City, with the consent of the Council, which Board shall be comprised of owners of real property/owners of businesses operating within the District or their representatives selected from a slate of candidates submitted by the Board, and one representative of the City. The initial Board shall include the following Directors with the following terms:

- (a) Dean Wolfe, as representative of Chesterfield Blue Valley, LLC for four years from the date the District is established;
- (b) Marian Nunn, as representative of Chesterfield Blue Valley, LLC for two years from the date the District is established;
- (c) Michael G. Herring, as representative of the City for two years from the date the District is established;
- (d) Eric Fjeseth, as representative of the joint venture between CPG Partners, L.P. and The Woodmont Company (the "Mall J.V.") for four years from the date the District is established; and
- (e) Raymond Wade, as representative of the Mall J.V. for two years from the date the District is established.

9. The Board shall be comprised of five (5) directors and Chesterfield Blue Valley, LLC and the Mall J.V. (or any affiliates, successors or assignees thereof or of the individual members thereof) shall each have two representatives on the Board so long as they continue to own real property or businesses operating within the District.

10. The total assessed value of all of the real property within the District is \$73,020.00. A schedule showing assessed value calculations for the entire District and each separate tax parcel within the District is shown on Exhibit D, attached to and made a part of this Petition.

11. Petitioners are not seeking a determination by the City that the District is a blighted area as defined in Section 67.1401.2(3), RSMo.

12. Subject to Section 14, below, the District will continue to exist and function following the District's establishment by ordinance for a minimum of twenty-five (25) years, and shall have the right to continue in existence in accordance with the Act for so long as (a) the District is able to collect and use District revenues to pay for Eligible Services and Improvements, and (b) has outstanding debt obligations (the "Term"); provided, however, that the Term of the District shall not exceed thirty-five (35) years.

13. The Petitioners do not intend to submit real property taxes or business license taxes to the qualified voters for approval, and therefore the maximum rates of real property taxes and business license taxes proposed in this Petition are zero.

14. The District shall have the power to levy a sales and use tax of up to one percent (1%).

15. The District shall not file notice of the results of any election to impose a sales and use tax with the director of the department of revenue per Section 67.1545 of the Act until: (a) Chesterfield Blue Valley, LLC has transferred its interest in that portion of the Property to be developed as a retail outlet mall to the Mall J.V., (or any affiliates, successors or assignees thereof or of the individual members thereof), and (b) Chesterfield Blue Valley, LLC, the Mall J.V., or a related entity or entities, or their successors or assigns, have incurred at least \$10,000,000 in Eligible Services and Improvements (excluding "soft" costs of construction including, but not limited to, engineering, legal, architectural and other professional consulting fees, wages paid for services such as security and maintenance, personal property, decorative items, and the like); provided, however, that if neither of these events has occurred on or before February 28, 2014, subject to extension to the extent delayed by events of force majeure, then no such notice shall be filed and the Petitioners shall cause the District to be terminated.

16. The District shall have the right to levy a special assessment against the real property within the boundaries of the District (the "Special Assessment") to provide additional revenues to the District to pay for debt service shortfalls on District obligations. The Board does not initially intend to levy the Special Assessment, and shall only do so in the event that the District's sales tax revenues are insufficient to meet the District's debt service obligations. The maximum rate of the Special Assessment shall be \$1,600,000.00 per year in the aggregate, and shall be allocated among said property based on the square footage of completed improvements on each individual parcel. The Special Assessment shall be assessed, if at all, on an annual basis in the discretion of the Board.

Each fiscal year the Board shall establish the rate of the Special Assessment, based upon, and as necessary to pay, any debt service shortfall of the District. The Board shall levy the Special Assessment for each fiscal year against all applicable benefited real property within the District in accordance with the terms of this Petition, the Special Assessment Petition, and any subsequent special assessment petition submitted to the Board by the District Property owners in accordance with the Act and the Board Resolution. The Board shall notify the St. Louis County Assessor of the total amount of the Special Assessment for each parcel of real property within the District; provided, however, that the Special Assessment shall not exceed the maximum rate set forth in this Petition.

17. There are no limitations on the borrowing capacity of the District, on the revenue generation of the District, or on the powers of the District, except as specifically set forth in the Act, this Petition, any binding agreement entered into by the District, or as are otherwise applicable under the laws of the State of Missouri; however, the Petitioners acknowledge that the principal amount of any obligations issued to finance the Eligible Services and Improvements shall not exceed \$30,000,000 plus costs of issuance, accrued interest, capitalized interest, a debt service reserve fund and reasonable administrative fees related to the operation of the District.

18. By execution and submission of this Petition, the Petitioners request that the Council establish the District as set forth in this Petition.

**SIGNATURE PAGE FOR PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri**

Name of Owner: Chesterfield Blue Valley, LLC

Owner's Telephone No.: 314/862-8120

Owner's Mailing Address: 7711 Bonhomme Ave., Ste. 901
Clayton, MO 63105

Name of Signer: R. Dean Wolfe

Signer's Telephone Number: 314/862-8120

Basis of Legal Authority to Sign: Manager of Wolfe Properties, LLC, Manager of
Chesterfield Blue Valley, LLC

Type of Entity: Missouri limited liability company

Signer's Telephone Number: 314/862-8120

Signer's Mailing Address: 7711 Bonhomme Ave., Ste. 901
Clayton, MO 63105

Property Owned & Assessed Value: 183.042 acres assessed at \$42,140, as further
identified by the map set forth on Exhibit B and the
parcel numbers and assessed values set forth on
Exhibit D

[Signature and notary acknowledgement follows.]

By executing this petition, the undersigned represents and warrants that he is authorized to execute this petition on behalf of the property owner named immediately above.

R. Dean Wolfe
R. Dean Wolfe

March 19, 2012
Date

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

Before me personally appeared **R. Dean Wolfe**, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 19 day of March, 2012.

Sandra S. Williams
Notary Public
My commission expires

SANDRA S. WILLIAMS
Notary Public - State of Missouri
My Commission Expires March 1, 2013
St. Louis County
Commission #09514359

**SIGNATURE PAGE FOR PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri**

Name of Owner:	Donald E Brasher & Barbara J. Maloney, tenants in common
Owner's Telephone No.:	636/532-3827
Owner's Mailing Address:	18575 Olive Street Rd. Chesterfield, MO 63005
Name of Signer:	Donald E. Brasher & Barbara J. Maloney
Signer's Telephone Number:	636/532-3827
Basis of Legal Authority to Sign:	Owners as tenants in common
Type of Entity:	Tenants in Common
Signer's Telephone Number	636/532-3827
Signer's Mailing Address:	18575 Olive Street Rd. Chesterfield, MO 63005
Property Owned & Assessed Value:	5.598 acres assessed at \$30,880, as further identified by the map set forth on Exhibit B and the parcel numbers and assessed values set forth on Exhibit D

[Signatures and notary acknowledgements follow.]

By executing this petition, the undersigned represents and warrants that he is authorized to execute this petition on behalf of the property owners named immediately above.

Donald E. Brasher
Donald E. Brasher

3/29/12
Date

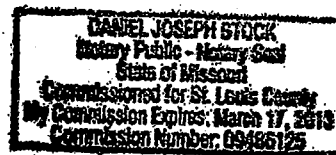
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

Before me personally appeared Donald E. Brasher, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 29 day of March, 2012.

Daniel A. A.
Notary Public

My commission expires 3/17/2013



By executing this petition, the undersigned represents and warrants that she is authorized to execute this petition on behalf of the property owners named immediately above.

Barbara J. Maloney
Barbara J. Maloney

3-29-12
Date

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

Before me personally appeared Barbara J. Maloney, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 29 day of March, 2012.

Leah Redman
Notary Public

My commission expires

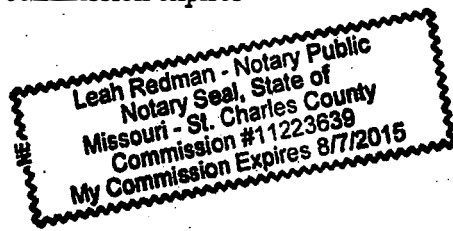


EXHIBIT A
TO PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri

LEGAL DESCRIPTION OF REAL PROPERTY COMPRISING THE DISTRICT

Parcel 1:

A tract of land in U.S. Survey 368, Township 45 North, Range 3 East, in St. Louis County, Missouri, consisting of part of Lots 1 through 8 of the Partition in the Estate of Conrad Kroenung as said lots were established by Report of Commissioners recorded August 13, 1879 in Book 4 page 583, and including all of a former private right of way 20 feet wide lying West of Lots 2 through 7 of said Partition of the Conrad Kroenung Estate and created by said Report of Commissioners as an outlet to Olive Street Road and later abolished by instrument of Herbert Jacob Schmidt and Theodore Frederick Schmidt recorded as Daily Number 14 on February 26, 1931, and further including all accretions attaching to said Lot 1 under the riparian rights allotted with said Lot 1 by the Commissioners in said Partition and being more particular described as follows:

Beginning at the point of intersection of the Western line of the lands of Conrad Kroenung as subdivided by said Report of Commissioners recorded in Book 4 page 583 and the Northern line of Olive Street Road, 60 feet wide; thence North 11 degrees 44 minutes West and along the Western line of said land of Conrad Kroenung as subdivided in partition 3,715 feet, more or less, to the Southern line of the Missouri River; thence Eastwardly and along the Southern line of said Missouri River to a point on the Western line of a tract of land conveyed to Thomas Bayer by deed recorded in Book I-6 page 533 of the St. Louis County (now St. Louis City) Records; thence South 11 degrees 42 minutes East in part along the Western line of said tract of land conveyed to Thomas Bayer by said deed recorded in Book I-6 page 533 and in part striking a line through said Lots 1 through 8 and any accretions to said Lot 1, 4,427 feet, more or less, to a point on the Northern line of Olive Street Road, 60 feet wide; thence North 82 degrees 49 minutes West and along the Northern line of Olive Street Road, 1,033.75 feet to the point of beginning, according to survey prepared by Elbring Surveying Co. during January, 1931; bounded North by the Southern line of the Missouri River, on the East in part by the Western line of a tract of land conveyed to Thomas Bayer by deed recorded in Book I-6 page 533 of the St. Louis County (now St. Louis City) Records and in part by the Eastern line of the tract of land conveyed to Herbert Jacob Schmidt and Theodore Frederick Schmidt, and joint tenants, by deed recorded February 14, 1931 in Book 1136 page 1, on the South by the Northern line of Olive Street Road, 60 feet wide, and on the West by the Western line of the lands of Conrad Kroenung as subdivided by Report of Commissioners in Partition recorded in Book 4 page 583.

Parcel 2:

A tract of land being Lot 1 of McGrath Plaza as recorded in Plat Book 325, Pages 11 and 12 of the St. Louis County records, being located in U.S. Surveys 102, 368 and 371, Township 45

North, Range 3 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

BEGINNING at a Stone marking the Southwesterly corner of above said Lot 1 of McGrath Plaza, said point being the Southeasterly corner of a tract of land as conveyed to James R. Arendt, et al by Deed Book 17113 Page 1365 of the above said Records, thence along said common line of said McGrath Plaza and Arendt tract North 13 degrees 15 minutes 42 seconds West, a distance of 4607.10 feet to Northwestern corner of the aforesaid Lot 1 being on the South bank of the Missouri River more or less; thence along the Northern line of Lot 1 and the South bank of the Missouri River North 57 degrees 19 minutes 25 seconds East, a distance of 357.39 feet to the Western right-of-way Line of Missouri State Highway 40 TR, said point also being the Northeast corner of Lot 1; thence along said Western right-of-way line South 17 degrees 23 minutes 21 seconds East, a distance of 488.99 feet to a point; thence South 24 degrees 22 minutes 45 seconds East, a distance of 703.49 feet to a point; thence South 21 degrees 10 minutes 10 seconds East, a distance of 613.08 feet to a point; thence South 24 degrees 27 minutes 38 seconds East, a distance of 752.51 feet to a point; thence South 20 degrees 36 minutes 24 seconds East, a distance of 457.22 feet to a point; thence South 32 degrees 06 minutes 57 seconds East, a distance of 717.96 feet to a point; thence South 42 degrees 52 minutes 58 seconds East, a distance of 102.58 feet to a point; thence along a curve to the left having a radius of 4016.54 feet, an arc length of 508.24 feet, and a chord which bears South 39 degrees 02 minutes 56 seconds East, a chord distance of 507.90 feet to a point; thence North 47 degrees 19 minutes 34 seconds East, a distance of 5.00 feet to a point; thence along a curve to the left having a radius of 4011.54 feet, an arc length of 304.56 feet, and a chord which bears South 44 degrees 50 minutes 56 seconds East, a chord distance of 304.49 feet to a point; thence North 42 degrees 58 minutes 34 seconds East, a distance of 5.00 feet to a point; thence along a curve to the left having a radius of 4006.54 feet, an arc length of 604.81 feet, and a chord which bears South 51 degrees 20 minutes 55 seconds East, a chord distance of 604.24 feet to the Northwestern line of Relocated Olive Street Road (38 feet wide) as shown on the plat of the aforesaid McGrath Plaza; thence South 42 degrees 47 minutes 18 seconds West, a distance of 69.46 feet to a point; thence along a curve to the right having a radius of 952.78 feet, an arc length of 641.62 feet, and a chord which bears South 62 degrees 04 minutes 49 seconds West, a chord distance of 629.56 feet to the Northern line of Olive Street Road (60' feet wide); thence along said Northern line North 84 degrees 12 minutes 42 seconds West, a distance of 377.14 feet to an iron pipe at the Southeast corner of a tract of land described in a deed to William F Brasher, Trustee, as recorded in Deed Book 14298, Page 1926 of the St. Louis County Records; thence along the Eastern line of said Brasher tract North 05 degrees 47 minutes 18 seconds East, a distance of 415.56 feet to the northeastern corner thereof; thence along the Northern line of said Brasher tract North 84 degrees 12 minutes 42 seconds West, a distance of 628.93 feet to the Northwestern corner thereof; thence along the Western line of said Brasher tract South 05 degrees 47 minutes 18 seconds West, a distance of 415.56 feet an iron pipe on the aforesaid Northern line of Olive Street Road; thence along said Northern line North 84 degrees 23 minutes 54 seconds West, a distance of 236.30 feet to the Point of Beginning.

Parcel 3:

A tract of land being part of a larger tract as conveyed to William F. Brasher, trustee by the instrument recorded in Book 14298 page 1926 of the St. Louis County Records, located in U.S. Survey 368, Township 45 North Range 3 East of the Fifth Principal Meridian, City of Chesterfield, in St. Louis County, Missouri, being more particularly described as follows:

Commencing at the southeast corner of above said Brasher tract, said point also being located on the north line of Olive Street Road, 60 feet wide; thence along the east line of said Brasher tract North 07 degrees 31 minutes 52 seconds East, 247.34 feet to the beginning of a non-tangent curve to the right for which the radius point bears North 45 degrees 22 minutes 27 seconds East, 4656.54 feet, said point also being the POINT OF BEGINNING of the herein described tract; thence departing last said east line along said curve with a chord which bears North 42 degrees 59 minutes 52 seconds West, 264.62 feet, an arc length of 264.65 feet to the north line of above said Brasher tract; thence along said north line South 82 degrees 28 minutes 08 seconds East, 204.27 feet to the northeast corner of said Brasher tract; thence along the east line of said Brasher tract, South 07 degrees 31 minutes 52 seconds West, 168.22 feet to the Point of Beginning, according to calculations performed by Stock and Associates Consulting Engineers, Inc. on August 10, 2009.

Parcel 4:

A tract of land in U.S. Surveys 102 and 368, Township 45 North Range 3 East in St. Louis County, Missouri and being more particularly described as follows:

Beginning at an old stone at the intersection of the West line of a tract of land now or formerly of Enid J. Brasher and William F. Brasher, her husband by deed recorded in the Deed Book 4014, Page 560 of the St. Louis County Records, with the North line of Olive Street Road, 60.00 feet wide; thence along said North line of Olive Street Road, South 84 degrees 23 minutes 54 seconds East, 236.30 feet to the point of beginning of the tract hereinafter described; thence continuing along said North line of Olive Street Road South 84 degrees 12 minutes 42 seconds East 628.93 feet; thence North 5 degrees 47 minutes 18 seconds East, 415.56 feet to a point; thence North 84 degrees 12 minutes 42 seconds West 628.93 feet to a point; thence South 5 degrees 47 minutes 18 seconds West 415.56 feet to a point in the North line of said Olive Street Road, 60.00 feet wide, being the point of beginning.

Less the following:

A tract of land being part of a larger tract as conveyed to William F. Brasher, trustee by the instrument recorded in Book 14298, Page 1926 of the St. Louis County Records, located in U.S. Survey 368, Township 45 North 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Commencing at the southeast corner of above said Brasher tract, said point also being located on the north line of Olive Street Road, 60 feet wide; thence along the east line of said Brasher tract North 07 degrees 31 minutes 52 seconds East, 247.34 feet to the beginning of a non-tangent curve to the right for which the radius point bears North 45 degrees 22 minutes 27

seconds East, 4656.54 feet, said point also being the POINT OF BEGINNING of the herein described tract; thence departing last said east line along said curve with a chord which bears North 42 degrees 59 minutes 52 seconds West, 264.62 feet, an arc length of 264.65 feet to the north line of above said Brasher tract; thence along said north line South 82 degrees 28 minutes 08 seconds East, 204.27 feet to the northeast corner of said Brasher tract; thence along the east line of said Brasher tract, South 07 degrees 31 minutes 52 seconds West, 168.22 feet to the Point of Beginning and containing 17,513 square feet or 0.402 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on August 10, 2009.

EXHIBIT B
FORM OF DEVELOPMENT AGREEMENT

EXHIBIT B
TO PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri
MAP OF DISTRICT BOUNDARIES

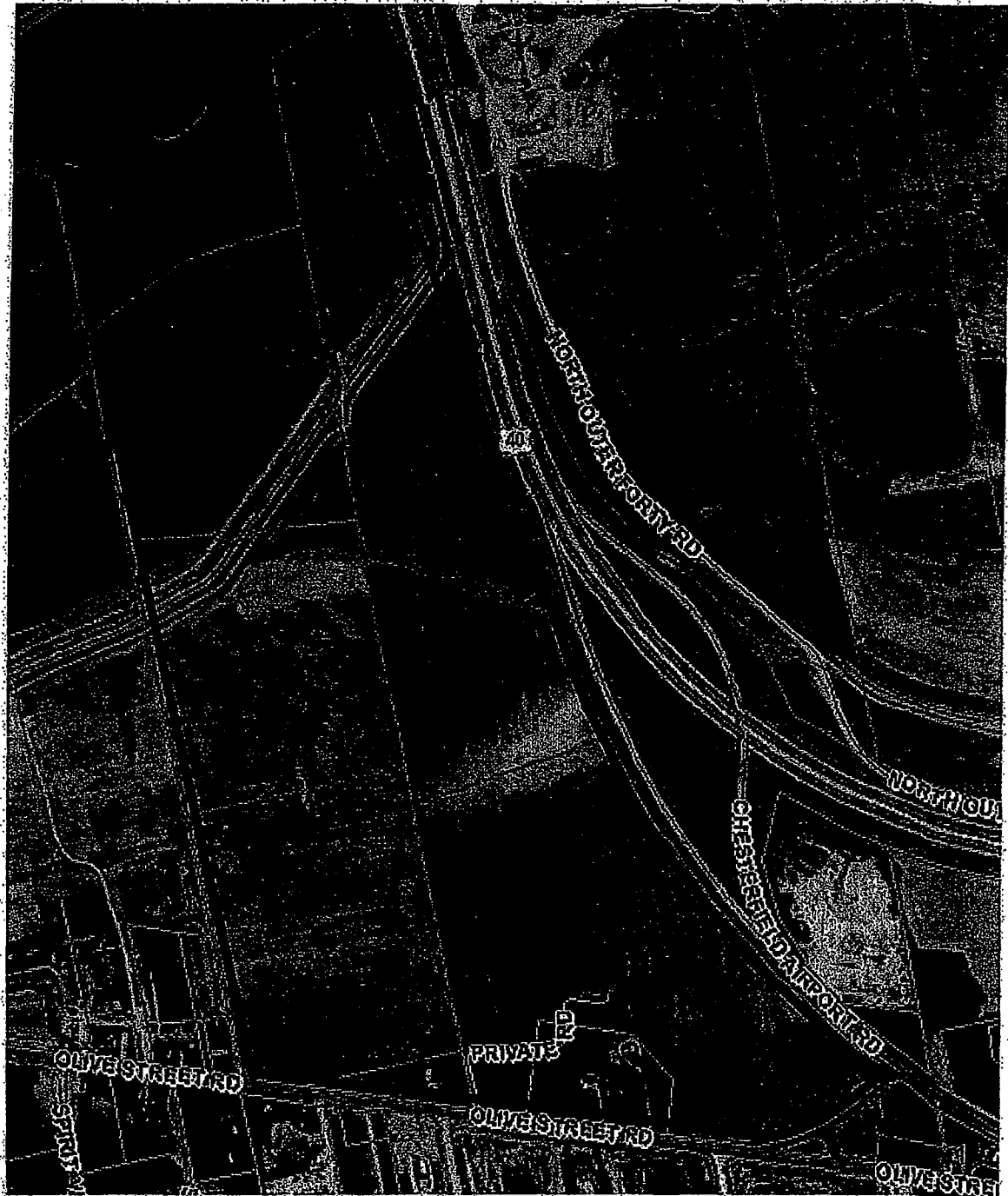


EXHIBIT C-1
TO PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri

SCHEDULE OF ANTICIPATED REVENUES

	2012	2013	2014	2015	2016	2017	2018
Total Taxable Sales	-	21,879,375	149,906,250	218,457,656	276,559,924	286,239,522	296,257,905
District Revenue	-	218,794	1,499,063	2,184,577	2,765,599	2,862,395	2,962,579
Sales Tax Rate	0.01	0.01	0.01	0.01	0.01	0.01	0.01

EXHIBIT C-2
TO PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri

SCHEDULE OF ANTICIPATED COST OF INITIAL ELIGIBLE SERVICES AND IMPROVEMENTS

	Peripheral	Outlet Mall	TOTAL
Earthwork/Grading/Seepage, Silt Control/Select Fill	1,560,000	7,200,000	8,760,000
Streets (Net of TDD)			
Outlet Boulevard	520,000		520,000
Blue Valley Avenue	350,000		350,000
Premium Street	200,000		200,000
Premium Way	400,000		400,000
Domestic Fire and Water	650,000	500,000	1,150,000
Sanitary Sewer	275,000	500,000	775,000
Storm Sewer/Drainage	1,500,000	600,000	2,100,000
Hardscape Drainage	500,000	400,000	900,000
Paving/Curb & Gutter	1,500,000	3,500,000	5,000,000
Parking Structure(s)	5,000,000		5,000,000
Landscape & Irrigation	1,500,000	2,000,000	3,500,000
Stormwater Management	600,000	500,000	1,100,000
Pond, Fountains	180,000	90,000	270,000
Screenwalls & Site Fencing	850,000	750,000	1,600,000
Site Lighting	600,000	950,000	1,550,000
Hardscape Lighting	350,000	475,000	825,000
Signage	350,000	650,000	1,000,000
Amenities		400,000	400,000
Security		95,000	95,000
Custodial		45,000	45,000
Artwork, Ash/Trash Cans, Benches, Etc.	400,000	50,000	450,000
1/2 Acre Park, Chestnut Tree Preservation	750,000		750,000
Engineering, Professional Consultants, Surveys, etc.	750,000		750,000
Land Cost	1,112,000		1,112,000
Awnings, tensile and canopies		1,500,000	1,500,000
Fire Protection		725,000	725,000
Fire Alarm		225,000	225,000
Electrical		350,000	350,000
TOTAL	19,897,000	21,505,000	41,402,000

EXHIBIT D
TO PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri

SCHEDULE OF ASSESSED VALUE

The District Property is made up of various individually assessed parcels. Ownership and assessed value of parcels within the District are as follows:

<u>Tax Parcel Number</u>	<u>Owner</u>	<u>Land Area</u>	<u>Assessed Value</u>
16W210022	Chesterfield Blue Valley LLC	24.33 ac.	\$1,800
16W210033		1.17 ac.	\$80
16W230031		12.0 ac.	\$1,280
16W230042		25.0 ac.	\$2,680
16W230064		28.876 ac.	\$10,140
17W520025		2.5 ac.	\$2,340
17W530123		28.02 ac.	\$2,060
17W540089		61.146 ac.	\$21,760
17W520069	Donald E. Brasher & Barbara J. Maloney, tenants in common	5.598 ac.	\$30,880
	TOTAL:	188.64 ac. +/-	\$73,020

EXHIBIT B
FORM OF DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

among the

CITY OF CHESTERFIELD, MISSOURI,

CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT,

and

CHESTERFIELD BLUE VALLEY, LLC

dated as of

_____, 2012

TABLE OF CONTENTS

ARTICLE I. RECITALS, EXHIBITS AND DEFINITIONS.....	2
SECTION 1.1 RECITALS AND EXHIBITS	2
SECTION 1.2 DEFINITIONS	2
ARTICLE II. REPRESENTATIONS OF PARTIES.....	6
SECTION 2.1 REPRESENTATIONS BY THE DISTRICT	6
SECTION 2.2 REPRESENTATIONS BY THE CITY	7
SECTION 2.3 REPRESENTATIONS BY THE DEVELOPER.....	7
ARTICLE III. COLLECTION OF FUNDS	8
SECTION 3.1 IMPOSITION OF THE DISTRICT SALES TAX	8
SECTION 3.2 ADMINISTRATION AND COLLECTION OF THE DISTRICT SALES TAX	8
SECTION 3.3 COLLECTION FEE FOR THE DISTRICT SALES TAX	9
SECTION 3.4 ENFORCEMENT OF THE DISTRICT SALES TAX	9
SECTION 3.5 SPECIAL ASSESSMENT	9
SECTION 3.6 OPERATING COSTS	10
SECTION 3.7 RECORDS OF THE DISTRICT REVENUES.....	10
SECTION 3.8 REPEAL OF THE DISTRICT REVENUES	10
ARTICLE IV. CONSTRUCTION AND FINANCING OF DISTRICT PROJECT	10
SECTION 4.1 DESIGN AND CONSTRUCTION OF DISTRICT PROJECT	10
SECTION 4.2 BLUE VALLEY TRANSPORTATION PROJECT	11
SECTION 4.3 APPLICATION OF PREVAILING WAGE, PUBLIC BIDDING AND OTHER LAWS	11
SECTION 4.4 FINANCING THE DISTRICT PROJECT	11
SECTION 4.5 REIMBURSEMENTS LIMITED TO REIMBURSABLE PROJECT COSTS; DEVELOPER'S RIGHT TO SUBSTITUTE.....	12
SECTION 4.6 CERTIFICATE OF SUBSTANTIAL COMPLETION.....	12
SECTION 4.7 INSURANCE.....	13
SECTION 4.8 ANNUAL BUDGET; ANNUAL FINANCIAL STATEMENTS	14
ARTICLE V. DISTRICT OBLIGATIONS	14
SECTION 5.1 REIMBURSEMENT OF COSTS; ISSUANCE OF DISTRICT OBLIGATIONS	14
SECTION 5.2 LIMITED OBLIGATIONS	14
SECTION 5.3 USE OF DISTRICT REVENUES PRIOR TO ISSUANCE OF OBLIGATIONS	14
SECTION 5.4 COOPERATION IN THE ISSUANCE OF DISTRICT OBLIGATIONS	14
SECTION 5.5 NO OTHER OBLIGATIONS OR USES OF DISTRICT REVENUES.....	15
SECTION 5.6 DISTRICT NOTES.....	15
SECTION 5.7 APPLICATION OF DISTRICT REVENUES	15
SECTION 5.8 CONDITIONS PRECEDENT TO ISSUANCE OF DISTRICT NOTES	15
SECTION 5.9 HOLDBACK FROM ISSUANCE OF DISTRICT NOTES	16
SECTION 5.10 DISTRICT BONDS	16
SECTION 5.11 CONDITIONS PRECEDENT TO ISSUANCE OF DISTRICT BONDS	16
SECTION 5.12 PLEDGE OF DISTRICT REVENUES.....	17
SECTION 5.13 COVENANT TO REQUEST ANNUAL APPROPRIATION	17
SECTION 5.14 GOVERNANCE OF THE DISTRICT	17
SECTION 5.15 ISSUANCE OF DISTRICT OBLIGATIONS BY COUNTY IDA	18
ARTICLE VI. SPECIAL COVENANTS	18
SECTION 6.1 RECORDS OF THE DISTRICT	18
SECTION 6.2 DEVELOPER'S COVENANTS RELATED TO THE DISTRICT	18
SECTION 6.3 GOVERNMENTAL APPROVALS	19

SECTION 6.4	FUTURE SPECIAL TAXING DISTRICT FORMATION	19
ARTICLE VII. DEFAULTS AND REMEDIES.....		19
SECTION 7.1	EVENTS OF DEFAULT.....	19
SECTION 7.2	REMEDIES ON DEFAULT.....	20
SECTION 7.3	RIGHTS AND REMEDIES CUMULATIVE.....	20
SECTION 7.4	WAIVER OF BREACH.....	20
SECTION 7.5	EXCUSABLE DELAYS	20
ARTICLE VIII. MISCELLANEOUS		20
SECTION 8.1	EFFECTIVE DATE.....	20
SECTION 8.2	FEDERAL WORK AUTHORIZATION PROGRAM.....	20
SECTION 8.3	RELEASE AND INDEMNIFICATION	20
SECTION 8.4	SUCCESSORS AND ASSIGNS	21
SECTION 8.5	IMMUNITIES.....	22
SECTION 8.6	MODIFICATION	22
SECTION 8.7	NOTICES	22
SECTION 8.8	APPLICABLE LAW; COMMON REPRESENTATION.....	23
SECTION 8.9	VALIDITY AND SEVERABILITY.....	23
SECTION 8.10	EXECUTION OF COUNTERPARTS	24

Exhibit A – Description of District Project and Estimated Reimbursable Project Costs

Exhibit B – Form of Certificate of Reimbursable Project Costs

Exhibit C – Form of Certificate of Substantial Completion

Exhibit D – Legal Description

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**"), entered into as of this ____ day of April, 2012, by and among the **CITY OF CHESTERFIELD, MISSOURI**, a third-class city of the State of Missouri (the "**City**"), the **CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the "**District**"), and **CHESTERFIELD BLUE VALLEY, LLC**, a Missouri limited liability company (the "**Developer**") (the City, the District and the Developer being collectively referred to herein as "**Parties**," and individually as "**Party**," as the context so requires).

WITNESSETH:

WHEREAS, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "**CID Act**"), the City is authorized and empowered to establish a community improvement district as proposed by a verified petition; and

WHEREAS, in accordance with the requirements of the CID Act, Chesterfield Blue Valley, LLC (the "**Developer**"), filed a Petition for the Creation of a Community Improvement District with the Clerk of the City on or about March 29, 2012 (the "**Petition**"), to form a community improvement district known as the Chesterfield Blue Valley Community Improvement District (the "**District**"); and

WHEREAS, the City, the District and the Developer desire to enter into a development agreement to provide for the construction of the projects described in the Petition, and the governance, operation and financing of the District (this "**Agreement**"); and

WHEREAS, on April 9, 2012, the City Clerk verified the Petition and set a public hearing for the consideration of the Petition on May 7, 2012, pursuant to Section 67.1421.1 of the CID Act; and

WHEREAS, after notice of the public hearing was given by publication and individually to each property owner within the District, a public hearing was held on May 7, 2012, regarding the creation of the District; and

WHEREAS, subject to and in accordance with the CID Act and the Petition, and upon the approval of the qualified voters in the District, the District intends to (a) impose a sales and use tax on all retail sales made in the District at a rate not to exceed one percent (1.0%) (the "**District Sales Tax**"), and (b) if necessary, levy a special assessment to provide additional revenues to repay the District Obligations defined herein (the "**Special Assessment**").

WHEREAS, the City, pursuant to Ordinance No. [____], passed and approved by the City Council of the City on [CID Ordinance date], created the District in accordance with the CID Act and authorized the execution of this Agreement (the "**CID Ordinance**"); and

WHEREAS, the District is authorized under the CID Act to undertake the District Project (as defined herein and described in the Petition and on Exhibit A, attached hereto and incorporated herein by reference), which includes certain improvements within the boundaries of the District, and to impose the District Sales Tax and, if necessary, the Special Assessment, which will be used to reimburse the Developer for Reimbursable Project Costs (as defined herein); and

WHEREAS, the City Council of the City has determined that the action to be taken pursuant to this Agreement will serve a public purpose.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE I. RECITALS, EXHIBITS AND DEFINITIONS

Section 1.1 Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2 Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

"Agreement" shall mean this Development Agreement, as amended from time to time in accordance with its terms.

"Annual Operating Fund Deposit" means (a) for the fiscal year ending December 31, 2012, an amount not to exceed \$25,000, and (b) for each fiscal year of the District thereafter, an amount not to exceed \$25,000, plus an annual increase of three percent (3%).

"Authorized City Representative" means the Mayor or City Administrator or such other person or persons from time to time designated by the City Council as the person or persons authorized to act on behalf of the City under this Agreement.

"Authorized District Representative" means the Chair of the Board of Directors or the individual or entity duly appointed by the District to act as its agent in connection with the administration and operation of the District Revenues.

"Board of Directors" means the board of directors of the District, as appointed by the Mayor with the consent of the City Council, in accordance with the CID Act, the Petition and the CID Ordinance.

"Bond Counsel" means with respect to any District Obligations issued by the County IDA, Armstrong Teasdale LLP, St. Louis, Missouri, or with respect to any other District Obligations an attorney or firm of attorneys having nationally recognized standing in the field of tax-exempt municipal bonds approved by the Board of Directors.

"Certificate of Reimbursable Project Costs" means a certificate identifying Reimbursable Project Costs in substantially the form of Exhibit B, attached hereto and incorporated herein by this reference. The aggregate amount of approved Reimbursable Project Costs pursuant to one or more Certificates of Reimbursable Project Costs shall not exceed \$30,000,000, plus Costs of Issuance, accrued interest, capitalized interest, a debt service reserve fund, Operating Costs, and the sum advanced by the Developer pursuant to **Section 4.4(a)** of this Agreement.

"Certificate of Substantial Completion" means a document substantially in the form of Exhibit C, attached hereto and incorporated herein by this reference, delivered by the Developer to the

District and the City in accordance with this Agreement and which, upon the District's and the City's acceptance thereof, will evidence the Developer's satisfaction of all obligations and covenants to perform a Phase of the District Project.

"CID Act" means the Community Improvement District Act, Sections 67.1401, et seq., of the Revised Statutes of Missouri, as amended.

"CID Ordinance" means Ordinance No. [] passed and approved by the City Council on [CID Ordinance date], creating the District in accordance with the CID Act and authorizing the execution of this Agreement.

"City" means the City of Chesterfield, Missouri, a city of the third class organized and existing under the laws of the State of Missouri.

"City Code" means the Municipal Code of the City, as amended.

"City Council" means the governing body of the City.

"Construction Inspector" means the engineer or architect, who may be an employee of the City, or firm of engineers or architects appointed by the City.

"Costs of Issuance" means all costs reasonably incurred by the District or the City in furtherance of the issuance of the District Obligations, including but not limited to the fees and expenses of financial advisors and consultants, the District's attorneys (including issuer's counsel and Bond Counsel), the City's attorney, the City's administrative fees and expenses (including fees and costs of planning consultants and other advisors), underwriters' discounts and fees, the costs of printing any District Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any District Obligations.

"County IDA" means the Industrial Development Authority of the County of St. Louis, Missouri.

"County Recorder" means the St. Louis County Recorder of Deeds.

"Debt Service Reserve Fund" means the fund established with the Trustee to fund the repayment of the District Obligations in accordance with this Agreement.

"Developer" means Chesterfield Blue Valley, LLC, a Missouri limited liability company, together with its successors and/or assigns.

"Development" means the construction of a retail outlet mall development on the Property, initially consisting of approximately 300,000 square feet of retail outlet mall space and ancillary retail and other commercial uses, such as the development of additional shopping centers, office space, hotel space, "outlots" for sale or lease to other commercial and retail operations, and other sales tax generating retail activities, all located within the District.

"District" means the Chesterfield Blue Valley Community Improvement District, a political subdivision of the State of Missouri.

“District Bonds” means the sales tax revenue bonds issued by or on behalf of the District under the Financing Documents and in accordance with this Agreement. The form of District Bonds shall be attached to and incorporated as part of the Financing Documents.

“District Notes” means the sales tax revenue notes issued by or on behalf of the District under the Financing Documents and in accordance with this Agreement. The form of District Notes shall be attached to and incorporated as part of the Financing Documents.

“District Obligations” means any District Bonds, District Notes or other obligations issued by or on behalf of the District to pay or otherwise reimburse Reimbursable Project Costs.

“District Project” means the improvements within the boundaries of the District as described in Exhibit A, attached hereto and incorporated herein by reference, which may be completed in Phases.

“District Revenues” means the proceeds of the District Sales Tax and the Special Assessment on deposit in the Revenue Fund under this Agreement. District Revenues shall not include (a) the amount retained by the Missouri Department of Revenue for the cost of collecting such tax, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, and (c) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum.

“District Sales Tax” means the sales and use tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property and taxable services at retail within its boundaries pursuant to the CID Act in the amount equal to one percent (1%).

“Event of Default” means any event specified in Section 7.1 of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any federal or State regulatory body, unforeseen site conditions, material litigation commenced by parties other than a Party and not caused by any Party’s failure to perform. Excusable Delays shall extend the time of performance as further provided in Section 4.1 and Section 7.5 hereof.

“Final Certificate of Substantial Completion” means a Certificate of Substantial Completion clearly designating on its face, in writing that it is the “Final Certificate of Substantial Completion”, delivered by the Developer to the District and the City in accordance with this Agreement and which, upon the District’s and the City’s acceptance thereof, will evidence the Developer’s satisfaction of all obligations and covenants to perform the District Project.

“Financing Documents” means the necessary documents entered into by and among the District, such other entity issuing the District Obligations on behalf of the District (if applicable), and the Trustee in connection with the issuance of the District Obligations, in form and substance mutually acceptable to all Parties hereto.

“Funding Agreement” means that certain funding agreement between the Developer and the City dated as of February 6, 2012, as may be amended from time to time.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for implementation and construction of the District Project.

"Mayor" means the Mayor of the City.

"Operating Costs" means overhead expenses of the District for administration, supervision and inspection incurred in connection with the District Project. Operating Costs include, without limitation, the following: (a) reimbursement to the City for actual expenditures by the City in connection with its review of the District's activities pursuant to Section 67.1461.3 and Section 67.1511.2(3) of the CID Act and **Section 4.8** of this Agreement; (b) expenses incurred in the exercise of the contractual powers of the District pursuant to Section 67.1461.1(5) of the CID Act; (c) reimbursement to the Developer for the costs of filing and defending the Petition and all publication and incidental costs incurred in obtaining the CID Ordinance; (d) costs related to any authorized indebtedness of the District, including the Costs of Issuance and repayment of District Obligations pursuant to Section 67.1461.1(12) and Section 67.1491 of the CID Act; (e) the cost of insurance obtained by the District pursuant to Section 67.1461(3) of the CID Act; (f) the cost of any audit pursuant to Section 67.1461.1(5) of the CID Act; and (g) expenses incurred by the District in the exercise of the powers granted under Section 67.1461.1(29) of the CID Act, which consist of paying the costs of compensating employees or contractors, paying the costs of suits by or against the District, the cost of purchasing personal property necessary or convenient for the District's activities, the costs of conducting economic, planning, marketing or other studies and the costs of collection and disbursement of funds for District activities.

"Operating Fund" means the fund established with the Trustee from which Operating Costs shall be paid. The Operating Fund shall be funded from District Revenues on deposit in the Revenue Fund in an amount equal to the Annual Operating Fund Deposit.

"Outlet Mall Phase" means the construction of at least 300,000 square feet of gross leasable space for use as an upscale retail outlet center of a similar quality and tenant mix as the "Premium Outlet Centers" portfolio developed by Simon Property Group Inc. and opened on or after January 1, 2007.

"Payment Date" means any date on which the principal of or interest on any District Obligations is payable.

"Permitted Assigns" means the Simon Property Group Inc. and/or The Woodmont Company, or a related entity of either or both (including, but not limited to CPG Partners, L.P.).

"Petition" means the Petition for the Creation of a Community Improvement District filed with the City on or about March 29, 2012.

"Phase" means any phase of the District Project as further set forth in the Petition; provided, however, that notwithstanding the schedule provided in **Section 4.1**, construction of the Phases can commence in any order.

"Prime Rate" means the Prime Rate reported in the "Money Rates" column or any successor column of The Wall Street Journal, currently defined therein as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks, as of the date of initial issuance of the District Notes. If The Wall Street Journal ceases publication of the Prime Rate, then "Prime Rate" shall mean the "Prime Rate" or "base rate" announced by Bank of America, N.A., or any successor thereto.

"Property" means all of the real property legally described on Exhibit D, attached hereto and incorporated herein by reference, which constitute the boundaries of the District.

"Reimbursable Project Costs" means all actual and reasonable costs and expenses that are incurred by or at the direction of the Developer with respect to construction of any Phase of the District

Project, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded for the District Project that is constructed or undertaken by the Developer, plus all actual and reasonable costs to plan, finance, develop, design and acquire the District Project, including but not limited to the following:

- (a) all actual and reasonable costs of the District Project as set forth in Exhibit A;
- (b) all Costs of Issuance incurred in connection with the issuance of the District Obligations;
- (c) all planning, legal, administrative and other costs of the City associated with the District Project including, but not limited to, legal and administrative costs incurred or charged by the City in connection with the creation of the District and the negotiation of this Agreement;
- (d) all Operating Costs of the District advanced by the Developer pursuant to the terms of this Agreement; and
- (e) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the District Project and which may lawfully be paid or incurred by the District under the CID Act.

"Revenue Fund" means the fund established with the Trustee into which District Revenues shall be deposited.

"Special Assessment" means a discretionary special assessment that may be levied by the Board of Directors against the real property within the boundaries of the District to provide additional revenues to pay for debt service shortfalls on the District Obligations, as further authorized pursuant to Section 67.1521 of the CID Act.

"State" means the State of Missouri.

"Trust Fund" means a special trust account to be known as the "Chesterfield Blue Valley Community Improvement District Trust Fund" established by the District pursuant to Section 3.2 of this Agreement.

"Trustee" shall mean the trustee under the Financing Documents executed in connection with the issuance of the District Obligations.

ARTICLE II. REPRESENTATIONS OF PARTIES

Section 2.1 Representations by the District. As of the effective date of this Agreement, the District represents that:

- (a) The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State, including particularly the CID Act.
- (b) By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement and to carry out its obligations hereunder, acting by and through its duly authorized officers.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

(d) There is no litigation or proceeding pending or, to the District's knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

(e) Construction of the District Project is of significant value to the District, the property within the District and the general public. The District Project will promote the economic welfare and the development of the City and the State through: (i) the creation of temporary and permanent jobs; (ii) the stimulation of additional development within the District; and (iii) the increase in local and state tax revenues. Further, the District finds that the District Project conforms to the purposes of the CID Act.

Section 2.2 Representations by the City. As of the effective date of this Agreement, the City represents that:

(a) The City is duly organized and existing under the Constitution and laws of the State as a third-class city.

(b) The City is authorized to enter into this Agreement and to carry out its obligations under this Agreement and the Mayor has been duly authorized to execute and deliver this Agreement.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

(d) There is no litigation or proceeding pending or, to the City's knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3 Representations by the Developer. As of the effective date of this Agreement, the Developer represents that:

(a) The Developer is a limited liability company duly organized and existing under the laws of the State.

(b) As of the date of this Agreement, the Developer represents that it is the owner of record or the owner under contract of all of the Property necessary to complete the District Project and the Development, and that the power of eminent domain is not necessary to construct the District Project or the Development.

(c) The Developer has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(e) No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member or owners of the Developer relating to the District Project. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

(f) The Developer is in material compliance with all laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, or operations as contemplated by this Agreement.

ARTICLE III. COLLECTION OF FUNDS

Section 3.1 Imposition of the District Sales Tax. Prior to the issuance of District Obligations, the District will approve a resolution that, subject to qualified voter approval, imposes the District Sales Tax; provided, however, that the District shall not file notice of the results of such qualified voter approval with the Missouri Department of Revenue until: (a) the Developer has transferred its interest in the portion of the real property underlying the District to be developed as the Outlet Mall Project to the Permitted Assigns, and (b) the Developer (or its successors or assigns) has incurred at least \$10,000,000 in hard construction costs related to the District Project; provided, however, that if neither of these events has occurred on or before February 28, 2014, then no such notice shall be filed and the District will be terminated. The District will use the District Sales Tax Revenues to pay the Operating Costs of the District and, through the issuance of District Obligations, to reimburse the Developer for Reimbursable Project Costs. The District shall have no obligation to reimburse the Developer for Reimbursable Project Costs unless and until the District and the City have approved a Certificate of Reimbursable Project Costs in accordance with Section 4.5 of this Agreement.

Section 3.2 Administration and Collection of the District Sales Tax.

(a) The Parties expect the District Sales Tax to be collected by the Missouri Department of Revenue, as provided in the CID Act. The Parties shall cooperate with the Missouri Department of Revenue in all respects and as necessary for the collection by the Missouri Department of Revenue of the District Sales Tax.

(b) Upon receipt of District Sales Tax Revenues, the District shall deposit the same into the Trust Fund and shall transfer, subject to annual appropriation by the Board of Directors, the money in the Trust Fund to the Trustee for application as contemplated in **Section 3.4** and **Section 5.7** of this Agreement. District Sales Tax Revenues shall be collected, applied and used only as follows: first, to make deposits into the Operating Fund and to apply the money therein in accordance with **Section 3.4** of this Agreement; and second, to make deposits into the Revenue Fund and to apply the money therein in accordance with **Section 5.7** of this Agreement.

(c) When all District Obligations have been repaid in full, the Board of Directors shall take such actions as may be necessary to repeal the District Sales Tax and to cause the District to be dissolved as further described in **Section 3.8** of this Agreement.

Section 3.3 Collection Fee for the District Sales Tax. The Parties hereby acknowledge that the Missouri Department of Revenue may deduct from District Sales Tax Revenues its own collection and administrative fee as provided for in the CID Act.

Section 3.4 Enforcement of the District Sales Tax.

(a) The District shall take all actions necessary for enforcement of the District Sales Tax. The District may prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the District deems reasonably necessary to secure the payment of the District Sales Tax. The Developer covenants to cooperate and take all reasonable actions necessary to assist the District in the enforcement of the District Sales Tax.

(b) The District shall report all violations of the Sales Tax Law, Sections 144.010 to 144.525, of the Revised Statutes of Missouri, as amended (the "**Sales Tax Law**"), to the Missouri Department of Revenue for enforcement to the extent that such violations result in the District's inability to collect the District Sales Tax in a timely manner as provided for in the Sales Tax Law. If the Missouri Department of Revenue notifies the District that it refuses to undertake enforcement of the District Sales Tax, the District shall promptly initiate an action to enforce collection. Notwithstanding anything to the contrary in this Agreement, the District is not obligated to undertake any enforcement action if the cost of such enforcement is, in the opinion of the District, reasonably expected to exceed the amount of revenues sought to be collected.

Section 3.5 Special Assessment.

(a) The District does not intend to levy the Special Assessment; however, in the event that the proceeds generated by the District Sales Tax are insufficient to satisfy the debt service payments on the District Obligations, the District shall have the right to levy the Special Assessment to provide additional revenues to the District to fund such payments. The maximum rate of the Special Assessment shall be as set forth in the Petition, as further defined in the special assessment petition and the authorizing resolution of the Board of Directors required pursuant to Section 67.1521 of the CID Act. In the event that the maximum rate of the Special Assessment exceeds the maximum rate set forth in the Petition, the District and the Developer shall cause the Petition to be amended to incorporate such increase to the maximum rate as required by Section 67.1421 of the CID Act.

(b) The proceeds of the Special Assessment shall be collected by St. Louis County, Missouri, pursuant to the procedures set forth in the CID Act, and shall be deposited into the Trust Fund as further provided herein.

Section 3.6 Operating Costs. Money in the Operating Fund shall be used to pay Operating Costs, to pay the principal of or interest on District Obligations, or for any other lawful purpose of the District, as determined by the Board of Directors. The expected Operating Costs shall be included in the District's annual budget, as provided in **Section 4.8** of this Agreement, but shall not exceed the Annual Operating Fund Deposit. If District Revenues are not sufficient to fund the Annual Operating Fund Deposit in any given year, such unfunded amount shall be paid by the Developer. All funds advanced by the Developer pursuant to this Section shall be considered Reimbursable Project Costs.

Section 3.7 Records of the District Revenues. The District shall keep accurate records of the District Revenues collected. Any District records pertaining to the District Sales Tax or the Special Assessment shall be provided to any person upon written request, to the extent permitted by law.

Section 3.8 Repeal of the District Revenues. As long as any District Obligations are outstanding, the District shall not repeal or reduce the District Sales Tax without the City's prior approval. Upon satisfaction in full or, if not satisfied in full, upon final maturity of the District Obligations, the District shall immediately implement the procedures in the CID Act for repeal of the District Revenues and for abolishment of the District; provided, however, the District shall not implement the procedures for repeal or modification of the District Revenues and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act. Upon repeal of the District Revenues, the District shall:

(a) Pay all outstanding Operating Costs; and

(b) Retain any remaining District Revenues until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE IV.

CONSTRUCTION AND FINANCING OF DISTRICT PROJECT

Section 4.1 Design and Construction of District Project. The Developer, as the District's agent, shall design and construct the District Project on behalf of the District. The Developer agrees to design and construct the District Project in one or more Phases in accordance with plans approved by the City.

No later than February 28, 2015, the Developer shall submit to the City a Certificate of Substantial Completion for the Outlet Mall Phase of the District Project, which shall confirm the completion of the Outlet Mall Phase of the District Project consistent with the plans for the development of such Phase approved by the City pursuant to the City Code. Each subsequent Certificate of Substantial Completion shall confirm the completion of the Phase of the District Project consistent with the plans for the development of such Phase as approved by the City pursuant to the City Code.

Notwithstanding any other language herein to the contrary, no Excusable Delays shall extend the outside date for substantial completion of the Outlet Mall Phase the District Project beyond February 28, 2016.

The Developer shall advance all costs and expenses necessary for completion of the District Project, in accordance with **Section 4.4** of this Agreement.

Section 4.2 Blue Valley Transportation Project. The Developer has previously entered into that certain Transportation Development Agreement with the Chesterfield Valley Transportation Development District (the "**Chesterfield Valley TDD**") dated as of June 15, 2009 (the "**TDD Agreement**"). As of the date of this Agreement, the Developer has agreed to construct certain transportation-related improvements as described therein (the "**Blue Valley Transportation Project**"), and the Chesterfield Valley TDD has agreed to provide the Developer with the proceeds of any additional obligations it issues to finance the Blue Valley Transportation Project, but only after the Chesterfield Valley TDD has fully financed its existing and unfunded transportation-related improvements. However, in the event that any portion of the Blue Valley Transportation Project is included within the Retail Outlet Phase of the District Project, the costs related to that portion of the Blue Valley Transportation Project may be reimbursed from District Revenues as provided herein, after the Chesterfield Valley TDD has contributed all available revenues under the TDD Agreement. Notwithstanding any language in this section to the contrary, the parties hereto acknowledge and agree that the TDD Agreement may be amended after the execution of this Agreement, in which case, with the prior written consent of the City and the District, the terms of the TDD Agreement, as amended, would control.

Section 4.3 Application of Prevailing Wage, Public Bidding and Other Laws. To the extent that prevailing wage, public bidding or other requirements of State and local laws, codes and regulations apply to any portion of the District Project, the Developer covenants and agrees to take all such actions as are necessary to comply with such laws, regulations or requirements, and the District shall cooperate with the Developer to the extent required to comply with the foregoing requirements. The Developer shall indemnify and hold harmless the City and the District from any liability resulting to either of them from failure of either the Developer or any contractor or subcontractor to pay prevailing wages or to otherwise comply with any public bidding or other requirements of State and local laws, codes and regulations that apply to any portion of the District Project.

Section 4.4 Financing the District Project.

(a) Pursuant to the terms of the Funding Agreement, the Developer has previously paid \$50,000 to the City to allow the City to pay certain preliminary costs including, without limitation, legal and planning expenses incurred in relation to the City's establishment of the District, the negotiation of this Agreement, and the participation and responsibilities with regard to the ongoing operation, functions and administration of the District. To the extent that the City incurs additional legal and planning expenses related to the District or this Agreement that have not previously been reimbursed pursuant to the Funding Agreement, the Developer agrees to pay or reimburse the City for the payment of such expenses. All sums advanced to the City under this Section (including costs advanced under the Funding Agreement) shall constitute Reimbursable Project Costs and may be reimbursed to the Developer solely as provided in this Agreement.

(b) The Developer agrees to advance all costs of design, construction and installation of the District Project. All such funds so advanced shall be subject to reimbursement as Reimbursable Project Costs solely as provided for in this Agreement.

(c) Reimbursable Project Costs shall not exceed \$30,000,000 plus Costs of Issuance, accrued interest, capitalized interest, a debt service reserve fund, Operating Costs, and the sum advanced by the Developer pursuant to **Section 4.4(a)** above.

Section 4.5 Reimbursements Limited to Reimbursable Project Costs; Developer's Right to Substitute. Costs incurred by the Developer in connection with the District Project will be eligible for reimbursement upon submission by the Developer, and acceptance by the District and the City, of a Certificate of Reimbursable Project Costs, as set forth below:

(a) The Developer may submit to the District and the City no more frequently than once per month, a Certificate of Reimbursable Project Costs in substantially the form attached as Exhibit B, attached hereto and incorporated herein by reference. Said certificate shall be accompanied by itemized invoices, receipts or other information that will demonstrate to the District's and the City's satisfaction that any cost has been incurred and qualifies for reimbursement pursuant to this Agreement.

(b) The City and the District shall notify the Developer in writing within 30 days after each submission of its approval or disapproval of the costs identified in each Certificate of Reimbursable Project Costs. If the City or the District determines that any cost identified as a Reimbursable Project Cost is not a Reimbursable Project Cost under this Agreement or the CID Act, such party shall so notify the Developer in writing within 30 days after the submission, identifying the ineligible cost and the basis for determining the cost to be ineligible. The Developer shall then have the right to identify and substitute other costs as Reimbursable Project Costs, which shall be included with a supplemental application for payment submitted within 30 days after the City's or the District's notification of any ineligible costs. The City and the District shall then review and notify the Developer in writing within 30 days after submission of its approval or disapproval of the costs identified in the supplemental application for payment.

(c) The Developer shall be entitled to reimbursement for Reimbursable Project Costs up to \$30,000,000 plus Costs of Issuance, accrued interest, capitalized interest, a debt service reserve fund, Operating Costs, and the sum advanced by the Developer pursuant to **Section 4.4(a)** above. The \$30,000,000 portion of the reimbursement shall be allocated under the following conditions:

- (i) No more than \$10,000,000 may be used to reimburse "Peripheral" Reimbursable Project Costs as further described on Exhibit A, attached hereto and incorporated herein by reference; and
- (ii) All such Reimbursable Project Costs under the "Peripheral" column of Exhibit A related to "Outlet Boulevard" and "Premium Way," as further described in Exhibit A (Items 2A and 2D) and "1/2 Acre Park/Chestnut Tree Preservation" as further described on Exhibit A (Item 20) shall be incurred and such project element completed before any "Peripheral" costs related to "Earthwork/Grading/Seepage, Silt Control/Select Fill," as further described on Exhibit A (Item 1) are included as Reimbursable Project Costs. Only after the previously identified projects in this subparagraph have been completed and approved for reimbursement may any other "Peripheral" costs qualify as eligible Reimbursable Project Costs.

(d) The Developer shall provide such information as the District or the City may request, and shall make its books and records available to both the District and the City in order for those entities to confirm that any cost qualifies under this Agreement and has been incurred and paid by the Developer. The District and the City, respectively, may retain such consultants as it deems necessary in connection with such review, the costs of which shall Reimbursable Project Costs.

Section 4.6 Certificate of Substantial Completion.

(a) Promptly after substantial completion of each Phase of the District Project in accordance with the provisions of this Agreement, the Developer will furnish to the Construction Inspector a Certificate of Substantial Completion so certifying. The Construction Inspector shall, within 30 days following delivery of the 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. The Certificate of Substantial Completion shall be deemed accepted by the Construction Inspector unless, prior to the end of such 30-day period after delivery to the Construction Inspector of the Certificate of Substantial Completion, the Construction Inspector furnishes the Developer with specific written objections to the status of such Phase of the District Project, describing such objections and the measures required to correct such objections in reasonable detail. Notwithstanding the foregoing, nothing contained herein shall prohibit the City from enforcing any ordinances, rules or regulations of the City with relation to the District Project, nor will the City's acceptance of any Certificate of Substantial Completion constitute the City's acceptance of the dedication of any personal or real property for public use and/or maintenance.

(b) Upon acceptance of the Final Certificate of Substantial Completion by the Construction Inspector or upon the lapse of 30 days after delivery thereof to the Construction Inspector without any written objections thereto, the Developer may record the Final Certificate of Substantial Completion with the County Recorder, and the same shall constitute evidence of the completion by the Developer of the District Project. The Final Certificate of Substantial Completion shall be in substantially the form attached as Exhibit C, attached hereto and incorporated herein by reference.

Section 4.7 Insurance.

(a) *Construction of District Project and Development.* Prior to the commencement of construction of the District Project or any buildings that are part of the Development, the Developer shall obtain, or shall use reasonable efforts to ensure that the contractor(s) performing such construction work 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 deliver to the City evidence of such insurance upon commencement of construction. In the event of any material casualty affecting the improvements, any insurance proceeds shall be applied, to the extent necessary, to rebuild or restore the damaged improvements to at least equal value and substantially the same character as prior to the damage or destruction; subject, however, to rights and prior claims of (and subject to other application of such proceeds pursuant to the directions of) any holder of a deed of trust, mortgage, or similar encumbrance on the Property securing loans, advances or extensions of credit to finance or from time to time refinance all or any part of the costs of the District Project.

(b) *Liability Insurance.* Not less than ten (10) days prior to commencement of construction of every Phase of the District Project, the Developer and/or its general contractor shall provide the City with a certificate of insurance evidencing a commercial general liability insurance policy with coverages of not less than the current absolute statutory waivers of sovereign immunity as set forth in Sections 537.600 and 537.610 of the Revised Statutes of Missouri, as amended. Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation-adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri, as amended. The policy shall provide that it may not be cancelled, terminated, allowed to lapse or be substantially modified without at least thirty (30) days prior written notice to the City. The City shall be listed as an additional insured on such certificate. Such policy may be part of a blanket policy, shall include a severability of interests clause and the insurance shall be primary with respect to any applicable insurance maintained by the City. The requirements of this subsection shall terminate upon the City's acceptance of the Final Certificate of Substantial Completion.

Section 4.8 Annual Budget; Annual Financial Statements.

(a) The District shall submit its budget for its first fiscal year to the City by September 30, 2012 and shall approve the same no later than November 30, 2012. Pursuant to Section 67.1471 of the CID Act, for each subsequent fiscal year, the District shall, no earlier than 180 days and no later than 90 days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to the City, which shall be approved by the Board of Directors no later than 30 days prior to the first day of each fiscal year. Each budget for the District shall generally be prepared in accordance with all applicable state statutes including Section 67.010 Revised Statutes of Missouri, as amended. The fiscal year of the District shall be the same as that of the City, which shall be a fiscal year beginning January 1 and ending December 31.

(b) The District shall promptly, and in any event within 120 days after the end of each fiscal year, provide to the Developer and the City copies of the annual financial statements of the District prepared by an independent certified public accounting firm.

(c) The District shall annually reimburse the City for the reasonable and actual expenses incurred by the City to review annual budgets and reports of the District required pursuant to this Section upon receipt of an invoice therefor; provided that, such annual reimbursement shall not exceed one and one-half percent (1-1/2%) of the District Revenues collected by the District in such year.

ARTICLE V. DISTRICT OBLIGATIONS

Section 5.1 Reimbursement of Costs; Issuance of District Obligations. The District agrees to reimburse the Developer for Reimbursable Project Costs by the issuance of District Obligations as provided herein. Nothing in this Agreement shall obligate the District to issue, cause to be issued, or further endorse District Obligations for any cost that is not a Reimbursable Project Cost. The District Obligations shall be issued pursuant to the Financing Documents.

Section 5.2 Limited Obligations. The District Obligations issued by or on behalf of the District for reimbursement of Reimbursable Project Costs shall be payable solely from the District Revenues and proceeds of the District Obligations and from no other source, unless expressly authorized by the City. The District Obligations shall be the exclusive responsibility of the District, and shall not constitute a debt or liability or general obligation of the District, the City, the State, any Authority that may issue the District Obligations on the District's behalf, or any agency or political subdivision thereof.

Section 5.3 Use of District Revenues Prior to Issuance of Obligations. In the event that District Revenues are generated and collected before the District Obligations have been issued, then until such issuance and the execution of the Financing Documents, no moneys shall be distributed from the Trust Fund other than as may be necessary to pay reasonable Operating Costs of the City.

Section 5.4 Cooperation in the Issuance of District Obligations.

(a) The Developer and the City covenant to cooperate and take all reasonable actions necessary to assist the District and its Bond Counsel, underwriters and financial advisors in the preparation of offering statements, private placement memoranda or other disclosure documents and all other documents necessary to market and sell District Obligations, as appropriate. The Developer will not be required to disclose to the general public or any investor any proprietary or confidential financial information pertaining to the Developer or any tenant, but upon the execution of a confidentiality agreement reasonably acceptable to the Developer, the Developer shall provide such information to the

District and its Bond Counsel, financial advisors, underwriter and their counsel to enable such parties to satisfy their due diligence obligations. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

(b) If either the proceeds of the District Obligations or the District Revenues are insufficient to fund Costs of Issuance, such unfunded amount shall be paid by the Developer. All funds advanced by the Developer pursuant to this Section shall be considered Reimbursable Project Costs.

Section 5.5 No Other Obligations or Uses of District Revenues. The District shall not issue or cause to be issued any other indebtedness or obligations secured by the District Revenues generated or to be generated from the District other than the District Obligations provided for under this Agreement.

Section 5.6 District Notes. Subject to the requirements of this Agreement, the District shall issue or cause to be issued the District Notes in the form and substance as dictated by the Financing Documents and the resolution approved by the Board of Directors approving the issuance of the District Notes. The District Notes shall bear interest at a fixed rate per annum equal to (i) the Prime Rate as of the date of initial issuance plus two percent (2%) (but in no event in excess of 10%) (the "Taxable Rate") from the date of initial issuance and delivery of District Notes, if the interest on the District Notes (in the opinion of Bond Counsel) is not exempt from federal income taxation, or (ii) the tax-exempt equivalent of the Taxable Rate as documented by a mutually acceptable financial institution, if the interest on the District Notes (in the opinion of Bond Counsel) is exempt from federal income taxation. Interest that remains unpaid on any Payment Date shall be compounded semiannually.

Section 5.7 Application of District Revenues.

(a) The District agrees to pay to the Trustee, not later than the 15th calendar day of each month (or the next Business Day thereafter if the 15th day is not a Business Day) for deposit in the Revenue Fund, all District Revenues on deposit in the Trust Fund, to the extent appropriated by the District, as follows:

First, for transfer to the Operating Fund, the Annual Operating Fund Deposit (said funds to be applied in accordance with Section 3.4 of this Agreement); and

Second, for transfer to the Revenue Fund, all remaining District Revenues (said funds to be applied in accordance with paragraph (b) of this Section).

(b) Moneys in the Revenue Fund on the 40th day prior to each Payment Date (or if such date is not a Business Day, the immediately preceding business day) shall be applied by the Trustee to the extent necessary for the purposes and in the amounts as further set forth in the Financing Documents.

Notwithstanding the foregoing, if the District has issued or cause to be issued District Bonds to refund only a portion of the District Notes, then money shall be applied to the payment of any remaining District Notes as further described in Section 5.10 hereof.

Section 5.8 Conditions Precedent to Issuance of District Notes.

(a) No District Notes shall be issued until such time as: (1) the District and the City have received and accepted a Certificate of Reimbursable Project Costs for a particular Phase of the

District Project from the Developer; (2) the Developer has evidenced that it has transferred its interest in the portion of the Property necessary to construct the Retail Outlet Phase to the Permitted Assigns and (3) the Developer (or its successors or assigns) has incurred at least \$10,000,000 in hard construction costs related to the Retail Outlet Phase of the District Project.

(b) Within 15 business days after acceptance by the District and the City of each Certificate of Reimbursable Project Costs relating to a Phase, the District shall issue District Notes for such Phase. If District Notes have already been issued for the particular Phase, the District will request the Trustee to endorse those District Notes in an amount equal to the approved Reimbursable Project Costs. Upon the acceptance by the District and the City of a Certificate of Reimbursable Project Costs and the endorsement to the District Notes as provided herein, the Developer shall be deemed to have advanced funds necessary to purchase such District Notes and the District shall be deemed to have deposited such funds in a project fund created under the Financing Documents for the District Project and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit from time to time.

Section 5.9 Holdback from Issuance of District Notes. The District shall withhold or cause to be withheld endorsement or issuance of the final 5% of the maximum amount of the District Notes until the District and the City have accepted the Final Certificate of Substantial Completion for the applicable Phase.

Section 5.10 District Bonds. The District may issue or cause to be issued on its behalf District Bonds in an amount sufficient to refund all or a portion of the outstanding District Notes and all or any portion of the Reimbursable Project Costs not previously financed by the issuance of District Notes. If the District is unable for any reason to refund all of the outstanding District Notes or issue District Bonds to finance all Reimbursable Project Costs, the District may issue or cause to be issued District Bonds to refund only a portion of the District Notes or finance only a portion of the Reimbursable Project Costs, and the Developer agrees to subordinate any remaining District Notes to such District Bonds; provided, however, that if the revenues generated by the District Project are sufficient to pay scheduled debt service on the District Bonds, maintain a 1.4X debt service reserve fund, the proceeds of which would be used to redeem the District Bonds, and reasonable and customary expenses, then the District may, use any excess revenue to pay debt service on such subordinate District Notes. The Financing Documents related to the District Bonds shall govern the terms of the subordinate District Notes. If necessary, the District may request that the parties hereto modify this provision; however, whether the City consents to such requested modifications remains in its sole discretion.

Section 5.11 Conditions Precedent to Issuance of District Bonds. No District Bonds shall be issued by or on behalf of the District until such time as:

(a) the Developer has submitted a schedule to the District and the City evidencing that the District Project will be completed in accordance with the construction schedule provided in **Section 4.1** of this Agreement;

(b) the Developer provides a guaranty or other security reasonably acceptable to the District, its underwriter, Bond Counsel and the City evidencing that the Developer will repurchase the District Bonds if the Developer (or its successors or assigns) have not submitted a Certificate of Substantial Completion for the Retail Outlet Phase by February 28, 2015, notwithstanding any Excusable Delays; and

(c) the parties provide such other certificates, statements, receipts and documents as may be reasonably required by the District, its underwriter, Bond Counsel or the City for issuance and

delivery of the District Bonds by or on behalf of the District, purchase of such District Bonds by the underwriter and issuance and delivery of an opinion of Bond Counsel to the effect that the District Bonds constitute valid and legally binding obligations of the District or its designated issuer and whether the interest on the District Bonds is excludable from the gross income of the owners thereof for federal income tax purposes.

Section 5.12 Pledge of District Revenues. Upon the issuance of District Obligations, the District shall pledge all District Revenues attributable to the Special Assessment and, subject to annual appropriation, pledge all District Revenues attributable to the District Sales Tax, on deposit in the Trust Fund (less the Annual Operating Fund Deposit) to the payment of debt service on the District Obligations in accordance with this Agreement, the Financing Documents and the resolution approved by the Board of Directors approving the issuance of the District Notes.

Section 5.13 Covenant to Request Annual Appropriation. The District agrees to cause the officer of the District at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the District for each fiscal year that the District Obligations are outstanding, a request for an appropriation of District Sales Tax Revenues for application to the payment of District Obligations in accordance with this Agreement.

Section 5.14 Governance of the District.

(a) The Board of Directors shall consist of five (5) members to be appointed by the Mayor with the consent of the City Council pursuant to the CID Act, the Petition and the CID Ordinance. The number of persons constituting the Board of Directors shall not be increased by the District without the consent of both the Developer and the City.

(b) Each director must have all of the following characteristics:

- (i) be a citizen of the United States;
- (ii) be a Missouri resident for at least one year prior to appointment to the Board of Directors;
- (iii) be at least eighteen (18) years of age; and
- (iv) be either:
 - (A) an owner as defined in Section 67.1401.2(11) of the CID Act of real property located within the District (or a legally authorized representative thereof);
 - (B) a business operating within the District (or a legally authorized representative thereof); or
 - (C) a registered voter residing within the District.

(c) The City may designate an advisory member to the Board of Directors, who will receive copies of all meeting agendas and related documents at least seven (7) business days in advance of any meeting of the Board of Directors, and may attend all open and closed meetings of the Board of Directors, but shall have no voting power.

Section 5.15 Issuance of District Obligations by County IDA. Notwithstanding any other language herein to the contrary, the District is permitted, pursuant to Section 67.1491.4 of the CID Act, to contract with the County IDA or any industrial development authority of the City to issue the District Obligations and to loan the proceeds of the District Obligations to the District for the purpose of carrying out its powers, duties and purposes under this Agreement. Accordingly, the City, the Developer and the District acknowledge and agree that the District may enter into a cooperative agreement with the County IDA to issue the District Obligations in a manner consistent with the terms of this Agreement.

ARTICLE VI. SPECIAL COVENANTS

Section 6.1 Records of the District.

(a) The District shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied. Pursuant to Section 67.1471 of the CID Act, the District shall, within 120 days after the end of each fiscal year, submit a report to the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board of Directors during the fiscal year.

(b) The District shall make its books and records available to the City and will furnish to the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this Agreement have been met. The City may retain such consultants as it deems necessary in connection with such review, the cost of which shall be an Operating Cost payable by the District or the Developer in accordance with this Agreement. For that purpose, all pertinent books, documents and vouchers relating to the District's business, affairs and properties shall at all times during regular business hours be open to the inspection of such consultants (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as the District reasonably requires).

Section 6.2 Developer's Covenants Related to the District. The Developer covenants and agrees as follows:

(a) The Developer shall in good faith cooperate and assist in obtaining approval for and levying of the District Sales Tax contemplated by this Agreement by voting to approve the District Sales Tax at an election held in accordance with Section 67.1545 of the CID Act.

(b) The Developer shall in good faith cooperate and assist the District by taking all reasonable actions necessary to cause District Revenues to be paid and deposited into the Trust Fund, including its cooperation with the District, St. Louis County, Missouri, and the Missouri Department of Revenue or the Authorized District Representative in the enforcement and collection of all such payments through all reasonable and ordinary means of enforcement.

(c) The Developer waives the right to file suit to set aside the District Revenues or otherwise question the validity of the proceedings relating thereto.

(d) The Developer shall not cause the District to impose any other sales taxes, special assessments, real property taxes or other fees or charges for use of property owned by the District not authorized by the Petition without the prior written consent and requisite approval of the City.

(e) The Developer shall notify the District in writing of any sale, lease, transfer or other disposition of any real property within the District that is owned by the Developer or a related entity, which notice shall be given within 15 days after the date of said sale, lease, transfer or other disposition. Said notice shall specify the name and address of the person or entity that acquired any or all of the real property located within the District and shall identify the real property sold, leased, transferred or otherwise disposed, whether by voluntary transfer or otherwise.

(f) The Developer shall cooperate with the District and the City to obtain approval of any proposal for the abolishment of the District pursuant to the CID Act, subject to the terms of this Agreement.

The Developer's covenants in this Section shall run with the land to any purchaser, tenant or transferee of any of the Developer's real property within the District and the Developer shall record or cause to be recorded this Agreement or a memorandum of such covenants with the County Recorder. Upon execution of this Agreement, the Developer shall use reasonable efforts to specifically include the covenants in this Section in all deeds, leases and other instruments by which the Developer conveys an interest in real property within the District; provided that, the Developer shall have no obligation to include such covenants in any deeds, leases or other instruments by which the Developer has conveyed an interest in real property within the District prior to the execution of this Agreement.

Section 6.3 Governmental Approvals. The City agrees to employ reasonable and good faith efforts to cooperate with the Developer and the District and to process and timely consider and respond to all applications for Governmental Approvals as received, all in accordance with the applicable Sections of the City Code and laws of the State. The City shall cooperate with the Developer and the District in their efforts to obtain all approvals for the construction of the District Project and to provide the Developer and the District with all reasonable assistance in expediting any and all permits necessary to proceed with the District Project.

Section 6.4 Future Special Taxing District Formation. Except as set forth below, the Developer (including its successors and assigns, and any entities related thereto), hereby covenants and agrees that it will not directly or indirectly challenge, or participate in any challenges to, the formation of any special taxing district within the jurisdiction of the City, or otherwise question the validity of the proceedings related thereto, including but not limited to the formation of any transportation development district pursuant to the TDD Act, or any community improvement district pursuant to the CID Act. Further, the Developer (including its successors and assigns, and any entities related thereto) hereby waives any right it may otherwise have to do so. In the event that such action is taken prior to the satisfaction of the criteria necessary to impose the District Sales Tax as further set forth in **Section 3.1**, then the District shall be terminated. The foregoing shall not apply to the formation of any transportation development district, community improvement district or other special taxing district being formed or proposed on property that is owned by Developer (including its successors and assigns, and any entities related thereto), which Developer shall still have the right to challenge.

ARTICLE VII. DEFAULTS AND REMEDIES

Section 7.1 Events of Default. If any Party fails in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and such default continues for 60 days (or such longer period of time required if the defaulting Party determines, with the consent of the other Parties, that such default cannot reasonably be cured within such 60-day period) after a non-defaulting Party has given written notice to the defaulting Party specifying such default and an opportunity to cure, such event shall constitute an Event of Default under this Agreement.

Section 7.2 Remedies on Default. If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such Event of Default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and may require and compel duties and obligations required by the provisions of this Agreement.

Section 7.3 Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

Section 7.4 Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 7.5 Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays; provided, an Excusable Delay shall not be deemed to exist (a) as to any matter that could have been avoided by the exercise of due care, (b) as to any matter initiated or unreasonably sustained by the Party claiming the Excusable Delay, and (c) unless the Party claiming the Excusable Delay provides written notice to the other Parties within 30 days after such Party has actual notice of the claimed event.

ARTICLE VIII. MISCELLANEOUS

Section 8.1 Effective Date. This Agreement shall become effective against the Developer or the City on the date set forth herein following the passage of an ordinance by the City Council approving the same, and against the District on the date that the Board of Directors adopts a resolution authorizing execution of the same.

Section 8.2 Federal Work Authorization Program. The Developer acknowledges that Section 285.530 of the Revised Statutes of Missouri, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri, and that, to the extent that the employees of the Developer working in connection with the District Project and the Development apply, the Developer is required to comply with the provisions of Section 285.530 of the Revised Statutes of Missouri, as a condition to the receipt of the incentives described herein with respect to the such employees working in connection with the District Project and the Development. At the time of submission of each Certificate of Reimbursable Project Costs and each Certificate of Substantial Completion, the Developer will provide a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence of its compliance with Section 285.530 of the Revised Statutes of Missouri with respect to the employees of the Developer working in connection with the District Project and the Development.

Section 8.3 Release and Indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.

(a) Notwithstanding any other provision of this Agreement to the contrary, the City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable to the District or the Developer for damages or otherwise if all or any part of the CID Act or any resolution or ordinance adopted in connection with the creation of the District, the imposition of the District Revenues, the District Project or this Agreement, 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 the District or the Developer are prevented from enjoying the rights and privileges hereof; however, if such an event does occur, then the City agrees to cooperate with the Developer to use reasonable good faith efforts to take such actions as are reasonably necessary to re-form the District in a manner consistent with this Agreement.

(b) The District and the Developer release from and covenant and agree that the City, its governing body members, officers, employees, agents and independent contractors shall not be liable for, and agrees, to the extent permitted by law, to hold harmless and indemnify the City, its governing body members, officers, employees, agents and independent contractors, from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees and expenses, resulting from, arising out of, or in any way connected with: (1) the creation of the District, (2) the imposition of the District Revenues, (3) the construction of the District Project, (4) the negligence or willful misconduct of the District or the Developer, their respective employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the District Project, and (5) the District's or the Developer's failure to comply with any applicable state, federal or local laws, regulations and ordinances as applicable to the property within the boundaries of the District.

(c) 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, officers, agents, servants or employees in their individual capacities.

(d) No official, employee or representative of the City shall be personally liable to the District or the Developer (1) in an Event of a Default or breach by any Party under this Agreement or (2) for any amount or any District Obligations which may become due to any Party under the terms of this Agreement.

Section 8.4 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. The District and the City hereby consent that all or any portion of the rights, interests, powers, privileges and benefits accruing to or vested in the Developer under this Agreement may be (a) assigned to an individual or entity related to the Developer or to the Permitted Assigns; or (b) collaterally assigned by the Developer to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the District Project or the Development, or the right of the transferee of any such collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure under such collateral assignment; provided that the Developer named herein shall remain liable hereunder for the substantial completion of the District Project and shall be released from such liability hereunder only upon the District's and the City's acceptance of the Final Certificate of Substantial Completion and further provided that the Developer provide the District and the City with 15 days' prior notice of any such assignment. Any other assignment or transfer by the Developer is not permitted without the prior written consent of the District and the City.

Section 8.5 Immunities. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future elected official, officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected officials, officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the State, is responsible for compliance with all applicable State laws and agrees to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees and expenses, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable State law.

Section 8.6 Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 8.7 Notices. Notices required by this Agreement shall be deemed given if deposited in the United States mail, first class, postage prepaid or reputable overnight carrier and addressed as hereinafter specified.

(a) In the case of the District to:

Chesterfield Blue Valley Community Improvement District
c/o Chesterfield Blue Valley, LLC
7711 Bonhomme Avenue, Suite 901
St. Louis, Missouri 63105
Attention: Chair

with a copy to:

Thomas B. Smallwood
Stinson Morrison Hecker LLP
7700 Forsyth Boulevard, Suite 1100
St. Louis, Missouri 63105

(b) In the case of the Developer to:

Chesterfield Blue Valley, LLC
7711 Bonhomme Avenue, Suite 901
St. Louis, Missouri 63105
Attention: Dean Wolfe

with copies to:

Steven M. Dworkin
Simon Property Group
105 Eisenhower Parkway
Roseland, New Jersey 07068

and:

Stephen Coslik
The Woodmont Company
2100 West 7th Street
Fort Worth, Texas 76107

and:

James Barkley, General Counsel
Simon Property Group
225 S. Washington Street
Indianapolis, Indiana 46204

and

Thomas B. Smallwood
Stinson Morrison Hecker LLP
7700 Forsyth Boulevard, Suite 1100
St. Louis, Missouri 63105

(c) In the case of the City to:

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

with a copy to:

James E. Mello
Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105

or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other.

Section 8.8 Applicable Law; Common Representation. This Agreement shall be governed by and construed in accordance with the laws of the State. The District and the Developer agree that the engagement of common special legal counsel among such Parties does not materially limit the representation of those Parties and will not adversely affect the relationship among such Parties. To the extent that such common legal representation presents a conflict of interest, the District and the Developer hereby consent to common representation.

Section 8.9 Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid

or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 8.10 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[The remainder of this page has intentionally been left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Mayor

(SEAL)

ATTEST:

City Clerk

ACKNOWLEDGMENT

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

On this ____ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared [____], to me personally known, who, being by me duly sworn, did say that said officer is the Mayor of the CITY OF CHESTERFIELD, MISSOURI, a city of the third class, and that said instrument was signed on behalf of said City by authority of its City Council, and said officer acknowledged said instrument to be the free act and deed of said City.

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

Notary Public in and for said State

please affix seal firmly and clearly in this box

CHESTERFIELD BLUE VALLEY COMMUNITY
IMPROVEMENT DISTRICT

By: _____
Chair

(SEAL)

ATTEST:

Secretary

ACKNOWLEDGMENT

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

On this ____ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared [Name], to me personally known, who, being by me duly sworn, did say that said individual is the Chair of the CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT, a Missouri community improvement district, and that said instrument was signed in behalf of said district by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said district.

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

Notary Public in and for said State

please affix seal firmly and clearly in this box

CHESTERFIELD BLUE VALLEY, LLC

By:

[Name], [Title]

ACKNOWLEDGMENT

STATE OF MISSOURI

)

) SS.

COUNTY OF ST. LOUIS

)

On this ____ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared [Name], to me personally known, who, being by me duly sworn, did say that said individual is the [Title] of CHESTERFIELD BLUE VALLEY, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and said officer acknowledged said instrument to be the free act and deed of said liability company.

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

Notary Public in and for said State

please affix seal firmly and clearly in this box

EXHIBIT A
DESCRIPTION OF DISTRICT PROJECT
AND ESTIMATED REIMBURSABLE PROJECT COSTS

The District Project consists generally of the following:

- (i) causing certain infrastructure and site improvements to be made for the benefit of the entire District, including but not limited to rough grading the land within the District; installation of electricity, water, storm sewer, sanitary sewer, natural gas, data/telecommunications transmission lines within the District in order that said utility services may be available to all lots or parcels within the District; installation of any signs, sidewalks, streetlights, landscaping or other amenities benefiting the entire District; and the construction of parking improvements, streets, access roads, drive lanes and similar improvements within the District;
- (ii) causing the necessary engineering, planning, administrative, and legal work to be done for formation and development of the District as a whole;
- (iii) employing persons for, or contracting for the provision of, landscape and streetscape maintenance services to access drives, lawns, and parking areas on property open to public view (whether owned by the District or by persons within the District) in the District to improve the appearance and image of the District, including but not limited to purchasing, installing and maintaining trees, shrubs, flowers and other vegetation; maintaining pots and planters; planting and replacing trees located along or adjacent to public rights-of-way and private drives; purchasing, installing, operating and maintaining lighting and public art; mowing, seeding and fertilizing grass and other vegetation located in parks, boulevards and public rights-of-way;
- (iv) providing or contracting for the provision of cleaning and maintenance services on property open to public view in order to improve the appearance and image of the District, including, but not necessarily limited to litter removal, purchase and maintenance of trash receptacles, cleaning and sweeping of sidewalks, streets, parking areas, private drives, parks and gutters;
- (v) employing or contracting for the provision of personnel to assist landowners, occupants, and users to improve security and safety conditions within the District, including but not limited to addressing public safety concerns, identifying and reporting public nuisances, and (if deemed advisable by the District) conducting security patrols;
- (vi) hiring or contracting for personnel to staff and provide services to the District, and furnishing and equipping such staff necessary to provide the services described above;
- (vii) establishing a reserve fund for future maintenance expenses and the replacement or repair of capital improvements which constitute the District Project; and
- (viii) performing any other services and improvements authorized under the Act.

Schedule of Estimated Reimbursable Project Costs			
	Peripheral	Outlet Mall	TOTAL
1. Earthwork/Grading/Seepage, Silt Control/Select Fill	1,560,000	7,200,000	8,760,000
2. Streets (Net of TDD)			
2A. Outlet Boulevard	520,000		520,000
2B. Blue Valley Avenue	350,000		350,000
2C. Premium Street	200,000		200,000
2D. Premium Way	400,000		400,000
3. Domestic Fire and Water	650,000	500,000	1,150,000
4. Sanitary Sewer	275,000	500,000	775,000
5. Storm Sewer/Drainage	1,500,000	600,000	2,100,000
6. Hardscape Drainage	500,000	400,000	900,000
7. Paving/Curb & Gutter	1,500,000	3,500,000	5,000,000
8. Parking Structure(s)	5,000,000		5,000,000
9. Landscape & Irrigation	1,500,000	2,000,000	3,500,000
10. Stormwater Management	600,000	500,000	1,100,000
11. Pond, Fountains	180,000	90,000	270,000
12. Screenwalls & Site Fencing	850,000	750,000	1,600,000
13. Site Lighting	600,000	950,000	1,550,000
14. Hardscape Lighting	350,000	475,000	825,000
15. Signage	350,000	650,000	1,000,000
16. Amenities		400,000	400,000
17. Security		95,000	95,000
18. Custodial		45,000	45,000
19. Artwork, Ash/Trash Cans, Benches, Etc.	400,000	50,000	450,000
20. 1/2 Acre Park, Chestnut Tree Preservation	750,000		750,000
21. Engineering, Professional Consultants, Surveys, etc.	750,000		750,000
22. Land Cost	1,112,000		1,112,000
23. Awnings, tensile and canopies		1,500,000	1,500,000
24. Fire Protection		725,000	725,000
25. Fire Alarm		225,000	225,000
26. Electrical		350,000	350,000
TOTAL	19,897,000	21,505,000	41,402,000

EXHIBIT B
CERTIFICATE OF REIMBURSABLE PROJECT COSTS

To: Chair, Chesterfield Blue Valley Community Improvement District

City Administrator, City of Chesterfield, Missouri

Re: Certificate of Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated as of April __, 2012 (the "Agreement"), among the City of Chesterfield, Missouri (the "City"), the Chesterfield Blue Valley Community Improvement District (the "District") and Chesterfield Blue Valley, LLC (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 attached hereto is a Reimbursable Project Cost and was incurred in connection with the construction of [Phase __ of]the District Project.
2. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement and the CID Act.
3. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the District Sales Tax, and no part thereof has been included in any other certificate previously filed with the District.
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 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 Agreement.
7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.
8. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default by the Developer under the Agreement.
9. Attached to this Certificate is a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence of its compliance with Section 285.530 of the Revised Statutes of Missouri with respect to the employees of the Developer working in connection with the District Project and the Development.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20__.

CHESTERFIELD BLUE VALLEY, LLC

By: _____
[Name], [Title]

Approved for Payment this _____ day of _____, 20__:

CHESTERFIELD BLUE VALLEY COMMUNITY
IMPROVEMENT DISTRICT

By: _____
Chair

Approved for Payment this _____ day of _____, 20__:

CITY OF CHESTERFIELD, MISSOURI

By: _____
Authorized City Representative

SCHEDULE 1 TO CERTIFICATE OF REIMBURSABLE PROJECT COSTS

Itemization of Reimbursable Expenses

Description	Payee	Amount
--------------------	--------------	---------------

EXHIBIT C
[FINAL] CERTIFICATE OF SUBSTANTIAL COMPLETION

To: Chair, Chesterfield Blue Valley Community Improvement District

City Administrator, City of Chesterfield, Missouri

Re: Certificate of Substantial Completion

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated as of April __, 2012 (the "Agreement"), among the City of Chesterfield, Missouri (the "City"), the Chesterfield Blue Valley Community Improvement District (the "District") and Chesterfield Blue Valley, LLC (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. As of _____, 20__, [Phase ____ of]the District Project (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. All work associated with [Phase ____ of]the District Project has been performed in a workmanlike manner and in accordance with the construction plans.
3. Lien waivers for applicable portions of the work associated with [Phase ____ of]the District Project have been obtained.
4. This Certificate of Substantial Completion is accompanied by the project architect'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 [Phase ____ of]the District Project has been substantially completed in accordance with the Agreement.
5. This Certificate of Substantial Completion is being issued by the Developer to the District and the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to [Phase ____ of]the District Project.
6. The District's and the City's acceptance (below) or the District's or the City's failure to object in writing to this Certificate within 30 days of the date of delivery of this Certificate to the District (which written objection, if any, must be delivered to the Developer prior to the end of such 30 day period), and the recordation of this Certificate with the County Recorder, shall evidence the satisfaction of the Developer's agreements and covenants to perform [Phase ____ of]the District Project.

This Certificate shall be recorded in the office of the County Recorder. 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.

All certifications or statements made or set forth in this Certificate of Substantial Completion are made solely for the benefit of the District and shall not be relied upon or used for any purpose by any third party in any proceeding, claim or contest of any kind, nature or character.

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

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20__.

CHESTERFIELD BLUE VALLEY, LLC

By: _____
[Name], [Title]

ACCEPTED:

CHESTERFIELD BLUE VALLEY COMMUNITY
IMPROVEMENT DISTRICT

By: _____
Chair

ACCEPTED:

CITY OF CHESTERFIELD, MISSOURI

By: _____
Authorized City Representative

(Insert Notary Form(s) and Legal Description)

EXHIBIT D
LEGAL DESCRIPTION OF THE DISTRICT

Parcel 1:

A tract of land in U.S. Survey 368, Township 45 North, Range 3 East, in St. Louis County, Missouri, consisting of part of Lots 1 through 8 of the Partition in the Estate of Conrad Kroenung as said lots were established by Report of Commissioners recorded August 13, 1879 in Book 4 page 583, and including all of a former private right of way 20 feet wide lying West of Lots 2 through 7 of said Partition of the Conrad Kroenung Estate and created by said Report of Commissioners as an outlet to Olive Street Road and later abolished by instrument of Herbert Jacob Schmidt and Theodore Frederick Schmidt recorded as Daily Number 14 on February 26, 1931, and further including all accretions attaching to said Lot 1 under the riparian rights allotted with said Lot 1 by the Commissioners in said Partition and being more particular described as follows:

Beginning at the point of intersection of the Western line of the lands of Conrad Kroenung as subdivided by said Report of Commissioners recorded in Book 4 page 583 and the Northern line of Olive Street Road, 60 feet wide; thence North 11 degrees 44 minutes West and along the Western line of said land of Conrad Kroenung as subdivided in partition 3,715 feet, more or less, to the Southern line of the Missouri River; thence Eastwardly and along the Southern line of said Missouri River to a point on the Western line of a tract of land conveyed to Thomas Bayer by deed recorded in Book I-6 page 533 of the St. Louis County (now St. Louis City) Records; thence South 11 degrees 42 minutes East in part along the Western line of said tract of land conveyed to Thomas Bayer by said deed recorded in Book I-6 page 533 and in part striking a line through said Lots 1 through 8 and any accretions to said Lot 1, 4,427 feet, more or less, to a point on the Northern line of Olive Street Road, 60 feet wide; thence North 82 degrees 49 minutes West and along the Northern line of Olive Street Road, 1,033.75 feet to the point of beginning, according to survey prepared by Elbring Surveying Co. during January, 1931; bounded North by the Southern line of the Missouri River, on the East in part by the Western line of a tract of land conveyed to Thomas Bayer by deed recorded in Book I-6 page 533 of the St. Louis County (now St. Louis City) Records and in part by the Eastern line of the tract of land conveyed to Herbert Jacob Schmidt and Theodore Frederick Schmidt, and joint tenants, by deed recorded February 14, 1931 in Book 1136 page 1, on the South by the Northern line of Olive Street Road, 60 feet wide, and on the West by the Western line of the lands of Conrad Kroenung as subdivided by Report of Commissioners in Partition recorded in Book 4 page 583.

Parcel 2:

A tract of land being Lot 1 of McGrath Plaza as recorded in Plat Book 325, Pages 11 and 12 of the St. Louis County records, being located in U.S. Surveys 102, 368 and 371, Township 45 North, Range 3 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

BEGINNING at a Stone marking the Southwesterly corner of above said Lot 1 of McGrath Plaza, said point being the Southeasterly corner of a tract of land as conveyed to James R. Arendt, et al by Deed Book 17113 Page 1365 of the above said Records, thence along said common line of said McGrath Plaza and Arendt tract North 13 degrees 15 minutes 42 seconds West, a distance of 4607.10 feet to Northwestern corner of the aforesaid Lot 1 being on the South bank of the Missouri River more or less; thence along the Northern line of Lot 1 and the South bank of the Missouri River North 57 degrees 19 minutes 25 seconds East, a distance of 357.39 feet to the Western right-of-way Line of Missouri State Highway 40 TR, said point also being the Northeast corner of Lot 1; thence along said Western right-of-

way line South 17 degrees 23 minutes 21 seconds East, a distance of 488.99 feet to a point; thence South 24 degrees 22 minutes 45 seconds East, a distance of 703.49 feet to a point; thence South 21 degrees 10 minutes 10 seconds East, a distance of 613.08 feet to a point; thence South 24 degrees 27 minutes 38 seconds East, a distance of 752.51 feet to a point; thence South 20 degrees 36 minutes 24 seconds East, a distance of 457.22 feet to a point; thence South 32 degrees 06 minutes 57 seconds East, a distance of 717.96 feet to a point; thence South 42 degrees 52 minutes 58 seconds East, a distance of 102.58 feet to a point; thence along a curve to the left having a radius of 4016.54 feet, an arc length of 508.24 feet, and a chord which bears South 39 degrees 02 minutes 56 seconds East, a chord distance of 507.90 feet to a point; thence North 47 degrees 19 minutes 34 seconds East, a distance of 5.00 feet to a point; thence along a curve to the left having a radius of 4011.54 feet, an arc length of 304.56 feet, and a chord which bears South 44 degrees 50 minutes 56 seconds East, a chord distance of 304.49 feet to a point; thence North 42 degrees 58 minutes 34 seconds East, a distance of 5.00 feet to a point; thence along a curve to the left having a radius of 4006.54 feet, an arc length of 604.81 feet, and a chord which bears South 51 degrees 20 minutes 55 seconds East, a chord distance of 604.24 feet to the Northwestern line of Relocated Olive Street Road (38 feet wide) as shown on the plat of the aforesaid McGrath Plaza; thence South 42 degrees 47 minutes 18 seconds West, a distance of 69.46 feet to a point; thence along a curve to the right having a radius of 952.78 feet, an arc length of 641.62 feet, and a chord which bears South 62 degrees 04 minutes 49 seconds West, a chord distance of 629.56 feet to the Northern line of Olive Street Road (60' feet wide); thence along said Northern line North 84 degrees 12 minutes 42 seconds West, a distance of 377.14 feet to an iron pipe at the Southeast corner of a tract of land described in a deed to William F Brasher, Trustee, as recorded in Deed Book 14298, Page 1926 of the St. Louis County Records; thence along the Eastern line of said Brasher tract North 05 degrees 47 minutes 18 seconds East, a distance of 415.56 feet to the northeastern corner thereof; thence along the Northern line of said Brasher tract North 84 degrees 12 minutes 42 seconds West, a distance of 628.93 feet to the Northwestern corner thereof; thence along the Western line of said Brasher tract South 05 degrees 47 minutes 18 seconds West, a distance of 415.56 feet an iron pipe on the aforesaid Northern line of Olive Street Road; thence along said Northern line North 84 degrees 23 minutes 54 seconds West, a distance of 236.30 feet to the Point of Beginning.

Parcel 3:

A tract of land being part of a larger tract as conveyed to William F. Brasher, trustee by the instrument recorded in Book 14298 page 1926 of the St. Louis County Records, located in U.S. Survey 368, Township 45 North Range 3 East of the Fifth Principal Meridian, City of Chesterfield, in St. Louis County, Missouri, being more particularly described as follows:

Commencing at the southeast corner of above said Brasher tract, said point also being located on the north line of Olive Street Road, 60 feet wide; thence along the east line of said Brasher tract North 07 degrees 31 minutes 52 seconds East, 247.34 feet to the beginning of a non-tangent curve to the right for which the radius point bears North 45 degrees 22 minutes 27 seconds East, 4656.54 feet, said point also being the POINT OF BEGINNING of the herein described tract; thence departing last said east line along said curve with a chord which bears North 42 degrees 59 minutes 52 seconds West, 264.62 feet, an arc length of 264.65 feet to the north line of above said Brasher tract; thence along said north line South 82 degrees 28 minutes 08 seconds East, 204.27 feet to the northeast corner of said Brasher tract; thence along the east line of said Brasher tract, South 07 degrees 31 minutes 52 seconds West, 168.22 feet to the Point of Beginning, according to calculations performed by Stock and Associates Consulting Engineers, Inc. on August 10, 2009.

Parcel 4:

A tract of land in U.S. Surveys 102 and 368, Township 45 North Range 3 East in St. Louis County, Missouri and being more particularly described as follows:

Beginning at an old stone at the intersection of the West line of a tract of land now or formerly of Enid J. Brasher and William F. Brasher, her husband by deed recorded in the Deed Book 4014, Page 560 of the St. Louis County Records, with the North line of Olive Street Road, 60.00 feet wide; thence along said North line of Olive Street Road, South 84 degrees 23 minutes 54 seconds East, 236.30 feet to the point of beginning of the tract hereinafter described; thence continuing along said North line of Olive Street Road South 84 degrees 12 minutes 42 seconds East 628.93 feet; thence North 5 degrees 47 minutes 18 seconds East, 415.56 feet to a point; thence North 84 degrees 12 minutes 42 seconds West 628.93 feet to a point; thence South 5 degrees 47 minutes 18 seconds West 415.56 feet to a point in the North line of said Olive Street Road, 60.00 feet wide, being the point of beginning.

Less the following:

A tract of land being part of a larger tract as conveyed to William F. Brasher, trustee by the instrument recorded in Book 14298, Page 1926 of the St. Louis County Records, located in U.S. Survey 368, Township 45 North 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Commencing at the southeast corner of above said Brasher tract, said point also being located on the north line of Olive Street Road, 60 feet wide; thence along the east line of said Brasher tract North 07 degrees 31 minutes 52 seconds East, 247.34 feet to the beginning of a non-tangent curve to the right for which the radius point bears North 45 degrees 22 minutes 27 seconds East, 4656.54 feet, said point also being the POINT OF BEGINNING of the herein described tract; thence departing last said east line along said curve with a chord which bears North 42 degrees 59 minutes 52 seconds West, 264.62 feet, an arc length of 264.65 feet to the north line of above said Brasher tract; thence along said north line South 82 degrees 28 minutes 08 seconds East, 204.27 feet to the northeast corner of said Brasher tract; thence along the east line of said Brasher tract, South 07 degrees 31 minutes 52 seconds West, 168.22 feet to the Point of Beginning and containing 17,513 square feet or 0.402 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on August 10, 2009.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Mastorakos

Vice Chair: Councilmember Hurt

The Planning and Public Works Committee Meeting for November 21, 2019 was cancelled – no action items for the December 2nd City Council meeting.

NEXT MEETING

The next meeting of the Planning & Public Works Committee is scheduled for Thursday, December 5, 2019.

If you have any questions, please contact Director of Public Works/City Engineer Jim Eckrich, Director of Planning and Development Services Justin Wyse, or me prior to Monday's meeting.

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Moore

Vice-Chair: Councilmember Keathley

Clarkson Valley Court – Contract for Services

At the November 18th meeting of the Finance and Administration Committee, the Committee recommended Council authorize the City Administrator to execute a contract with Clarkson Valley, to provide Court Administration services, as prepared by City Attorney Chris Graville, at the initial cost of \$42,000, indexed annually by the CPI, and authorize a 2020 budget amendment to reflect the associated revenues and expenditures.

Affirmation of Contract – Retirement Plan Advisors

The City of Chesterfield contracts with Retirement Plan Advisors (RPA) for administration of our employee retirement plan. RPA's engagement with the City resulted from a comprehensive review and analysis conducted by the City and an HR consultant in 2005. The other significant change in the City retirement plan structure, shifting from a seven-year incremental vesting to a five year cliff vesting schedule, also occurred as a result of the City's 2005 review. Retirement Plan Advisors has continuously acted in this capacity since they were named as the City's fiduciary retirement advisor and plan administrator since 2005 as authorized by City Council. City Administrator Mike Geisel has been unable to retrieve the executed version of the contract which was approved by Council in 2005 and Mr. Geisel is seeking Council's concurrence to affirm their prior approval such that we have a fully executed agreement for our files and to ensure both parties remain accountable. The Finance and Administration Committee recommended that City Council authorize the City Administrator to immediately execute the account services agreement for record purposes and direct staff investigate and report back to the F&A Committee regarding plan administrator alternatives (in lieu of proceeding directly to an RFP process).

Citizen of the Year Selection Committee

The City of Chesterfield has annually recognized the Chesterfield "Citizen of the Year". The procedures and policies related to this process have been reviewed and updated over the last few years. The current selection committee has been active throughout 2019 in reviewing the nominations, webpage presence, forms, language, and other materials related to the Citizen of the Year recognition. City Policy FA-25 describes the selection criteria, procedure, recognition process, as well as the composition of the selection committee.

The Finance and Administration Committee recommended that Council immediately nominate three new members, one each for wards I, II, & IV to supplement the current membership of the selection committee and for that expanded committee to conduct the current Citizen of the Year selection process, and to concurrently direct staff to develop recommendations for the future composition of the Selection Committee, as well as defined terms, and bring those recommendations back to the F&A Committee.



Finance and Administration Committee Record of Proceeding November 18, 2019

The Finance and Administration Committee met on Monday, November 18, 2019. Those in attendance included: Chairperson Michael Moore, Ward III; Council Committee Member Barb McGuinness, Ward I; Council Committee Member Ben Keathley, Ward II; Council Committee Member Michelle Ohley, Ward IV; and Finance Director Jeannette Kelly. Those also in attendance included: Mayor Bob Nation, Councilmember Dan Hurt, City Administrator Mike Geisel, Administrative Assistant to the City Administrator/Deputy City Clerk Amanda Miller, City Clerk Vickie McGownd, Director of Public Works Jim Eckrich, Planning and Development Services Director Justin Wyse, Information Technology Director Matt Haug and Assistant Finance Director John Hughes.

Chairperson Michael Moore called the meeting to order at 5:30 p.m.

Approval of Minutes

The minutes of the October 29, 2019 Finance and Administration Committee of the Whole Meeting were submitted for approval. Councilmember McGuinness made a motion, seconded by Councilmember Keathley to approve the October 29, 2019 Finance and Administration Committee of the Whole Meeting minutes. A vote was taken with an affirmative result (4, 0) and the motion was declared passed.

Clarkson Valley Court – Contract for Services

The City of Chesterfield was contacted by Mayor Scott Douglass of Clarkson Valley (CV), regarding a contract to provide court clerk services for the City of Clarkson Valley. The CV Court Clerk intends to retire at the end of the year and Clarkson Valley was exploring their options regarding court staffing. Over the course of the last few months, we have communicated on a routine basis and we've mutually agreed that it was undesirable and likely not cost efficient for the City of Chesterfield to simply provide Court Clerk staffing if Clarkson Valley desired to continue to maintain their court location, Prosecutor and Judge courts implementation. The City of Chesterfield and Clarkson Valley have come to a tentative configuration where the City of Chesterfield would provide court administration services to Clarkson Valley, concurrent with the City of Chesterfield's court activities. Clarkson Valley would abandon their own physical court, and would conduct their court concurrent with the Chesterfield Court. Clarkson Valley would appoint Chesterfield's Prosecutor (Engelmeyer) and Municipal Judge (Brunk) tandem as their appointees. Existing Chesterfield Court staff would then assume responsibilities for administration of the

Clarkson Valley docket. There are many internal details and coordination issues that we have considered and are working through, including the transfer of records, legacy systems, and show me courts implementation. Please recognize that this is NOT a consolidation of the courts, but simply a contract service proposal at this time. The contract for services would involve compensation increases to the Judge, Prosecutor, and Court staff, which Mr. Geisel had provided to Council under separate cover.

Councilmember Moore made a motion, seconded by Councilmember Keathley to forward the Clarkson Valley Court – Contract Services to City Council. A vote was taken with an affirmative result (4, 0) and the motion was declared passed.

Affirmation of Contract – Retirement Plan Advisors

The City of Chesterfield contracts with Retirement Plan Advisors (RPA) for administration of our employee retirement plan. RPA's engagement with the City resulted from a comprehensive review and analysis conducted by the City and an HR consultant in 2005. The other significant change in the City retirement plan structure, shifting from a seven-year incremental vesting to a five year cliff vesting schedule, also occurred as a result of the City's 2005 review. Retirement Plan Advisors has continuously acted in this capacity since they were named as the City's fiduciary retirement advisor and plan administrator since 2005 as authorized by City Council. Over the course of the last several months, as the Retirement Board of Trustees held their regularly scheduled meeting and as we have consulted with RPA with regard to other administrative plan issues, City Administrator Mike Geisel was unable to retrieve the executed version of the contract which was approved by Council in 2005 (minutes attached). They concurrently searched their records and also could not find the executed agreement of engagement. All of that being the case and understanding their long and successful performance with the City, Mr. Geisel is seeking Council's concurrence to affirm their prior approval and to authorize him, as City Administrator, to execute the account services agreement such that we have a fully executed agreement for our files and to ensure both parties remain accountable.

Councilmember Ohley made a motion, seconded by Councilmember Moore to recommend to City Council, authorizing the City Administrator to execute the account services agreement and to prepare a request for proposals for other retirement plan administrators. Councilmember Ohley made a motion to amend the original motion to authorize the City Administrator to execute the account services agreement and have staff investigate the plan administrator alternatives (in lieu of proceeding directly to an RFP process), seconded by Councilmember Moore. A vote was taken on the amendment to the motion with an affirmative result (4, 0) and the motion was declared passed. A vote was taken on the original motion, as amended, with an affirmative result (4,0) and the motion, as amended, was declared passed.

Citizen of the Year Selection Committee

Since 1998, the City of Chesterfield has annually recognized the Chesterfield "Citizen of the Year". The procedures and policies related to this process have

been reviewed and updated over the last few years. The current selection committee has been active throughout 2019 in reviewing the nominations, webpage presence, forms, language, and other materials related to the Citizen of the Year recognition. City Policy FA-25 describes the selection criteria, procedure, recognition process, as well as the composition of the selection committee. It should be noted that the sole purpose of this selection committee is to review nominations and make the recommendation for award, for the Citizen of the Year. Specifically, the policy indicates that the selection committee was to be made up of ten members as follows:

- 1) Previous Citizen of the Year Award recipient
- 2) Four Citizen Committee Chairpersons
- 3) One representative from each ward, selected by the Councilmember of that ward
- 4) A representative from an area civic or community group such as the Chamber of Commerce, Rotary Club, or Kiwanis City Administrator Mike Geisel presented a current financial update.

Councilmember Moore made a motion, seconded by Councilmember Keathley to immediately nominate three new members for wards I, II, & IV to the selection committee and that expanded committee will conduct the current Citizen of the Year selection process, and direct staff to develop recommendations for the future composition of the Committee as well as term limits, and bring those recommendations back to the F&A Committee. A vote was taken with an affirmative result (4, 0) and the motion was declared passed.

City Website

Chairperson Moore stated himself and IT Director Matt Haug have been working together to make the City's Website more user friendly. The home page on the City's Website has many repetitions and items that can be removed.

Councilmember McGuinness made a motion, seconded by Councilmember Keathley to clean up the home page on the City's website in an attempt to make our website more user friendly. A vote was taken with an affirmative result (4, 0) and the motion was declared passed.

Financial Update

Finance Director Jeannette Kelly presented a current financial update.

Adjournment

The meeting was adjourned at 6:26 p.m.

Respectfully submitted:

Jeannette Kelly
Finance Director

Amanda Miller
Deputy City Clerk

Approved: _____

Mike Geisel *mo2*
City Administrator



690 Chesterfield Pkwy W
Chesterfield MO 63017
Phone 636-537-4711
Fax 636-537-4798

OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor & City Council (for review by the F&A Committee)

Date: November 13th, 2019

RE: Clarkson Valley Court – Contract for Services

In the last few months, the City was contacted by Mayor Scott Douglas of Clarkson Valley (CV), regarding a contract to provide court clerk services for the City of Clarkson Valley. Apparently, the CV Court Clerk intends to retire at the end of the year and Clarkson Valley was exploring their options regarding court staffing. Over the course of the last few months, we have communicated on a routine basis and we've mutually agreed that it was undesirable and likely not cost efficient for the City of Chesterfield to simply provide Court Clerk staffing if Clarkson Valley desired to continue to maintain their court location, Prosecutor and Judge.

Subsequently, we have come to a tentative configuration where the City of Chesterfield would provide court administration services to Clarkson Valley, concurrent with the City of Chesterfield's court activities. Clarkson Valley would abandon their own physical court, and would conduct their court concurrent with the Chesterfield Court. Clarkson Valley would appoint Chesterfield's Prosecutor (Engelmeyer) and Municipal Judge (Brunk) tandem as their appointees. Existing Chesterfield Court staff would then assume responsibilities for administration of the Clarkson Valley docket. There are many internal details and coordination issues that we have considered and are working through, including the transfer of records, legacy systems, and show me courts implementation. Please recognize that this is NOT a consolidation of the courts, but simply a contract service proposal at this time.

It should be noted, for full transparency, current Chesterfield City Attorney Chris Graville, currently serves as the CV Prosecuting Attorney. Even though Mr. Graville's position as Prosecutor for Clarkson Valley would be terminated, he has been a strong proponent and initiator of this proposal. I have developed a recommended cost proposal for the City of Clarkson Valley, at an initial annual cost of \$42,000 which would be incremented annually by the CPI. In essence, the City of Chesterfield would charge Clarkson Valley \$42,000 to administer their court concurrent with the Chesterfield Court. This fee represents increased compensation

for each of the court personnel assuming additional responsibilities and duties under the contract. Clarkson Valley would continue to receive all net court revenue generated by Clarkson Valley cases. For the purposes of the Finance and Administration meeting, I will not publicly share the individual breakdown of the compensation increases. I will provide this sensitive and privileged information under separate cover. However, I am comfortable in stating that I believe the cost proposal is fair, equitable, and mutually beneficial to both cities. I am happy to share such details independently, but it should be readily evident that it is unwise to share internal cost calculations while concurrently negotiating contract terms. Likewise, sharing the proposed individual employee compensation values is unwise unless and until the Cities have agreed upon terms.

As you already know, the City of Chesterfield already provides police services to Clarkson Valley on a contractual basis. It is beneficial to Chesterfield Police that the Clarkson Valley court be conducted concurrently with the Chesterfield court. It reduces redundant court security staffing and is much more convenient for those officers who must testify.

I have been advised by Mayor Douglas that the Clarkson Valley Council has authorized him to proceed as currently proposed. If this concept is recommended by the Finance and Administration Committee, I anticipate scheduling an Executive (Closed) session to provide the Council with the internal compensation adjustments, and seek Council authorization to execute a contract with Clarkson Valley to effect this work. City Attorney Graville is developing a contract based on the terms conceptually agreed to thus far. If approved, our intent is to move forward as of the first of the 2020 calendar year. Also, if approved, the 2020 budget would be amended to reflect the revenues and expenditures related to this proposal.

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

attachments

Mike Geisel

From: Mike Geisel
Sent: Tuesday, November 05, 2019 11:09 AM
To: Scott Douglas
Cc: Chris Graville; Custodian of Records (cor@chesterfield.mo.us); Ray Johnson; Bob Nation; Michael Moore
Subject: Clarkson Valley court and clerk proposal.

Mayor Douglas:

Per our ongoing conversation, I have internally reviewed providing court clerk services for Clarkson Valley, per our previous e mail conversation, copied below for our mutual convenience. I delayed sending this response to our conversation last Thursday, until I had confirmation from the prosecuting attorney and municipal judge that they were willing to accept the Clarkson Valley appointment, should Clarkson Valley agree to proceed. I have received confirmation from both, that they are willing to do so.

From: Mike Geisel
Subject: Clarkson Valley Court

Mayor Douglas:

I apologize for this taking longer than I expected, but I've had to communicate with multiple folks to get to this point. In addition, one of our court employees has resigned\retired, so we're scrambling a little to make sure we don't miss a beat as we've gone live with our Show Me Courts activities. Frankly, it has gone much smoother than we anticipated.

Based on my conversations, I think it would be practical (subject to approval of the proposal by our City Council) for the City of Chesterfield to provide you (City of Clarkson Valley) court services, based on the following premise:

City of Clarkson Valley Court would be moved to the Chesterfield City Hall location. We would either combine the Clarkson Valley Court docket with an existing docket, or add another docket to our calendar.

In order for this to function efficiently, Clarkson Valley would necessarily appoint the City of Chesterfield's Prosecuting Attorney & Judge as Clarkson Valley's Prosecutor and Judge. We simply don't have the ability to support two sets of judicial activities, and our court clerks work for two different bosses.

As you know, we're moving to Show Me Courts, as is Clarkson Valley. But we have to maintain your court legacy records, which I believe you have through a REJIS system. We would require that Clarkson Valley contract with, or at least pay for converting your legacy records into our legacy system, Justware, so we could maintain one legacy system going forward.

Since you are already mandated to move to Show Me Courts, we assume you have or are doing so. If we elect to mutually proceed with this court migration, it is presumed that your current court operations are on Show Me Courts and you are operating in compliance with this directive at the time of transition.

The only remaining issue is the cost for this service. I have not attempted to come to a number, since I do not know if the afore described conditions are acceptable to Clarkson Valley. But since we would be using

our current PA, Judge, Court Staff, and facilities, we would anticipate simply calculating a proportional increase for those expenses.

While I know that you wanted to try and maintain your current judge and PA, I could not come up with a rational and financially feasible mechanism of doing so. Simply increasing the level of effort for the existing assignments, makes the conversion possible in my mind.

Scott, let me know if this is something that you want to explore further and if so, we'll talk numbers and I'll work to advise\inform our council. Thanks for coming by and speaking with me about this personally. Clearly we did not have a clear understanding of your needs and expectations when we developed our prior response.

At your request, I have since gone back and created an estimate for the City of Chesterfield to assume the responsibility for Clarkson Valley Court, under these terms. As I've also indicated, I have not taken this topic to our City Council for their review or concurrence, but would intend to do so upon your acceptance of the general terms. **Based on these assumption's I would recommend to our City Council, that the City of Chesterfield Charge an annual fee of \$42,000 for this service.** That includes all of the costs; facilities, personnel, administrative, supplies, incidental costs, prosecutor and judge's contractual costs (Clarkson Valley would appoint the current Chesterfield Judge and Prosecutor but be paid through the City of Chesterfield). For sake of an ongoing contract, we would develop a contract for ongoing services, (subject to cancellation by either party), indexed by the annual CPI.

Also as discussed, Clarkson Valley would be responsible for the one-time cost to convert your legacy court records into the Justware court software, such that Chesterfield would only have to maintain one legacy system, in addition to all of the new system being on Show-Me Courts. If Clarkson Valley desires to move forward with this conceptual agreement, we need to mutually find somebody to re-enter this data into the Justware at Clarkson Valley's expense.

Once again, if this concept is reasonable and acceptable to Clarkson Valley, I plan on taking this through a City Committee for acceptance and ask our City Attorney to draft an agreement for both cities to execute.

The content of this e mail is to define initial terms subject to the approval of both municipalities. Nothing herein constitutes an obligation for either Clarkson Valley or the City of Chesterfield. Neither governing body, nor the Court officers have agreed in whole or in part, to the proposed court agreement.

Mike Geisel *moz*
City Administrator



690 Chesterfield Pkwy W
Chesterfield MO 63017
Phone 636-537-4711
Fax 636-537-4798

OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor & City Council (for review by the F&A Committee)

Date: November 7th, 2019

RE: Affirmation of Contract – Retirement Plan Advisors

As you know, the City of Chesterfield contracts with Retirement Plan Advisors (RPA) for administration of our employee retirement plan. RPA's engagement with the City resulted from a comprehensive review and analysis conducted by the City and an HR consultant in 2005. The other significant change in the City retirement plan structure, shifting from a seven-year incremental vesting to a five-year cliff vesting schedule, also occurred as a result of the City's 2005 review. Retirement Plan Advisors has continuously acted in this capacity since they were named as the City's fiduciary retirement advisor and plan administrator since 2005 as authorized by City Council.

Over the course of the last several months, as the Retirement Board of Trustees have held their regularly scheduled meeting and as we have consulted with RPA with regard to other administrative plan issues, I sought and was unable to retrieve the executed version of the contract which was approved by Council in 2005 (minutes attached). Subsequently, I sought and was unable to locate a copy of the executed version of the Agreement for Services with RPA. They concurrently searched their records and also could not find the executed agreement of engagement.

All of that being the case and understanding their long and successful performance with the City, I am seeking Council's concurrence to affirm their prior approval and to authorize me, as City Administrator, to execute the account services agreement such that we have a fully executed agreement for our files and to ensure both parties remain accountable.

While I believe this affirmation to be a housekeeping activity, I also believe it is absolutely essential that the City has readily retrievable records of contracts.

Retirement Plan Advisors
November 7th, 2019
Page 2

City Clerk Vickie McGownd and I continue to work to fill in any gaps whenever, and wherever we discover them.

I request that the F&A Committee review and favorably recommend that the I as City Administrator, be authorized to execute the attached Services Agreement with Retirement Plan Advisors as was originally authorized by Council in August of 2005. There are no changes in scope or terms, this is merely an attempt to complete the record.

If you have any questions or require additional information, please let me know.

Attachments

RPA Group Retirement Plan and Participant Services Investment Advisory and Managed Account Services Agreement

I. THE AGREEMENT:

This Investment Advisory Services Agreement ("Agreement") is entered into by and between the **City of Chesterfield** ("Plan Sponsor") and **Retirement Plan Advisors, LLC** ("RPA", an Illinois Limited Liability Corporation), a registered investment advisor ("RIA"). The purpose of this Agreement is to provide consulting, plan design, investment advisory, and participant services to the Plan Sponsor.

The scope of the Agreement is limited to the Plan Sponsor's 457b and 401a plan(s) (the "Plan") and is separate and distinct from other agreements relating to the plan(s), including recordkeeping, compliance, administration and investment product offerings.

II. RPA REPRESENTATIONS:

RPA agrees to be deemed as a fiduciary, specifically within the meaning of section 3(38) of ERISA, with respect to the investment advisory services provided to the Plan and/or its participants. RPA agrees to hold the Plan Sponsor harmless from damages, judgments, settlements, and reasonable defense costs resulting from any breach of these fiduciary duties, provided the Plan Sponsor notifies RPA promptly of the commencement of such action and cooperates as reasonably necessary in such defense.

A. PLAN SERVICES

RPA agrees to:

1. Provide and maintain an Investment Policy Statement ("IPS") for the Plan.
2. Conduct initial review of the plan investment menu (the "Menu") in accordance with the IPS.
3. Implement transition of the Plan assets to the revised Menu, if applicable. The transition may include adding or deleting investment options and mapping assets, as well as other actions needed to implement desired investment menu changes.
4. Monitor the Menu on an ongoing basis.
5. Remove and replace any investment options in the Menu that fail to meet the guidelines detailed in the IPS.
6. Provide written notice to the Plan Sponsor at least thirty (30) days prior to making Menu changes.
7. Provide reports to the Plan Sponsor semi-annually.

B. PARTICIPANT SERVICES

RPA agrees to provide:

1. Participants with access to an RPA financial advisor(s) for:

- a. Onsite group and individual meetings;
 - b. Employee education and enrollment services;
 - c. Investment advisory services, including one-on-one retirement counseling, portfolio modeling, and personalized investment recommendations.
2. RPA's Portfolio*Plus* program, a voluntary managed account service (see Section VI).

III. PLAN SPONSOR REPRESENTATIONS:

Plan Sponsor agrees to:

- 1. Adopt an RPA-approved IPS.
- 2. Grant limited power of attorney to RPA to, at its sole discretion:
 - a. Create and maintain the Menu in compliance with the IPS; and
 - b. Provide instructions to its recordkeeper necessary to maintain the Menu. Such instructions may include, but are not limited to, the following:
 - i. Add investment options.
 - ii. Delete investment options.
 - iii. Close investment options.
 - iv. Map future contributions and/or assets from deleted and/or closed investment options to one or more investment options in the Menu.
- 3. Provide employee census data to RPA to facilitate Plan marketing and outreach. Usage of data will be limited to promoting Plan participation and utilization. Data will not be shared with any third parties.
- 4. Provide an adequate work area for RPA investment professional(s) during scheduled service visits.
- 5. Periodically disseminate communication and educational materials provided by RPA to employees.
- 6. Encourage eligible employees to meet with RPA investment professional(s) at work locations during work hours.

IV. PLAN SPONSOR AUTHORIZES RECORDKEEPER TO:

- 1. Provide RPA full access to all Plan and participant data.
- 2. Execute all requests made by RPA in accordance with the language in Section III. 2. as if the instructions were directly from the Plan Sponsor. (Note: RPA's discretion does not allow distributions or withdrawals from the Plan.)
- 3. Direct all communications regarding the Menu to RPA.
- 4. Provide written notice to RPA prior to making any changes to the Plan's Menu. Changes include adding, deleting, merging, or closing investment options.
- 5. Deduct the fee specified in Section V from participant accounts quarterly.

V. RPA FEES:

RPA's fee for the services detailed in Section II:

1. Ongoing Plan and participant services are 27 basis points (0.27%) per year. The fee is charged quarterly in arrears and is deducted from participant accounts prorated based on individual account balance.
2. The effective date of the fee arrangement will commence on the date the plan assets convert to the new recordkeeping platform at MassMutual.

VI. PORTFOLIOPLUS AGREEMENT AND FEE SCHEDULE:

The Plan Sponsor has entered into an arrangement to offer mutual fund investments and fixed account/stable value investments made available on recordkeeper's recordkeeping platform to participants in the Plan ("Participants"). The Plan Sponsor hereby approves RPA (the "Designated RIA") as an authorized provider of investment advisory and discretionary managed account services ("PortfolioPlus") to those Participants who elect the Designated RIA to manage their individual accounts, and acknowledges that RPA will exercise discretionary investment authority with respect to all Plan assets of such Participants.

In consideration of services rendered to such Participants, the Plan Sponsor hereby acknowledges, subject to specific approval by each Participant electing the Designated RIA as their respective investment advisor, a 1.00% annual investment advisory fee plus a \$15.00 annual administration fee per participant account. The investment advisory fee shall be determined monthly and payable quarterly in arrears, based on each Participant's account balance as of the end of each calendar month. The annual administration fee will be billed quarterly at the rate of \$3.75 per account, and paid by the Plan Sponsor.

The Plan Sponsor hereby consents to the withdrawal of the annual investment advisor fee from Participants' accounts held on recordkeeper's recordkeeping platform. The Plan Sponsor hereby authorizes the recordkeeper (or its affiliate companies) to deduct these fees from Participants' accounts, and to remit them to RPA in accordance with RPA's instructions. Recordkeeper shall have no obligation to deduct such fees unless provided with a copy of this Agreement by Designated RIA. RPA and Plan Sponsor agree to hold recordkeeper harmless from any damages, judgments, settlements, and reasonable defense costs that may result from recordkeeper's facilitation of the payment of these fees to RPA.

PortfolioPlus fees are in addition to Plan recordkeeping, administration, and participant service fees as well as mutual fund fees (e.g., advisory fees, 12b-1 fees, and other fund expenses). RPA and/or its Agent do not reasonably expect to receive any other compensation, direct or indirect, for its/their services under the Agreement.

RPA will provide all participants utilizing PortfolioPlus a copy of RPA's Form ADV Part 2A Client Brochure and Privacy Policy. RPA's Form ADV documents and Privacy Policy may be updated from time to time.

VII. GENERAL PROVISIONS:

1. This Agreement can only be modified by a written agreement signed by the persons authorized to sign agreements on behalf of each party.

2. *Contract Termination.* This Agreement shall remain in effect from the date this Agreement is signed until the end of the quarter in which it is canceled by either party following a thirty (30) day written notice.
3. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties hereby submit to the jurisdiction of, and waive any venue objections to or against, federal or state courts of competent jurisdiction in Illinois.
4. *Indemnification by RPA.* RPA agrees to indemnify, defend and hold harmless the Plan Sponsor, its officers, directors, employees and agents from and against loss, damage or liability assessed against the Plan Sponsor or incurred by the Plan Sponsor arising out of or in connection with any claim, action or suit brought or asserted against the Plan Sponsor alleging or involving RPA's negligence or willful misconduct in the performance (or non-performance) of its services, duties and obligations under this Agreement, provided that (i) the Plan Sponsor has notified RPA promptly and in writing of the claim, action or suit; (ii) RPA has the right to assume the defense of such claim, action or suit with counsel selected by RPA and to compromise or settle such action, suit or claim (provided, however, that any such compromise or settlement shall not require action or non-action by the Plan Sponsor without its prior written consent, which shall not be unreasonably withheld); and (iii) RPA receives the Plan Sponsor's cooperation, at RPA's sole cost, in such defense. The provisions of this section shall survive any termination of this Agreement.

RPA further agrees to specifically indemnify, defend and hold harmless the Plan Sponsor, its officers, directors, employees and agents from and against loss, damage or liability assessed against the Plan Sponsor or incurred by the Plan Sponsor arising out of or in connection with any investment recommendations made by RPA, its agents, employees and affiliates to the Plan Sponsor or its employees.

5. *Indemnification by the Plan Sponsor.* The Plan Sponsor agrees to indemnify, defend and hold harmless RPA, its affiliates, officers, directors, employees and agents from and against any and all loss, damage or liability assessed against RPA or incurred by RPA arising out of or in connection with any claim, action or suit brought or asserted against RPA alleging or involving the Plan Sponsor's negligence or willful misconduct in the performance (or non-performance) of its services, duties and obligations under the Plan and/or this Agreement; provided that (i) RPA has notified the Plan Sponsor promptly and in writing of the claim, action or suit; and (ii) the Plan Sponsor has the right to assume the defense of such claim, action or suit with counsel selected by the Plan Sponsor and to compromise or settle such action, suit or claim (provided, however, that any such compromise or settlement shall not require action or non-action by RPA without its prior written consent, which shall not be unreasonably withheld); and (iii) the Plan Sponsor receives RPA's cooperation, at the Plan Sponsor's sole cost, in such defense. The provisions of this section shall survive any termination of this Agreement.
6. *Arbitration.* The parties agree that any controversy, claim, or dispute that may arise between the Plan Sponsor and RPA, its Agents and/or any third party performing services for RPA and/or its Agents, including but not limited to any broker/dealer affiliated with RPA and/or its Agents, in connection with or arising out of this Investment Advisory Services Agreement ("Agreement") shall be submitted to and resolved by binding arbitration under the rules of the Financial Industry Regulatory Authority. The award of the arbitrators shall be final and binding on the parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Plan Sponsor further understands that: (a) the parties are waiving their right to seek remedies in court, including the right to jury trial; (b) pre-arbitration discovery is generally more

limited than and different from court proceedings; and (c) the arbitrator's award is not required to include factual findings for legal reasoning and any party's right to appeal or to seek modifications of rulings by the arbitrators is strictly limited.

7. *Entire Agreement.* This Agreement, along with the IPS, generally constitutes the entire agreement between the parties, merging all prior presentations, discussions and negotiations. This Agreement may be amended at any time, but only by written agreement signed by all parties.
8. It is expressly understood by the Plan Sponsor that the universe of investment options is limited to funds available through recordkeeper's recordkeeping platform that meet the operational and pricing standards contracted for under the Plan.
9. RPA is NOT a fiduciary on any investments held in a Self-Directed Brokerage Account (SDBA) option within the Plan.
10. All notices provided for herein shall be in writing and deemed delivered when received by:

a. City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 6301
Attention: Christopher DesPlanques, Finance Director

b. Retirement Plan Advisors
105 W. Adams Street, Suite 2175
Chicago, IL 60603
Attention: Joshua Schwartz, President

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Effective Date: _____

PLAN SPONSOR

By: _____ Date: _____

Print Name: _____ Title: _____

Email: _____

RETIREMENT PLAN ADVISORS

By: _____ Date: _____

Print Name: _____ Title: _____

Email: _____



RECORD OF PROCEEDING

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

August 1, 2005

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

Mayor Nations 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

Mayor John Nations
Councilmember Barry Flachsbart
Councilmember Barry Streeter
Councilmember Bruce Geiger
Councilmember Dan Hurt
Councilmember Mike Casey
Councilmember Mary K. Brown
Councilmember Connie Fults

ABSENT

Councilmember Jane Durrell

Mayor Nations first entertained a motion to place four additional items on the agenda for consideration. Mayor Nations noted that these items had been discussed at a recent meeting of the Finance and Administration Committee and were intended for review/consideration by City Council, at tonight's meeting. Information regarding each of these items had already been provided to all members of City Council, prior to tonight's meeting. Councilmember Flachsbart made a motion, seconded by Councilmember Brown, to amend the agenda and add the four items/recommendations coming from the Finance and Administration Committee, to the agenda. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

APPROVAL OF MINUTES

The minutes of the July 18, 2005, City Council meeting were submitted for approval. Councilmember Casey made a motion, seconded by Councilmember Streeter, to approve the City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor John Nations reported that the Public Works Department and the Parks, Recreation and Arts Division has coordinated the construction of six (6) new football fields and two new soccer fields, at the Chesterfield Valley Athletic Complex (CVAC). Mayor Nations commended everyone involved for the fact that these fields will be ready for use this week. In addition, the Department has supervised/coordinated the construction of the "Miracle Field" and it will be dedicated August 19, at 10 a.m. Mayor Nations urged those in attendance to attend this special dedication and, again, thanked everyone involved for their efforts.

Mayor Nations next reported that the next meeting of City Council has been scheduled for August 15, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mayor Nations introduced Stacey Morse, Executive Director, of Chesterfield Arts. Ms Morse gave an updated overview regarding the many accomplishments of Chesterfield Arts and shared with everyone their vision for the future.

APPOINTMENTS

Mayor Nations next reported that with the concurrence of the Councilmembers who serve as liaisons to the various City Boards, Commissions, Committees, the following individuals were placed in nomination for re-appointment:

Architectural Review Board – 2 - Year Term

Bud Gruchalla – expired 5-15-05 (New term will expire 5-15-07)

Board of Adjustment – 5 – Year Term

Gerald Schwalbe – expired 6-1-04 (New term will expire 6-1-09)

Chesterfield Arts – 4 – Year Term

Juliane Chana – expires 8-1-05 (New term will expire 8-1-09)
Jerry Right – expires 8-1-05 (New term will expire 8-1-09)

Kathy Higgins – expires 8-1-05 (New term will expire 8-1-09)

Finance and Administration Citizens Advisory Committee – 3 – Year Term

Emory Jackson –expired 6-15-04 (New term will expire 6-15-07)

Mark Raisher – expired 6-15-04 (New term will expire 6-15-07)

Arlene Taich – expired 6-15-04 (New term will expire 6-15-07)

Mary Domahidy – expired 6-15-04 (New term will expire 6-15-07)

Human Rights Commission – 3 – Year Term

Doris Frazier – expired 5-15-05 (New term will expire 5-15-08)

Landmark Preservation Commission – 3 – Year Term

Lauren Strutman – expired 6-30-05 (New term will expire 6-30-08)

Police Personnel Board – 3 – Year Term

Philip Scissors – expires 8-15-05 (New term will expire 8-15-08)

John Waters – expires 8-15-05 (New term will expire 8-15-08)

Public Works Board of Variance – 5 – Year Term

Chris Barry – expires 8-21-05 (New term will expire 8-21-10)

Ronald Krusie – expired 8-21-04 (New term will expire 8-21-09)

Councilmember Flachsbart made a motion, seconded by Councilmember Streeter, to approve the proposed re-appointments. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COUNCIL COMMITTEE REPORTS

Finance and Administration Committee

Councilmember Mary Brown, on behalf of Councilmember Jane Durrell, Chairperson of the Finance and Administration Committee, reported that Bill No. 2369 (Establishes the Property Tax Rate) and Bill No. 2370 (Re-adopts the “Conflict of Interest” ordinance) will be read for the first time, under the “Legislation” portion of the agenda.

Councilmember Brown next reported that the Finance and Administration Committee recommends approval of contract for off-site data storage for the City’s backup data tapes, with Iron Mountain. The cost of \$200 per month is unbudgeted, but the year’s budget savings should provide funding for this expense, without using Fund Reserves. Councilmember Brown made a motion, seconded by Councilmember Flachsbart, to contract with Iron Mountain at a cost of \$200 per month for the storage of the City’s

backup data tapes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Brown next reported that Staff had determined that the Council Chamber sound system was not optimally installed. The speakers currently installed must be used at a maximum volume to function, causing distortion in the sound quality. A proposed system will have two new sound boards and twenty speakers, utilizing the eight already in place, arranging them strategically and at a lower volume setting to produce the best quality. The cost of the installation is approximately \$18,900. Councilmember Brown made a motion, seconded by Councilmember Flachsbart, to improve the existing sound system with new speakers at a cost not to exceed \$20,000, with funds coming from budget savings due to lower costs for the health insurance this year. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Brown next reported that, as a last step in the retirement plan study process, CBIZ had evaluated potential retirement plan providers based on total plan cost, investment performance and employee services provided. From eleven companies who responded, the top three were chosen to meet with three City employees to determine which company could meet the goal of providing investment advice directly to employees. As a result of the analysis, CBIZ and Staff have recommended selection of The Hartford/Retirement Plan Advisors, to manage both the 401(a) and 457 retirement plans for City employees. Councilmember Brown made a motion, seconded by Councilmember Geiger, to select The Hartford/Retirement Plan Advisors combination, to manage both the 401(a) and 457 employee retirement plans. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Brown next reported that Staff had drafted a Neighborhood Improvement District policy. She noted that a successful NID program gives citizens a mechanism to fix problems that are not the responsibility of the City and, therefore, provides an alternative for how to address those problems, other than simply an assessment by their subdivision. Councilmember Brown made a motion, seconded by Councilmember Geiger, to approve the "Neighborhood Improvement District" policy. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Brown announced that the next meeting of this Committee has been scheduled for September 14 at 5:30 p.m.

Public Works/Parks Committee

Councilmember Barry Streeter, Chairperson of the Public Works/Parks Committee, reported that Bill No. 2363 (Allows for the acceptance of public streets within Miramonte Subdivision) will be considered for adoption under the "Legislation" portion of the agenda.

Councilmember Streeter announced that the next meeting of this Committee has been scheduled for August 2 at 5:30 p.m.

Planning and Zoning Committee

Councilmember Mike Casey, Chairperson of the Planning and Zoning Committee, reported that Bill No. 2371 (Approves a record plat for Two Flags Farm) and Bill No. 2372 (Approves a boundary adjustment plat for Hilltown Village Center) will be considered for adoption under the "Legislation – Planning Commission" portion of the agenda.

Councilmember Casey noted that August 2 is the first meeting of the Committee of the Whole of the Planning Commission. This meeting begins at 5 p.m. and the discussion topic will be the "Bow Tie" legislation.

Councilmember Casey announced that the next meeting of the P&Z Committee has been scheduled for Thursday, August 18, at 5:30pm.

Public Health and Safety Committee

Councilmember Connie Fults, Chairperson of the Public Health and Safety Committee, reported that the next meeting of this Committee has been scheduled for August 11, at 5:30 p.m.

REPORT OF THE CITY ADMINISTATOR

City Administrator Michael G. Herring noted that he had no recommendations or other business for review/consideration by City Council, at this meeting.

LEGISLATION

BILL NO. 2363

**PERTAINS TO THE ACCEPTANCE OF PUBLIC
STREETS WITHIN MIRAMONTE SUBDIVISION IN
THE CITY OF CHESTERFIELD (SECOND READING
– PUBLIC WORKS/PARKS COMMITTEE)**

Councilmember Streeter made a motion, seconded by Councilmember Casey, for a second reading of Bill No. 2363. A voice vote was taken with a unanimous affirmative

result and the motion was declared passed. Bill No. 2363 was read for the second time. A roll call vote was taken for passage and approval of Bill No. 2363, with the following results: Ayes – Streeter, Flachsbar, Geiger, Fults, Brown, Casey and Hurt. Nays - None. Whereupon, Mayor Nations declared Bill No. 2363 approved, passed it and it became **ORDINANCE NO. 2189.**

BILL NO. 2369 FIXES THE RATE OF TAXATION FOR THE YEAR 2005 AND LEVIES A TAX ON ALL REAL AND PERSONAL PROPERTY MADE TAXABLE BY THE LAW WITHIN THE CORPORATE LIMITS OF THE CITY OF CHESTERFIELD, MISSOURI, FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON A GENERAL OBLIGATION BOND ISSUE FOR PARKS; EFFECTIVE WHEN (**FIRST READING – FINANCE AND ADMINISTRATION COMMITTEE**)

Councilmember Brown made a motion, seconded by Councilmember Casey, for the first reading of Bill No. 2369. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 2369 was read for the first time.

BILL NO. 2370 RE-ADOPTS 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 – FINANCE AND ADMINISTRATION COMMITTEE**)

Councilmember Brown made a motion, seconded by Councilmember Casey, for the first reading of Bill No. 2370. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 2370 was read for the first time.

LEGISLATION – PLANNING COMMISSION

BILL NO. 2371 PROVIDES FOR THE APPROVAL OF RECORD PLAT FOR TWO FLAGS FARM, A 6.619 ACRE TRACT OF LAND ZONED “NU” NON-URBAN, LOCATED ON A PRIVATE ROAD WEST OF WILSON AVENUE, NORTH OF WILSON MANOR DRIVE AND SOUTH OF CHESTERFIELD LAKES DRIVE. STREET ADDRESS FOR THIS PARCEL IS 1665 WILSON ROAD (**FIRST AND SECOND READINGS – PLANNING COMMISSION RECOMMENDS APPROVAL**)

Councilmember Casey made a motion, seconded by Councilmember Brown, for the first reading of Bill No. 2371. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 2371 was read for the first time.

Councilmember Casey made a motion, seconded by Councilmember Streeter, for a second reading of Bill No. 2371. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 2371 was read for the second time. A roll call vote was taken for passage and approval of Bill No. 2371, with the following results: Ayes – Brown, Flachsbart, Geiger, Hurt, Casey, Fults and Streeter. Nays - None. Whereupon, Mayor Nations declared Bill No. 2371 approved, passed it and it became **ORDINANCE NO. 2190.**

BILL NO. 2372

**APPROVES A BOUNDARY ADJUSTMENT PLAT OF
HILLTOWN VILLAGE CENTER PARCEL C318,
LOCATED AT OLIVE BOULEVARD AND
CHESTERFIELD PARKWAY NORTH, CITY OF
CHESTERFIELD, COUNTY OF ST. LOUIS, STATE OF
MISSOURI (FIRST AND SECOND READINGS –
PLANNING COMMISSION RECOMMENDS
APPROVAL)**

Councilmember Casey made a motion, seconded by Councilmember Brown, for the first reading of Bill No. 2372. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 2372 was read for the first time.

Councilmember Casey made a motion, seconded by Councilmember Geiger, for a second reading of Bill No. 2372. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 2372 was read for the second time. A roll call vote was taken for passage and approval of Bill No. 2372, with the following results: Ayes – Streeter, Hurt, Geiger, Fults, Brown, Casey and Flachsbart. Nays - None. Whereupon, Mayor Nations declared Bill No. 2372 approved, passed it and it became **ORDINANCE NO. 2191.**

ADJOURNMENT

Mayor Nations adjourned the meeting at 7:50 p.m.

Mayor John Nations

ATTEST:

Martha L. DeMay, City Clerk

Mike Geisel *mon*
City Administrator



690 Chesterfield Pkwy W
Chesterfield MO 63017
Phone 636-537-4711
Fax 636-537-4798

OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor & City Council (for review by the F&A Committee)

Date: November 13th, 2019

RE: Citizen of the Year

As you are aware, since 1998, the City of Chesterfield has annually recognized the Chesterfield "Citizen of the Year". The procedures and policies related to this process have been reviewed and updated over the last few years. The current selection committee has been active throughout 2019 in reviewing the nominations, webpage presence, forms, language, and other materials related to the Citizen of the Year recognition. They take it quite seriously!

City Policy FA-25 describes the selection criteria, procedure, recognition process, as well as the composition of the selection committee. It should be noted that the sole purpose of this selection committee is to review nominations and make the recommendation for award, for the Citizen of the Year. Specifically, the policy indicates that the selection committee was to be made up of ten members as follows:

- 1) Previous Citizen of the Year Award recipient
- 2) Four Citizen Committee chairpersons
- 3) One representative from each ward, selected by the Councilmember of that ward
- 4) A representative from an area civic or community group such as the Chamber of Commerce, Rotary Club, or Kiwanis

Similarly, there exists an internal procedure, describing how the nomination and selection process occurs and how it is to be managed on an annual basis. While we have previously addressed and updated both the procedure and policy, there appears to be irreconcilable differences that have evolved with regard to the composition of the selection committee. The current procedure describes the selection committee composition as follows:

- One resident member from each ward, as suggested by Council members (4)
- The immediate past winner (1)

- Citizen Committee representation (4) – rotating basis from each council subcommittee. If there is a co-chair, only one may participate.
 - Citizens Committee for the Environment
 - Older Adult Task Force
 - Parks, Rec & Arts and other citizen committee, including Police Personnel Board
- Civic/Community Representation (1) Chamber Board or Rotary or Kiwanis's, etc.

Finally, the actual composition of the current selection committee is comprised of the following individuals:

Gerry Right Ward 2	Chair, since 2004 Represents Chamber
Mike Whelan Ward 3	Represented PRACAC
Earl Barge Ward 3	Represented CAPY
John Walters Ward 3	Represents the Police Personnel Board
Janna Byington Smith Ward 3	Represented Chesterfield Arts
Elaine Finn Ward 1	Represents Ward 1
Laura Hauck Ward 3	Represents Ward 3
Carol LeBerg Ward 4	Represents Ward 4

I have met with this selection committee on multiple occasions. They take this task and their responsibility, very seriously. They have done a commendable job.

However, I have multiple concerns with the current procedure and am not comfortable that it represents Council's expectations.

- 1) While the Council Policy described the composition of the original selection committee, it also assigned the responsibility for four of the ten positions by ward, to the "Councilmember" (notice the reference to single, not plural Councilmember). In practice, the composition of the committee has evolved from the prior year members and been supplemented as necessary by the committee chairs. It should be noted, that this "evolution" has been beneficial to some degree in providing continuity and in creating institutional knowledge to enhance the process. However, I have checked with our City Clerk who has confirmed that she also has no history, recollection, or documentation that Council has made any appointments to the selection committee during her time as City Clerk.
- 2) The current **procedure** assigns the responsibility for "securing" the selection committee to the assigned staff.
- 3) The current committee has two current vacancies.
- 4) The members who represent committee chairs, did so at the time they were recruited to serve on the selection committee. They may, or may not currently be the chair of their respective advisory committees.

- 5) There is no procedure or process to ensure that the selection committee composition reflects the current City Council.

It is clear that the current City Council has had very minimal, if any, participation in nominating this selection committee. It is Council's right and responsibility to nominate the membership of this committee. I am unable to reconcile the policy requirement that four individuals, one from each ward, are actually representatives of the current council. Finally, because of the past participation, the current members have developed the desired "ownership" of their responsibilities and should Council desire to re-constitute the membership, several of these current members would necessarily be offered the City's sincere thanks and advised that their services on the committee were no longer required.

The purpose of this communication is to bring the composition of the current selection committee to your attention. They are prepared to act in this capacity for the upcoming Citizen of the year selection. However, I would be remiss if I did not ask council to consider and provide staff with direction for one or more of the following:

- 1) Affirm the current composition of the committee for the 2019-2020 selection year.
- 2) Identify new selection committee members for the 2019-2020 selection year.
- 3) Direct staff to review and revise the policy, reconsidering the selection committee membership for 2020-2021 selection year, requesting Council direction as to their desired involvement in the selection committee nomination process.
- 4) Affirm or provide a recommendation for the future desired committee composition of
 - a. Prior recipient
 - b. Four Citizen Committee Chairs, (rotated on a rigid, pre-defined basis going forward)
 - c. Four individuals, each representing a council ward (clarification to be provided as to which councilmember selects their representative – junior\senior, or councilmember most recently elected.
 - d. Identify who selects member from the service organization (perhaps Mayor).

In any event, it is necessary for staff to bring this to your attention and provide Council an opportunity to re-direct should you so choose.. Recognition of the Citizen of the Year is an important honor and should be afforded the attention and respect it commands.

I look forward to discussing this with you on Monday evening. If you have any questions or require additional information, please advise.

attachments



Citizen of the Year Guidelines

The City of Chesterfield is enriched by citizens who contribute to the quality of life in our community without reward or recognition. These are people who distinguished themselves through community accomplishments or volunteerism. To show the City's appreciation and recognition of their work, the Chesterfield Citizen of the Year is selected by a Committee comprised of appointees from each ward, various civic organizations in Chesterfield, and prior year's recipient.

Selection Criteria

Citizens to be selected for recognition should note the following criteria:

- Individuals nominated must be a resident of the City of Chesterfield.
- Actions recognized should benefit the community of the City of Chesterfield and its residents through volunteerism, work performed on community projects, and civic contributions to the community.
- Preference is given to the recency of nominee's activities and community contributions.

Nomination Guidelines

- Only one nominee per household. (Nominee may be an individual or a couple)
- The nominee(s) must be 18 years of age.
- Previously nominated individuals are eligible to be renominated.
- City employees as well as elected officials will not be considered for the award while in their position. However, after retiring, former city employees and elected officials who become service-minded volunteers in a capacity other than their previous position, may be considered.

Nomination Form Completion

- Nomination information must be limited to the nomination form, front and back. Attachments are not permitted and will not be considered by the selection committee. The nomination form must be used for all nominations.
- The following questions must be addressed for the nominee to be considered:
 1. What did your nominee do to benefit the City of Chesterfield?
 2. For each activity, please include:
 - A. Years of service
 - B. The name(s) of the organization they/she/he served.
 - C. Role(s) the volunteer served in each organization along with a description of the role

Narrative

- The narrative of this nomination must be in paragraph form and fit into this space. The font should be no smaller than 10 pt. Materials attached to this entry will not be considered.
- Question: What impact has the volunteer made on the City of Chesterfield and its residents via the activities listed above?
- Description of accomplishments or actions and why you believe this individual merits this award.
- All nominations are due on or before the first Friday in February. Nominations will not be accepted after that day.
- The on-line nomination form is available on the City's website www.chesterfield.mo.us or call 636-537-4000, for assistance.

Recognition Process

- Once The Citizen of the Year has been selected, the recommendation will be forwarded to the City Council for the final approval.
- The Citizen of the Year will be recognized at a City Council meeting in March, with a reception following at the City Hall to celebrate with friends and family.

**CITY OF CHESTERFIELD
POLICY STATEMENT**

FINANCE AND ADMINISTRATION	NO.	11	
SUBJECT	Citizen of the Year Award	INDEX	FA
DATE		DATE	6/17/15
ISSUED	2/18/98	REVISED	1/29/18

POLICY:

Selection Criteria

Citizens to be selected for recognition should meet the following criteria:

- Actions being recognized should benefit the overall community of the City of Chesterfield and its residents in some manner through volunteerism, work performed on community projects, and overall civic contributions to the community.
- Individuals nominated shall be a resident of the City of Chesterfield

Nomination Guidelines

- One nomination per person per household (spouses can be nominated jointly).
- Previously nominated individuals can be re-nominated.
- A nominee cannot serve on the Selection Committee.
- The person nominating an individual cannot serve on the Selection Committee.
- City Employees will not be considered for the award.
- Elected officials serving in any office within Chesterfield's boundaries are not eligible.
- The nominee cannot work in a paid position for which their efforts are being recognized.

Public Notification

The public will be notified of the "Call for Nominations" by information being posted on the City's website, a press release being sent to local news and community publications, social media, and by an article in the December Citizen Newsletter. A "Call for Nomination" e-mail notice will also be sent in early January to City Council, Citizen Committee Chairpersons, and various community leaders in order to gain awareness.

Selection Process

An online nomination form will be available on the City's website at www.chesterfield.mo.us or call 636-537-4000 for assistance. This nomination form must be used for all nominations. No attachments or enclosures are permitted.

All nominations are due the first Friday in February. Nominations will not be accepted after this date. All nominations will then be forwarded to the Selection Committee for their review. The Selection Committee will consist of the previous Citizen of the Year Award recipient, four Citizen Committee chairpersons, one representative from each ward selected by the Councilmember of that ward and a representative from an area civic or community group such as the Chamber of Commerce, Rotary Club, or Kiwanis. A meeting of this Committee will be scheduled in mid- February to review the nominations submitted and to select the Citizen of the Year. Once a candidate has been chosen, the nomination will be forwarded via-email to the Mayor and City Council for final approval. The Mayor and City Council are not obligated to approve the Selection Committee's recommendation.

Recognition Process

The presentation of this award will take place at the second City Council meeting in March, wherein the Mayor will present a recognition award plaque. A reception will follow at City Hall for the recipient to celebrate with friends and family.

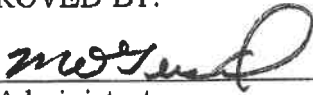
The award recipient will have their photo taken. A press release will accompany the photo in a media release and be placed on the City's website. An article will also be published in the June Citizen Newsletter.

RECOMMENDED BY:

Department Head/Director/Council Committee (if applicable)

Date

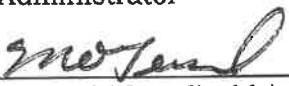
APPROVED BY:



City Administrator

6/3/2019

Date



City Council (if applicable)

6/3/2019

Date

Procedures for Citizen of the Year Award

Updated 3-7-2016

- Place article in the December issue of the Chesterfield Citizen requesting nominations to be due by the first Friday in February.
- Make sure on-line nomination and handout form has been updated with current dates due.
- E-mail application and guidelines to all Citizen Committee Chairs for distribution.
- Use List Serve List for Trustees and send out a notice to them, linking it back to the Web Site.
- Prepare media release in early January requesting nominations.
- Secure Selection Committee. Selection Committee is comprised of 10 members:
Nominators can not sit on the committee.
 - One resident member from each ward, as suggested by Council members (4)
 - The immediate past winner (1)
 - Citizen Committee representation (4) –rotating basis from each council subcommittee. If there is a co-chair, only one may participate.
 - Citizens Committee for the Environment
 - Older Adult Task Force
 - Parks, Rec & Arts and other citizen committee, including Police Personnel Board
 - Civic/Community Representation (1) Chamber Board or Rotary or Kiwanis's, etc.
- Contact previous year's Ward representatives to see if they are interested in serving. If not, e-mail City Council Members by ward to see if they can suggest someone. Jerry Right, typically representing the Chamber Board, has served as the Chairperson for many years. If he isn't available, contact Chamber of Commerce to obtain a Board Member representative. Try to find new representatives from the citizen committees.
- When Selection Committee members are secured, schedule the meeting for mid-February at City Hall at 5:30, so there's time to reschedule if inclement weather occurs. The goal is to present the award at the last March Council meeting.
- In PDF format (combined in one document), e-mail the nominations to the Committee with information about the upcoming meeting. Let them know you will have copies at the meeting so they don't have to print it.
- For the selection committee meeting, prepare copies of the nominations and the selection criteria for them to have at the meeting. The staff liaison should plan to attend this meeting and take notes of actions taken for the file. Do not contribute to the discussion if you should know the nominees. Mr. Right will lead the committee or should he not attend, a chairperson should be nominated. Make sure everyone introduces themselves.
- Once the Committee has made a selection, prepare an e-mail to the Mayor and Council and copy the Management Team and City Clerk listing those who were nominated and some brief information about the award recipient. Attach their nomination form as well. (see previous e-mails in file).
- Once the nomination is approved by the Mayor and City Council, notify the winning candidate by phone and let them know when the award will be presented and encourage them to invite family and friends. Advise them there will be a reception in the Multi-Purpose room following the presentation. Additionally, notify the person who nominated them and encourage them to spread the word about the reception & presentation.
- ORDER THE AWARD for Citizen of the Year from Ideas Promotions (Dianne Gibbs dgibbs@ideasrecognition.com 636-733-8225) and from Crown Trophy have their name added to the running list of names on the plaque kept in the first floor display case. Also prepare a bag of Chesterfield promo items and a flower bouquet if a female.
- Prepare a PROCLAMATION

- Reserve the Multi-Purpose Room for the Reception
- As a courtesy, notify by e-mail each of those who were nominated and attach only their nomination form, telling them the selection committee met, the recipient chosen, recognition date, etc.
- Notify by e-mail each of those who nominated someone that a recipient was selected, the person's name, and when they will be recognized.
- Prepare a media release in advance of the presentation so their friends, family & community can attend the reception. Make sure it's done enough in advance for West News to publish. You may need to get certain information from the recipient such as their address (for Ward purposes), work history, volunteer history, if they've served as a trustee, family info, etc. to help with writing the press release and the proclamation.
- Obtain table coverings, decorations, snacks and drinks for the reception.
- Ensure someone is at the meeting with a good camera for photos.
- Prepare a media release for the day following the Council Meeting, announcing the winner and include a photo of the Mayor presenting award to the recipient. Post this on web site in Media Releases and post on social media outlets as well.
- Prepare an article for the June issue of the Chesterfield Citizen about the award recipient with photo.

The next meeting of the Finance and Administration Committee has not yet been scheduled.

If you have any questions or require additional information, please contact Finance Director Jeannette Kelly prior to Monday's meeting.

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember DeCampi

Vice Chair: Councilmember Hurt

Parks Master Plan

At its' meeting on November 18th, the Parks, Recreation and Arts Committee recommended adoption of the Parks Master Plan by the full Council.

Pool Fees and Hours

The Parks, Recreation and Arts Committee considered revisions to the Pool operating hours and user fees. Parks, Recreation and Arts Director – Tom McCarthy has summarized the changes by memo included in your packet. The PR&A Committee recommended adoption of the proposed changes, as amended by Committee.

If you have any questions or require additional information, please contact Director of Parks, Recreation and Arts, Tom McCarthy or me prior to Monday's meeting.



Memorandum

To: Mike Geisel, City Administrator
From: Tom McCarthy *TC*
Director of Parks, Recreation & Arts
Date: 11/25/2019
Re: Parks, Recreation & Arts Master Plan Full Council

Mike, I introduced the completed Parks Master Plan and requested it be moved on to full council for approval at our November 18th, 2019 Parks, Recreation and Arts Committee of Council meeting. The Parks Recreation and Arts Master plan memo is attached along with the written portion of the Master Plan. The plan is a comprehensive outlook that will help the department plan for the next 10-15 years. Councilmembers asked if this included any request for money, which it does not, and inquired about the company contracted to help with the Master Plan. I expressed that Pros Consulting was very professional working with the public as well as staff, and we feel we received a very good overall understanding on where the Chesterfield residents want us to focus our attention on growing and maintaining their Parks, Recreation and Arts Department over the next 10 plus years. With Council's approval of the plan we will send it back to Pros and they will add graphics and send us bound copies for Council, staff and the version for our Web site.

Councilmember McGuinness moved to send the Master Plan to the full City Council. The motion was seconded by Councilmember Hurt. The motion was passed by unanimous consent.



City of Chesterfield, Missouri

Parks, Recreation & Arts Master Plan

October 2019





ACKNOWLEDGEMENTS	
City of Chesterfield Mayor	
Mayor Bob Nation	
City of Chesterfield Council	
Councilmember Barbara McGuinness	
Councilmember Mary Monachella	
Councilmember Ben Keathley	
Councilmember Mary Ann Mastorakos	
Councilmember Dan Hurt	
Councilmember Michael Moore	
Councilmember Tom DeCampi	
Councilmember Michelle Ohley	
Parks, Recreation & Arts Committee	
Councilmember Tom DeCampi	
Councilmember Barbara McGuinness	
Councilmember Mary Ann Mastorakos	
Councilmember Dan Hurt	
City of Chesterfield	
Michael Geisel, City Administrator	
Justin Wyse, Director of Public Works/City Engineer	
Matt Haug, Information Technology Director	
Gavin Johnson, GIS Administrator	
Chesterfield Parks, Recreation, and Arts	
Thomas McCarthy, Director of Parks, Recreation & Arts	
Steve Jarvis, Assistant Director of Parks, Recreation & Arts	
Kari Johnson, Superintendent of Recreation	
Jason Baucom, Superintendent of Arts & Entertainment	
Kevin Schuh, Superintendent of Sports & Wellness	
Ann-Marie Stagoski, Executive Administrative Assistant	

TABLE OF CONTENTS

TABLE OF CONTENTS.....	1
CHAPTER ONE - EXECUTIVE SUMMARY.....	3
1.1 BACKGROUND	3
1.2 PARKS, RECREATION AND ARTS MASTER PLAN GOALS	4
1.3 PLANNING PROCESS.....	5
1.4 VISION, MISSION, GUIDING PRINCIPLES.....	6
1.5 MASTER PLAN KEY RECOMMENDATIONS.....	7
1.6 CONCLUSION	9
CHAPTER TWO – MARKET ANALYSIS	10
2.1 INTRODUCTION	10
2.2 DEMOGRAPHIC ANALYSIS	10
2.3 CITY POPULACE.....	12
2.4 LOCAL SPORT AND LEISURE MARKET POTENTIAL.....	18
CHAPTER THREE – COMMUNITY ENGAGEMENT	21
3.1 PUBLIC ENGAGEMENT PROCESS.....	21
3.2 STAKEHOLDER INTERVIEW AND FOCUS GROUP SUMMARY.....	21
3.3 PUBLIC FORUM #1	23
3.4 PUBLIC FORUM #2	28
3.5 STATISTICALLY VALID SURVEY	29
CHAPTER FOUR – PARK AND FACILITY INVENTORY AND ASSESSMENT	38
4.1 EVALUATING THE CURRENT SYSTEM: INFRASTRUCTURE.....	38
4.2 METHODOLOGY	38
4.3 SYSTEM SUMMARY	39
4.4 LEVEL OF SERVICE AND EQUITY MAPPING.....	41
4.5 SERVICE AREA ANALYSIS/EQUITY MAPPING.....	43
4.6 EQUITY MAPPING “GAPS” AND CONCLUSIONS	43
CHAPTER FIVE – RECREATION PROGRAM ASSESSMENT.....	50
5.1 INTRODUCTION	50
5.2 CORE PROGRAM AREAS	51
5.3 AGE SEGMENT ANALYSIS	54
5.4 PROGRAM LIFECYCLE ANALYSIS	55
5.5 PROGRAM CLASSIFICATION.....	56
5.6 COST OF SERVICE & COST RECOVERY.....	58
5.7 SPONSORS / PARTNERS AND VOLUNTEERS	61
5.8 MARKETING PLATFORMS.....	63
5.9 CUSTOMER SERVICE AND FEEDBACK.....	67
5.10 CONCLUSION	67
CHAPTER SIX – ORGANIZATIONAL REVIEW	67
6.1 INTRODUCTION	69
6.2 WORKLOAD ANALYSIS	69
6.3 ORGANIZATIONAL STRUCTURE	73
6.4 CONCLUSIONS.....	75



CHAPTER SEVEN - FINANCIAL ANALYSIS AND FUNDING	78
7.1 INTRODUCTION	78
7.2 FINANCIAL ANALYSIS.....	78
7.3 CENTRAL PARK - AMPHITHEATER	83
7.4 FUNDING STRATEGIES.....	84
CHAPTER EIGHT - CAPITAL IMPROVEMENT PROJECTS (CIP)	85
8.1 INTRODUCTION	85
8.2 CAPITAL IMPROVEMENT PROJECTS.....	86
8.3 CAPITAL IMPROVEMENT PROJECTS FUNDING OPTIONS.....	92
8.4 EXTENDED CAPITAL IMPROVEMENT PROJECTS (CIP).....	94
CHAPTER NINE – ACTION PLAN.....	96
9.1 VISION	96
9.2 MISSION.....	96
9.3 GUIDING PRINCIPLES	96
9.4 BIG MOVES	96
9.5 THE ACTION PLAN	97
9.6 PARKLAND	98
9.7 FACILITIES.....	101
9.8 PROGRAMMING	105
9.9 OPERATIONS.....	110
9.10 FINANCE	117
CHAPTER TEN - APPENDIX.....	122

CHAPTER ONE - EXECUTIVE SUMMARY

1.1 Background

The City of Chesterfield Parks, Recreation and Arts Department underwent a comprehensive planning process from spring 2018 to summer 2019, with the goal of developing a document that would inform and guide decision-making relative to the department's oversight of parks, facilities, programming and events into the next decade and beyond. PROS Consulting was contracted to perform the study on the City's behalf. The process was multi-pronged, including detailed assessments of the parks and existing facilities, department programming and procedures, benchmarking comparisons with other communities, analysis of Chesterfield's demographics, consideration of national trends, and extensive community engagement to gather feedback directly from residents and community stakeholders relative to needs and opportunities for improvement.

The City of Chesterfield Parks, Recreation & Arts Department is Commission for Accreditation of Park and Recreation Agencies (CAPRA) accredited and very proud of this accomplishment. While conducting the Master Plan process for the City, the consultant recognized the reasons why the **National Recreation and Park Association (NRPA) concluded that the agency was definitely one of the best.** The system operates and achieves the desired outcomes so well, that some of the items recognized as actions needed might seem less than important.

Chesterfield Parks, Recreation & Arts Department continues to face a multitude of growing responsibilities ranging from providing a superior customer experience, preserving the City's assets, keeping up with changing industry regulatory requirements, helping the City solve issues, to attracting and retaining the best possible employees. At the same time, these challenges are managed with best practices and accountability driving results. CAPRA Accreditation standards are why major issues are not present keeping the Department efficient and effective in delivery of service. The Department is living these standards and that is not always visible to staff who are very close to the incremental improvements being made.

The **City has explored several opportunities to purchase new land for parks, recreation, and arts purposes.** Few opportunities exist to expand park acreage within Chesterfield's borders, especially to the extent necessary to facilitate equity across the Council Wards. The properties available for purchase in some neighborhoods are not as well-suited for parks, recreation and arts purposes. These are typically fewer than ten acres limiting the amenities and access to the site. The need to acquire land is still present and the City will continue to explore opportunities. However, high land costs in Chesterfield add to the challenge.

The City has been working diligently to preserve aging facilities within the system, repairing and replacing hardware and infrastructure as needed. The level of maintenance is one that the residents greatly appreciate. The **community satisfaction rating ranges from Riparian Trail (88% satisfaction) to Central Park (99% satisfaction).** The **Department demonstrates a best practices approach to parks, recreation, and arts management, as expected from the community, visitors and more importantly from the staff.** Chesterfield is an example for other parks and recreation departments in the state and region. Leadership staff serve on several boards and committees at the local and state levels. Several professionals within the industry reach out to Chesterfield when researching new opportunities, solutions to issues, and management with regular requests for their time and knowledge.



An Overview of the City's Parks, Recreation, and Arts Department Responsibilities

41 fulltime and 175 part-time	Chesterfield Amphitheater
541 Acres of parkland	Chesterfield Family Aquatic Center
28 acres of right-of-way and 7.53 miles of medians	Chesterfield Valley Athletic Complex
19 Ball diamonds	6 sand volleyball courts
11 Multi-use sports fields	4 playgrounds
16 Miles of trails	1 dog park
11 Park shelters and pavilions	Provides half of the snow removal for the City

1.2 Parks, Recreation and Arts Master Plan Goals

This Master Plan provides a system-wide approach to managing and operating the over 540 acres of parkland and more than 16 miles of publicly-accessible trails while taking into account the context provided in the previous section as a framework. This plan establishes recommendations for the City of Chesterfield to achieve the vision the community has for the park and recreation system as well as to achieve greater sustainability without sacrificing the value of park assets, amenities, and open space or reducing the level of experiences and services available to users. This Master Plan strives to strengthen the existing inventory of parkland, trails, signature facilities and amenities.

GOALS MATTER



1

Engage the community, leadership and stakeholders through innovative public input means to build a shared vision for parks, recreation programs, and facilities in the City of Chesterfield for the next ten or more years.

2

Utilize a wide variety of data sources and best practices to predict trends and patterns of use and how to address unmet needs for the City of Chesterfield.

3

Determine unique Level of Service Standards to develop appropriate actions regarding parks, recreation programs, and facilities that reflects the Department's strong commitment in providing high quality recreational activities for the community.

4

Shape financial and operational preparedness through innovative and "next" practices to achieve the strategic objectives and recommended actions.

5

Develop a dynamic and realistic strategic action plan that creates a road map to ensure long-term success and financial sustainability for the Department's parks, recreation programs, and facilities, as well as action steps to support the family-oriented community and businesses that call Chesterfield home.

1.3 Planning Process

The City of Chesterfield Parks, Recreation & Arts Master Plan followed an iterative process of data collection, public input, on-the-ground study, assessment of existing conditions, market research, and open dialogue with local leadership and key stakeholders, as illustrated by **Figure 1**:

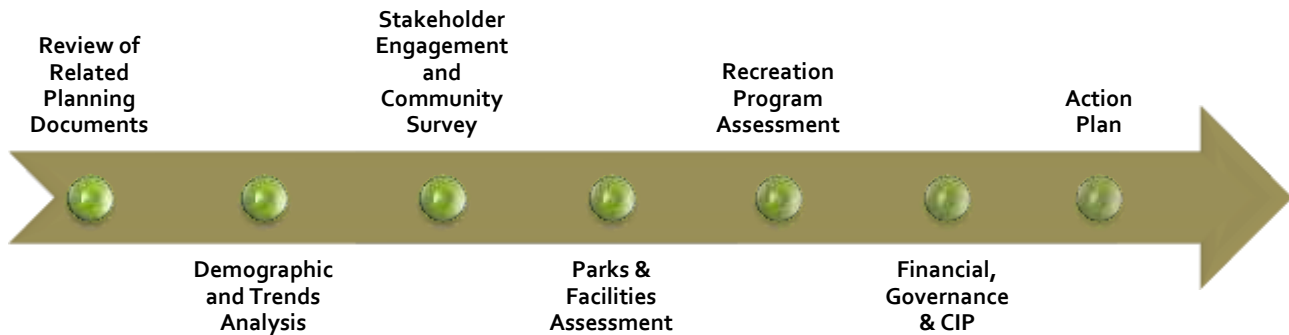


Figure 1: Master Planning Process

COMMUNITY ENGAGEMENT

The community was involved throughout the development of the Master Plan, and the planning process sought public input to identify their visions and expectations for the future of the City of Chesterfield parks system. Stakeholder interviews and focus group meetings were held early in the process and were followed by public forums. A statistically-valid community needs survey was distributed to a random sample of the City of Chesterfield residents, and an online survey was offered. The public input was used to help prioritize and identify the issues that need to be addressed in the plan and key recommendations that need to be implemented over the next five to ten years. The information gleaned from the community engagement process was combined with technical research to produce the final Master Plan.



71

Individuals participated in Key Leadership Focus Groups, Stakeholder Interviews and District Focus Groups



587

Residents participated in the Statistically-Valid Survey and Intercept Surveys



1.4 Vision, Mission, Guiding Principles

Vision

“The City of Chesterfield Parks, Recreation & Arts Department strives to be a leader in the progressive development, maintenance and operations of Parks, Recreation & Arts facilities.”

Mission

“The Department is committed to provide a balance of active and passive Parks, Recreation & Arts facilities that enhance and preserve the conservation of environmental and natural resources.”

Guiding Principles

These Guiding Principles are foundational for implementation of this Master Plan for the Department. These guiding principles were developed from the public input and key stakeholder interviews:



Figure 2: Guiding Principles

1.5 Master Plan Key Recommendations

The Key Recommendations are developed from the Market Analysis, Community Engagement, Park and Facility Inventory and Assessment, Recreation Program Assessment, Organizational Review, Financial Analysis and Funding Strategies, and Capital Improvement Projects (CIP). The responsiveness to changing conditions of the Department is above most agencies. As an example, the tactics that are in bold have already been implemented prior to the completion of the Master Plan. Each topic area presents a “vision” followed by corresponding strategies. All strategies have specific tactics associated with implementation and all recommendations in detail can be found in **Chapter 9**.

Parkland Vision: To maintain a diverse and connected network of parks and amenities increasing access while reflecting current trends and preserving the natural character of the City’s park system.	
Strategies	Tactics (sampling from Action Plan)
1.1 Proceed with Land Acquisition to equitably increase the distribution of parks and amenities within the City.	Land use management plan (developed/undeveloped), acquire additional land (LOS), develop additional connectivity trails, use equity maps & survey for development.
1.2 Develop existing parkland within the system to meet the needs of the community.	Determine best use from data, Railroad Park, environmental studies, Chesterfield Valley Athletic Complex 30 acres
1.3 Enhance parkland and amenities to better serve the residents and improve the experience when visiting parks.	Pedestrian access to parks, update maintenance management plan as system evolves, additional pavilions, upgrade infrastructure

Figure 3: Parkland Vision, Strategies and Tactics

Facilities Vision: Achieve the appropriate level of indoor and outdoor community recreation spaces that best serve the community’s needs.	
Strategies	Tactics (sampling from Action Plan)
2.1 Ensure the Chesterfield Family Aquatic Center continues to meet the needs of the community through operations and maintenance.	Aquatic Center – in-house operations , develop facility business plans, Aquatic staff training , Additional staff for in-house operations , develop lifecycle replacement for Aquatic Center
2.2 Continue to improve the Amphitheater operations and maintenance including the attraction of more national talent for the enjoyment of residents and visitors.	Develop facility business plan, develop 2 nd concession stand, technology infrastructure, additional premium seating, revenue generating expansion, update operations manual as it evolves
2.3 Continue to improve the Chesterfield Valley Athletic Complex operations and maintenance for the enjoyment of residents and visitors.	Develop facility business plan, explore alternatives to maintenance challenges, consider turf for increased play, premium parking during events (RV). Additional paving, volleyball shelter with storage
2.4 Develop senior center, indoor recreation and athletic spaces dedicated for parks, recreation and arts purposes.	Conduct feasibility study, Indoor turf – conditioning/play, walking track, strength & conditioning, hard surface for events/fundraisers, Senior programs, pool and fieldhouse combined location

Figure 4: Facilities Vision, Strategies and Tactics



Programming Vision: Continue to provide programs and events that meet the needs of the community while preparing new services as resources allow.	
Strategies	Tactics (sampling from Action Plan)
3.1 Continue to align new programming to meet the needs and interests of residents and visitors.	Use data sets for decision making, more walk/run events , partnerships for priorities, enhance facility use agreements, partner for indoor space – short-term
3.2 Implement consistent program management principles for all programs to ensure quality delivery and long-term sustainability.	Update recreation program plan, develop quality standards, document program development process, develop cost of service model for all program services, track and analyze data sets moving forward
3.3 Continue to develop a robust cultural arts and entertainment program to meet the needs of the community and visitors.	Continue building amphitheater brand/following , sponsorship/partnerships, cultural arts emphasis, sculpture competition, patriotic event, Arts Foundation in City, new programming

Figure 5: Programming Vision, Strategies and Tactics

Operations Vision: Develop and maintain parks, facilities, trails and amenities throughout the City in the most efficient and effective manner to meet the needs of the community and visitors.	
Strategies	Tactics (sampling from Action Plan)
4.1 Ensure quality management through updated standards, additional staff, and plans that provide direction to achieve the desired outcomes.	Update manuals, update standards, increase staffing, Athletic Superintendent , administration staff for tracking/closing, update org structure , training content calendar, update job descriptions
4.2 Conduct a space demand analysis for current conditions and anticipated growth to adequately provide for all aspects of operations.	Identify space constraints, project future needs as the system evolves, office/personnel space, storage, public use
4.3 Document all new and update all written processes to ensure efficient and effective operations by well-trained staff.	Train staff on policies/procedures/changes in evolution, update onboarding to include important information/staff, customer service focus, adjust recruiting approach to reach applicants
4.4 Maximize existing technology and research new technology that can help the efficiency and effectiveness of the Department.	In-house development vs: purchase software, work with IT to discuss evolution of system, fully use Kronos job codes, web-based work order/asset preservation, social media posting software
4.5 Ensure safe operation and cost efficiency of maintenance equipment, and full lifecycle enjoyment of recreational equipment.	Develop lifecycle for recreation equipment, refresher training on use of equipment, purchase vs. rental vs. lease of equipment

Figure 6: Operations Vision, Strategies and Tactics

Finance Vision: Incorporate financial management principles to all operations and all available funding sources to provide support to the park system growing commensurate with the City.	
Strategies	Tactics (sampling from Action Plan)
5.1 Develop a full cost of service assessment for the Department to determine unit costs in parks and cost recovery level goals in recreation programs and facilities.	Define cost of service, cost recovery goals, business plans, business development manager, performance measures , reconcile plans with changes, conduct an economic impact study
5.2 Develop additional funding mechanisms to support the department over the next 10 years.	Capital fees, external funding, user fees, grants, continue franchise & license funding , review fees & charges, park foundation, corporate sponsorship, continue advertising sales , continue to monitor legislation and its impact on the City parks and recreation operations to be responsive to changing conditions.
5.3 Continue cost containment measures to improve the cost recovery of each division and the Department.	Monitor fees & charges (COS), continue financial reviews , 5-year cashflow analysis, 5-year personnel plan, real-time dashboard integration,

Figure 3: Finance Vision, Strategies and Tactics

1.6 Conclusion

The Parks, Recreation, and Arts Master Plan provides the Department with the roadmap and tools it needs to continue enhancing the parks, facilities, programs, and events in support of the community in the coming decade and beyond. The department is grateful to the City and City Council for its leadership, vision and support of this process, and to the Parks, Recreation and Arts Committee for its guidance and ideas as the department and PROS Consulting worked through this process.

The Parks, Recreation, and Arts Department is more than ready to begin the implementation process in order to move Chesterfield's park system forward to working with the City, City Council, the Parks, Recreation and Arts Citizens Advisory Committee, and the community on major initiatives recommended by the plan in the coming months and years.





CHAPTER TWO - MARKET ANALYSIS

2.1 Introduction

Chesterfield Parks, Recreation & Arts Department (CPRAD) selected PROS Consulting to assist in completing a Parks, Recreation, and Arts Comprehensive Master Plan. The focus of this Plan is to assist in the overall guidance and future expansion, prioritize needs of the community and take an overall look at potential opportunities along with generating an all-encompassing strategic action plan for the Department and City to work with for the next ten years.

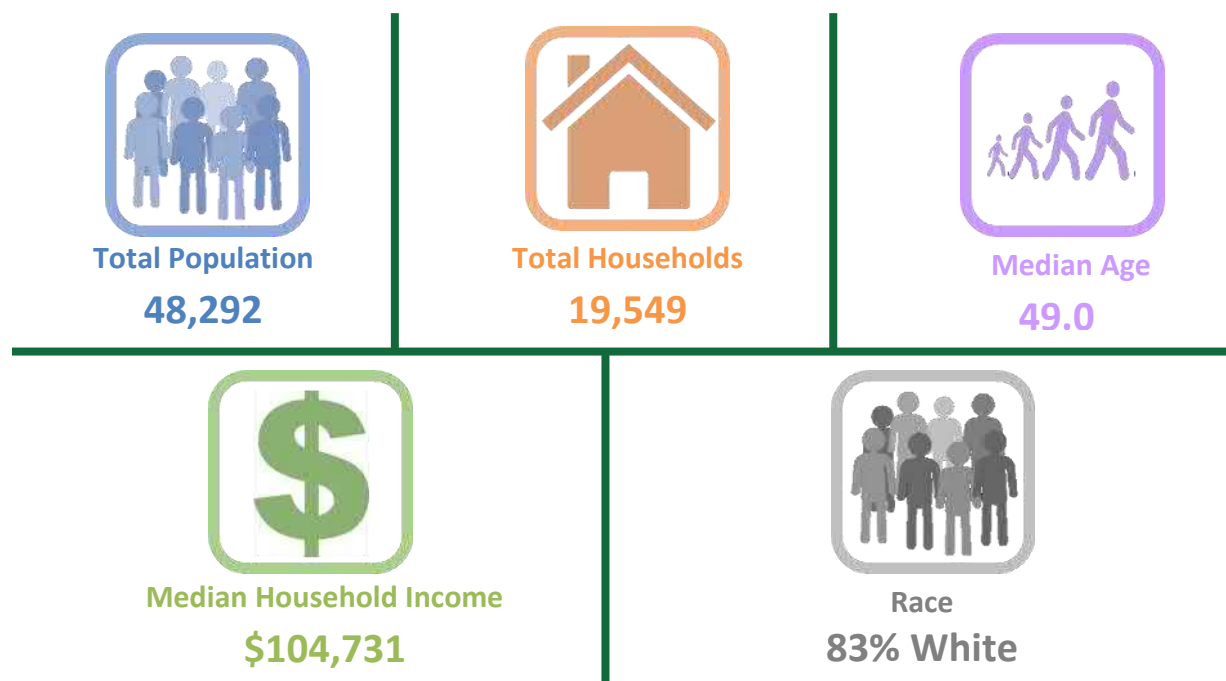


A key component of the Comprehensive Master Plan is a Demographics and Recreational Trends Analysis which helps provide a thorough understanding of the demographic makeup of residents within the City, as well as national, regional, and local recreational trends.

2.2 Demographic Analysis

The Demographic Analysis describes the population within Chesterfield, Missouri. This assessment is reflective of the City's total population and its key characteristics such as age segments, income levels, race, and ethnicity. It is important to note that future projections are based on historical patterns and unforeseen circumstances during or after the time of the analysis could have a significant bearing on the validity of the projected figures.

2.2.1 City Demographic Overview



2.2.2 Methodology

Demographic data used for the analysis was obtained from U.S. Census Bureau and from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends. All data was acquired in November 2017 and reflects actual numbers as reported in the 2010 Census as well as estimates for 2017 and 2022 as obtained by ESRI. Straight line linear regression was utilized for 2027 and 2032 projections. The City boundaries shown below were utilized for the demographic analysis. (See Figure 8)



Figure 4: City of Chesterfield Boundaries



2.3 City Populace

2.3.1 Population

The City's population experienced a minor growing trend in recent years, increasing 1.70% from 2010 to 2017 (0.24% per year). This is well below the national annual growth rate of 0.87% (from 2010-2017). Similar to the population, the total number of households also experienced a slight increase in recent years (1.69% since 2010).

Currently, the population is estimated at 48,292 individuals living within 19,549 households. Projecting ahead, the total population and total number of households are both expected to continue growing over the next 15 years at a comparable rate as years past. Based on 2032 predictions, the City is expected to have 49,947 residents living within 20,211 households. (See Figures 9 & 10)

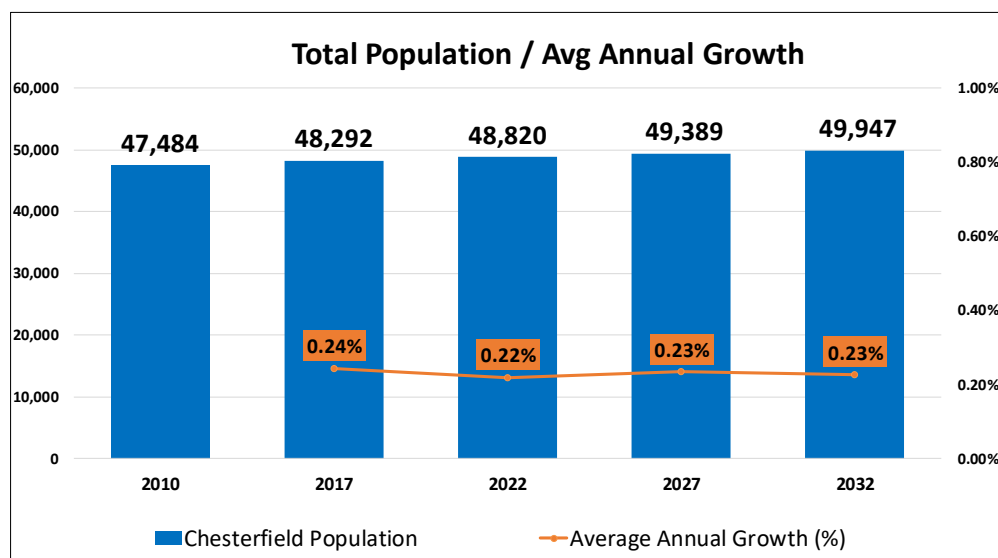


Figure 5: City's Total Population

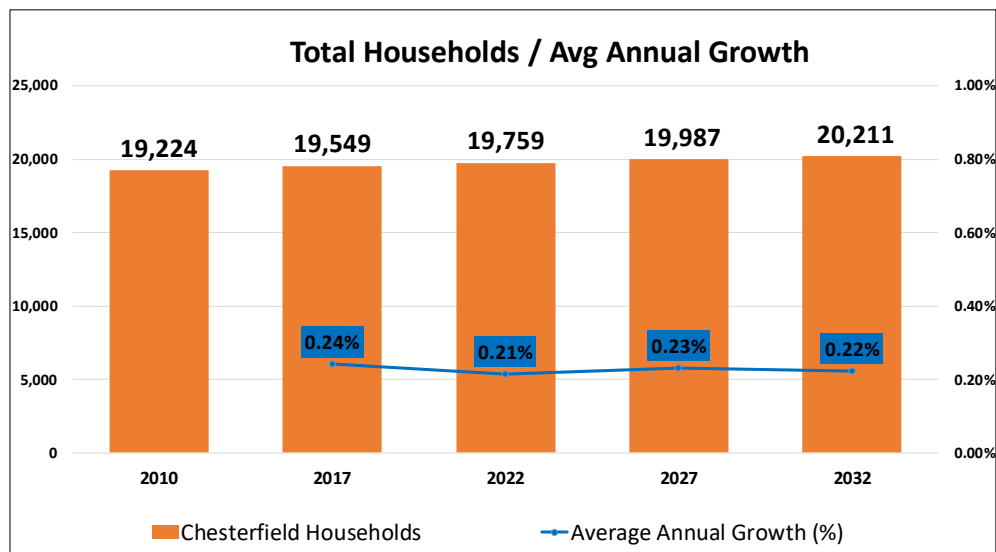


Figure 6: City's Total Number of Households

2.3.2 Age Segment

Evaluating the City by age segments, Chesterfield exhibits an aging population, with a median age of 49.0 years old which is well above the US median age of 38.2 years. Assessing the population as a whole, the City is projected to continue its current aging trend. Over the next 15 years, the 55+ population is expected to grow to represent 50% of the City's total population. This is largely due to the increased life expectancies and the remainder of the Baby Boomer generation shifting into the senior age groups. (See Figure 11).

Due to the continued growth of the older age segments, it is useful to further segment the "Senior" population beyond the traditional 55+ designation. Within the field of parks and recreation, there are two commonly used ways to partition this age segment. One is to simply segment by age: 55-64, 65-74, and 75+. However, as these age segments are engaged in programming, the variability of health and wellness can be a more relevant factor. For example, a 55-year-old may be struggling with rheumatoid arthritis and need different recreational opportunities than a healthy 65-year old who is running marathons once a year. Therefore, it may be more useful to divide this age segment into "Active," "Low-Impact," and/or "Social" Seniors.

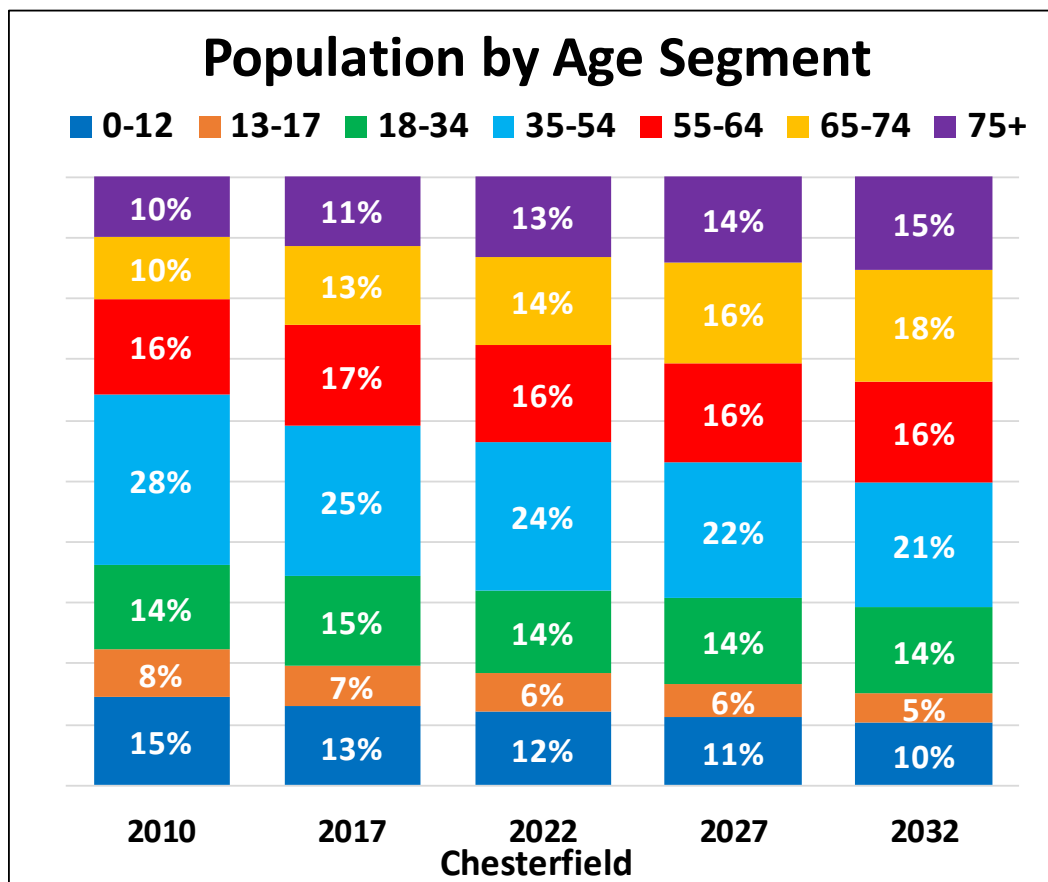


Figure 7: City's Population by Age Segments



2.3.3 Race

Analyzing race, the service area's current population is predominately White Alone. The 2017 estimate shows that 83% of the population falls into the White Alone category, while the Asian (11%) and Black Alone (3%) categories represent the largest minorities. The racial diversification of the City is less diverse than the national population, which is approximately 70% White Alone, 13% Black Alone, and 7% Some Other Race. The predictions for 2032 expect the City's population to continue diversifying, with the White Alone population projected to decrease (-7%) while all other race categories experience slight increases. (Figure 12)

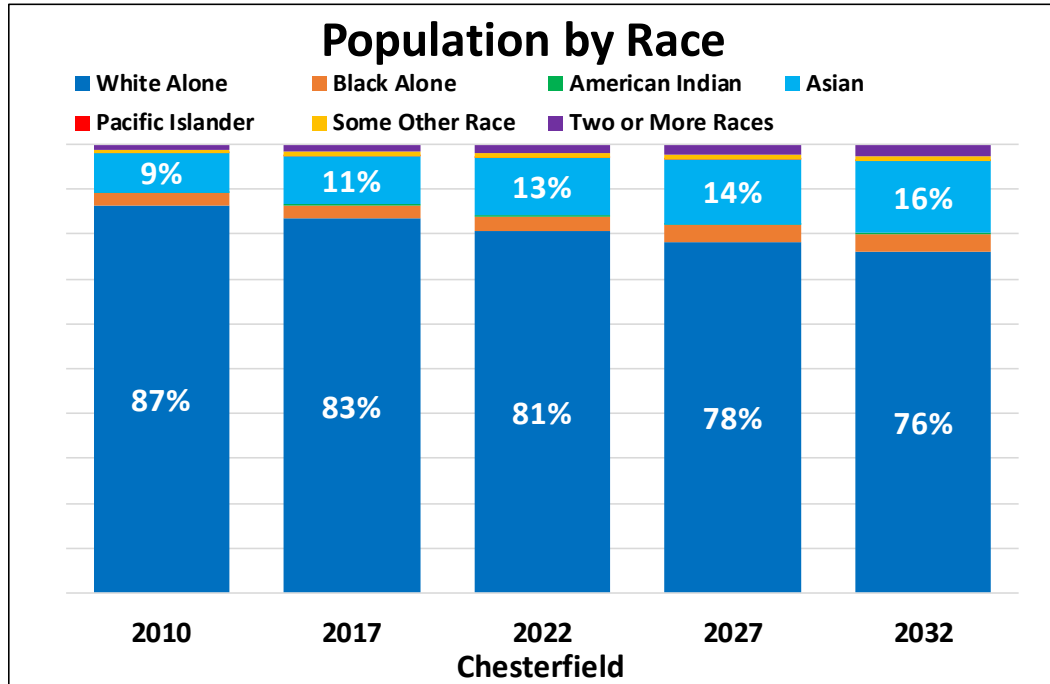


Figure 8: City's Population by Race

2.3.4 Ethnicity

The City's population was also assessed based on Hispanic/Latino ethnicity, which by the Census Bureau definition is viewed independently from race. It is important to note that individuals who are Hispanic / Latino in ethnicity can also identify with any of the racial categories from above. Based on the 2010 Census, those of Hispanic/Latino origin represent just above 3% of the service area's current population, which is significantly lower than the national average (18% Hispanic/Latino). The Hispanic/ Latino population is expected to grow slightly over the next 15 years, increasing to 5% of the City's total population by 2032. (Figure 13)

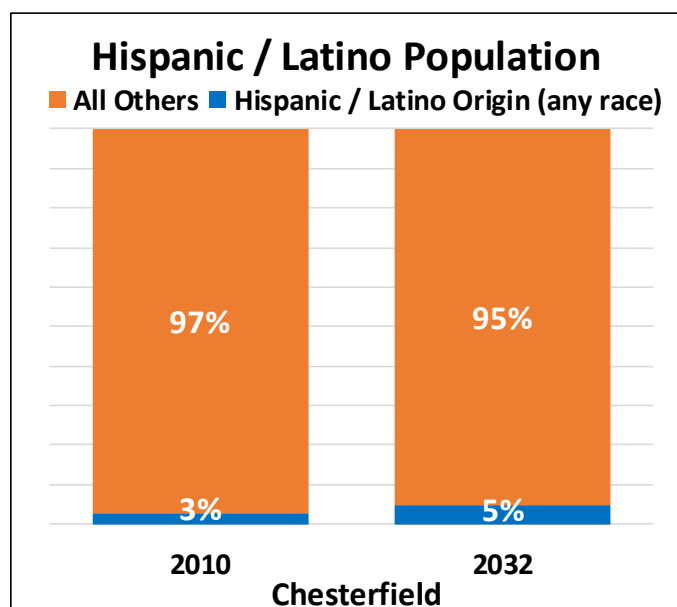


Figure 9: City's Population by Ethnicity

2.3.5 Household Income

The City's per capita income (\$60,957) and median household income (\$104,731) are both significantly higher than current state (\$28,143 & \$51,113) and national averages (\$30,820 & \$56,124). Additionally, as seen in **Figure 14**, both Chesterfield's per capita income and median household income are expected to continue growing over the next 15 years reaching \$76,950 & \$117,274 (respectively) by 2032.

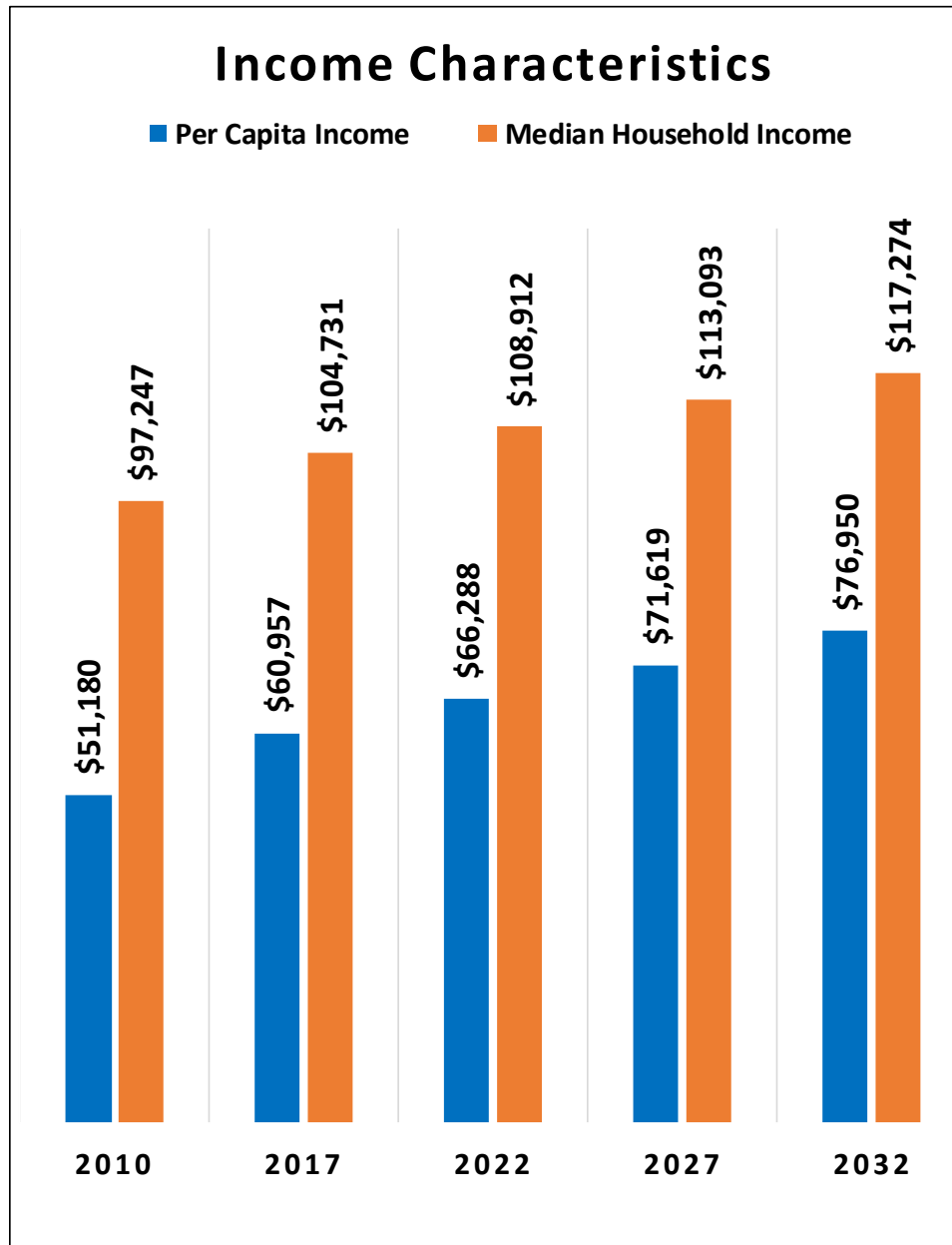


Figure 10: City's Income Characteristics



2.3.6 City Demographic Comparative Summary

The table below is a summary of City's demographic figures. These figures are then compared to the state and U.S. populations. This type of analysis allows Chesterfield to see how their population compares on a local and national scale. The highlighted cells represent key takeaways from the comparison between the City and the national population.

= Significantly higher than the National Average
 = Significantly lower than the National Average

2017 Demographic Comparison		Chesterfield	Missouri	U.S.A.
Population	Annual Growth Rate (2010-2017)	0.24%	0.48%	0.87%
	Projected Annual Growth Rate (2017-2032)	0.23%	0.46%	0.83%
Households	Annual Growth Rate (2010-2017)	0.24%	0.44%	0.79%
	Average Household Size	3.08	2.46	2.59
Age Segment Distribution	Ages 0-12	13%	16%	16%
	Ages 13-17	7%	6%	6%
	Ages 18-34	15%	23%	24%
	Ages 35-54	25%	25%	26%
	Ages 55-64	17%	13%	13%
	Ages 65-74	13%	10%	9%
	Ages 75+	11%	7%	6%
Race Distribution	White Alone	83.4%	81.5%	70.2%
	Black Alone	3.1%	11.7%	12.8%
	American Indian	0.2%	0.5%	1.0%
	Asian	10.8%	2.1%	5.6%
	Pacific Islander	0.0%	0.1%	0.2%
	Some other Race	0.8%	1.6%	6.8%
	Two or More Races	1.7%	2.5%	3.4%
Hispanic/Latino Population	Hispanic / Latino Origin (any race)	3.4%	4.3%	18.1%
	All Others	96.6%	95.7%	81.9%
Income Characteristics	Per Capita Income	\$60,957	\$28,143	\$30,820
	Median Household Income	\$104,731	\$51,113	\$56,124

Figure 11: City Demographic Comparative Summary Table

2.3.7 Key Demographic Findings

- The City's **population annual growth rate** (0.24%) is significantly below both Missouri's (0.48%) and the U.S.'s (0.87%) growth rates.
- Chesterfield's **average household size** (3.08) is larger than both state (2.46) and national (2.59) averages.
- When assessing **age segments**, the service area's 18-34 segment percentage is significantly lower than the state and national percentages. Conversely, Chesterfield's 75+ age segment percentage is significantly higher than Missouri's and the U.S. percentages.
- The City's **racial distribution** has greater White Alone and Asian populations and slightly smaller Black Alone and Some Other Race populations, when compared to national percentage distribution.
- Chesterfield's percentage of **Hispanic/Latino population** (3.4%) is significantly lower than the national average (18.1%).
- The service area's **per capita income** (\$60,957) and **median house income** (\$104,731) are both significantly higher when compared to Missouri (\$28,143 & \$51,113) and the U.S. income characteristics (\$30,820 & \$56,124).





2.4 Local Sport and Leisure Market Potential

2.4.1 Market Potential Index (MPI)

The following charts show sport and leisure market potential data for the City's service area, as provided by ESRI. A Market Potential Index (MPI) measures the probable demand for a product or service within the City. The MPI shows the likelihood that an adult resident of the target area will participate in certain activities when compared to the U.S. national average. The national average is 100; therefore, numbers below 100 would represent lower than average participation rates, and numbers above 100 would represent higher than average participation rates. The service area is compared to the national average in four (4) categories – general sports, fitness, outdoor activity, and commercial recreation.

Overall, the City demonstrates extremely high market potential index (MPI) numbers; this is particularly noticeable when analyzing the fitness market potential chart. All activities within this category have MPI scores well above the national average (100). A large majority of the remaining activities also have high MPI numbers, with only a handful of activities having MPI scores below that national average.

These overall high MPI scores show that Chesterfield residents are very active and have a rather strong participation presence when it comes to recreational activities. This becomes significant when the City considers starting up new programs or building new facilities, giving them a strong tool to estimate resident attendance and participation.

As seen in the charts below, the following sport and leisure trends are most prevalent for residents within the City. The activities are listed in descending order, from highest to lowest MPI score. High index numbers (100+) are significant because they demonstrate that there is a greater potential that residents within the service area will actively participate in offerings provided by Chesterfield Parks, Recreation & Arts Department.

GENERAL SPORTS MARKET POTENTIAL

When analyzing the general sports MPI chart, tennis (161 MPI), golf (144 MPI), and baseball (104 MPI) are the most popular sports amongst City residents when compared to the national average.

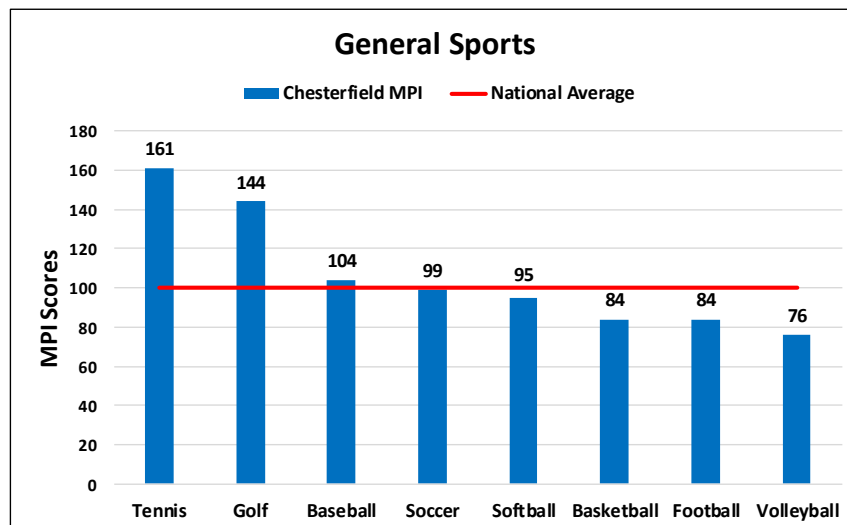


Figure 12: General Sports Participation Trends

FITNESS MARKET POTENTIAL

The fitness MPI chart shows yoga (146 MPI), Pilates (145 MPI), and aerobics (142 MPI) as the most popular activities amongst Chesterfield residents when compared to the national average.

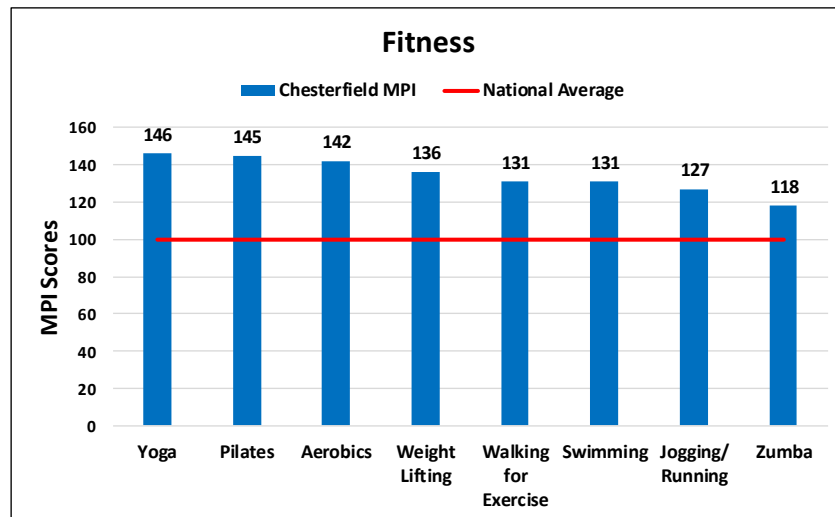


Figure 13: Fitness Participation Trends

OUTDOOR ACTIVITY MARKET POTENTIAL

When analyzing the outdoor activity MPI chart, hiking (150 MPI), canoeing/kayaking (143 MPI), and bicycling (138 MPI) are the most popular activities amongst City residents when compared to the national average.

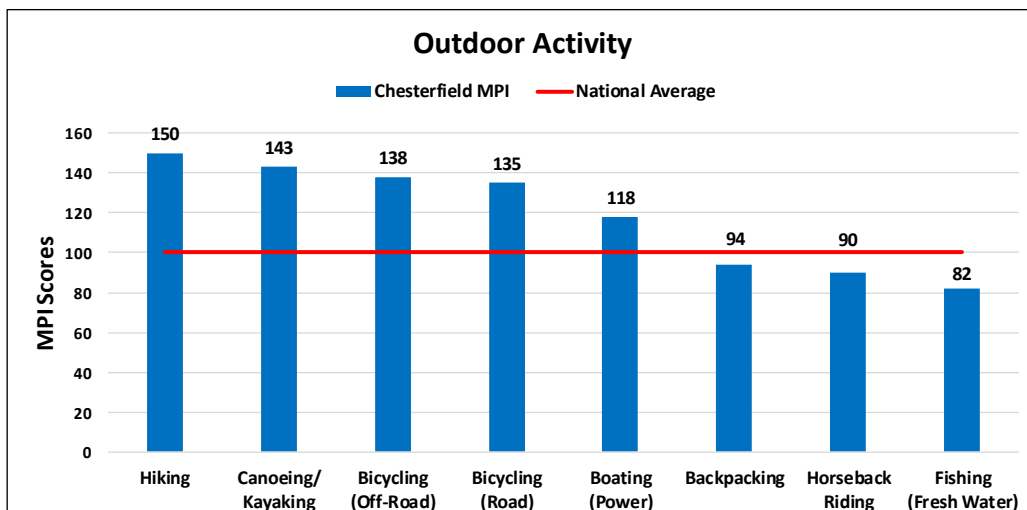


Figure 14: Outdoor Activity Participation Trends



COMMERCIAL RECREATION MARKET POTENTIAL

The commercial recreation MPI chart shows went to an art gallery (175 MPI), went to a museum (164 MPI), and attended a sports event (131 MPI) as the most popular activities amongst Chesterfield residents when compared to the national average.

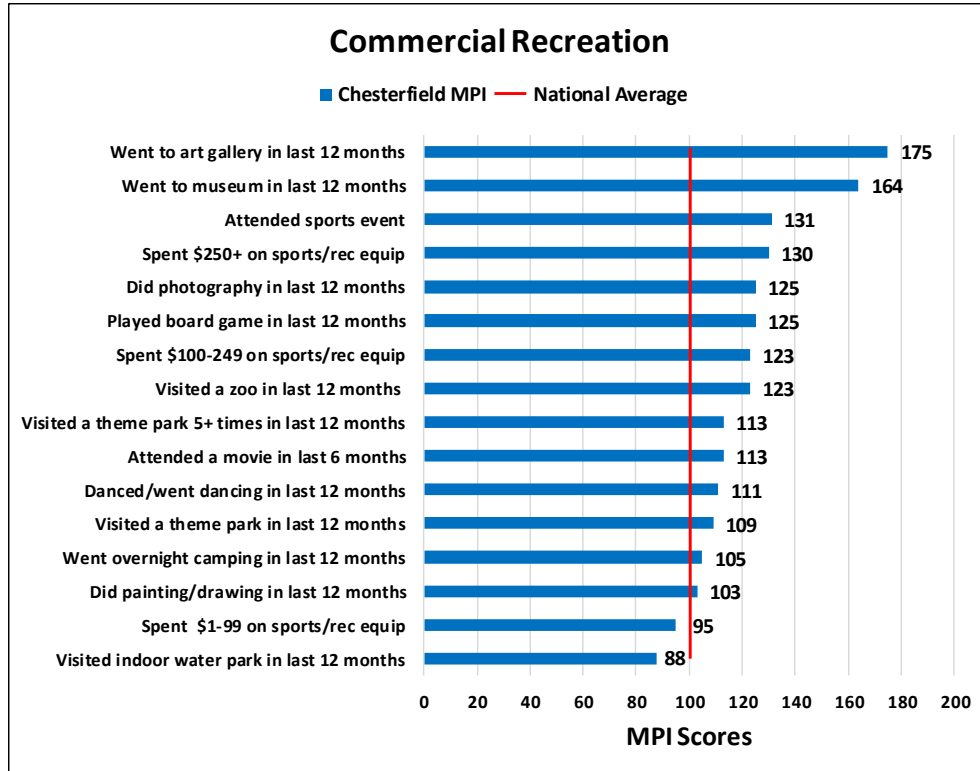


Figure 15: Commercial Recreation Participation Trends

CHAPTER THREE - COMMUNITY ENGAGEMENT

3.1 Public Engagement Process

In order to establish a better understanding of the current state of CPRAD and to help determine the needs and priorities for the future, the planning process incorporated a variety of input from the community. This included a series of key stakeholder interviews and focus group discussions, as well as two public forums, a statistically valid survey, and an online community survey. The following passages summarize and highlight the key findings from each stage of the rigorous community input process.

3.2 Stakeholder Interview and Focus Group Summary

The consultant team conducted on-site interviews that spanned multiple days and included approximately 70 individuals. These interviews included City leaders and elected officials, current and potential partners, event sponsors, local businesses, the Parks, Recreation, Arts Citizens Advisory Committee, the Citizens for the Environment Advisory Committee, the school district, similar program providers and partners, health care organizations, and representatives from various departments within the City.

Based on feedback from these stakeholder interviews and focus groups, the following key themes regarding CPRAD emerged.

- **The community desires an expanded trail system that is fully connected and provides accessibility to all parks.** The existing trails are well-used by residents of Chesterfield, but much of the trail system is fragmented and lacks connectivity to park locations and other trails. Interviewees stressed the importance of completing the Riparian and Monarch Levee trails and continuing to develop the system to connect with major arteries and surrounding systems, link park sites throughout the City, and make non-motorized transportation feasible anywhere in the City.
- **CVAC is a gem of the system and a key driver for youth athletics and sports tourism; however, the facility cannot meet the current demand and is overutilized.** Many suggest a need to expand the footprint of the CVAC to include more athletic fields and entice more sports tourism to the City. If expanded upon, the site would be more marketable if the variety of field types (e.g. artificial turf) increased and CPRAD implemented a better, all-inclusive system for managing field reservations, tracking routine maintenance, and communicating field availability and cancellations with users.
- **Central Park is the signature park of the system and will continue to be a focal point in the community for many years to come.** By far the most recognized park among those interviewed is Central Park, as the consensus agrees this location supports most of the park users in the City and provides a great variety of experiences. Interviewees identified a prime opportunity to further enhance the park by incorporating more water activities on the lake, such as kayak / paddleboat rentals and instructional programs. Parking is also a challenge at Central Park, especially when large events and concerts take place at the amphitheater.
- **The Amphitheater is a fantastic venue that provides a strong draw for entertainment to the city and greatly enhances revenue generating capabilities of the system.** This venue has been continuously improving the quality of events / performances being hosted and participation is steadily increasing at the same time. This rise is great for the City, both for residents and visitors, and is helping the department increase revenues. However, some suggested there are too many free events for non-residents, which is not providing an exclusive benefit for actual residents of the City.



- **CPRAD must lead as stewards of greenspace and acquire / preserve future parkland in light of the City being landlocked and the rapid rise of development.** As development progresses in the City, there must be a focus on developing mechanisms for parkland dedication from developers, or fees in lieu, to continue to preserve greenspace for future consumption. There is also a great need for more park sites in the City as available land is becoming scarcer, especially in areas without an existing CPRAD park such as Ward 3.
- **The community has a great need for indoor recreational space, such as a recreation center, field house, or sports dome.** Based on conversations in focus group interviews, the community greatly desires indoor space with a multi-generational appeal. The YMCA is the primary provider of indoor recreation space, but there is enough demand that would allow an indoor development from the City. Keys to success for an indoor space would include affordable memberships, athletic courts and/or turf as a focal point, fitness and wellness opportunities, and program offerings for all ages. Many suggest that an indoor sports facility would complement the existing CVAC facility and make it more of a year-round attraction.
- **Decreasing tax revenues are challenging the financial sustainability of the system, and the Department should seek alternative funding sources and additional partnership opportunities.** Some participants expressed frustration with the system in place that requires the City to share a portion of sales tax from local business to other surrounding municipalities along with the fact that said funds are dissipating due to the rise of e-commerce. This impacts Chesterfield's capabilities to maintain and sustain the parks system, which will continue to compound if more alternative funding sources and increased revenues cannot be realized moving forward.
- **Chesterfield has a reputation as a safe place to live, work, and play, and interviewees want to ensure adequate safety / security measures are intact throughout the parks system.** Those interviewed specifically pointed to recent criminal activity at the CVAC, in the form of vehicle break-ins, that have caused some users concerns. Suggestions for increasing the safety and security of the entire parks system include introduction of security cameras, adequate parking options with sufficient lighting, improving sightlines within parks, and working with the police department to increase its presence in the parks.
- **The Department could use better marketing and communication to tell our story and increase awareness, as well as improving social media presence and the user-friendliness of the website and app.** Many of those interviewed appreciate the addition of the mobile app for CPRAD; however, for it to be successfully adopted by users, the app should continue to be improved and decrease its dependence on redirection to the departmental website. Others mentioned the app should also help better promote the public art available in the parks as part of CPRAD's brand identity, such as a self-guided interpretive tour feature or park maps with GIS capabilities. As a positive realization from the interview process, many also expressed they appreciate the opportunity for providing feedback and would like more community engagement in the future.
- **There is a lack of signage throughout the system for identification and interpretation within parks, as well as wayfinding to park sites.** There seems to be a lack of consistency in signage for park sites and no clear signage standards in place. In some instances, such as River's Edge Park, locations are not very visible to the general public and requires the user to discover experiences on their own. There should be signage along major roadways to help in wayfinding and location of existing parks, as well as signage in and around parks that help users get the most out of what the system has to offer. As mentioned before, CPRAD is blessed with many public art and interpretive elements that could use effective signage to draw more attention.

- **Specific program, facility, and amenity needs most frequently identified by interviewees included:**
 - Walking and biking trails, shared roadways, and connectivity
 - Adequate parking
 - Senior programs – performing and visual arts, fitness, etc.
 - More ball fields at CVAC and artificial turf
 - Environmental education
 - Skatepark, BMX pump track, and/or other adventure recreation to serve teens / youth
 - Indoor recreation space – recreation center, fieldhouse, etc.
 - Determine fate of the mall property
 - More parks (e.g. Ward 3)
 - Ice rink
 - More community gardens
 - Water activities in Central Park / riverfront development
 - Municipal golf course
 - ADA playground / Miracle Field
 - Bike Share
 - Swim programs

3.3 Public Forum #1

In tandem with the stakeholder and focus group interviews, the project team also hosted a public forum designed to further engage residents of the community. The public forum was an open call to the public for a status update of the project and to share initial findings from the work completed thus far, as well as an opportunity for residents to offer feedback on the parks system through live polling devices. Approximately 50 participants, representing a variety of interests, were present at the public forum. While 50 participants is a good turnout, the majority of those present were older adults in the community whose children have moved out of the house.

Live Polling

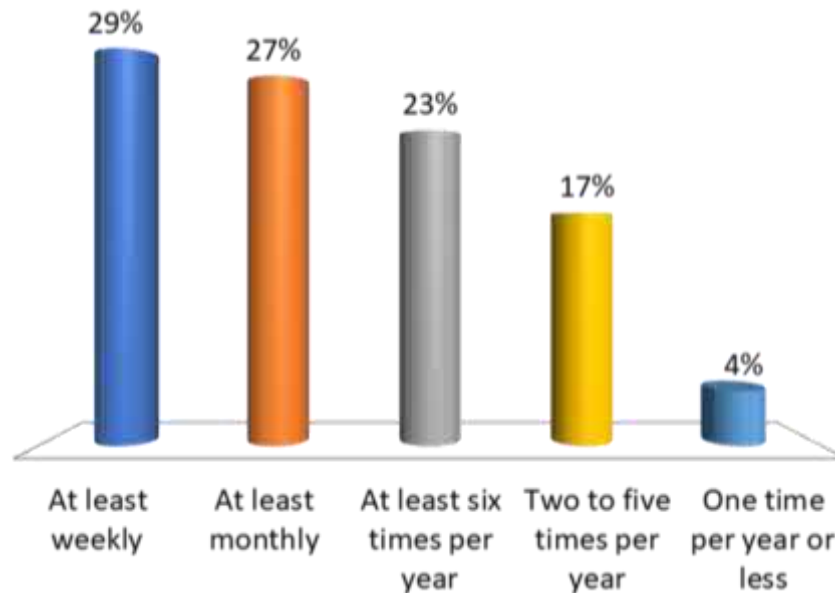
One key approach for soliciting feedback from attendees of the public forum was through live polling of the audience. Following the initial findings presentation, each attendee used a polling device (i.e. ‘clicker’) to answer a series of questions related to usage and satisfaction levels of parks, trails, facilities, and programs. The following charts share the survey results from the live polling portion of the public forum meeting.





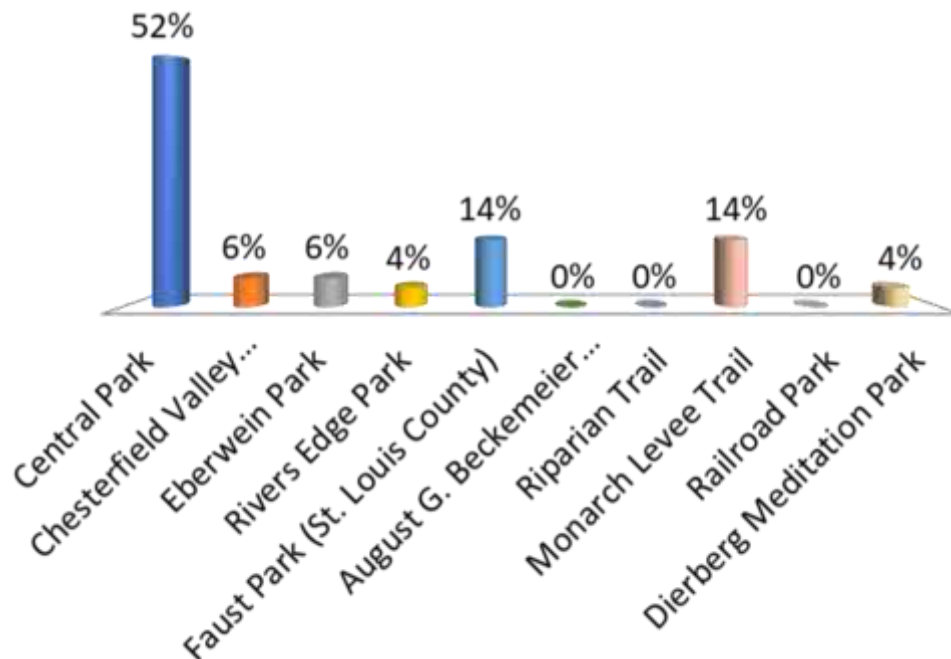
HOW OFTEN DO YOU USE THE CITY OF CHESTERFIELD PARKS?

More than half (56%) of survey respondents visit a Chesterfield park site at least once a month, while only 21% visit five times per year or less.



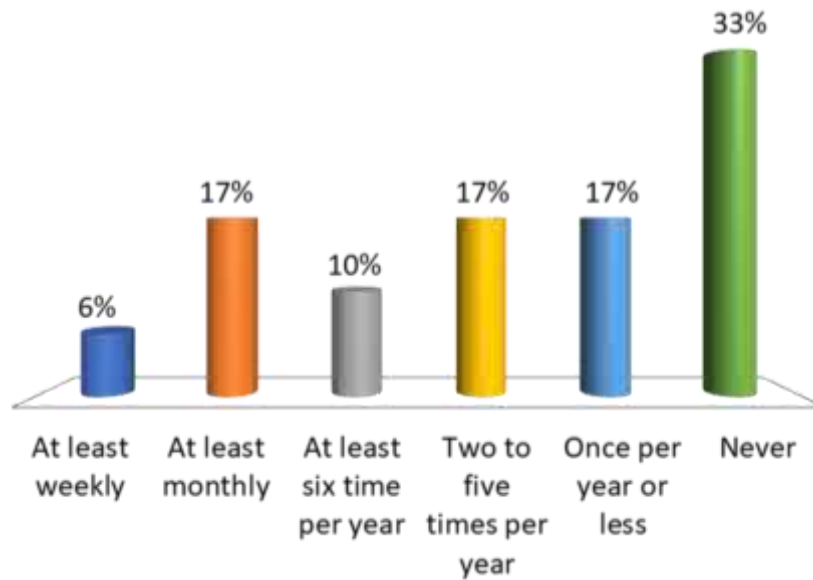
WHAT PARK(S) DO YOU USE MOST OFTEN?

Survey respondents indicated the most frequently visited park site is Central Park (52%), followed by Faust Park (14%) and the Monarch Levee Trail (14%). It should be noted that the low response rate for usage of the Chesterfield Valley Athletic Center (6%), which is well-known for its high participation levels, is partially attributed to the lack of representation of households with children at the public meeting and the facility being heavily youth-oriented.

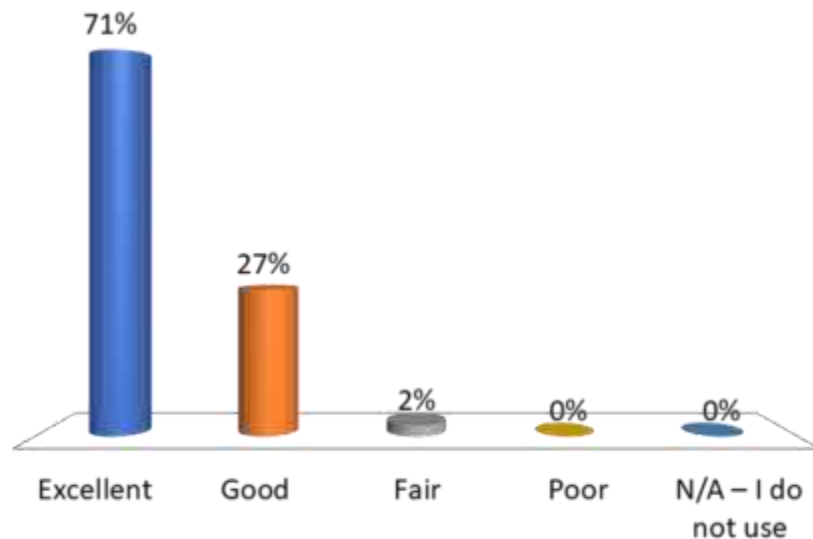


HOW OFTEN DO YOU USE THE MONARCH LEVEE AND/OR RIPARIAN TRAILS?

One-third (33%) of respondents have never used the Monarch Levee or Riparian Trails. Approximately one-quarter of respondents (23%) are avid users and on the trails at least once a month.

**HOW WOULD YOU RATE THE OVERALL QUALITY OF CHESTERFIELD'S PARKS AND FACILITIES?**

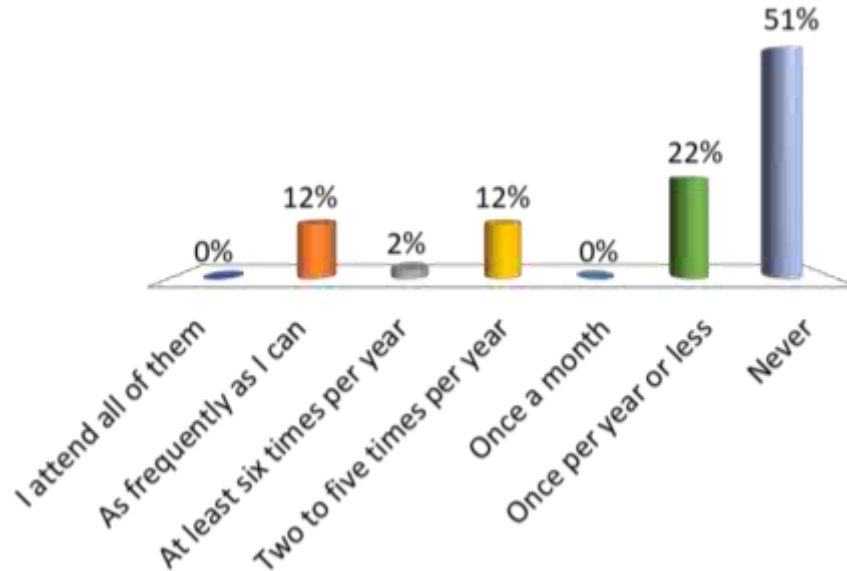
Survey respondents suggest a high satisfaction level with Chesterfield's parks and facilities, with 98% rating them as 'Excellent' (71%) or 'Good' (27%). Only 2% rate Chesterfield sites as 'Fair', and no individuals rated parks and facilities as 'Poor'.





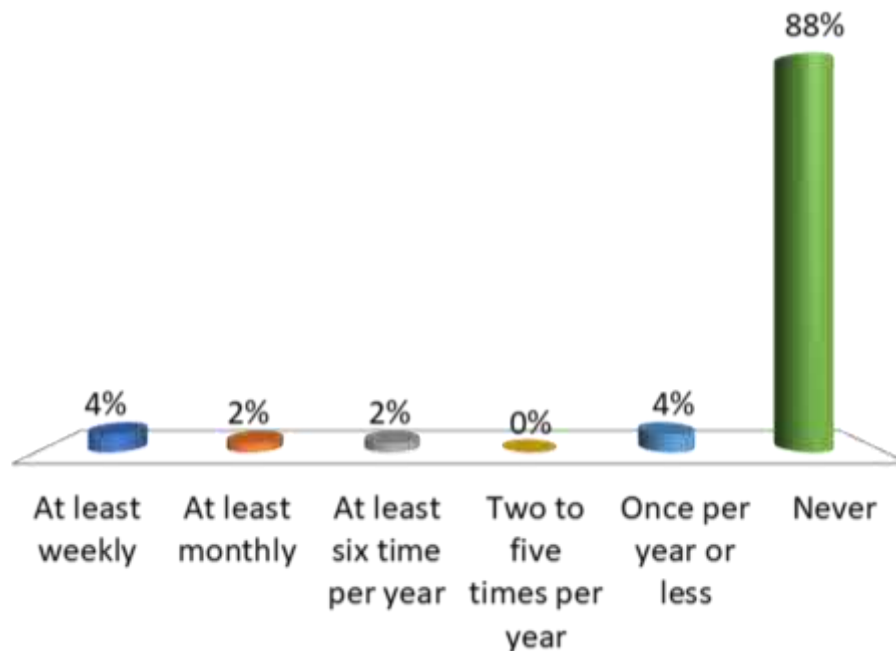
HOW OFTEN DO YOU PARTICIPATE IN ANY CITY OF CHESTERFIELD RECREATION PROGRAM?

The majority (51%) of the audience polled have Never participated in any recreation program offered through the City of Chesterfield, while another 22% only participate Once per Year or Less. Approximately one out of ten respondents stated they participate in the City's recreation programs As Frequently as I Can (12%).



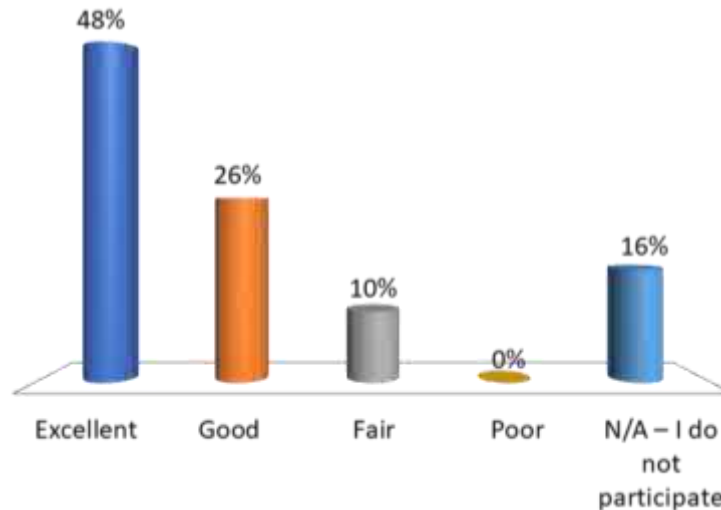
HOW OFTEN DOES YOUR HOUSEHOLD PARTICIPATE IN PROGRAMS AT THE CVAC?

Only 8% of survey respondent households utilize programs at the CVAC more than once per year, including 4% who use the facility weekly. A substantial 88% of respondents claim their household has Never used the CVAC. As mentioned previously, although the CVAC has a reputation for very high utilization rates, households with children (i.e. CVAC's target market) were underrepresented among public forum attendees which helps explain the low response rate for participating at the facility.



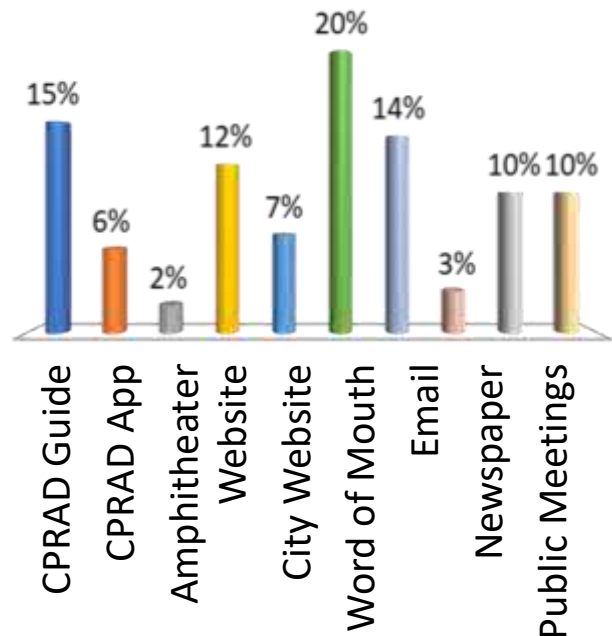
HOW WOULD YOU RATE THE OVERALL QUALITY OF CHESTERFIELD PROGRAMS AND EVENTS?

Overall, those surveyed are satisfied with Chesterfield programs and events, as three-fourths of those surveyed rate programs as Excellent (48%) or Good (26%). Ten percent (10%) of respondents rated programs and events offered through the City as Fair and another 16% of respondents claimed they don't participate in Chesterfield offerings. None of the survey participants rated Chesterfield programs and activities as Poor.



WHAT ARE YOUR PREFERRED WAYS TO LEARN ABOUT PROGRAMS AND EVENTS?

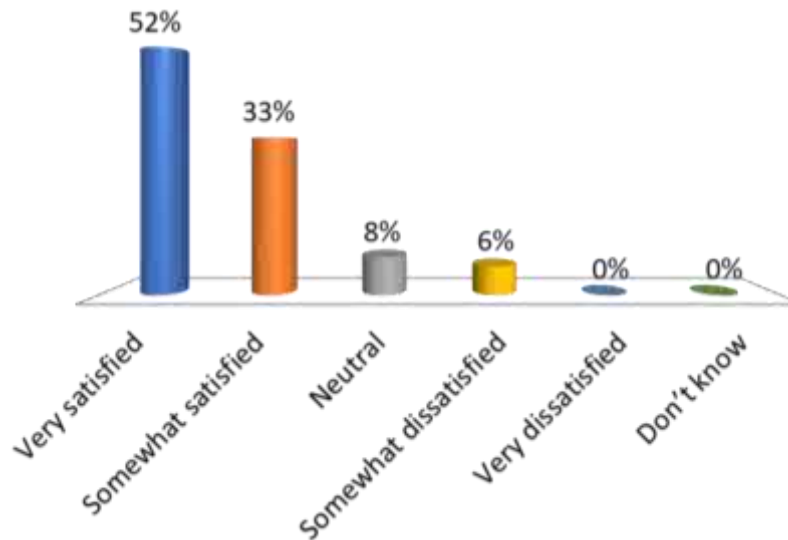
The most preferred ways for survey respondents to learn about Chesterfield programs and events is via Email (20%), followed by the CPRAD Guide (15%) and Newspaper (14%), and the City Website (12%). Mediums that were least preferred by survey respondents are the Amphitheater Website (2%), Public Meetings (3%), and the CPRAD App (6%).





PLEASE RATE YOUR SATISFACTION WITH THE OVERALL VALUE RECEIVED FROM CPRAD?

The vast majority of survey respondents are pleased with the value received from CPRAD, as 85% are either Very Satisfied (52%) or Somewhat Satisfied (33%). Only 6% of respondents were Somewhat Dissatisfied and no one selected Very Dissatisfied.



3.4 Public Forum #2

The Second Public Forum was held on Tuesday November 27, 2018. The audience was made up of the City Mayor and Council, members of the Department Advisory Board, Environmental Committee, and residents totaling 47 people. The purpose of the Public Forum was to present the findings from the planning team's work up to this point. The presentation consisted of the following:

- Review of The Process
- Agency Profile
- Community Engagement Summary
- Assessment of Parks, Trails and Open Space
- Program Analysis
- Community Survey
- Demographics and Trends
- Park Classifications and Level of Service

Following the presentation, and open discussion on the findings to confirm the existing conditions and answer any questions that the audience might have. There was only one question regarding the findings on the responses to the survey regarding indoor recreational program spaces. There was a question and answer about how the indoor recreational spaces entered into the findings. This topic was brought forward from several attendees to the focus groups and key leadership interviews. This unmet public need was identified by respondents as part of the statistically valid survey to determine how random households would respond.

Following the question on indoor recreational spaces, there was discussion on the two similar providers in indoor recreational spaces. Currently the YMCA and the Jewish Community Center (JCC) exist providing recreational activities in their indoor dedicated spaces. There was open discussion on the need for additional indoor space, the impact on existing providers with the addition of more indoor space, and funding the capital improvements under the current funding mechanisms and the need for additional funds to ensure other priorities are still addressed. It was added that the Department was capable of achieving success for the community and City due to the expertise and dedication of existing staff. Several signature facilities and their overall success were provided as examples of previous successes that have enabled the community to come together in City provided public spaces and experience what makes living in Chesterfield preferred over any other city in Missouri.

3.5 Statistically Valid Survey

3.5.1 Overview

ETC Institute administered a needs assessment survey for the Chesterfield Parks, Recreation & Arts Department during the fall of 2018. The survey was conducted to establish priorities for the future improvement of the City's Parks, Recreation & Arts Department. The survey and its results will guide the City in making improvements to existing and future facilities, parks, programs, and services within the community. Data collected from the survey will aid in directing the future of the parks system, enriching the lives of its residents, and enhancing the community. Charts for each question of the survey can be found in the final report appendix.

3.5.2 Methodology

ETC Institute mailed a survey packet to a random sample of households in Chesterfield. Each survey packet contained a cover letter, a copy of the survey, and a postage-paid return envelope. Residents who received the survey were given the option of returning the survey by mail or completing it online at www.ChesterfieldSurvey.org.

Ten days after the surveys were mailed, ETC Institute sent emails and placed phone calls to the households that received the survey to encourage participation. The emails contained a link to the online version of the survey to make it easy for residents to complete the survey. To prevent people who were not residents of Chesterfield from participating, everyone who completed the survey online was required to enter their home address prior to submitting the survey. ETC Institute then matched the addresses that were entered online with the addresses that were originally selected for the random sample. If the address from a survey completed online did not match one of the addresses selected for the sample, the online survey was not counted.



Figure 16: City of Chesterfield Boundaries



The goal was to obtain completed surveys from at least 350 residents. The goal was exceeded with a total of 368 residents completing the survey. The overall results for the sample of 368 households have a precision of at least +/-5.09% at the 95% level of confidence.

3.5.3 Satisfaction with Parks and Recreation Services

The highest levels of satisfaction with various parks and recreation services, based on the combined percentages of “very satisfied” and “somewhat satisfied” responses among residents *who had an opinion*, were: maintenance of Chesterfield parks (93%), Chesterfield amphitheater performances (81%), number of Chesterfield parks (80%), and the quality of outdoor athletic fields (79%). The parks and recreation services that respondent households feel should receive the most attention over the next two years were: number of walking/biking trails (34%), maintenance of Chesterfield parks (21%), and number of Chesterfield parks (15%).

Overall, respondent households are highly satisfied with the overall value they receive from the Chesterfield Parks, Recreation, and Arts Department; forty-nine percent (49%) responded with they were “very satisfied” and 24% responded with they were “somewhat satisfied”.

3.5.4 Use and Condition of City Parks/Facilities

Use. The two parks/facilities used most by respondent households, in the past 12 months, were the Chesterfield Amphitheater (62%) and Central Park (62%). The three parks/facilities that respondent households indicated they had used the most in the past 12 months were: Central Park (51%), Chesterfield Amphitheater (44%), and Monarch Levee Trail (34%).

Condition. Of the respondents that had visited Chesterfield parks/facilities, the highest levels of satisfaction with the parks/facilities, based on the combined percentages of “excellent” and “good” responses among residents *who had an opinion*, were: Central Park (99%), Chesterfield Amphitheater (98%), and Veterans Honor Park (98%).

3.5.5 Program Participation and Ratings

Participation. The top two recreation programs that respondent households indicated they have participated in during the past 12 months were: summer concert series (54%) and the Fourth of July fireworks celebration (50%). Of the respondents that had participated in programs or activities during the past 12 months, the frequency in which they had participated were, twenty-one percent (21%) had participated in at least 1 program/activity, 38% had participated in between 2 to 3 programs/activities, 21% had participated in between 4 to 6 programs/activities, 5% had participated in between 7 to 10 programs/activities, and 3% had participated in 11 or more programs/activities during the past 12 months.

Rating. Of the percentage of households that had participated in programs/activities during the past 12 months, fifty-five percent (55%) of respondent households rated the quality of recreation programs/activities as “excellent” and 31% rated them as “good”. The highest rated reasons households participated in Chesterfield Parks, Recreation, and Arts programs/activities were because the location of program facility (68%) and the quality of program facility (46%).

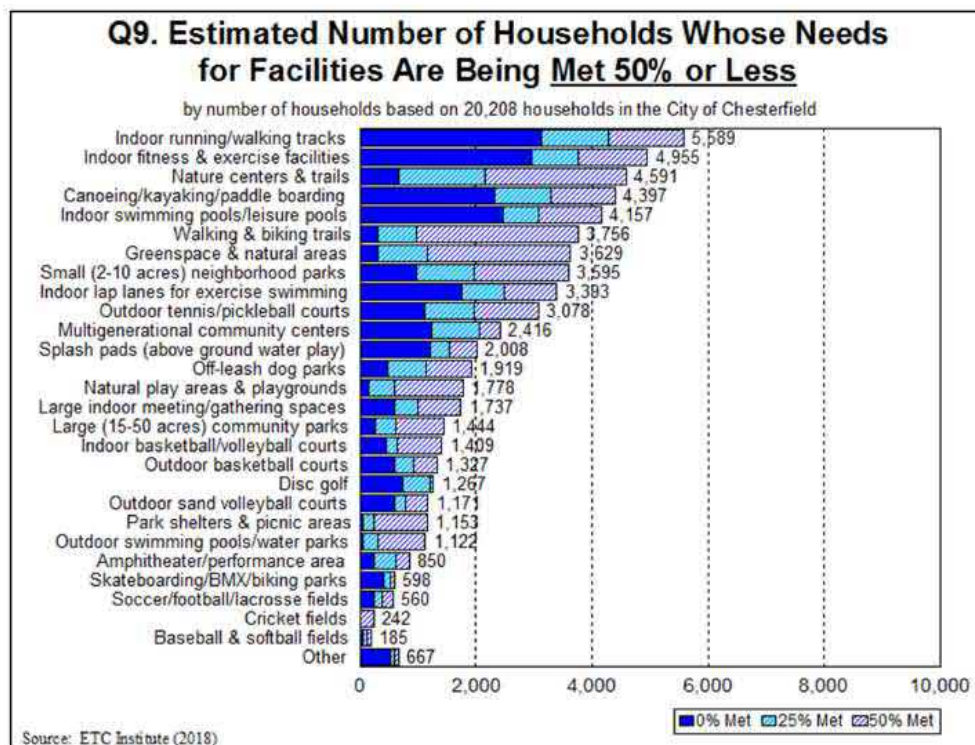
3.5.6 Organizations Used for Indoor and Outdoor Recreation

Respondents were asked from a list of 15 various organizations they or members of their household use for their indoor and outdoor recreation activity needs. The organizations that were selected as being used most frequently were: St. Louis County Parks and Rec (42%), churches (31%), Missouri Dept. of Natural Resources – Katy Trail (28%), and private fitness clubs (27%).

3.5.7 Facility Needs and Priorities

Facility Needs: Respondents were asked to identify if their household had a need for any of the 27 recreation facilities and amenities listed and rate how well their needs for each were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had the greatest “unmet” need for various facilities.

The top four recreation facilities with the highest percentage of households that indicated a need for the facility were: walking & biking trails (79%), nature centers and trails (57%), greenspace and natural areas (52%), and amphitheater/performance area (52%). ETC Institute estimates a total of 15,985 households out of the 20,208 households in Chesterfield have a need for walking and biking trails. ETC Institute also estimates a total of 5,589 households of the 20,208 households in Chesterfield have unmet needs for indoor running/walking tracks, an estimated total of 4,955 households of the 20,208 households in Chesterfield have unmet needs for indoor fitness and exercise facilities, and an estimated total of 4,591 households of the 20,208 households in Chesterfield have unmet needs for nature centers and trails. The estimated number of households that have unmet needs for each of the 27 facilities that were assessed is shown in the table below.

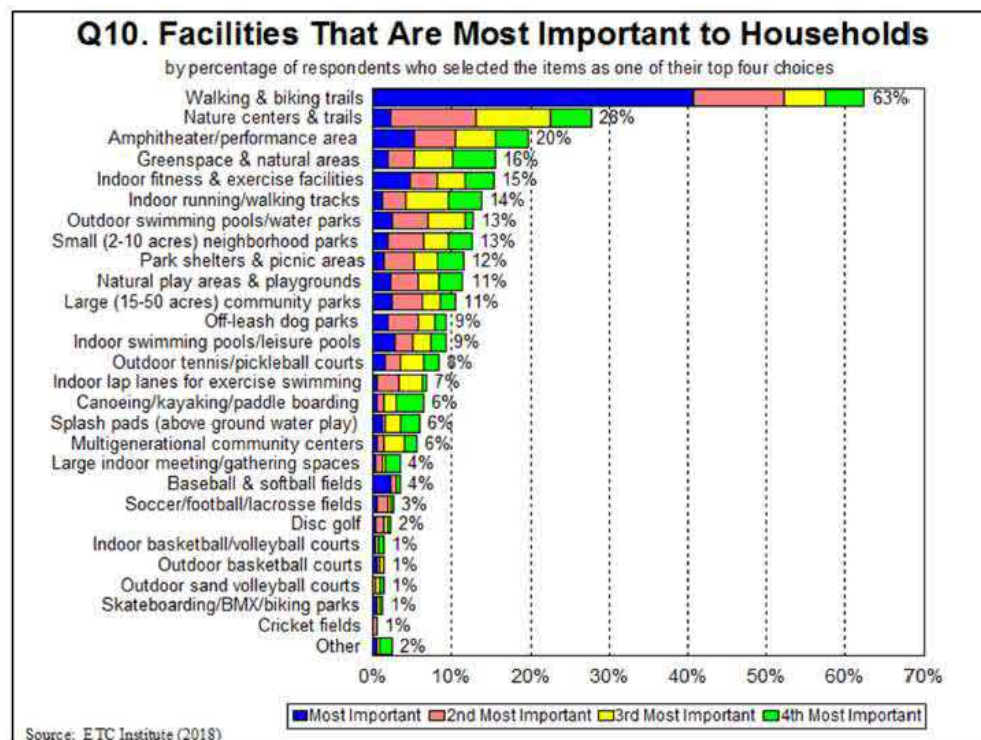




Facility Importance: In addition to assessing the needs for each facility, ETC Institute also assessed the importance that residents placed on each facility. Based on the sum of respondents' top four choices, the four most important facilities to residents were:

- Walking and biking trails (63%),
- Nature centers and trails (28%),
- Amphitheater/performance area (20%), and
- Greenspace and natural areas (16%).

The percentage of residents who selected each facility as one of their top four choices is shown in the chart below.

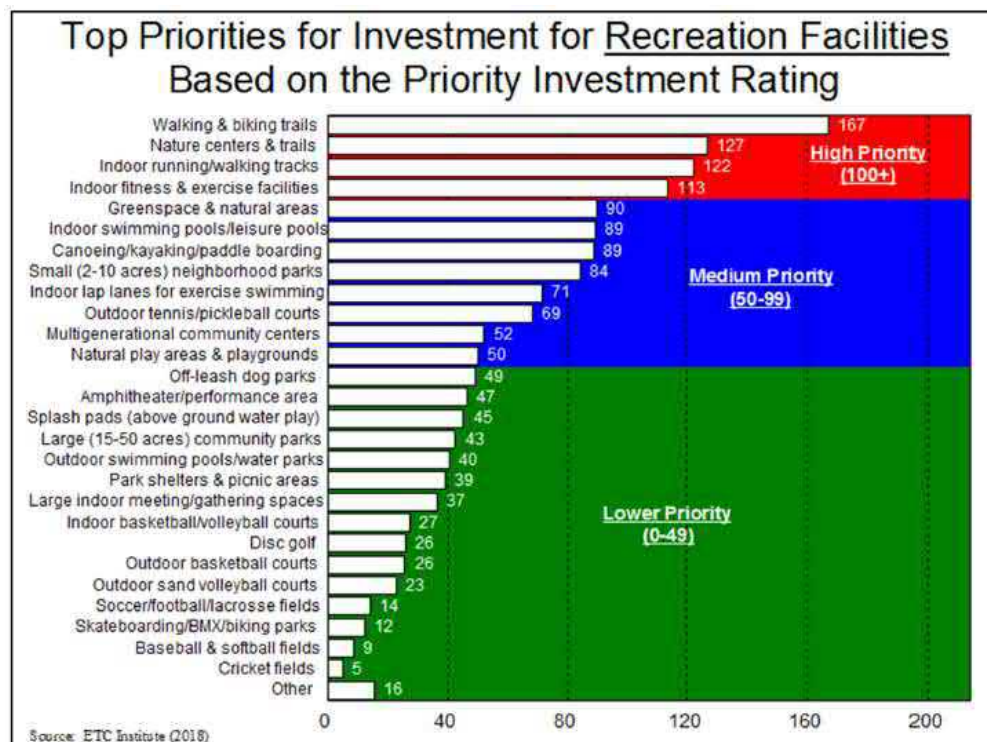


Priorities for Facility Investments. The **Priority Investment Rating (PIR)** was developed by ETC Institute to provide organizations with an objective tool for evaluating the priority that should be placed on Parks and Recreation investments. The **Priority Investment Rating (PIR)** equally weights (1) the importance that residents place on facilities and (2) how many residents have unmet needs for the facility.

Based the **Priority Investment Rating (PIR)**, the following four facilities were rated as high priorities for investment:

- Walking and biking trails (PIR=167)
- Nature centers and trails (PIR=127)
- Indoor running/walking tracks (PIR=122)
- Indoor fitness and exercise facilities (PIR=113)

The following chart shows the **Priority Investment Rating (PIR)** for each of the 27 facilities/amenities that were assessed on the survey.



3.5.8 Programming Needs and Priorities

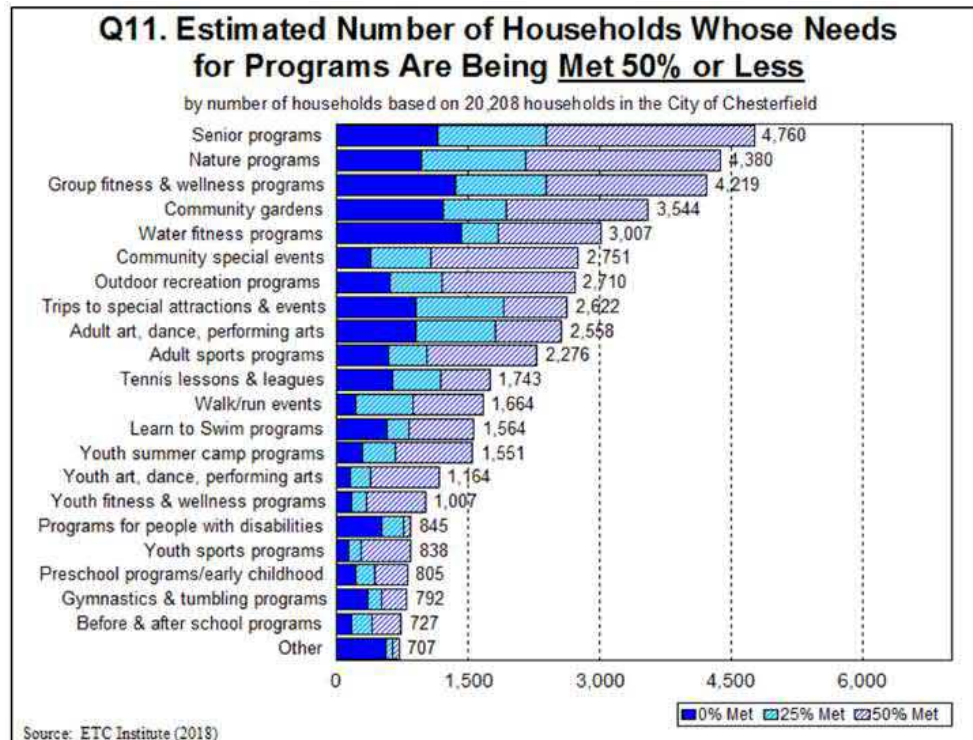
Programming Needs. Respondents were also asked to identify if their household had a need for any of the 21 recreational programs and rate how well their needs for each program were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had “unmet” needs for each program.

The four programs with the highest percentage of households that had needs were: community special events (39%), senior programs (34%), nature programs (32%), and walk/run events (32%). ETC Institute estimates a total of 7,861 households out of the 20,208 households in Chesterfield have a need for community special events. ETC Institute estimates a total of 4,760 households out of the 20,208 households in Chesterfield have unmet needs for senior programs, an estimated total of 4,380 households out of the 20,208 households in Chesterfield have unmet needs for nature programs, and an estimated total of 4,219 households out of the 20,208 households in Chesterfield have unmet needs



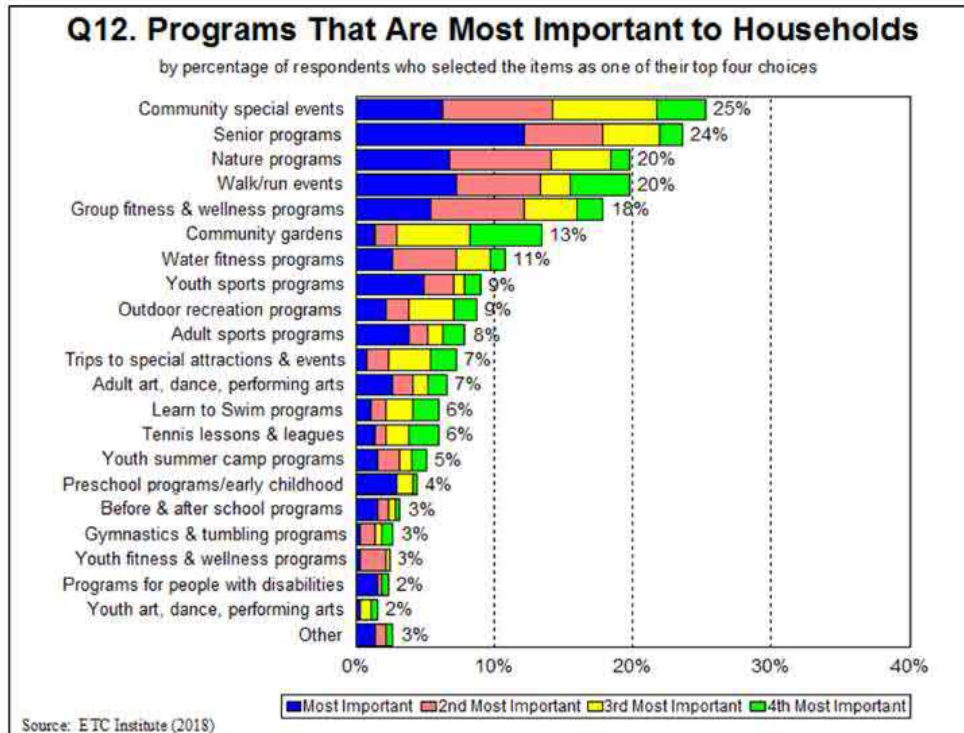
for group fitness and wellness programs. The estimated number of households that have unmet needs for each of the 21 programs that were assessed is shown in the chart below.

Program Importance. In addition to assessing the needs for each program, ETC Institute also assessed the importance that residents placed on each program. Based on the sum of respondents' top four choices, the four most important programs to residents were:



- Community special events (25%),
- Senior programs (24%),
- Nature programs (20%), and
- Walk/run events (20%).

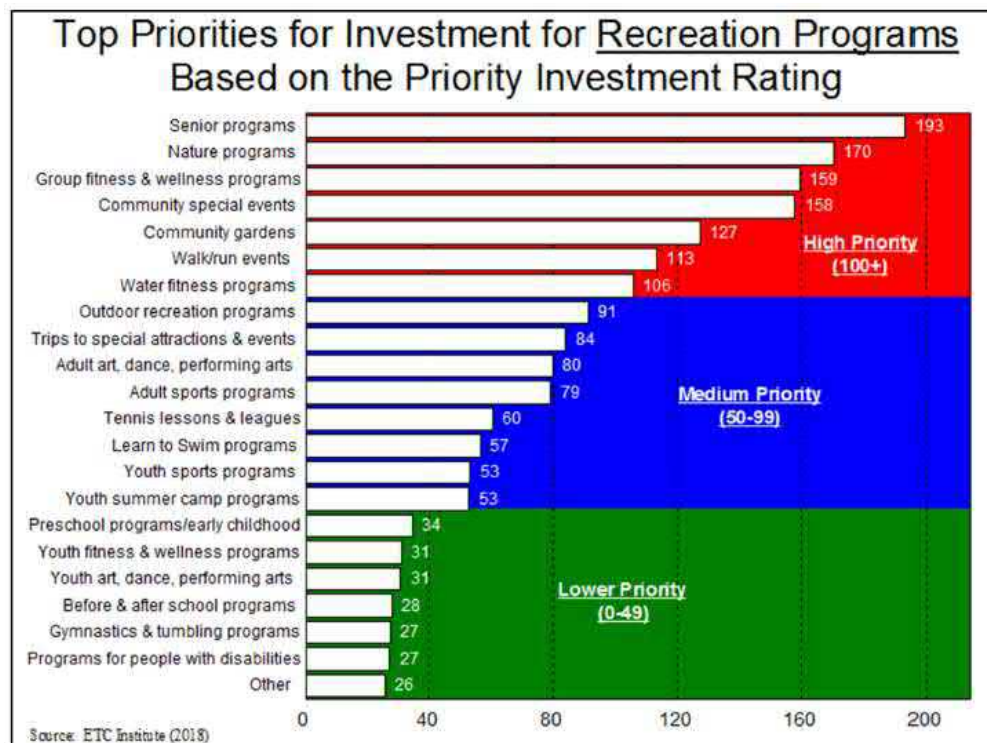
The percentage of residents who selected each program as one of their top four choices is shown in the table at the top of the following page.



Priorities for Programming Investments. Based on the **Priority Investment Rating (PIR)**, the following seven programs were rated as “high priorities” for investment:

- Senior programs (PIR=193)
- Nature programs (PIR=170)
- Group fitness and wellness programs (PIR=159)
- Community special events (PIR=158)
- Community gardens (PIR=127)
- Walk/run events (PIR=113)
- Water fitness programs (PIR=106)

The chart at the top of the following page shows the **Priority Investment Rating (PIR)** for each of the 21 programs that were rated.



3.5.9 Additional Findings

The highest rated methods in which respondents learn about programs and activities were: Parks, Recreation, and Arts guide (60%), word of mouth (45%), and Chesterfield City website (30%). The top three most preferred sources to receive information, as indicated by respondent households, were: Parks, Recreation, and Arts guide (52%), Chesterfield City website (25%), and Newspaper (22%).

Respondent households were given a list of 19 various reasons that prevent them or members of their household from using parks and recreation facilities or programs more often. The top four given reasons were: we are too busy (35%), I do not know what is being offered (23%), we are not interested (17%), and program times are not convenient (13%).

The highest level of support for various actions that the City of Chesterfield could take to improve the Parks, Recreation, and Arts system, based on the combined percentages of “very supportive” and “somewhat supportive” responses among residents *who had an opinion*, were: develop connection trails (85%), acquire property to develop new neighborhood and community parks (71%), and develop an indoor senior/recreation center (69%). The two actions that were most important to respondent households were: develop connection trails (56%) and develop an indoor senior/recreation center (37%).

3.5.10 Conclusions and Recommendations

When analyzing the facilities offered by the City of Chesterfield, indoor running/walking tracks, indoor fitness and exercise facilities, nature center and trails, Canoeing/kayaking, paddle boarding and indoor swimming pools/leisure pools were identified as priorities by the highest number of residents with a need. The facilities that were the most important to households were walking and biking trails, nature center and trails, amphitheater/performance area, and greenspace and natural areas. Focusing on walking & biking trails would provide the greatest benefit for the largest number of residents within the City. Beginning an initiative to develop indoor fitness and exercise facilities will have the greatest impact throughout the community in alleviating unmet needs.

When analyzing the programs offered by the City, senior programs, nature programs, group fitness and wellness programs, community gardens, and water fitness programs were the items for which the highest number of residents have a need. The community special events, senior programs, nature programs, and walk/run events were the most important to households. Continuing to focus on these three programs will give the City the ability to serve the largest number of households who have a need for the program.

To ensure Chesterfield continues to meet the needs and expectations of the community, ETC Institute recommends that the Parks, Recreation, & Arts Department sustain and/or improve the performance in areas that were identified as “high priorities” by the **Priority Investment Rating (PIR)**. The facilities and programs with the highest PIR ratings are listed below.

Facility Priorities

- Walking and biking trails (PIR=167)
- Nature centers and trails (PIR=127)
- Indoor running/walking tracks (PIR=122)
- Indoor fitness and exercise facilities (PIR=113)

Programming Priorities

- Senior programs (PIR=193)
- Nature programs (PIR=170)
- Group fitness and wellness programs (PIR=159)
- Community special events (PIR=158)
- Community gardens (PIR=127)
- Walk/run events (PIR=113)
- Water fitness programs (PIR=106)



CHAPTER FOUR - PARK AND FACILITY INVENTORY AND ASSESSMENT

4.1 Evaluating the Current System: Infrastructure

As part of the Comprehensive Master Plan, the Chesterfield Parks, Recreation and Arts Department (City) desired an inventory and assessment of the parks system. In April 2019, PROS Consulting visited all Chesterfield City parks and facilities. This assessment establishes a base-line understanding and “snapshot” of the system’s existing conditions and amenities. This assessment will be utilized with other technical research reports to assist with the final Comprehensive Master Plan including recommendations and action strategies.

4.2 Methodology

The consultant team used a site assessment form to document observations. One form was completed for each park within the Chesterfield Parks, Recreation & Arts. The assessment form includes:

- General description
- Park classification & observed use
- First impressions
- Access & visibility
- Site structures & amenities
- Site/amenity conditions
- Site furnishing conditions
- General landscape/hardscape
- Signage
- NRPA 3 Pillars (National Recreation and Park Association 3 Pillars: Health and Wellness, Conservation, and Social Equity)
- Any identified corrective actions needed
- Planned capital improvements
- Strengths, challenges, and opportunities

Central Park		Excellent	
16345 Lytle Hill Drive Size: 38 Acres		Park Rating	
Category Ratings			
First Impressions	Structures & Amenities	Site Furnishings	NRPA 3 Pillars
Excellent	Excellent	Excellent	Excellent
STRENGTHS: • Great design with multiple viewing areas throughout the property. • Combination of manicured and natural areas integrated throughout the property. • Synergy created by this community gathering space including the Amphitheater, Aquatic Center, playground, large pavilion, lake and trails. • The Y&CA B library contribute to the synergy of this park as adjacent destinations. • Community Garden across the from the park, on Sachs property • Natural trails along the creek bed. • Public art throughout the property. • The Central Park Lake. • Three bridges with one in the center of the lake that includes a gazebo in the middle. • Large playground area with rubber surfacing designed to look like mulch. • Veteran's Honor Park memorializing the sacrifice made by fellow Americans to preserve the independence and liberty we possess.			

Figure 17: Assessment Form for Central Park

Park conditions were rated using a differential scale of excellent, good, fair, or poor. The table below provides the condition descriptions utilized in this analysis.

Scale of Conditions	
Assessment Finding	General Description
Excellent	Facilities/amenities are in excellent condition and feature little or no maintenance problems noted. Facilities do not feature any major design issues that contribute to diminished use or maintenance.
Good	Facilities/amenities are in good condition and feature only minor maintenance problems. Generally, most maintenance issues with these facilities appear to be the result of age and/or heavy use. Facilities may only feature minor design issues that contribute to diminished use or maintenance (i.e. drainage, structural, utilities, etc.).
Fair	Facilities/amenities are in fair condition and indicate ongoing maintenance problems. Generally, most maintenance issues with these facilities appear to be the result of age and heavy use. Some maintenance issues may be compounding over time due to being deferred because of budget and/or resource limitations. Facilities may only feature minor design issues that contribute to diminished use or maintenance (i.e. drainage, structural, utilities, etc.) .
Poor	Facilities/amenities are in poor condition and clearly show ongoing maintenance problems that ultimately may result in suspended use for repair/replacement. Maintenance issues with these facilities are the result of age and heavy use, and generally are compounding over time due to being deferred because of budget and/or resource limitations. Facilities may feature major design issues that contribute to diminished use or maintenance (i.e. drainage, structural, utilities, etc.).

The Following sites were assessed during the Kick-off and tours during the two-day period:

- Central Park
- Chesterfield Valley Athletic Complex
- Eberwein Park
- Railroad Park
- Riparian Trail
- River's Edge Park
- W.F. Dierberg Meditation Park

4.3 System summary

The City of Chesterfield Parks, Recreation & Arts Department is Commission for Accreditation of Park and Recreation Agencies (CAPRA) accredited and very proud of this accomplishment. While conducting the site assessments for the City, the consultant recognized the reasons why the **National Recreation and Park Association (NRPA) concluded that the agency was definitely one of the best.** The system is so well done, that some of the items recognized as corrective actions needed and challenges might seem like nitpicking. The following are the high-level system wide Strengths, Challenges and Opportunities:



4.3.1 Strengths

- **Overall, the parks, facilities and arts have a consistently high standard of care; ratings included 'Good' to predominantly 'Excellent.'**
- Facilities are well-designed and appropriate for their setting with environmental understanding and sustainable stormwater management.
- **Public art integrated into the park system is tastefully and strategically located.** The prospect of future locations within the park system makes artwork an even stronger presence for the community.
- **Chesterfield Parks, Recreation & Arts Department is a leader in standards and excellence with diversity of facilities, parks, and art within the City.**
- The Riparian Trail and Monarch Levee Trail give residents and visitors a high level of pedestrian/bicycle access to the system and connects residents to parks, retail, restaurants, and the Katy Trail.
- The amenities within the park system provide users a wide range of experiences, views, public art, natural settings, and challenges.
- Strong athletic complex and sports fields serve residential needs, area sports leagues regional and national tournaments.
- **Chesterfield Amphitheater is a beautifully designed venue for local performances,** special events, themed run/walk gathering location, Big screen movies, and ticketed events.
- **The Chesterfield Family Aquatic Center is a valuable asset to the community** with multiple pools, many features and challenges to create an experience that has a wide segment appeal to residents.
- **Maintenance facility is incredibly organized** and well maintained.
- The synergy created by Central Park, the Chesterfield Family YMCA, and the St. Louis County Library makes this a great public gathering space for the City.
- City has undeveloped land for parks, recreation and arts purposes.

4.3.2 Challenges

- Parking is a challenge within the park system, most notably Central Park during events.
- The ruts along walkways and parking areas from vehicle tires will be a continual challenge.
- The iron in the well water is staining amenities within the Chesterfield Valley Athletic Complex.

4.3.3 Opportunities

- Attention to detail along manicured areas, walkways, and flowerbeds could easily be enhanced.
- Add a crushed stone border along the pathway and walls that decreases maintenance and weed control along the edge.
- Research all options for iron removal and/or filtration system.
- Undeveloped acres can address some of the community needs for future development.
- Continue the connectivity to neighborhoods and the greater St. Louis Area Trail System.

4.3.4 Site Assessment Summaries

Individual Site Assessment Summaries can be found in the Appendix.

4.4 Level of Service and Equity Mapping

4.4.1 Overview

Level of Service (LOS) standards are guidelines that define service areas based on population and support investment decisions related to parks, facilities, and amenities. LOS standards can and will change over time as industry trends change and demographics of a community shift.

The consulting team evaluated park facility standards using a combination of resources. These resources included market trends, demographic data, recreation activity participation rates, community and stakeholder input, NRPA PRORAGIS data, the statistically valid community survey, and general observations. This information allowed standards to be customized to the City of Chesterfield.

It is important to note that these LOS standards should be viewed as a guide. The standards are to be coupled with conventional wisdom and judgment related to the particular situation and needs of the community. By applying these standards to the population of Chesterfield, gaps or surpluses in park and facility types are revealed.

4.4.2 Per Capita “Gaps”

According to the Level of Service (LOS), there are multiple needs to be met in Chesterfield to properly serve the community today and in the future. The existing level of service meets and exceeds best practices and recommended service levels for many items; however, there are a few areas that do not meet recommended standards. It is also important to take into consideration existing amenity condition and lifecycle stage.

For outdoor amenities, the City of Chesterfield shows a shortage of park shelters and pavilions, outdoor basketball courts, pickleball courts, playgrounds, and a skate park. Additionally, with current population projections, there will be a similar Level of Service need in 2025 as exists currently. The City will continue to explore opportunities to update amenities, expand capacity for use, and enhance the experience for residents and visitors. For example, although the City of Chesterfield meets the standards for multi-use fields, there are times when these fields are difficult to access due to weather events. An opportunity to develop and enhance the fields to turf will be important for maximizing the amount of playable time these fields can support as the Department seeks to maximize use rather than develop new, where possible.

It is also important to note that many non-residents use City of Chesterfield parks (especially Central Park and the Chesterfield Valley Athletic Complex). Since the large regional parks and destination facilities serve people outside the city limits and sometimes outside of the State of Missouri, consideration for the increased demand on regional park acres should be kept in mind as the municipality continues to work toward full cost of ownership financial forecasting. Additionally, there are other park and recreation providers in and around the greater St. Louis area. The LOS chart (**Figure 22**) indicates the other providers that contribute to the greater Chesterfield quality of life. It is important for the City to understand its current contributions and other providers' contributions to the existing system. The Department should use the data to help make decisions for future park system enhancements/improvements.

The City of Chesterfield standards are based upon population figures for 2019 and 2025.



Chesterfield Parks, Recreation & Arts Department

Chesterfield Level of Standards															
2018 Inventory - Developed Facilities											Current Facility Needs			Forecasted Five-Year Facility Needs	
Inventory:	Chesterfield	Schools	Saint Louis County	Other	Total Inventory	Current Service Level based upon population			Recommended Service Levels			Meet Standard/ Need Exists	Additional Facilities/ Amenities Needed	Meet Standard/ Need Exists	Additional Facilities/ Amenities Needed
PARKS (ACRES):															
Neighborhood Parks	2.00				2.00	0.04	acres per	1,000	0.26	acres per	1,000	Need Exists	11 Acre(s)	Need Exists	11 Acre(s)
Community Parks	56.00				56.00	1.16	acres per	1,000	1.50	acres per	1,000	Need Exists	16 Acre(s)	Need Exists	18 Acre(s)
Regional Parks			200.00		200.00	4.14	acres per	1,000	4.00	acres per	1,000	Meets Standard	- Acre(s)	Meets Standard	- Acre(s)
Special Use	208.50				208.50	4.32	acres per	1,000	4.00	acres per	1,000	Meets Standard	- Acre(s)	Meets Standard	- Acre(s)
School Grounds		11.40			11.40	0.24	acres per	1,000	0.24	acres per	1,000	Meets Standard	- Acre(s)	Need Exists	0 Acre(s)
Nature Preserves/ Conservation Area	231.00			54.00	285.00	5.90	acres per	1,000	6.00	acres per	1,000	Need Exists	5 Acre(s)	Need Exists	9 Acre(s)
Total Developed Park Acres	497.50	11.40	200.00	54.00	762.90	15.80	acres per	1,000	16.00	acres per	1,000	Need Exists	10 Acre(s)	Need Exists	22 Acre(s)
Undeveloped Parkland	43.89				43.89	0.91	acres per	1,000		acres per	1,000		- Acre(s)	Meets Standard	- Acre(s)
Total Park Acres	541.39	11.40	200.00	54.00	806.79	16.71	acres per	1,000	16.00	acres per	1,000	Meets Standard	- Acre(s)	Meets Standard	- Acre(s)
TRAILS (MILES):															
Paved Trails	13.06	-	-	-	13.06	0.27	miles per	1,000	0.50	miles per	1,000	Need Exists	11 Mile(s)	Need Exists	11 Mile(s)
Unpaved Trails	3.00	-	1.30	0.50	4.80	0.10	miles per	1,000	0.25	miles per	1,000	Need Exists	7 Mile(s)	Need Exists	5 Mile(s)
OUTDOOR AMENITIES:															
Park Shelters	10.00	-	-	-	10.00	1.00	site per	4,829	1.00	site per	4,000	Need Exists	2 Sites(s)	Need Exists	2 Sites(s)
Pavilion	1.00	-	1.00	-	2.00	1.00	site per	24,146	1.00	site per	12,000	Need Exists	2 Sites(s)	Need Exists	1 Sites(s)
Baseball / Softball Fields	19.00	-	-	-	19.00	1.00	field per	2,542	1.00	field per	4,000	Meets Standard	- Field(s)	Meets Standard	- Field(s)
Multi-Use Field (Soccer/Lacrosse/Football/Rugby)	15.00	-	-	-	15.00	1.00	field per	3,219	1.00	field per	4,000	Meets Standard	- Field(s)	Meets Standard	- Field(s)
Outdoor Basketball Courts	1.00	4.00	-	-	5.00	1.00	court per	9,658	1.00	court per	7,000	Need Exists	2 Court(s)	Need Exists	2 Court(s)
Pickleball Courts	2.00	-	-	-	2.00	1.00	court per	24,146	1.00	court per	7,000	Need Exists	5 Court(s)	Need Exists	5 Court(s)
Playground (Youth & Tot)	3.00	3.00	1.00	-	7.00	1.00	site per	6,899	1.00	site per	4,000	Need Exists	5 Site(s)	Need Exists	5 Site(s)
Dog Park	1.00	-	-	-	1.00	1.00	site per	48,292	1.00	site per	30,000	Need Exists	1 Site(s)	Need Exists	1 Site(s)
Sand Volleyball	6.00	-	-	-	6.00	1.00	site per	8,049	1.00	site per	10,000	Meets Standard	- Site(s)	Meets Standard	- Site(s)
Skate Board Park	-	-	-	-	-	-	site per	40,000	1.00	site per	40,000	Need Exists	1 Site(s)	Need Exists	1 Site(s)
Outdoor Aquatic/ Pool	1.00	-	-	-	1.00	1.00	site per	48,292	1.00	site per	40,000	Meets Standard	- Site(s)	Meets Standard	- Site(s)
RECREATION SPACE:															
Indoor Recreation Space	-	-	-	-	-	-	SF per person	2.00	SF per person			Need Exists	96,584 Square Feet	Need Exists	98,100 Square Feet
2019 Estimated Population		48,292													
2025 Estimated Population		49,050													
Notes:															
Inventory included in the Level of Service Standards only includes park and facility inventory that are public offerings.															
The three School Parks are part of a cooperative partnership agreement with Rockwood and Parkway School District which includes Chesterfield, River Bend, and Green Trails Elementary.															
The Saint Louis County park inventory found within Chesterfield City limits is Faust Park.															
"Other" inventory includes Beckemeier Park owned and managed by Missouri Department of Conservation.															
The Big Muddy is US Fish and Wildlife property is included in the "Other".															
This does not include the common areas that HOAs Own (1991.2 acres across the City) as they are not open to the public.															
This does not include any property in acreage that the City is currently or plans to negotiate on (i.e. The Awakening property, Riparian Trail property for extension).															
This does not include right of way and medians the city, county or state own (28 acres) and the maintained by the Parks, Recreation & Arts Department.															

Figure 18: Chesterfield Level of Service Standards

4.5 Service Area Analysis/Equity Mapping

Service area maps and standards assist management staff and key leadership in assessing where services are offered, how equitable the service distribution is across the community, and how effective the service is as it compares to the demographic densities. In addition, looking at guidelines with reference to population enables the municipality to assess gaps in services, where facilities are needed, or where an area is over saturated. This allows the municipality to make appropriate capital improvement decisions based upon need for the system as a whole and the ramifications that may have on a specific area.

The maps contain several circles. The circles represent the recommended per capita LOS found on the previous page. The circles' size varies dependent upon the quantity of a given amenity (or acre type) located at one site *and* the surrounding population density. The bigger the circle, the more people a given amenity or park acre serves and vice versa. Additionally, some circles are a different color which represents the "owner" of that particular amenity or acre type. There is a legend in the bottom left-hand corner of each map depicting the various owners included in the equity mapping process. The areas of overlapping circles represent more than adequate service, or duplicated service, and the areas outside of the circles represents the areas not served by a given amenity or park acre type. It should be noted that similar providers included the school system, St. Louis County and Other.

Figures 23-28 show select service area maps.

4.6 Equity Mapping "Gaps" and Conclusions

The City of Chesterfield parks system is not equally distributed within the city limits. Many amenities are located on the western half leaving gap areas in the eastern portion of the city. The eastern portion of the City is predominantly residential and many developments were completed in the earlier years of the City incorporating. Several of these developments are located near schools or have common area to serve as open space and parks. In terms of park land, the neighborhood parks have a gap in the eastern side of the city limits (even though the east is served by Faust Park, a large regional park). As exhibited by the paved trails map, there are many miles of trails in the system and connecting out west of the City; however, connectivity trails throughout the system is an opportunity with the trails that have already been developed.



4.6.1 Chesterfield Parks

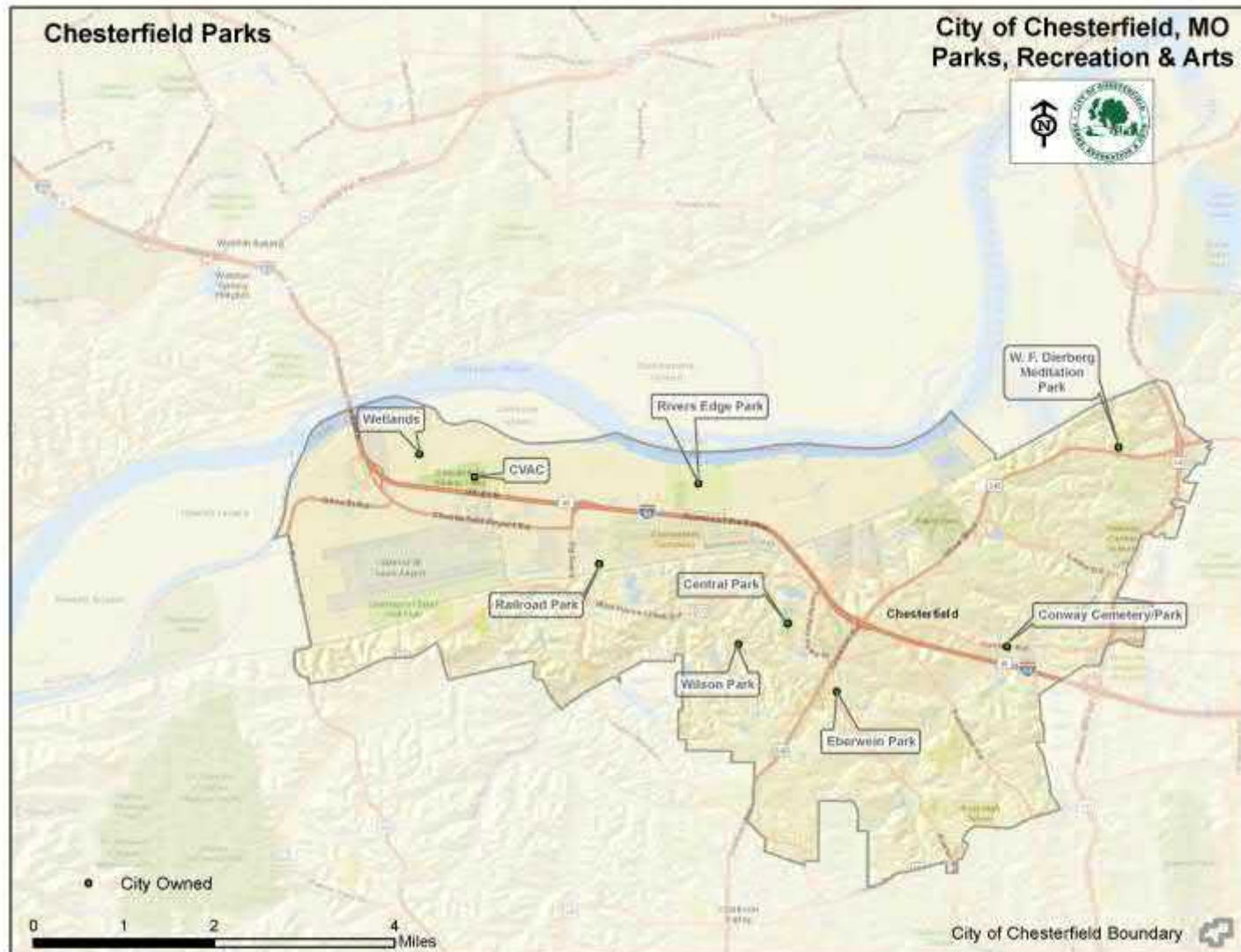


Figure 19: City of Chesterfield Parks

4.6.2 Regional Parks

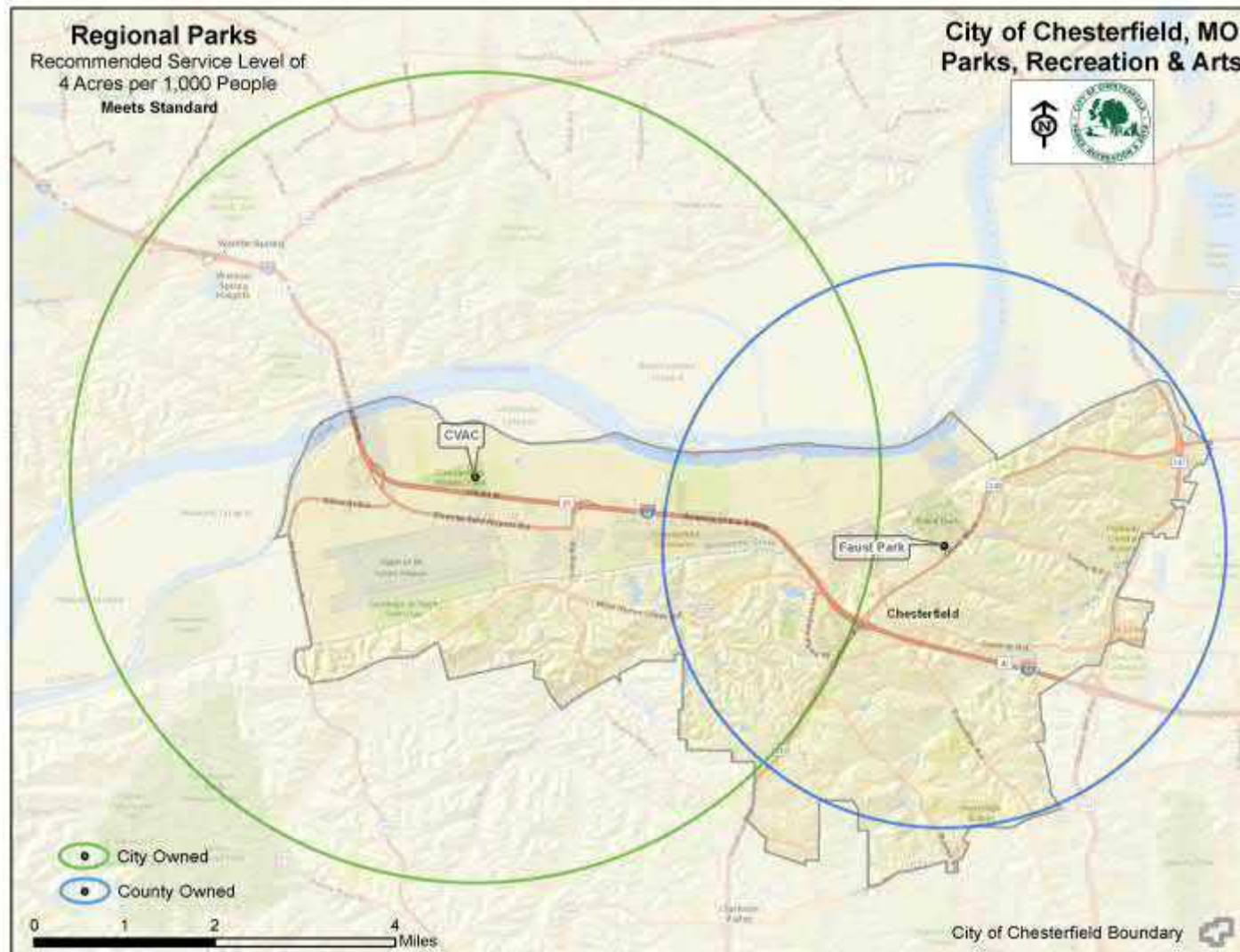


Figure 20: Regional Parks



4.6.3 Paved Trails

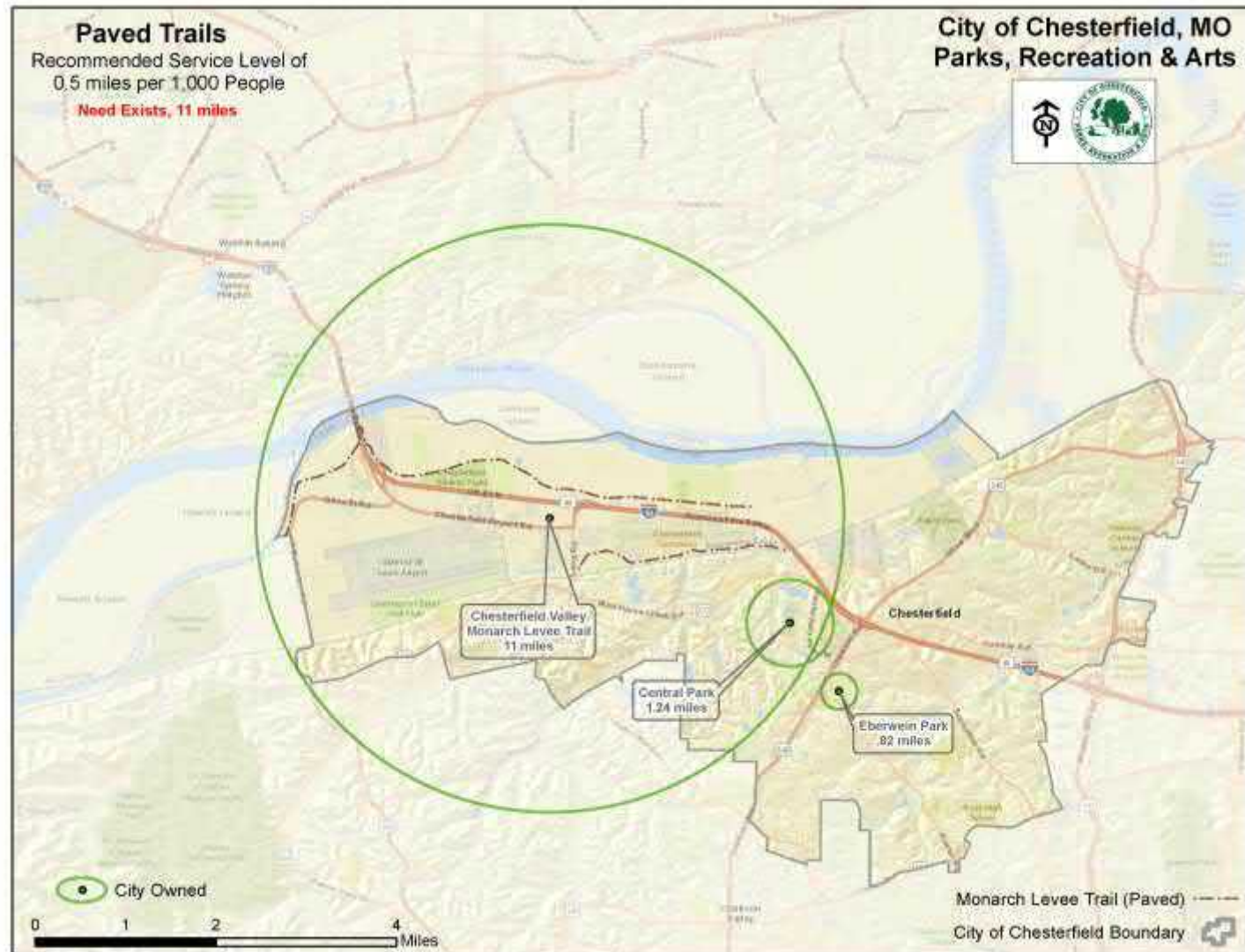


Figure 21: Paved Trails

4.6.4 Outdoor Aquatic / Pool

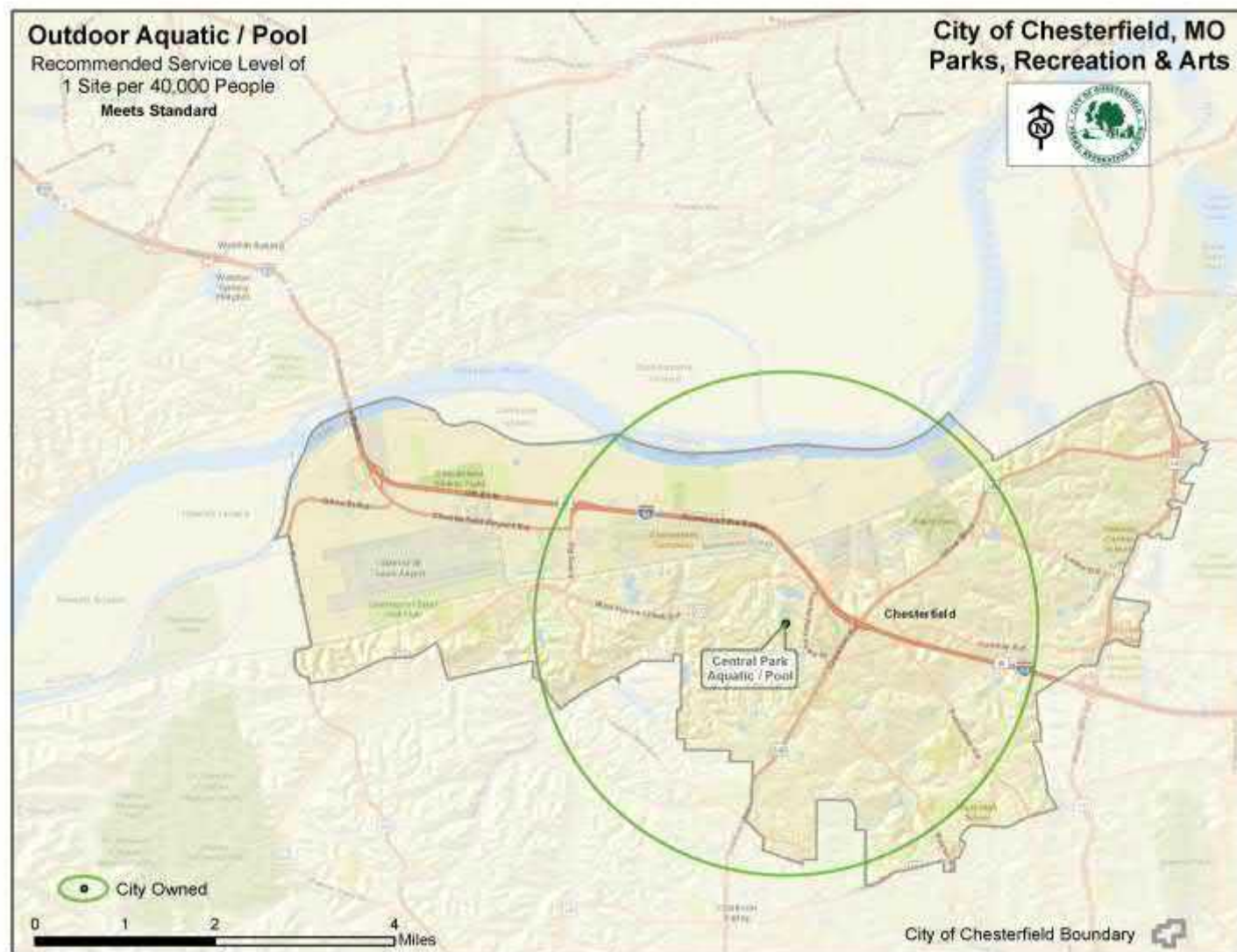


Figure 22: Outdoor Aquatic / Pool



4.6.5 Baseball / Softball Fields

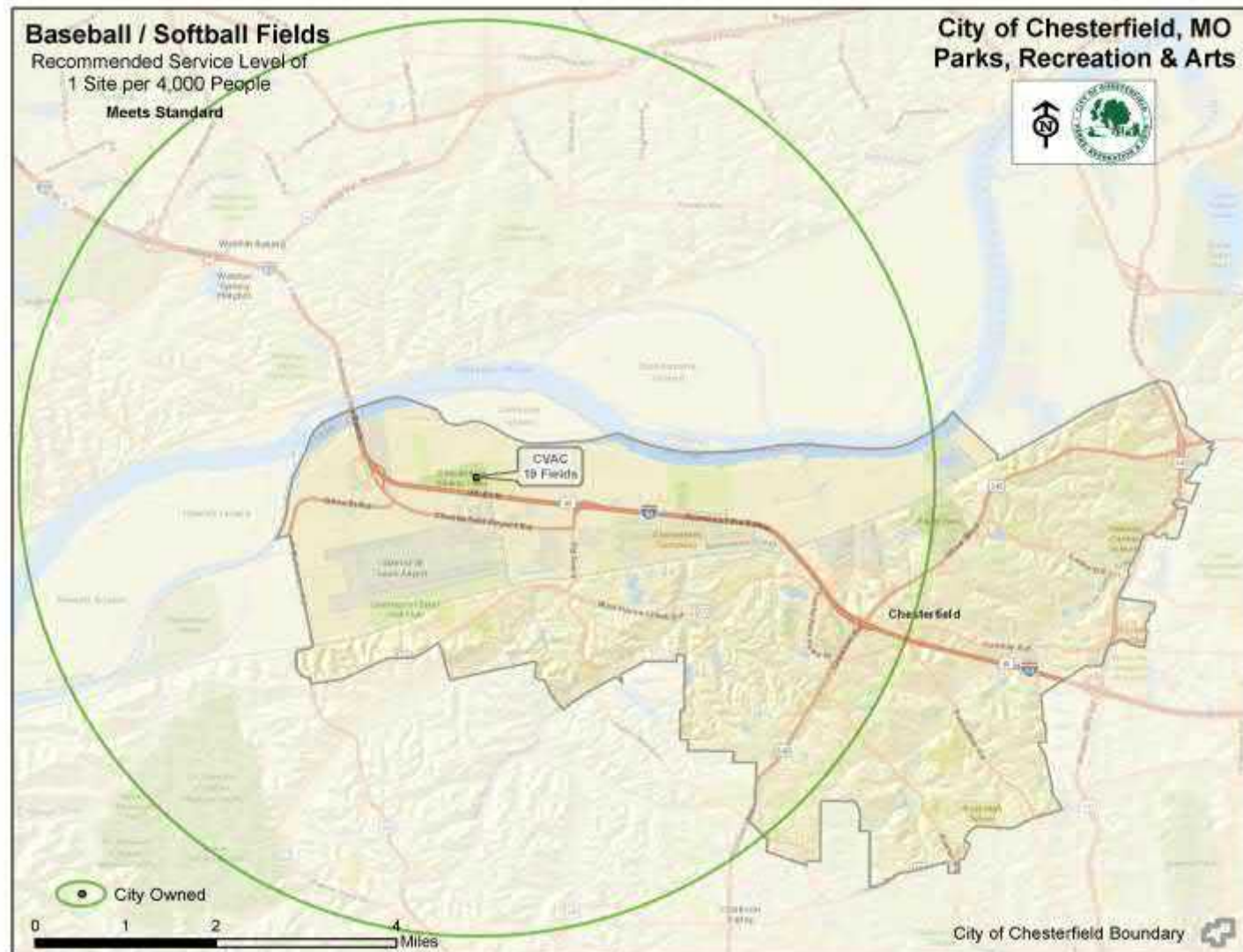


Figure 23: Baseball / Softball Fields

4.6.6 Playgrounds

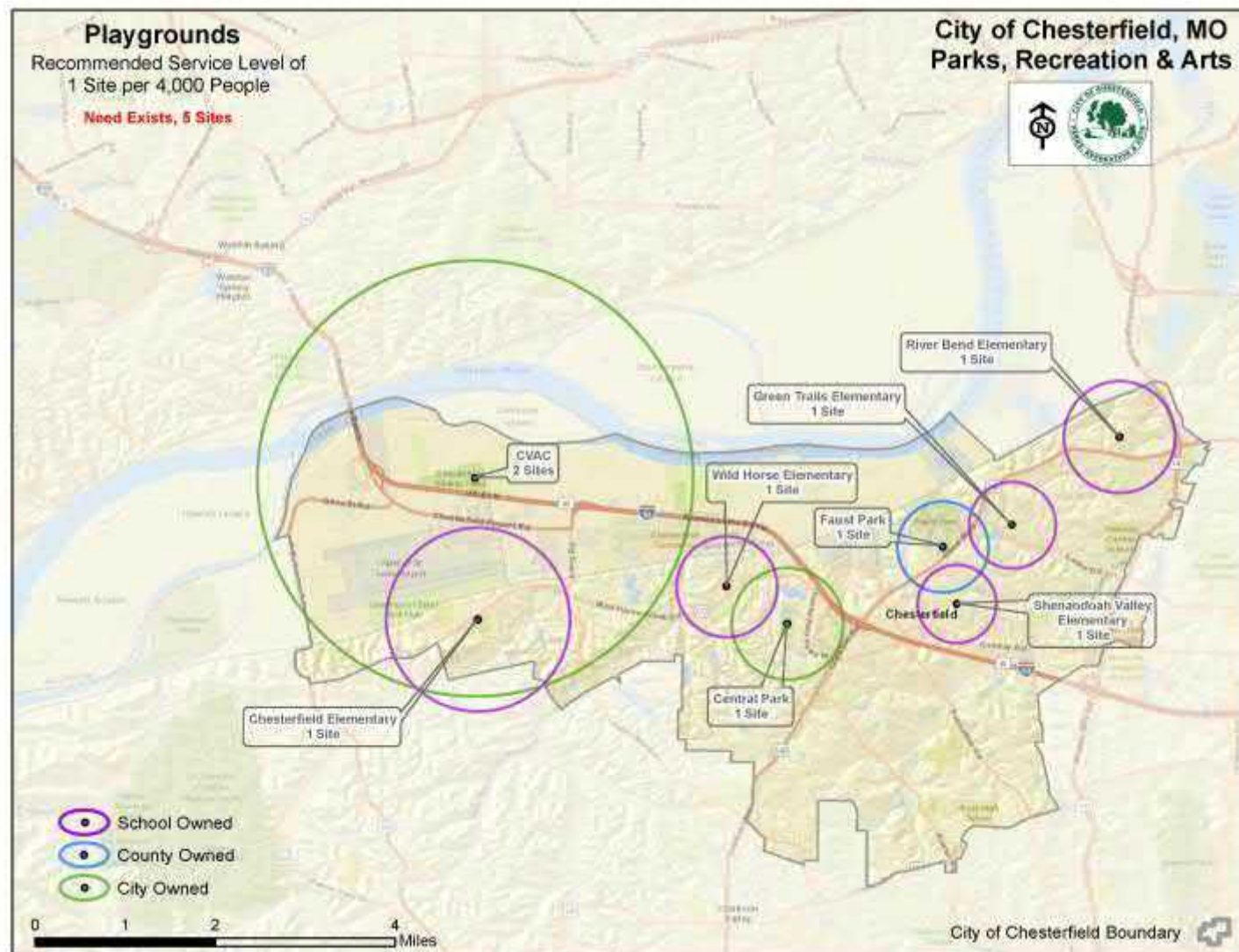


Figure 24: Playgrounds



CHAPTER FIVE - RECREATION PROGRAM ASSESSMENT

5.1 Introduction

As part of the Parks, Recreation, and Arts Comprehensive Master Plan process, the consulting team performed a Recreation Program Assessment of the programs and services offered by the Chesterfield Parks, Recreation & Arts Department (CPRAD). The assessment offers an in-depth perspective of program and service offerings and helps identify strengths, weaknesses, and opportunities regarding programming. The assessment also assists in identifying core programs, program gaps within the community, key system-wide issues, areas of improvement, and future programs and services for residents.

The consulting team based these program findings and comments from a review of information provided by CPRAD's staff including program descriptions, financial data, partnership agreements, promotion methods, etc. This report addresses the program offerings from a systems perspective for the entire portfolio of programs, as well as individual program information.



5.1.1 Program Assessment Overview

Chesterfield Parks, Recreation & Arts Department offers a wide gamut of programs ranging from youth to senior and sports to special events. The following section is a brief overview of all program offerings provided by the CPRAD.

Below are some overall observations that stood out when analyzing the program assessment sheets:

- Overall the **program descriptions** effectively communicate the key benefits of each Core Program Area. Additionally, PROS Consulting assisted in creating Department goals for each of the Core Program Areas.
- **Age segment distribution** is good, but needs to be annually monitored to ensure program distribution aligns with community demographics.
- **Program lifecycles:** Approximately 15% of the system's current programs are categorized in the Introduction Stage; while 2% of programs fall into the Decline Stage. A complete description of Lifecycle Stages can be found in **Section 5.4**.
- The City's **volunteer program** allows residents and organizations to easily get involved and give back to the community through various volunteer opportunities, special events, programs, etc.
- From a **marketing and promotions** standpoint, the staff utilizes a variety of marketing methods when promoting their programs including: print and online program guides, the City's website, brochures and flyers, direct mail, email blasts, in-facility promotions/ signage, and social media as a part of the marketing mix.
 - CPRAD would benefit from identifying marketing Return on Investment (ROI) for all marketing initiatives
 - Opportunity to increase the number of cross-promotions

Currently, **customer feedback methods** are rather limited. Moving forward, it is highly recommended that the CPRAD begins incorporating user feedback, on a more consistent basis, as a key performance

measure that can be tracked over time. Specifically, pre-program evaluation and lost customer surveys are highly recommended feedback tools that should be considered moving forward.

- **Pricing strategies** are varied across the board. Currently, the most frequently used approaches include: cost recovery rates, residency rates, competition (market) rates, and group discounts. These are good practices and must be continued. In addition, it is essential to understand current cost of service in order to determine ideal cost recovery goals.
- **Financial performance measures** such as cost recovery goals aren't currently being utilized by the Department. Moving forward, it is recommended for staff to begin tracking cost recovery for all program areas. When doing so, the staff should factor in all direct and indirect costs pertaining to programming. A focus on developing consistent earned income opportunities would be beneficial to the CPRAD's overall quest for greater fiscal sustainability.

5.2 Core Program Areas

Public recreation is challenged by the premise of being all things to all people. To help achieve the mission, it is important to identify Core Program Areas based on current and future needs to create a sense of focus around specific program areas of greatest importance to the community. The philosophy of the Core Program Area assists staff, policy makers, and the public focus on what is most important. Program areas are considered as Core if they meet a majority of the following categories:

- The program area has been provided for a long period of time (over 4-5 years) and/or is expected by the community.
- The program area consumes a relatively large portion (5% or more) of the agency's overall budget.
- The program area is offered 3-4 seasons per year.
- The program area has wide demographic appeal.
- There is a tiered level of skill development available within the programs area's offerings.
- There is full-time staff responsible for the program area.
- There are facilities designed specifically to support the program area.
- CPRAD controls a significant percentage (20% or more) of the local market.

In consultation with CPRAD staff, the planning team identified the following Core Program Areas currently being offered:

Core Program Areas
Youth
Senior
Aquatics
Sports
Community Special Events

Figure 25: Identified Core Program Areas



5.2.1 Youth

The Youth Core Program Area provides activities and programs geared to children 17 and under to promote physical and educational activities. The goal is to provide a safe and enjoyable environment where youth can learn how to participate in a wide variety of leisure pursuits. Examples of Youth Programs include:

- Try-Athlon/Triathlon
- Spring Break Sports Camp
- Summer Camp
- Fishing Derby



5.2.2 Senior

The Seniors Core Program Area provides activities and programs geared to individuals over the age of 55 to promote physical, social and educational activities. The goal of this Core Program Area is to impact and enrich older adults' lives through active programs for improved health and wellness. Examples of Senior Programs include:

- Pickleball
- Tai Chi
- Walking Club
- Senior Sizzlers
- Biking Club



5.2.3 Aquatics

The Aquatics Core Program Area provides programs through the aquatic center for all ages and abilities that promote safety, community, and healthy atmosphere. The goal is to provide a safe, clean, healthy environment for youth, adults, families, and groups to enjoy water activities. Examples of Aquatic Programs include:

- Group Swim Lessons
- Water Aerobics
- River Walk
- Swim Team
- K9 Splash



5.2.4 Sports

The Sports Core Program Area provides programs through the Chesterfield Valley Athletic Complex for all ages and abilities that promote safety, community, and healthy atmosphere. The goal is to provide quality sports programs in both team and individual formats to best accommodate the varying individual and team skill levels. Examples of Sport Programs include:

- Start Smart Soccer
- Youth Soccer
- Pepsi Pitch Hit Run
- Adult Softball Leagues
- Adult Sand Volleyball



5.2.5 Community Special Events

The Community Special Events Core Program Area offers special events that provide a great, enjoyable, safe atmosphere amongst our community. The goal of Community Special Events is to assist with quality community events by providing needed support and equipment as well as providing a variety of quality special events within the department. Examples of Community Special Events include:

- Summer Concert Series
- 4th of July Celebration
- Turkey Trot
- Earth Day/Recycles Day
- Movies



5.2.6 Recommendations

The Core Program Areas listed in **Section 5.2** provide a generally well-rounded and diverse array of programs, currently well-suited to address the programmatic needs of the existing population. The City should be mindful of higher than average income levels when pricing program offerings and special events, while considering lower income residents who fall outside the averages. Based upon the observations of the planning team and demographic and recreation trends information, the City staff should evaluate Core Program Areas and individual programs, ideally on an annual basis, to ensure offerings are relevant to evolving demographics and trends in the rapidly aging community in Chesterfield.





5.3 Age Segment Analysis

The table below depicts each Core Program Area and the most prominent age segments they serve. Recognizing that many Core Program Areas serve multiple age segments, Primary (noted with a 'P') and Secondary (noted with an 'S') markets are identified.

Core Program Area	Preschool (5 & under)	Elementary (6-12 years)	Teens (13-17 years)	Adults (18+ years)	Senior (65+ years)	All Ages Programs
Youth Programs	P	P	S			
Senior Programs					P	
Aquatics Programs	P	P	S	P	P	
Sport Programs	P	P	S	P	S	
Community Special Events						P

Figure 26: Age Segment Analysis

For this report, an Age Segment Analysis was completed by Core Program Area, exhibiting an over-arching view of the age segments served by different program areas, and displaying any gaps in segments served. It is also useful to perform an Age Segment Analysis by individual programs, in order to gain a more nuanced view of the data. **Based on the age demographics noted previously in this report, current programs seem to be fairly well-aligned with the community's age profile.** With approximately 70% of the City's population falling between the ages of 0-12 and 18-54 years old, it is fitting that the 'Preschool', 'Elementary', and 'Adult' segments are highly catered to.

That being said, the lack of primary programs dedicated to the 'Teens' segment is noticeable. Teenagers make up a critical user group for parks and recreation departments. This age segment tends to be one of the most elusive in terms of overall participation in programs. It is important to engage teens in recreation offerings to ensure that youth have an opportunity to pose a positive impact in the community. Furthermore, a department that is effective in capturing the teen segment is potentially tapping into strong volunteer resource to aid in the development of future leaders. Moving forward, it is recommended that CPRAD considers introducing new programs, specifically for the 13-17 age segment, to address any unmet needs.

It would be best practice to establish a plan including what age segment to target, establish the message, which marketing methods to use, create the social media campaign, and determine what to measure for success before allocating resources towards a particular effort. An example of this would be a youth fair in the core program area of Community Special Events. This would have youth focused activities, a specific message geared towards youth and their most involved parent to entice participation.



5.4 Program Lifecycle Analysis

A Program Lifecycle Analysis involves reviewing each program offered by the CPRAD to determine the stage of growth or decline for each. This provides a way of informing strategic decisions about the overall mix of programs managed by the agency to ensure that an appropriate number of programs are “fresh” and that relatively few programs, if any, need to be discontinued.

This analysis is not based on strict quantitative data but, rather, is based on staff members’ knowledge of their program areas. The following table shows the percentage distribution of the various lifecycle categories of CPRAD’s programs. These percentages were obtained by comparing the number of programs in each individual stage with the total number of programs listed by staff members.

Lifecycle Stage	Description	Actual Program Distribution		Recommended Distribution
Introduction	New program; modest participation	15%	64% total	50-60% total
Take-Off	Rapid participation growth	22%		
Growth	Moderate, but consistent participation growth	27%		
Mature	Slow participation growth	29%	29%	40%
Saturation	Minimal to no participation growth; extreme competition	5%	7% total	0-10% total
Decline	Declining participation	2%		

Figure 27: Lifecycle Analysis

The Lifecycle Analysis depicts a rather healthy program distribution. Approximately 64% of all programs fall within the beginning stages (Introduction, Take-Off, & Growth). While this is slightly above the recommended 50%-60%, a heavy distribution in the beginning stages, staff should anticipate the 27% in Growth to transition into Mature and have several new programs ready to roll out when this occurs. Moving forward, the Department needs to ensure that new programs make their way out of the beginning stages and are sustainable enough to reach the Mature stage or are repositioned to introduce other programs. The Mature stage is the anchor of a program portfolio and to achieve a stable foundation, roughly 40% of programs should fall within this stage.

Staff should complete a Program Lifecycle Analysis on an annual basis and ensure that the percentage distribution closely aligns with desired performance. Furthermore, CPRAD could include annual performance measures for each Core Program Area to track participation growth, customer retention, and percentage of new programs as an incentive for innovation and alignment with community trends.



5.5 Program Classification

Conducting a classification of services informs how each program serves the overall organization mission, the goals, and objectives of each Core Program Area. Additionally, it also assists with how programs should be funded with regard to tax dollars and/or user fees and charges. How a program is classified can help to determine the most appropriate management, funding, and marketing strategies.

Program classifications are based on the degree to which the program provides a public benefit versus a private benefit. A public benefit can be described as everyone receiving the same level of benefit with equal access, whereas a private benefit can be described as the user receiving exclusive benefit above what a general taxpayer receives for their personal benefit.

This plan proposes a classification method based on three indicators: Essential, Important, and Value-Added. Where a program or service is classified depends upon alignment with the organizational mission, how the public perceives a program, legal mandates, financial sustainability, personal benefit, competition in the marketplace, and access by participants. The following infographic describes each of the three program classifications.

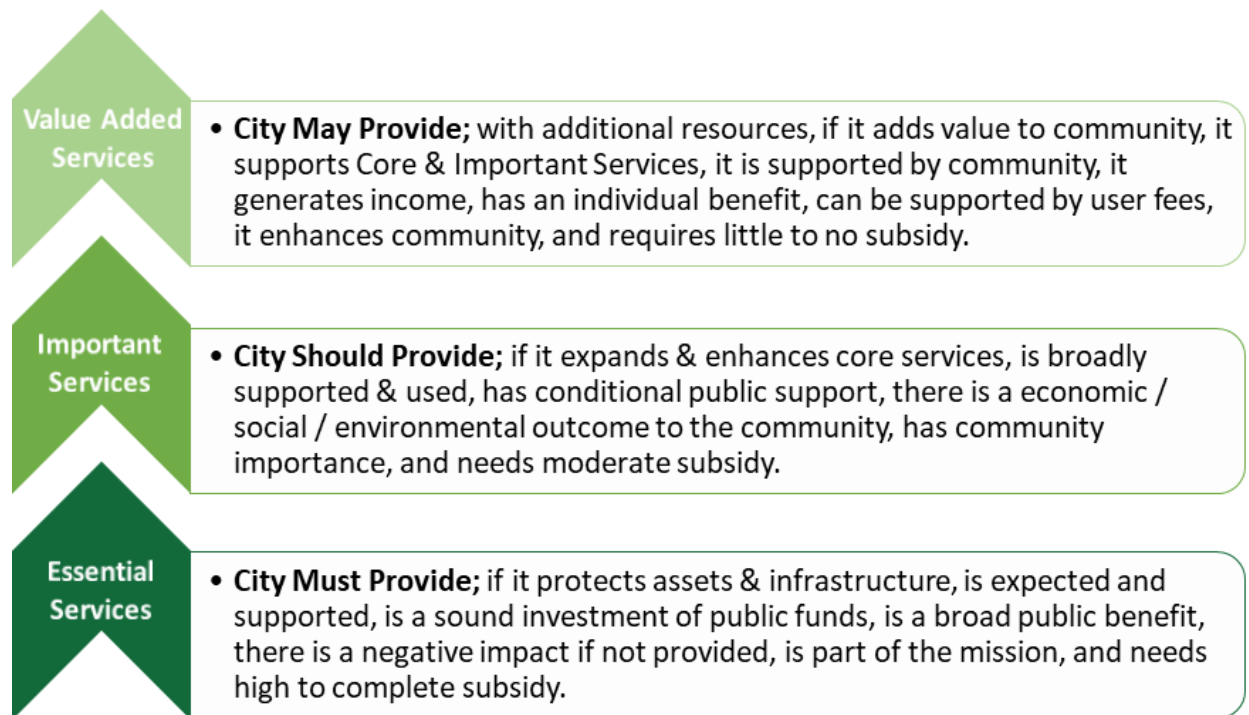


Figure 28: Program Classification Descriptions

Another way to describe these three classifications is to analyze the degree to which the program provides a community versus an individual benefit. These categories can then be correlated to the Essential, Important, and Value-added classifications.

Program Classification Metrics	ESSENTIAL Programs	IMPORTANT Programs	VALUE-ADDED Programs
<i>Public interest; Legal Mandate; Mission Alignment</i>	• <i>High public expectation</i>	• <i>High public expectation</i>	• <i>High individual and interest group expectation</i>
<i>Financial Sustainability</i>	• <i>Free, nominal or fee tailored to public needs</i> • <i>Requires public funding</i>	• <i>Fees cover some direct costs</i> • <i>Requires a balance of public funding and a cost recovery target</i>	• <i>Fees cover most direct and indirect costs</i> • <i>Some public funding as appropriate</i>
<i>Benefits (i.e., health, safety, protection of assets)</i>	• <i>Substantial public benefit (negative consequence if not provided)</i>	• <i>Public and individual benefit</i>	• <i>Primarily individual benefit</i>
<i>Competition in the Market</i>	• <i>Limited or no alternative providers</i>	• <i>Alternative providers unable to meet demand or need</i>	• <i>Alternative providers readily available</i>
<i>Access</i>	• <i>Open access by all</i>	• <i>Open access</i> • <i>Limited access to specific users</i>	• <i>Limited access to specific users</i>

Figure 29: Program Classification Metrics

With assistance from CPRAD staff, a classification of programs and services was conducted for all of the recreation programs currently being offered. The results are presented in the graphic below. For a complete list of programs offered and their classifications please see **Appendix A**.

Approximately 43% of programs were deemed Essential by CPRAD staff, with 5% considered to be Important, and the remaining 52% being Value-Added. This distribution breakdown is used to identify the current distribution and make recommendations that help the agency achieve a balance that helps achieve cost recovery goals.

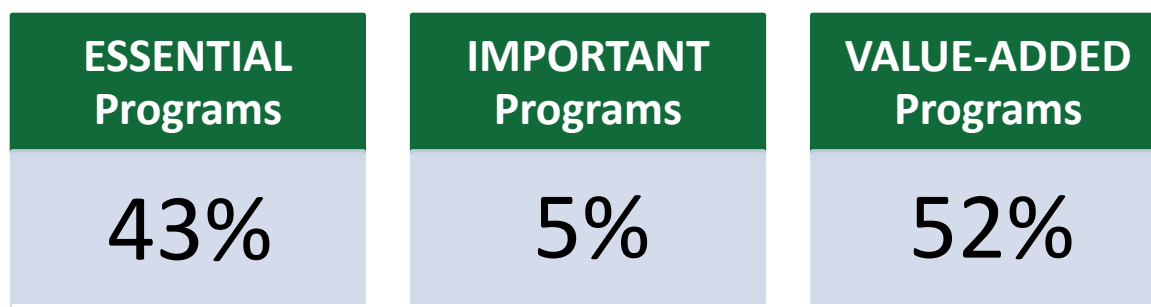


Figure 30: Program Classification Distribution

It is recommended that the Department moves toward having a distribution amongst all programs where Important and Value-added percentages are slightly higher than essential programs. This will help the City with operational revenues while still ensuring the City's lower income residents have ample opportunities to participate.



5.6 Cost of Service & Cost Recovery

Cost recovery targets should be identified for each Core Program Area, at minimum, and for specific programs or events where possible. The previously identified Core Program Areas would serve as an effective breakdown for tracking cost recovery metrics, which would theoretically group programs with similar cost recovery and subsidy goals.

Determining cost recovery performance and using it to inform pricing decisions involves a three-step process:

1. Classify all programs and services based on the public or private benefit they provide (as completed in the previous section).
2. Conduct a Cost of Service Analysis to calculate the full cost of each program.
3. Establish a cost recovery percentage, through City policy, for each program or program type based on the outcomes of the previous two steps, and adjust program prices accordingly.

The following provides more detail on steps 2 & 3.

5.6.1 Understanding the Full Cost of Service

To develop specific cost recovery targets, full cost of accounting needs to be created on each class or program that accurately calculates direct and indirect costs. Cost recovery goals are established once these numbers are in place, and program staff should be trained on this process.

A Cost of Service Analysis should be conducted on each program, or program type, that accurately calculates direct (i.e., program-specific) and indirect (i.e., comprehensive, including administrative overhead) costs. Completing a Cost of Service Analysis not only helps determine the true and full cost of offering a program, but provides information that can be used to price programs based upon accurate delivery costs. The figure below illustrates the common types of costs that must be accounted for in a Cost of Service Analysis.



Figure 31: Types of Costs

The methodology for determining the total Cost of Service involves calculating the total cost for the activity, program, or service, then calculating the total revenue earned for that activity. Costs (and revenue) can also be derived on a per unit basis. Program or activity units may include:

- Number of participants
- Number of tasks performed
- Number of consumable units
- Number of service calls
- Number of events
- Required time for offering program/service

Agencies use Cost of Service Analyses to determine what financial resources are required to provide specific programs at specific levels of service. Results are used to determine and track cost recovery as well as to benchmark different programs provided by CPRAD between one another. Cost recovery goals are established once Cost of Service totals have been calculated. Program staff should be trained on the process of conducting a Cost of Service Analysis, and the process should be undertaken on a regular basis.

5.6.2 Current Cost Recovery

With regard to CPRAD programs, services, and events, methods to measure and track cost recovery have not been developed up to this point. It is best practice to have cost recovery goals at the core program area level, and over time, evolve into implementing cost recovery goals at the individual program level as well. The below table shows cost recovery best practices for those core program areas identified. Setting, tracking, and reaching cost recovery goals for every core program area will help the Department justify program expense and make a case for additional offerings in the future.

COST RECOVERY	
Core Program Area	Best Practice in Cost Recovery for Core Program Area
Youth	50-100%
Aquatics	50-100%
Seniors	25-75%
Sports	75-100+%
Community Events	0-50%

Figure 32: Cost Recovery Goals

As shown in the table above, cost recovery targets can vary based on the core program area, and even at the program level within a core program area. Several variables can influence the cost recovery target, including lifecycle stage, demographic served, and perhaps most important, program classification.



5.6.3 Pricing

The pricing of programs should be established based on the Cost of Service Analysis, overlaid onto program areas or specific events, and strategically adjusted according to market factors and/or policy goals.

Overall, the degree to which pricing strategies are used currently is effective in achieving variable pricing and effective revenue generation. Current pricing tactics include residency, prime/non-prime time, group discounts, market rate, and cost recovery. The pricing strategies not currently used in the program portfolio are age, family/household status, weekday/weekend rates, location, and ability to pay. These strategies are useful to help stabilize usage patterns and help with cost recovery for higher quality amenities and services.

Additionally, some of the pricing strategies used for one core program area may be useful in another area as well. Staff should continue to monitor the effectiveness of the various pricing strategies they employ and adjust as necessary within the policy frameworks that guide the overall pricing philosophies. A Fees and Charges Plan has been established to provide pricing direction to staff during program development. The Plan addresses the philosophy, terminology, indirect cost recovery for all programs, and non-resident fees to be collected as part of program pricing. It is important to continue monitoring and benchmarking against competitors and other service providers in the local market, on an annual basis. The table below details pricing methods currently in place by each core program area. Additional recommendations for strategies to implement over time can be found in the Action Plan.

PRICING STRATEGIES										
Core Program Area	Age Segment	Family/ Household Status	Residency	Weekday/ Weekend	Prime/Non- Prime Time	Group Discounts	By Location	By Competition (Market Rate)	By Cost Recovery Goals	By Customer's Ability to Pay
	Different prices offered for different ages	Different prices offered for family / household groups	Different prices for resident vs non-resident	Different prices for different days of the week	Different prices for different times of the day	Different prices for groups	Different prices at different locations	Competitors' prices influence your price	Dept. cost recovery goals influence your price	Scholarships, subsidies, discounted rates offered for low-income
Youth			X			X		X	X	
Aquatics	X	X	X		X	X		X	X	
Seniors			X						X	
Sports			X			X		X	X	
Community Events	X							X	X	

Figure 33: Current Pricing Strategies

5.7 Sponsors / Partners and Volunteers

5.7.1 Sponsors / Partners

Currently, CPRAD has a handful of partnerships with various organizations such as Parkway Schools, Chesterfield Library, CBSA, YMCA, US Fish & Wildlife Service, Rockwood Schools, St. Luke's Hospital, Central Bank, Habitat for Humanity, etc. In addition to these partners, the Department has several pool partners in operations of the Family Aquatic Center. These organizations have either verbal or written agreements with the City to assist with providing volunteers, promoting programs, sponsoring events, running programs, etc.

In order to take full advantage of all possible partnerships CPRAD has developed a focused sponsorship campaign, which can be found on the City's website. Located on the Chesterfield Parks, Recreation, and Arts homepage is a link (Sponsorship Opportunities) which directs possible sponsors to CPRAD's sponsorship guide. Here potential sponsors can find a list of all the Departments' sponsorship opportunities and their correlating benefits.

Additionally, to help garner sponsorship dollars the Department provides detailed listing of each event, the participation numbers, and user demographics which help potential sponsors to identify how well the program/event participants align with the sponsor's target market to assist in choosing the right fit for them. **The Department is implementing best practices for earned income in sponsorships and partnerships.**

These metrics can also help CPRAD evaluate its return on investment (ROI) for sponsorships / partnerships for various events.

Other recommendations for Sponsorships include:

Sponsor Recognition

Recognizing all existing or past sponsors for their support would strengthen working relationships with sponsors. Create a sponsorship brochure that highlights programs and events that need sponsors. The City should consider adding a page in the brochure thanking all of their current partners.

Tiered Sponsorship Levels - It is essential to create tiered levels of sponsorship in order to allow all potential sponsors the ability to choose the level of support they wish to exhibit.

Package Offerings - Agencies who package sponsorship opportunities tend to have a higher likelihood of selling sponsorships. Packaging sponsorship opportunities for Events as well as Signature Parks and Facilities could be a viable option to provide additional sponsor value as well. Providing sample packaging options that tie-in some signature special events with some of the smaller events would ensure that the staff up-sells events that may not be sold otherwise, while the partners receive more bang for their buck.





Crowdfunding

Crowdfunding websites such as Kickstarter.com, Mightycause.com, Indiegogo.com, etc. have extremely successful examples of public agencies that have successfully partnered and raised revenue to build or enhance parks and facilities, offer programs and even design marketing materials. The Town of Blacksburg Virginia previously raised over \$7,600 for a Mountain Biking Skills Park matching grant with the Virginia Department of Conservation and Recreation.



<https://www.indiegogo.com/projects/blacksburg-mountain-biking-skills-park>



Blacksburg Mountain Biking Skills Park

This is going to be really cool! Let's create the first Mountain Biking Skills Park in Blacksburg!

PROJECT OWNER
Town of Blacksburg
Blacksburg, United States
1 Campaign | 1 Mile
Verified Account

\$7,675 USD raised by 114 backers
38% of \$20,000 fundraising goal

♡ 🌐 🐦 🔗 📺

5.7.2 Volunteers

Volunteer Program

The City currently offers a variety of volunteer opportunities which allow residents to give back to the community. Several of these volunteer opportunities can be found in the 'Volunteer Resource Guide' listed on the City's website. Such organizations as the Boy Scouts of America, individual citizens serving on boards/committees, and Nonprofits provide volunteers to assist with various special events hosted by the City.

Volunteer Opportunities

City leaders refer to the City of Chesterfield as a "City of Volunteers" due to our residents' extensive volunteer involvement and dedication to community service. If you as an individual or your Scouting group, church group or service organization would like to volunteer to assist with needs the City may have in our parks or at events, please e-mail volunteer@chesterfield.mo.us or call 636-537-4713.

The City continually receives requests for information on volunteer opportunities within the community; due to these requests we have created a Volunteer Resource Guide. The Volunteer Resource Guide contains a listing of opportunities and direct contact information. We hope you find this resource guide useful in connecting you to community service opportunities. [City of Chesterfield Community Volunteer Resource Guide PDF](#)

If your organization would like to be included in the resource guide free of charge, please contact the Volunteer Coordinator at 636-537-4713 or at volunteer@chesterfield.mo.us

PROS encourages the City to continue its system-wide approach to volunteer recruitment and management. Ensuring streamlined procedures and standardized guidelines for volunteer management are critical to making volunteers an effective complement to paid personnel and a valuable asset in reducing operational costs. When managed with respect and used strategically, volunteers can also serve as the primary advocates for the City and its offerings.

A key part of maintaining the desirability of volunteerism in the City is developing a good reward and recognition system. The consultant team recommends using tactics similar to those found in frequent flier programs, wherein volunteers can use their volunteer hours to obtain early registration at programs, or discounted pricing at certain programs, rentals or events, or any other CPRAD functions.

Other best practices that the City should be aware of in managing volunteers include:

- Identify volunteer opportunities system-wide, develop job descriptions and acceptance conditions for volunteers (such as background checks).
- Utilize online sources such as www.volunteermatch.org to recruit volunteers.
- Develop a tracking system to quantify the number of volunteer hours according to program area and specific function and document cost savings in more detailed ways.
- Develop documented volunteer recruitment, retention, and recognition systems.
- Involve volunteers in cross-training to expose them to various departmental functions and increase their skill. This can also increase their utility, allowing for more flexibility in making work assignments, and can increase their appreciation and understanding of the City.
- Add steps to formally document resignation or termination of volunteers. Also, include ways to monitor and track reasons for resignation/termination.

5.8 Marketing Platforms

5.8.1 Marketing

This section reviews the CPRAD's marketing and promotions as gleaned from the program worksheets. The number and types of mediums used are certainly varied through the system. Developing a true branding plan to create and propagate a message that resonates will be important to maximize the effectiveness of the marketing mediums listed below.

As stated in the program assessment worksheets provided by staff, most programs are promoted via print and online program guides, the City's website, brochures and flyers, direct mail, email blasts, in-facility promotions/signage, mobile app, marquee signs, and social media. There are also some instances of paid advertisements, such as radio. Additional marketing methods that could be considered moving forward include SMS marketing, QR codes, and/or PSA announcements.

Given the limited marketing dollars available, it would be helpful for CPRAD to undertake a marketing return on investment (ROI) assessment to evaluate the effectiveness of the marketing mediums undertaken and tailor future marketing spending to focus on the most effective mediums. This could be done by ensuring every registrant and as many on-site users as possible are asked 'How did you hear about us?'. Tying the participant responses to marketing mediums would allow for a better understanding of marketing spending and enable greater effectiveness of existing ones while eliminating non-effective mediums.



Cross promoting at special events would be highly recommended. It is imperative that the CPRAD take advantage of the presence of high numbers of relative captive audience in the special event environment to promote its other offerings, programs, facilities, and rentals. Similar cross-promoting programs targeted towards the same age group audiences are highly encouraged. An example would be cross-promoting the Summer Concert Series at Movies Under the Stars, and vice versa.



5.8.2 Website

The current website is user-friendly and quick links on the CPRAD's homepage make it easy for the user to access desired information. The mobile friendly website and mobile app are both good additions and are key tools in today's society of increased smartphone utilization. The *Parks News* section is a good practice which directly drives users' attention to upcoming events, meetings, or important notifications that residents may have not previously known about.



The use of Web 2.0 technology should continue to be used. Currently, the CPRAD utilizes mediums such as Facebook, Twitter, Instagram, and YouTube but should also consider platforms such as Flickr and/or Pinterest. The key to successful implementation of a social network is to move the participants from awareness to action and creating greater user engagement. This could be done by:



- Allowing controlled ‘user generated content’ by encouraging users to send in their pictures from CPRAD’s special events or programs
- Introducing Facebook-only promotions to drive greater visitation to Facebook
- Leverage the website to obtain customer feedback for programs, parks and facilities and customer service
- Expand opportunities for Crowd-sourcing information on an ongoing basis
 - Some existing resources include www.mysidewalk.com and www.peakdemocracy.com which can be evaluated if the agency has the resources and can utilize it on an on-going basis
- Provide opportunities for Donations or Crowdfunding through websites such as
 - www.kickstarter.org / www.indiegogo.com / www.Mightycause.com
- Maximize the website’s revenue generating capabilities
- Conduct an annual website strategy workshop with the staff to identify ways and means that the website can support the CPRAD

5.8.3 Social Media Trends

Social Media users

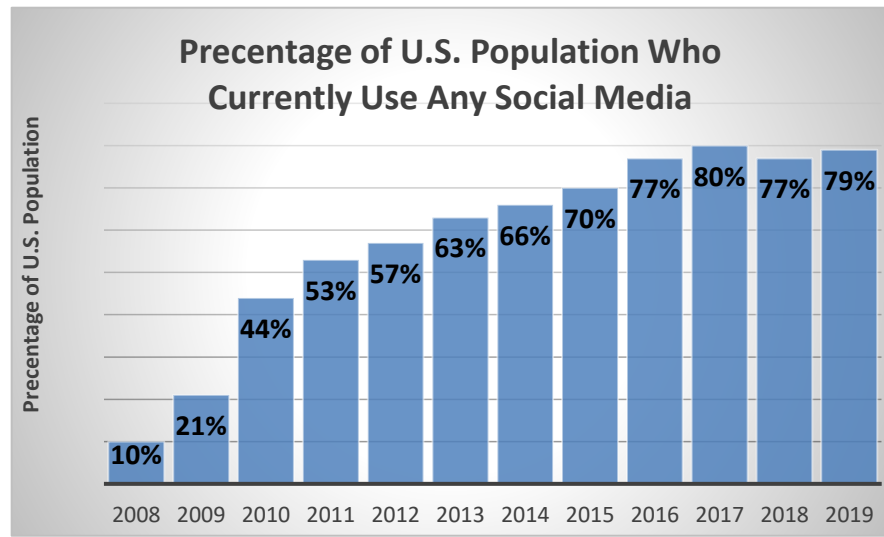
The City of Chesterfield has great use of Web 2.0 technology with Facebook, Instagram and Twitter. The key to successful implementation of a social network is to move the participants from awareness to action and creating greater user engagement. This could be done by:

- Allowing controlled ‘user generated content’ by encouraging users to send in their pictures from the City’s special events or programs
- Introducing Facebook-only promotions to drive greater visitation to Facebook
- Leverage the website to obtain customer feedback for programs, parks and facilities and customer service
- Expand opportunities for Crowdsourcing information on an ongoing basis. Crowdsourcing is use for a call out of all types of resources such as man power, volunteers, and equipment to help accomplish your set goal.
 - Some existing resources include mindmixer.com and peakdemocracy.com which can be evaluated if the Department has the resources and can utilize it on an on-going basis.
 - Crowdsourcing options could include printing program guides or developing marketing material
- Provide opportunities for donations or crowdfunding through the website. Crowdfunding is a monetary call out to complete a project or meet a goal.
 - kickstarter.org / indiegogo.com / razoo.com these sites help bring small amounts of money together to create needed capital.



Social Media Platforms

Over the last decade, social media has become one of the country's fastest growing trends. With only ten percent of the country using social media in 2008; today, an estimated seventy-nine percent of the U.S. population is currently using some form of social media. With such a large percentage of the population using these online media platforms in their daily lives, it is essential for the City to continue taking advantage of these marketing opportunities.

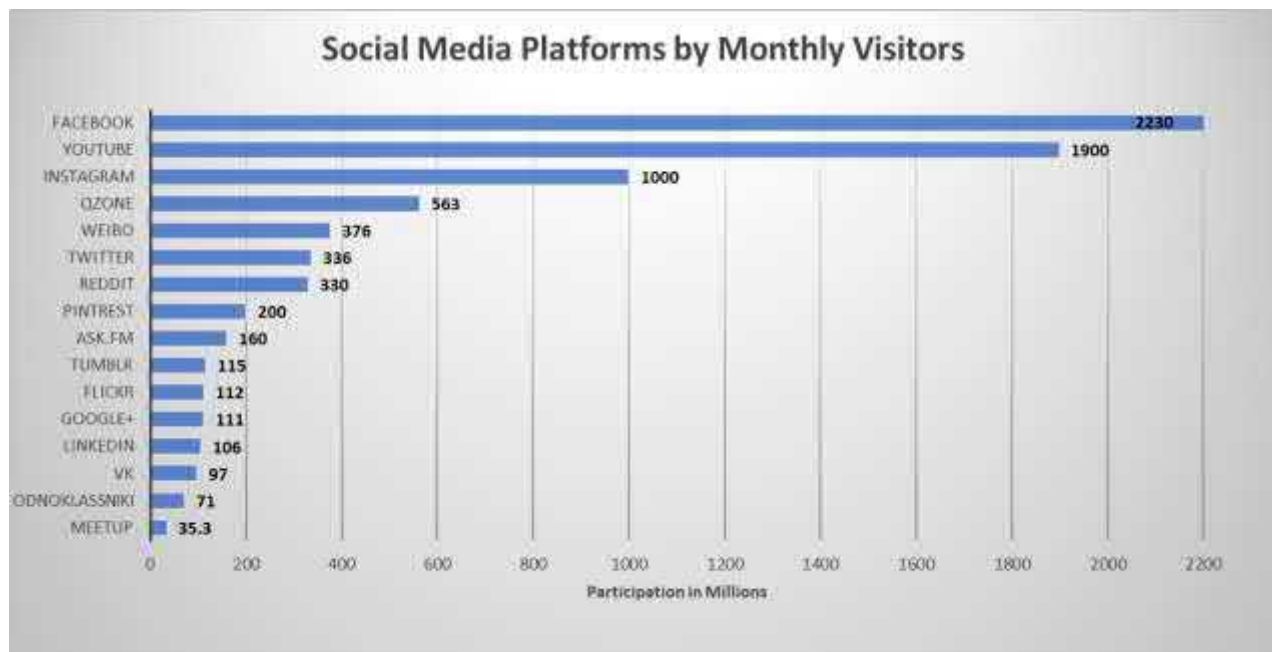


Source: <https://www.statista.com/statistics/273476/percentage-of-us-population-with-a-social-network-profile/>

Social media can be a useful and affordable tool to reach current and potentially new system users. Such platforms as Facebook, YouTube, Instagram, Pinterest, Twitter or LinkedIn are extremely popular with not only today's youth but also young and middle-aged adults.

Social Media Platforms

Below is a chart that depicts the most frequently used social media sites throughout the world. As of August 2019, Facebook stands out as the most heavily trafficked social media platform, with an estimated 2.2 billion visitors per month. With YouTube coming in second with 1.9 billion visitors per month.



Source: <https://www.dreamgrow.com/top-15-most-popular-social-networking-sites/>

Mediums Used to Access the Internet

The following image is taken directly from Statista.com depicts the number of internet users in the United States, number of available Wi-Fi locations and internet penetration in the US. Only 10% of surveyed adults state they do not use the internet in 2019. As of 2018 Statista, the United States has the largest online market in the world with 312 million users.



Source:
<https://www.statista.com/topics/2237/internet-usage-in-the-united-states/>

5.9 Customer Service and Feedback

Customer service is at the root of the success of any organization. In order to provide the best customer service, an ongoing and system-wide feedback mechanism is of vital importance and the Department's willingness to undertake an extensive customer service training initiative for its staff is a big step in the right direction.

The Department currently only offers post-program surveys to users. Moving forward, it is highly recommended that CPRAD begins incorporating user feedback, on a more frequent and consistent basis, as a key performance measure that can be tracked over time. Tools such as 'Lost Customer/User Surveys', 'In-Facility/On-Site Surveys', and 'Focus Groups' are all great customer feedback methods that can assist in effectively identifying and addressing customer issues as well as enhancing the user experience.

5.10 Conclusion

As CPRAD and its offerings continue to grow, it will be crucial for staff to ensure key metrics are being tracked and monitored on an annual basis. The Recreational Program Assessment will assist the Department in doing so. Below are some overall significant takeaways that were identified throughout the Program Assessment Analysis:

- CPRAD has identified the following as **Core Program Areas**:
 - Youth
 - Senior
 - Aquatics
 - Sports
 - Community Special Events
- **Age segment distribution** is heavily catering to programming for *Adults* (18-54) and *Youth* (12 & under). The CPRAD needs to ensure segments such as *Teens* (13-17) aren't being underserved.
- **Program Lifecycles**: Currently, the program distribution amongst lifecycle stages is rather favorable. Moving forward, CPRAD needs to make sure new programs continue to grow and eventually make their way into the Mature stage as this is the anchor of a program portfolio in achieving a stable foundation.



- The current **Program Classification** breakdown is relatively favorable, with approximately 43% of programs being identified as Essential, 5% considered to be Important, and the remaining 53% deemed Value-Added.
- The Department should utilize these classifications when generating **Cost Recovery Goals**.
- The City's existing **volunteer program** allows residents to get involved through various special events and programs. Staff should ensure volunteer opportunities are promoted and easily available to residents.
- From a **marketing and promotions** standpoint, CPRAD uses a variety of marketing methods when promoting their programs. Most common methods utilized are print and online program guides, the City's website, brochures and flyers, direct mail, email blasts, in-facility promotions/ signage, mobile app, marquee signs, and social media. It is recommended that the staff keep its marketing mix consistent throughout all Core Program Areas.



CHAPTER SIX - ORGANIZATIONAL REVIEW

6.1 Introduction

The PROS Consulting Team analyzed the internal operations of the Parks, Recreation, & Arts Department. The goal is to assess the internal operations that centered on sustainability, efficiency, and organizational alignment. The analysis is a high-level review that identifies the staffing situation of the Chesterfield Parks, Recreation & Arts Department. PROS assessed the department's structure and work practices to determine strengths, weaknesses, opportunities, and threats to success. This will include analyzing current operational processes and service delivery, comparing unit cost of services and level of productivity as well as organizational values. This assessment will be performed through on-site evaluations, completed work planning worksheets, and analysis of collected data.

The Chesterfield Parks, Recreation & Arts Department is a CAPRA Accredited Agency. This means that the documentation of standards, policies, and procedures is a best practice for the Department. While this is important, the Department wanted an outside perspective to determine if the standards and procedures are being lived day-to-day. The vast majority of policies and procedures are being utilized, referenced and ultimately drive decisions of the Department. The Department refers to planning documents and policies, as needed, when making decisions. Referencing plans, policies, and procedures is important as the foundation for decision-making, especially when considering the signature facilities, amount of services and asset preservation needed to manage the entire system. This contributes to the overall success of Chesterfield Parks, Recreation & Arts.

6.2 Workload Analysis

As part of the internal process analysis, staff were requested to provide their position/job responsibilities. By providing an individual perspective regarding work flow and process, this allows the consultant team to analyze the information based on industry best practices.

Overall, the workloads are substantial and in many cases during peak use focus can be impacted due to changes in immediate needs. This creates gaps and allows aspects of operations to fall through the cracks. These instances are minimized by the level of organization, standards and the culture. The culture of the organization is a large contributing factor to the success of the Department. Staff take full ownership of the outcomes and enjoyment of the system by the residents. While this is serious business, it does not impede staff's ability to see the humorous side of situations and make sure the public sees staff as hosts who want to ensure they have a great time at events, programs and in facilities.

The following presents the workload analysis findings separated by division.

6.2.1 Leadership & Administration

The Department has a culture of teamwork and an environment of professionalism that is led by the Director and Superintendents. This is demonstrated by leadership team meetings, ongoing communication and the good sense of ownership among staff to give a level of effort that helps keep the standard high. This leadership is also present in middle management leading frontline staff.

The City has a few signature facilities that require a significant time commitment from Leadership to maximize efficiency in operations and provide a quality experience for the community and visitors. This



includes the facility management, financial management, human resource management, risk management and associated administrative duties.

The reported work practices are largely in line with national practices for these positions. Current administrative staff are few which impacts the staff's ability to give all responsibilities enough time. In addition, the system is evolving to meet the community's changing needs and expectations, manage site specific use increases, transitioning aspects of management from outsourcing to CPRAD responsibilities, impacts of projected tax revenues, and increased maintenance of aging facilities and amenities.

The Department is adapting to the changing environment in a proactive manner dedicating time to strategic planning, data supported decisions, and prompt implementation. Additional staff would help better manage closing down projects, events and facilities with data entered into an internal work order system.

Department administration staff reported spending time on:

- Facility Management
- Financial Management
- Human Resource Management
- Risk Management
- Administrative Duties
- Community Events

6.2.2 Operations

Understandably, the maintenance division reports work practices that refer to the day-to-day operations of the department. CPRAD operates from a Maintenance Management Plan which dictates maintenance levels and frequency for different park areas. These tasks are a large part of the maintenance division's responsibility and are in line with national best practices. Additionally, there is a work order management system in place that helps manage items from the community, but is limited in the internal capacity to track and report on key performance indicators in parks and recreation maintenance practices.

The staff have defined teams, their roles, and responsibilities that help facilitate work practices. This helps manage unforeseen maintenance needs with consistent attention to changing priorities allowing the Department to shift human resources adequately. This can create pinch points towards the end of peak operations.

The maintenance division needs more personnel to allow the zone maintenance process to be implemented effectively. In addition to park and recreation responsibilities, the staff have mandated responsibilities outside their industry typical responsibilities. The scheduling system implemented drives this very efficient operation.

Communication is strong among operation teams and across divisions of the department. While the desire is there for communication and processes to be better, the existing level of communication is a large contributing factor to the effectiveness of operations. Personal preference is a larger contributing factor in the desire to have it better, rather than lack of best practices.

The team is not reactive operationally, ample time is spent to plan in advance and schedule work. The magnitude of responsibility and the expectation within the system is substantial. The high functioning

organization within operations drives efficiency to achieve outcomes that benefit the City residents and visitors.

Department maintenance staff reported spending time on:

- Day-to-day operations
- Routine maintenance
- Seasonal employee onboarding/supervision
- Seasonal projects
- Specific recurring tasks (i.e., right-of-way maintenance, event/tournament preparation, arboriculture, various facility repairs, cleaning parks/facilities)
- Public/visitor safety

6.2.3 Recreation

The Recreation division staff report work practices that align with national best practices. Recreation staff are largely responsible for creating, implementing, and evaluating department programming. The operational responsibilities of recreation facilities (CVAC, Aquatics Center) are also within recreation. Recreation services are directed by the Recreation Program Plan including market analysis, policies, procedures, finances, program objectives and future programming.

Recreation Services is evolving and there is a need to adapt to changes in participation trends, emerging new recreation trends, changes in facility use and changes to the labor force's interests in employment. It is the responsibility of recreation leadership to develop staff and oversee human resources. Hiring process is time consuming currently, but with City Employee Services expanding, it may help. New hiring process, interviews, paperwork, and promoting the positions is extensive. This contributes to administrative duties being reported as a large percentage of recreation staff's time.

The staff have defined teams, their roles, and responsibilities that help the team function and achieve defined outcomes. This effort is aided with the integration of technology. There are point of sale software for scheduling, food service and recreation services. The various software modules do not always integrate well into the City's financial software.

Currently, the division has two challenges that need to be resolved. One is the changes in sports participation across the country and locally. The Department is focusing on the trends and charting a course forward with greater focus. The second challenge is the aquatic center operation. Currently the aquatic center is operated by an outside provider. There have been discussions that bringing the operations under the Department could help enhance the service level. The resolution to both of these is to increase the capacity for the division to manage these challenges.

Department recreation staff reported spending time on:

- Program development and evaluation
- Administrative duties
- Financial processes
- Human resources



6.2.4 Arts & Entertainment

The Department became involved in the Arts within the City a few years ago. The Arts Division work practices align with national best practices. Arts staff are largely responsible for scheduling/booking, managing contracts, food service, partnerships and building the Chesterfield Amphitheater brand. The operational responsibilities also include working the 50-60 events, annually. Staff are directed by the Amphitheater Operations Plan including regulations, control policies, procedures, finances, risk management and equipment.

Arts in Chesterfield are evolving and there is an interest to create more cultural arts events and enhance opportunities in the community. Staff serve on committees and boards within the St. Louis area and are developing partnerships such as the Art Alliance. Partnerships and sponsorship are an important component to operations and maximizing the Chesterfield Amphitheater's presence in the City. The staff are intentional about the direction of the facility and the arts. The intent is to expand the system to include more celebratory events and art events.

It is the responsibility of art leadership to oversee the partnerships, sponsorships, and contracts. The relationship aspect of operations is a significant contributor to the increase in successful events at the Chesterfield Amphitheater. These relationships also cross over to include artists for exhibits that are held in City Hall. The display of art along the walls and in key focal areas provides an opportunity for visitors to appreciate the talent of local artists.

The staff have defined roles and responsibilities that help them function and achieve success with a significant amount of logistics. This effort is aided with the integration of technology. There are challenges with the infrastructure at the Chesterfield Amphitheater when it comes to internet access for ticketing and food and beverage sales.



Department recreation staff reported spending time on:

- Negotiations and booking
- Staffing
- Maintenance
- Enhancement project
- Finances
- Public art
- Administrative duties

6.3 Organizational Structure

A major aspect of the organizational review is to understand how to better organize operations that would encourage greater efficiency and forward thinking. The work conducted in this Master Plan is instructive for consulting team and helps provide a direction for the optimal organizational structure to help implement the Master Plan.

The following is the organizational structure that was in place in the Department at the beginning of the Master Plan process. Given below are some observations regarding future levels of service and staffing positions in order to help fulfil the vision of the Master Plan.

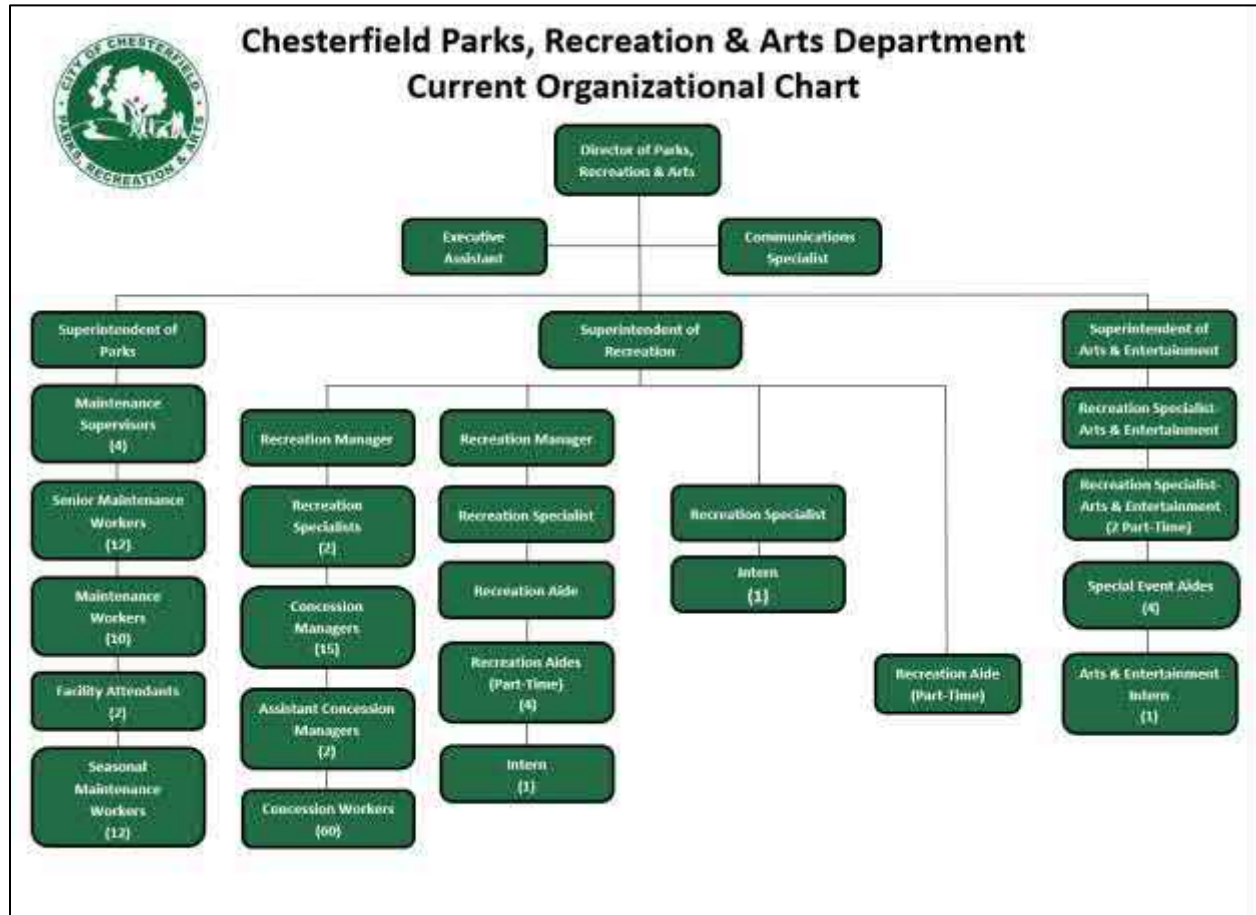


Figure 34: Chesterfield Organizational Chart

6.3.1 Existing Organizational Structure Observations

- Overall, the organizational chart is structured appropriately for the functions of the Department.
- Programming and recreation staff are **organized by core program areas and facilities creating efficiency in operations**. In many instances, these types of structures can limit cross pollination of ideas and seem to create silos. The Department meets weekly on projects, initiative and operations to alleviate this from happening. This approach functions well for the teams and the organization.



3. Job titles are consistent within divisions regarding similar duties but either in different locations or different services. Consider defining the recreation manager positions by area of responsibility (i.e. Recreation Facility Manager and Recreation Program Manager).
4. Most agencies with this type of structure, the magnitude of responsibility and number of employees will have an Assistant Director position with defined lead and assist roles for both the Director and Assistant Director.
5. A greater level of focus on the workload for sports services and recent declining trends in sports is warranted. The Department will need to increase capacity within sports services in order to have the capacity for the workload, implementation of the master plan and to research alternatives and stay ahead of changing trends.
6. There are discussions about discontinuing the outsource of operations for the Chesterfield Family Aquatic Center and bring them within the Department. This will impact the capacity of the Recreation Division. Additional staff will be needed.
7. Absence of a dotted line identifying the operational collaboration and connection between divisions.
8. Currently, similar administrative tasks of the Parks, Recreation, and Arts & Entertainment Divisions could be streamlined under an administrative position and increase capacity within Divisions.
9. As the system evolves, the Department will need to build capacity within each division.
10. The Department is very business minded with a best in class cost recovery. The level of importance and emphasis on earned income by the Department could benefit from a business development manager position. This would allow a greater level of focus to ensure consistent results. The position would work with each division and core program area to ensure decisions on new and existing services are appropriately priced and assist with seeking out sponsorship and advertising.

6.3.2 Proposed Organizational structure

The following proposed organizational structure consists of positions that were identified in the original findings as existing positions due to the proactive approach of the Department. This speaks to their agility and responsiveness. Once directions became clear, the Department did not waste any time in beginning the transition of the Superintendent of Parks to the Assistant Director of Parks, Recreation, and Arts. In addition, the operations of the Aquatic Center have been brought into the Department and positions are reflected beneath the Recreation Superintendent. Once more, the Department has promoted a Recreation Manager to Superintendent of Sports and Wellness. These transitions also included realigning support staff as identified in the organizational structure shown in Figure 39.

The Proposed organizational structure includes future positions needed to build capacity for the operations of the Department as the system evolves to include priorities identified by the citizens. The Department will continue to monitor the additions to the parks, recreation, and arts system. The Department's ability to forecast and proactively managing the impact new acres, facilities, amenities, and recreation services has on operations is important to the achieve outcomes. This proactive approach will help manage workload, resources, public expectation, and sustainability moving forward.

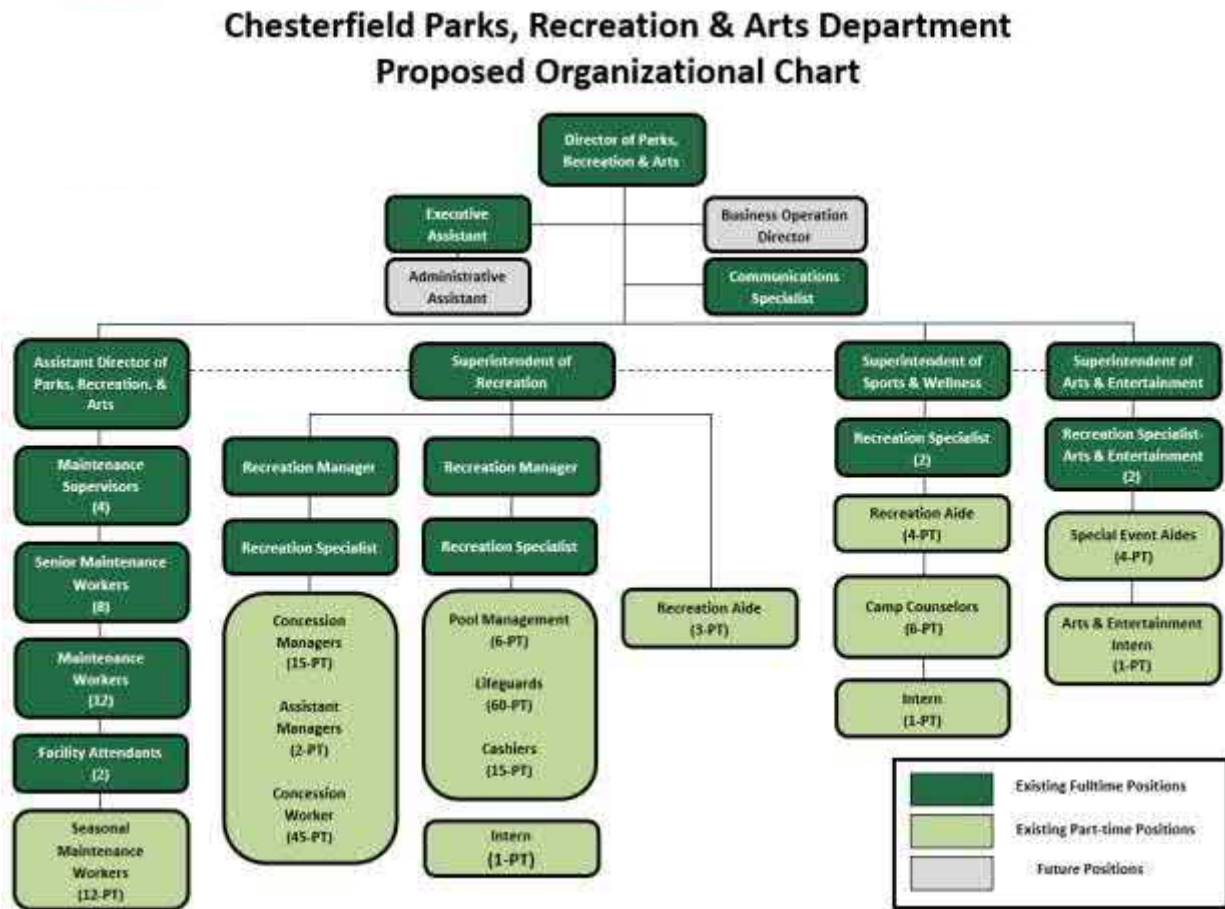


Figure 35: Proposed Organizational Chart

6.4 Conclusions

Chesterfield Parks, Recreation & Arts Department is a CAPRA Accredited Agency and demonstrates an **overall best in class management of the system**. From their signature facilities to the high level of maintenance across the entire system, **the Department demonstrate a best practices approach to parks and recreation management, as expected from the community, visitors and more importantly from the staff**. Chesterfield is an example that other parks and recreation departments in the state and region. Leadership staff serve on several boards and committees at the local and state levels. Several professionals within the industry reach out to Chesterfield when researching new opportunities, solutions to issues, and management with regular requests for their time and knowledge.

In addition to the above overall conclusion, the following provide division specific conclusions:



6.4.1 Leadership & Administration

The following conclusions for the Leadership & Administration Division are recommended to increase capacity, fill gaps and determine professional development needed:

- Consider combining part-time positions within divisions to create fulltime positions and supplement with seasonal staff to build capacity as the system evolves.
- Continue to update the organizational structure as needed.
- Additional administrative staff should be added to assist with data entry on completed events, facility's seasons end, and accounts payable/receivable for all divisions.
- Update the succession plan to account for additional positions and responsibilities added to positions and identify skill sets and training needed to step up into key leadership positions.
- The system has grown so much over the last few years a look at the roles and responsibilities of each position within each division is warranted.
- Identify and document with an annual calendar required certifications, ongoing training, and additional professional development needed for staff to enhance management of responsibilities.
- Manage workloads and goals with Leadership & Administration staff meeting quarterly to ensure sustainability and improved efficiencies.
- Conduct a study of the existing approach to safety and security of the park system and events including the feasibility of a Park Ranger Program.
- Update the succession plan to account for additional positions and responsibilities added to positions and identify skill sets and training needed to step up into key leadership positions.
- Identify current space constraints, calculate current needs, calculate future needs, and locations to develop appropriate operational spaces for personnel.
- Work with the City to develop a hiring and retention program for parks and recreation services that can free up valuable time for leadership to manage the assets and services.
- Work with the City IT Department and have ongoing discussions about Department needs, solutions, and improving technology infrastructure.

6.4.2 Operations

The following conclusions for the Operations Division are recommended to optimize efficiency, increase capacity, fill existing and anticipated gaps from system evolution, and align responsibilities and positions:

- Update management operations manuals and the maintenance management plan as the system adds new parks, facilities and amenities.
- Track time on all projects and cost to determine the best way to deliver the service as it applies to full-time employees or contractual service providers.
- Increase staffing levels to continue meeting the standards and ensure the capabilities/capacity of management is sustainable as the system evolves.
- Periodically reassess the operations and responsibilities of each position within maintenance to ensure appropriate allocation of responsibilities.
- Research and implement a web-based asset preservation and operations work order system for tracking and reporting purposes.
- Continue to research and implement when feasible new technology that drives efficiency within maintenance operations (example: the robot painter).
- Continue to replace equipment and vehicles according to the Capital Vehicle and Equipment Replacement Policy and amend the policy as needed.
- Manage workloads and goals with Operations staff meeting quarterly to ensure sustainability and improved efficiencies.

6.4.3 Recreation

The following conclusions for the Recreation Division are recommended to increase capacity, manage workloads, and align responsibilities and positions:

- Add an Athletics Superintendent to manage all sports facilities, programs and events if the operations for the Aquatic Center is brought under the Department.
- Add Aquatics Manager and appropriate support staff if the Chesterfield Family Aquatic Center is brought in house.
- Manage workloads and goals with Recreation staff meeting quarterly to ensure sustainability and improved efficiencies.
- Update job descriptions of current staff as needed or as staff are added and responsibilities shift.
- Periodically reassess the operations and responsibilities of each position within maintenance to ensure appropriate allocation of responsibilities.

6.4.4 Arts & Entertainment

The following conclusions for the Arts & Entertainment Division are recommended to increase capacity, manage workload and enhance the arts and entertainment offerings:

- Manage workloads and goals with Arts & Entertainment staff meeting quarterly to ensure sustainability and enhanced efficiencies.
- Update job descriptions of current staff as needed or as staff are added and responsibilities shift.
- Periodically reassess the operations and responsibilities of each position within maintenance to ensure appropriate allocation of responsibilities.
- Increase staffing levels in Arts and Entertainment to continue meeting the standards and ensure the capabilities/capacity of management is sustainable as the Division enhances services including cultural arts programming, art competitions and performances/events.





CHAPTER SEVEN - FINANCIAL ANALYSIS AND FUNDING

7.1 Introduction

The section of the report presents the financial assessment of City of Chesterfield Parks, Recreation and Arts Department as a part of the City of Chesterfield Parks, Recreation and Arts Comprehensive Master Plan. As a key element of the Master Plan, available information was reviewed to assess the financial situation of the Department. The revenues, expenditures and capital funds were analyzed to identify trends and assess the Department's financial integrity. The cost recovery for facilities, programs, and services at major functional levels has been analyzed to access the cost of service readiness.

7.1.1 Data Reviewed

The PROS Team reviewed the detailed cost and activity information prepared by the Department staff. The following documents were analyzed to assess the financial situation of the Department:

- Department budget reports for fiscal years 2014 through 2018
- City CAFR for fiscal years 2013 through 2017
- Fees and Charges Plan 2017
- Five-Year Capital Budget

7.2 Financial Analysis

7.2.1 Revenues

The revenues for fiscal years 2014 through 2018 are shown in **Figure 40**. Over the analysis period, total revenues are flat with a 6% increase in 2015 and decreases in other years. Sales Tax revenues decreased by 2% over the analysis period. The Charges and Fees increased by 18%. The revenues have not kept up with inflation and other cost increases.

Fiscal Year:	2014	2015	2016	2017	2018
REVENUES					
Sales Taxes	\$6,977,481	\$7,121,200	\$7,228,099	\$6,842,838	\$6,812,227
Charges and Fees	1,608,976.18	1,709,156.09	1,807,944.25	1,895,359.04	\$1,900,534
Grants	166,443.49	266,386.01	28,392.32	19,080.00	\$0
Transfers In	-	100,000.00	-	-	\$0
Contributions	31,136.00	79,930.75	22,920.00	57,942.84	\$37,676
Interest	1,288.20	54.75	(1,517.42)	27,212.56	\$53,922
Miscellaneous	15,630.65	71,470.38	82,915.12	25,760.07	\$18,215
Total Revenues	\$8,800,956	\$9,348,198	\$9,168,753	\$8,868,193	\$8,822,574
Annual Change		6%	-2%	-3%	-1%
Cummulative Change		6%	4%	1%	0%
Annual Increase in Sales Tax Revenues		2%	2%	-5%	0%
Cummulative Increase in Sales Tax Revenues		2%	4%	-2%	-2%
Annual Increase in Charges and Fees		6%	6%	5%	0%
Cummulative Increase in Charges and Fees		6%	12%	18%	18%

Figure 36 - Total Revenues

The revenues shown in the **Figure 41** indicates that the Department has a relatively consistent revenue mix during the study period. The percent of earned income to total revenues ranged from -18% to 22%.

PROS generally find that earned income provides 40% to 60% of funding for similar agencies. The Chesterfield Parks, Recreation & Arts Department revenue mix is primarily different in that the Department funds 100% of its operations. Most agencies cannot fund debt service requirements from Department revenues. Many similar agencies are capable of funding capital improvements. The percent of total revenues from Charges and Fees are reasonable given the total financial circumstances of the Department.

Fiscal Year:	2014	2015	2016	2017	2018
REVENUES					
Sales Taxes	79%	76%	79%	77%	77%
Charges and Fees	19%	18%	20%	21%	22%
Grants	2%	3%	0%	0%	0%
Transfers In	0%	1%	0%	0%	0%
Contributions	0%	1%	0%	1%	0%
Interest	0%	0%	0%	0%	1%
Miscellaneous	0%	1%	1%	0%	0%
Total Revenues	100%	100%	100%	100%	100%

Figure 37 - Percent of Total Revenue by Category

7.2.2 Operating Expenditures

Figure 42 shows the historical expenses from fiscal year ending 2014 through 2018.

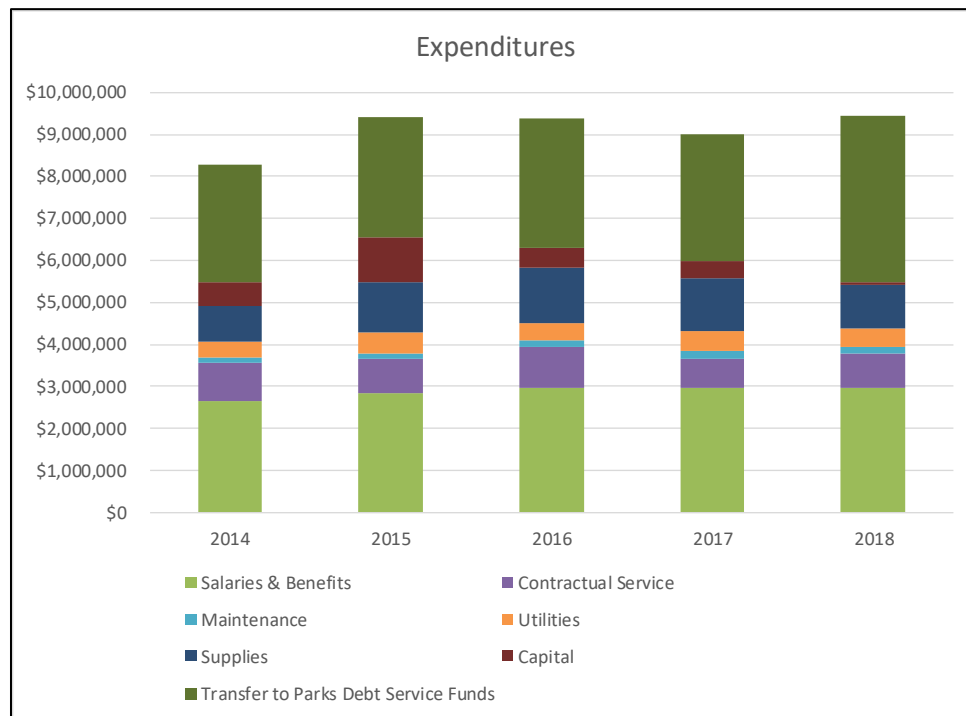


Figure 38 - Expenditures



The total expenditures for fiscal years 2014 through 2018 have increased by 14% from \$8.3 million in 2014 to \$9.5 million in 2018 as shown in Figure 43.

The Capital expenditures and Debt Service Transfers compared to total expenditures have increased by 15% over the analysis.

Fiscal Year:	2014	2015	2016	2017	2018
EXPENDITURES					
Salaries & Benefits	\$2,655,429	\$2,831,429	\$2,973,373	\$2,971,241	\$2,977,192
Contractual Service	\$911,648	\$823,386	\$978,095	\$685,499	\$665,775
Maintenance	\$112,370	\$141,835	\$158,120	\$176,242	\$178,924
Utilities	\$393,987	\$476,058	\$405,753	\$494,829	\$502,146
Supplies	\$837,582	\$1,208,220	\$1,301,046	\$1,249,742	\$1,065,849
Capital	\$581,008	\$1,065,205	\$468,043	\$409,880	\$178,161
Transfer to Parks Debt Service Funds	\$2,800,149	\$2,866,706	\$3,093,681	\$3,031,521	\$3,945,683
Total Expenditures	\$8,292,174	\$9,412,840	\$9,378,111	\$9,018,954	\$9,513,730
Annual Total Change		14%	0%	-4%	5%
Cummulative Total Change		14%	13%	9%	15%
Annual Salaries & Benefits		7%	5%	0%	0%
Cummulative Salaries & Benefits Change		7%	12%	12%	12%
Annual Operations & Maintenance		17%	7%	-8%	-7%
Cummulative O&M Change		17%	26%	16%	7%
Annual Capital Change		83%	-56%	-12%	-57%
Cummulative Capital Change		83%	-19%	-29%	-69%
Annual Debt Service Transfer Change		2%	8%	-2%	30%
Cummulative Debt Service Transfer Change		16%	-9%	-3%	20%
Percent of Capital and Debt Service to Total Expenditures		16%	5%	2%	22%

Figure 39 - Operating Expenditures

7.2.3 Capital Development

The City has funded significant capital improvements through debt issues. The first is the Parks 1998 issue with a partial refunding 2008. The other debt is through Certificates of Participation in 2008, 2013, 2014 and 2016.

7.2.4 Revenues and Expenditure Trends

The total revenues and expenditures have increased over the five-year period as shown in **Figure 44**. The gap between revenues and expenditures shows an increasing rate. This indicates that the Department may need to increase charges and fees, cut program costs or defer maintenance in future years. This will become necessary when the minimum wage increases.

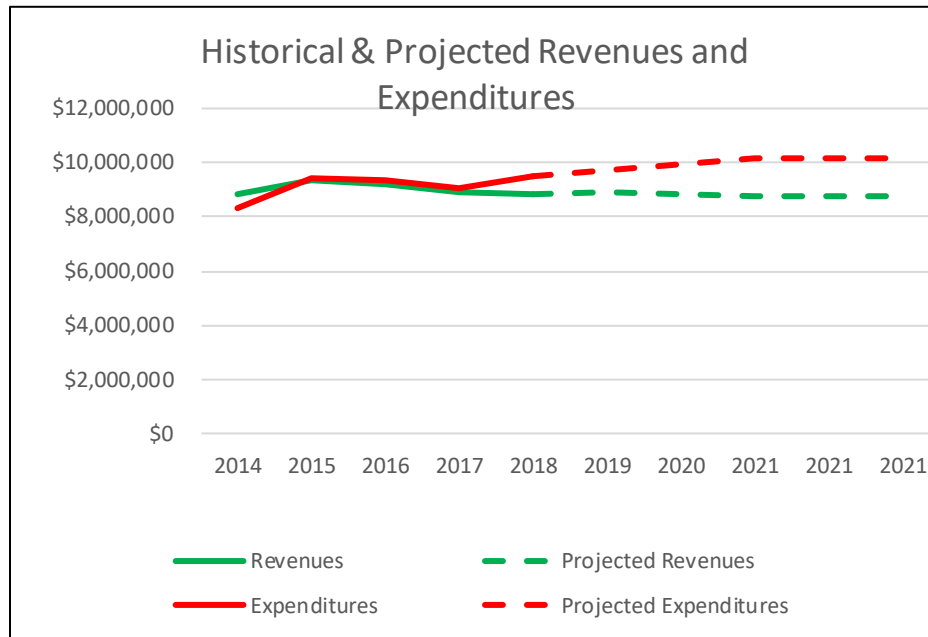


Figure 40 - Revenues and Expenses Trends

7.2.5 Cost Recovery from Charges, Fees, Interest & Other Earned Income

The industry best practices are 35- 40% for cost recovery from revenues other than taxes for similar park and recreation agencies. Non-Tax Revenues, which exclude revenues from taxes, have averaged 62% over the analysis period. **Figure 45** shows that the cost recovery from non-tax revenues ranges from 49% to 66% of the total operating expenditures and transfers. **The Department demonstrates a best in class cost recovery.** A strong cost recovery will provide quality programs and facilities for the current and future users. The cost recovery is exceptional concerning the Department is funding its own debt. Few agencies are capable of funding their debt service and capital development.

	2013	2014	2015	2016	2017	2018
Charges, Fees, Interest & Other Earned Income	\$4,104,924	\$5,308,377	\$6,251,190	\$6,046,580	\$5,667,521	\$6,206,304
Total Operating Expenditures	\$8,435,026	\$8,292,174	\$9,412,840	\$9,378,111	\$9,018,954	\$9,513,730
User Fees, Interest & Other Earned Income						
Over (Under) Total Operating Expenditures	(\$4,330,102)	(\$2,983,797)	(\$3,161,650)	(\$3,331,530)	(\$3,351,433)	(\$3,307,426)
Cost Recovery from Earned Income	49%	64%	66%	64%	63%	65%

Figure 41 - Cost Recovery from Non-Tax Revenues

7.2.6 Chesterfield Valley Athletic Complex

The revenues and expenditures for the Chesterfield Valley Athletic Complex (CVAC) operations for fiscal years 2014 through 2018 are illustrated below in **Figure 46**. This figure also includes direct revenues and expenditures. The cost recovery is shown for operating and maintenance costs and total costs which includes capital expenditures. CVAC has a cost recovery rate of 71% to 83% over the analysis period.



Chesterfield Valley Athletic Complex (CVAC)	2014	2015	2016	2017	2018	Percent Change Between 2014 and 2018
REVENUES						
CVAC Concessions	652,322.14	650,992.35	667,271.25	677,858.15	683,533.28	
CVAC Rentals	468,401.75	510,713.12	520,103.05	490,545.00	451,531.10	
Total Revenues	\$1,120,723.89	\$1,161,705.47	\$1,187,374.30	\$1,168,403.15	\$1,135,064.38	1.3%
OPERATING EXPENSES						
Personal Services	576,274.00	596,375.00	643,251.00	639,536.00	647,014.00	
Contractual Services	654,082.00	717,270.00	704,858.00	828,140.00	797,223.00	
Supplies	126,844.00	124,137.00	123,761.00	118,609.00	96,169.00	
Capital Outlay	-	-	6,000.00	60,000.00	4,000.00	
Total Expenses	\$1,357,200.00	\$1,437,782.00	\$1,477,870.00	\$1,646,285.00	\$1,544,406.00	13.8%
Net Income	(\$236,476.11)	(\$276,076.53)	(\$290,495.70)	(\$477,881.85)	(\$409,341.62)	73.1%
Cost Recovery	83%	81%	80%	71%	73%	

Figure 42 - Chesterfield Valley Athletic Complex Cost Recovery

The CVAC cost recovery for CVAC has decreased over the analysis. The Department should consider adjusting the charges and fees to maintain the strength of the complex.

7.2.7 Central Park - Aquatic Center

The revenues and expenditures for the Chesterfield Family Aquatic Center (CFAC) operations for fiscal years 2014 through 2018 are illustrated below in **Figure 47**. This figure includes direct revenues and expenditures. The cost recovery is shown for operating and maintenance costs and total costs which includes capital expenditures. CFAC – aquatic center cost recovery is 54% to 65% over the analysis period.

Central Park - Pool	2014	2015	2016	2017	2018	Percent Change Between 2014 and 2018
REVENUES						
Central Park Concessions - Pool	312,143.00	336,049.37	351,304.71	339,354.88	319,612.43	
Total Revenues	\$312,143.00	\$336,049.37	\$351,304.71	\$339,354.88	\$319,612.43	2.4%
OPERATING EXPENSES						
Personal Services	331,156.00	359,817.00	359,603.00	295,202.00	318,665.00	
Contractual Services	192,940.00	218,204.00	222,797.00	220,949.00	265,991.00	
Supplies	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	
Capital Outlay	-	-	-	-	-	
Total Operating Expenses	\$532,096	\$586,021	\$590,400	\$524,151	\$592,656	
Net Income	(\$219,953.00)	(\$249,971.63)	(\$239,095.29)	(\$184,796.12)	(\$273,043.57)	24.1%
Cost Recovery	59%	57%	60%	65%	54%	

Figure 43 - Central Park - Pool Cost Recovery

The Chesterfield Family Aquatic Center – Aquatic Center **cost recovery is better than typical municipal operations** based on PROS experience. The Department should continue to monitor the charges and fees to maintain the strength of the complex.

7.3 Central Park - Amphitheater

The revenues and expenditures for the Central Park – Amphitheater operations for fiscal years 2014 through 2018 are illustrated below in **Figure 48**. This figure includes direct revenues and expenditures. The cost recovery is shown for total costs. **The cost recovery for Central Park - Amphitheater has increased over the analysis period to 69%.**

Central Park - Amphitheater	2014	2015	2016	2017	2018	Percent Change Between 2014 and 2018
REVENUES						
Central Park Concessions - Amphitheater	38,016.24	87,920.54	153,906.34	259,272.76	321,378.05	
Total Revenues	\$38,016.24	\$87,920.54	\$153,906.34	\$259,272.76	\$321,378.05	745.4%
OPERATING EXPENSES						
Personal Services	136,319.00	266,942.00	327,822.00	427,361.00	405,666.00	
Contractual Services	49,669.00	41,661.00	56,959.00	77,798.00	51,484.00	
Supplies	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	
Capital Outlay	-	-	-	-	-	
Total Operating Expenses	\$193,988	\$316,603	\$392,781	\$513,159	\$465,150	
Net Income	(\$155,971.76)	(\$228,682.46)	(\$238,874.66)	(\$253,886.24)	(\$143,771.95)	(7.8%)
Cost Recovery	20%	28%	39%	51%	69%	

Figure 44 - Central Park Operations

The Central Park - Amphitheater operations obtained an anticipated cost recovery in 2018. These Chesterfield Amphitheater numbers are not exclusive and also in the Arts as well. **The intentional efforts of the staff are maximizing the Chesterfield Amphitheater both in revenue generation and in community benefit.** The Department should continue to monitor the charges and fees to move the cost recovery nearer 100% to maintain the quality the amphitheater.

7.3.1 Financial Assessment Summary

The City of Chesterfield Parks, Recreation & Arts Department is in a sound financial position with respect to operating revenues and expenditures, and fund balances.

The use of Park Sales Tax **revenues demonstrates the City's desire to develop, operate, and maintain the system's assets** to the maximum potential life.

The **total revenues are consistently more than the expenditures which indicate sound financial planning** with respect to financial strength.

The Department should continue to monitor charges and fees to address expenditures increasing faster than the revenues.

At some point in the future, the Department will need additional resources to maintain the quality of the facilities and infrastructure as the assets begin to age.

Nationally, many park and recreation systems have been neglected in recent years due to the lack of economic resources. **The Department has been fortunate to weather changing economic periods with a relatively strong position.** Continued success for these operations will be dependent on being attuned to customer expectations, closely monitoring operating expenses, investing in necessary capital repairs and replacements, and making pricing adjustments as appropriate.



7.4 Funding Strategies

The following sources are financial options that the City of Chesterfield either currently implements or to consider in supporting the recommendations outlined in the Comprehensive Master Plan. Some of these funding sources are already in use by the City. This list is intended to serve as a resource to fit a variety of projects, operational needs, or partner-specific initiatives as well as provide inspiration in considering other strategies beyond these suggestions. The full list with descriptions can be found in the Appendix.

7.4.1 Funding Strategies - Current and Explore for Feasibility

The City currently implements several funding strategies and will explore additional resources as needed to maintain, operate and develop the park system. In **Figure 49**, it is evident that the City has explored opportunities, as needed to create a City that residents would be pleased to call home and businesses would be equally pleased to locate.

City of Chesterfield Revenue and Funding Strategies					
City Currently Implements					
External Funding Sources	Capital Funding Sources	User Fees	Grants	Tax Funding Source	Franchises & Licenses
Corporate Sponsorship		Fees and Charges	Land and Water Conservation Fund (LWCF)	Sales Tax	Catering Permit Services
Partnerships		Reservations	Recreational Trails Program		Pouring Rights
Foundations / Gifts		Equipment Rental	MRPA Scholarship Program		Concession Management
Friends Groups		Ticket Sales / Admissions	Local Nonprofit Foundation Grants		Private Concessionaires
Volunteerism			Partnership Enhancement Monetary Grant Program		Easements
Special Fundraisers					Advertising Sales
					Interlocal Agreements
City to Explore Feasibility					
External Funding Sources	Capital Funding Sources	User Fees	Grants	Tax Funding Source	Franchises & Licenses
Crowdfunding	Capital Fees	Special Use Permits	NRPA Grant & Funding Resources	Hotel / Motel Tax	Greenway Utility
Conservancies	Impact Fees / Retail Impact Fees	Recreation Service Fees	Land Trust	Special Improvement District	Naming Rights
Private Donations	Development / Redevelopment Fees			Food & Beverage Tax	Leasebacks
Irrevocable Remainder Trusts					Land Leases

Figure 45: City of Chesterfield Revenue & Funding Strategies

In addition to the above strategies to fund system improvements and enhancements, the Department has a sizable amount of debt service alleviated in 2025, as seen in **Figure 50**.



EFFECTIVE Debt Service - Principal & Interest INCLUDES PREPAID DEBT TRANSFERS IN				
Year	Capital Improv Sales Tax - R&S	General Fund - City Hall Debt	Parks Sales Tax Fund	TOTAL
2017	\$1,889,050	\$1,571,763	\$2,954,629	\$6,415,442
2018	\$1,937,300	\$1,597,500	\$3,008,121	\$6,542,921
2019	\$1,884,819	\$1,630,000	\$3,008,121	\$6,522,940
2020	\$0	\$1,657,500	\$3,008,121	\$4,665,621
2021	\$0	\$1,485,000	\$3,008,121	\$4,493,121
2022	\$0	\$0	\$3,008,121	\$3,008,121
2023	\$0	\$0	\$3,008,121	\$3,008,121
2024	\$0	\$0	\$3,446,128	\$3,446,128
2025	\$0	\$0	\$3,525,928	\$3,525,928
2026	\$0	\$0	\$932,528	\$932,528
2027	\$0	\$0	\$933,978	\$933,978
2028	\$0	\$0	\$936,673	\$936,673
2029	\$0	\$0	\$968,275	\$968,275
2030	\$0	\$0	\$964,350	\$964,350
2031	\$0	\$0	\$751,900	\$751,900
	\$5,711,169	\$7,941,763	\$33,463,112	\$47,116,044

Figure 46: City of Chesterfield Effective Debt Service

CHAPTER EIGHT - CAPITAL IMPROVEMENT PROJECTS (CIP)

8.1 Introduction

The Chesterfield community has been extremely supportive of the Department over the years as is reflected in the dedicated funding source (i.e. ½ Cent Park Sales Tax) that exists and participation generating revenues. In addition to the community support, the **Department has received over \$2,728,053 in grants and contributions**. This demonstrates the Department's focus and efforts on alternative funding to complement existing funding sources. Details of existing funding sources and potential funding sources for future projects are in Section 8.3 to follow. These have provided resources for the Department to fund the construction, operations, maintenance of active and passive parks (541.39 acres), trails (16.06 miles), right-of-way and medians (7.53 linear miles totaling almost 28 acres), signature facilities (Amphitheater and Aquatic Center), three playgrounds, athletic fields and courts (43), park shelters and pavilions (11), and a large variety of recreation programs.

The work items identified in the CIP are beyond the scope of the Department's normal maintenance and operating budget, covering non-routine major maintenance such as replacement, refurbishing, renovations, etc. Additionally, the plan establishes an implementation strategy to handle liabilities, correct high maintenance areas and allows for an ongoing preventative maintenance program. While the period of focus is five years, an extended look out 10 years was used to identify projects in order to ensure the Department continues to keep pace by anticipating future needed improvements and development.

8.1.1 Approach to the Capital Improvement Projects (CIP)

The approach to developing the CIP is a three-tier plan that acknowledges the current fiscal realities, potential changes to current funding, acquiring alternative funding sources, and the importance of continued philanthropic community support. Each tier is defined below and also reflects different assumptions about available resources.

- **Critical Projects** prioritizes spending within existing budget targets. The intention of this alternative is to refocus and make the most of existing resources with the primary goal being for the Department to maintain the level of service. The actions associated with this fiscally responsible approach addresses current maintenance needs and anticipated maintenance at existing parks and facilities and will be funded through existing funding sources and alternative funding when available.
- **Sustainable Projects** describes the extra services or capital improvement that should be undertaken when additional funding is available. This includes strategically enhancing existing capital assets that would require additional operational or capital funding. In coordination with the City Administrator's Office and Council, the Parks, Recreation & Arts Department should evaluate and analyze potential sources of additional revenue, including but not limited to partnerships, naming rights, recreation and program revenues, grants, and capital bond funding if appropriate, when existing debt service is retired in the future.
- **Visionary Projects** represents the complete set of services and facilities identified by the community. It is a long-range look at the level of service and lifecycle replacement to address



future needs and deficiencies. In this Master Plan, the Visionary Projects address aging facilities to make improvements in operational effectiveness and the overall sustainability of the park and recreation system. Funding for visionary projects would be derived from partnerships, private investments and capital bond funding if appropriate, when existing debt service is retired in the future.

This **fiscally responsible approach** to the Capital Improvement Projects comes from the City's monitoring of existing financial and capital asset conditions. The Chesterfield Parks, Recreation & Arts Department's system has matured, with several new developments that are still in progress, and there are trends indicating there will be more future growth. In addition, the City's population is expected to increase in the near future, placing even more demands on our existing parks and recreation system and level of service. These factors have important budgetary implications. Over the past several years, the Department has experienced an increase in maintenance and operation demands. Once parks age, they will be more labor intensive by design and condition, and liability issues will become a significant maintenance and operation concern. Furthermore, as parks age, they may not meet the public's expectations for recreational use or aesthetics. This will have a causal effect on the heavy use of new parks and facilities, requiring them to experience increased maintenance needs.

8.2 Capital Improvement Projects

The following section provides one with a sense of the scale of repair, renovation and/or replacement needs within the parks system. However, it **should not be interpreted as an identifier of projects to be scheduled** by the Department during that time frame because the department will address only projects that have been funded. If a component needs repair, renovation, and or replacement, it has been specified by a cost figure for that year in **Table 4: Five-Year Capital Improvement Project Prioritization**. The timing for projects has been selected using data from routine monitoring and inspections. However, it is important to understand that the CIP must be flexible in order to shift projects to meet changing needs.

Along with each tier is an explanation of the proposed repair, renovation, and/or replacement needs, as well as the key code that identifies which criteria apply to the project. Please note that as costs are projected into upcoming years, specific projects become more ambiguous and difficult to accurately identify. Although, the Department's continued commitment to preventative maintenance will be necessary to continue the level of service the community has come to expect. Past data demonstrates that community needs can change, resulting in the modification of projects. Furthermore, park development continues throughout our park system annually. These factors result in increased repair, renovation and/or replacement needs and **reinforce the need for flexibility in the identified projects**.

CRITERIA CODE KEY

- A – Aesthetics
- C – Conservation
- E – Enhancement – Enhancement of an existing feature
- F – Function
- I - Structural Integrity
- N – New – New addition to a park or facility
- R - Replacement – Replacement of an existing feature
- RM – Risk Management Issues

Based on the factors for identifying projects, each tier is provided in the tables below.

8.2.1 Critical Projects - Maintaining What We Have

This section outlines the projects that focus on the repair of existing parks, facilities, and amenities.

- Central Park Amphitheater Steps and Fencing is being addressed as needed from regular inspections. For this reason, no dollar amount is allocated to this project.
- Central Park Aquatic Center has a pool that need repair and has a fundable project and is designated in the CIP Prioritization in Table 4.
- Eberwein Trail Paving has been identified as a fundable project and is designated in the CIP Prioritization in Table 4.
- Central Park Playground Unit and Surfacing has been identified as approaching lifecycle replacement. While this project has an identified dollar amount, the Department has been exploring grants that could cover a significant portion of the project and plans to apply. The Department continues to inspect the playground and these inspections may lead to this project changing the year in which it is planned to be addressed through the efforts from the preventative maintenance program.
- Chesterfield Valley Athletic Complex Playground Unit and Surfacing has been identified as approaching lifecycle replacement and enhancement. While this project has an identified dollar amount, the Department has been exploring grants that could cover a significant portion of the project and plans to apply. The Department continues to inspect the playground and these inspections may lead to this project changing the year in which it is planned to be addressed through the efforts from the preventative maintenance program.

Table 1: Critical Projects

CRITICAL PROJECTS				
Location	Facility / Amenity / Infrastructure	Project	Criteria Code	Source of Need
Central Park	Amphitheater	Steps/Fencing	Structural Integrity	Inspection of integrity from initial identification
Central Park	Pool	Pool repair	Structural Integrity	Inspection of integrity from initial identification
Eberwein Park	Trail	Trail Paving	Function	Inspection of integrity for extended use from initial identification
Central Park	Playground	Playground Unit & Surfacing	Replacement	Existing Capital Improvement Plan and regular inspections
Chesterfield Valley Athletic Complex	Playground	Playground Unit & Surfacing	Replacement	Regular Inspections



8.2.2 Sustainable Projects - Improving What We Have

Options described in this section provide the extra services or capital improvement that could be undertaken when additional funding is available to meet need(s) with a focus on enhancements or component replacement to existing facilities.

- Central Park Amphitheater Concession/Vendor Plaza has been identified as an enhancement that could add value to the venue and events held within.
- Chesterfield Valley Athletic Complex Sports Field Turf has been identified as an enhancement that could add value to the park and uses. This could increase field use and decrease maintenance cost, decrease cancelled games, and alleviate challenges from unplayable fields due to weather. The City plans to seek donations, partnerships, and sponsorship to help fund this enhancement.
- Central Park Aquatic Center Facility Improvements are anticipated as the facility continues to age. The Department regularly monitors the condition of the facility. The preventative maintenance program helps extend the life of this facility. The Department will need to determine the best approach moving forward as the lifecycle of the facility is reached.
- Chesterfield Valley Athletic Complex Sports Field Lighting upgrades to LED will be based on the usage, any utility incentives, inspections, and the return on investment from upgrades.

Table 2: Sustainable Projects

SUSTAINABLE PROJECTS				
Location	Facility / Amenity / Infrastructure	Project	Criteria Code	Source of Need
Central Park	Amphitheater	Concession/Vendor Plaza	Enhancement	Consultant Operational Observations
Chesterfield Valley Athletic Complex	Sports Fields	Turf Fields	Enhancement	Public Input
Central Park	Aquatic Center	Facility	Renovation / Replacement	Within the Lifecycle Replacement Years
Chesterfield Valley Athletic Complex	Sports Fields	Lighting	Enhancement	Public Input

In addition to the above identified projects, the City is keeping a pulse on potential enhancements projects that could potentially add value to the customer experience. These projects are additional premium seating at the Amphitheater, refuse relocation, additional pavilions, trail lighting, and paving of the gravel parking lot at the Chesterfield Valley Athletic Complex. The Department will include these projects as resources become available.

8.2.3 Visionary Projects

Visionary Projects have been identified for continued monitoring and preparation to help the Department be in the best financial position to address when anticipated. These projects are being monitored to address in the years 2025-2029. This best practice of forecasting and planning to address capital needs is a strength that has helped the City position itself as one of the most desirable places to live, work and play, in the Greater St. Louis Area. The City continues to demonstrate very intentional fiscal management approach with the potential capital cost coinciding with debt service beginning to be alleviated in 2025.

Visionary Projects are recommendations described in this section that represent the complete set of services and facilities desired by the community. It is fiscally constrained but can help provide policy guidance by illustrating the ultimate goals of the community, and by providing a long-range look to address future needs and deficiencies. The following new development projects have been identified as relevant to the interests and needs of the community and are relevant to the City's focus when additional funding is available. Each of these projects require significant planning, resource allocation and City Council approval before any action can be taken.

The following Visionary Projects make up the list within the Extended Capital Improvement Projects:

Parkland

The current parkland level of service for the Chesterfield is 16.71 developed acres per 1,000 residents. As the population continues to grow, it is anticipated that the City will need an additional 18 acres of parkland to maintain the current level of service. In order to continue providing the level of service, the City remains open to consider land purchase, land lease, and donation. Land in Chesterfield comes at a premium price and there are sections in the community where available land is scarce. Ultimately, the acquisition of land will have to be considered by the City Council and formally approved in order to add it to the current parkland amount.

Trails

The current trail level of service for the residents is 0.27 miles per 1,000 residents. Future population growth will require that the City acquire an additional 16 miles of trails to provide the level of service to meet residents' needs. The community survey results demonstrate the large population segment appeal for trails. The Priority Investment Rating from the survey shows walking and biking trails as the highest priority. Land acquisition or easements will be needed in some instances to develop trails, adding to the cost of the project.

Commons

Indoor gathering spaces were identified by the respondents of the community needs assessment as a priority that would allow the Department to develop more year-round parks and recreation services within dedicated spaces. These spaces would allow for the Department to add value to existing services and provide multi-generational spaces. Chesterfield has an aging population and development of spaces that specifically deliver services to seniors would be beneficial given the success and growth of senior programming. A feasibility study should be done to keep consistent with fiscal management approaches. Ultimately, the development of indoor spaces will have to be considered by the City Council and formally approved.



Visionary Projects are recommendations described in this section represent the complete set of services and facilities desired by the community. It is fiscally constrained but can help provide policy guidance by illustrating the ultimate goals of the community, and by providing a long-range look to address future needs and deficiencies. The following new development projects have been identified as relevant to the interests and needs of the community and are relevant to the City's focus when additional funding is available. Each of these projects require significant planning, resource allocation and City Council approval before any action can be taken.

Land for future parks is going to be a challenge as there are fewer and fewer undeveloped parcels near residential areas available for acquisition. The City will continue to entertain opportunities as they become available. The City plans to explore all funding to acquire land.

Trail connectivity is a future project identified through community input and existing plans. Trail projects can take some time to develop, especially if the City does not own the land needed to construct the trail. The Department will continue to look at all options afforded to acquire land and/or access land for trail development.

Indoor recreation space is a future project identified through public input that would assist the Department in year-round programs and services that are dedicated to parks and recreation uses. This would dramatically enhance the department's ability to provide programs identified as a priority from the community needs assessment, see section 3.5.8 for the Recreation Program Priority Investment.

Table 3: Visionary Projects

VISIONARY PROJECTS				
Location	Facility / Amenity / Infrastructure	Project	Criteria Code	Source of Need
TBD	Land	Community Park / Neighborhood Park	New	Public Input, Level of Service and Equity Mapping
TBD	Trails	Develop Connectivity	New	Public Input, Level of Service and Equity Mapping
TBD	Commons	Develop Indoor Recreation Space	New	Public Input

8.2.4 Capital Improvement Project Prioritization

The cost of Capital Improvement Projects identified total \$1,004,948. The Department will be applying for grants and accepting donations to complete these projects. The earned income, if fully realized will contribute over \$849,000 leaving the Department with \$155,948 to fund the CIP. This is within the means of the Department under the current fiscal condition. The Department is always looking to expand its capabilities with earned income and create opportunities to address existing identified projects sooner or add other projects to the list as funding becomes available.

Table 4: Five-Year Capital Improvement Projects Prioritization

Parks and Recreation Department Five-Year CIP Prioritization											
Annual Funding	2021		2022		2023		2024		2025		5-Year Total
Park Site	Description	Allocation	Description	Allocation	Description	Allocation	No Capital Improvement Projects planned for this year	Description	Allocation		
Central Park Amphitheater					Steps						
Central Park Aquatic Center	Repair & Paint pool	\$70,670									
Eberwein Park			Trail paving	\$60,000							
Chesterfield Valley Athletic Complex					Playground Unit & Surfacing	\$324,000					
Central Park								Playground Unit & Surfacing	\$550,278		
TOTAL	\$70,670.00		\$60,000.00		\$550,278.00		\$0.00		\$324,000.00		\$1,004,948
Analytics	Funding	\$70,670	Funding	\$60,000	Funding	\$550,278			Funding	\$324,000	
					Grants	\$525,000			Grants	\$324,000	
	Balance	\$70,670	Balance	\$60,000	Balance	\$25,278			Balance	\$0.00	



8.3 Capital Improvement Projects Funding Options

In order to continue to build and maintain the parks and recreation system, funding should be pursued for operations and capital improvement projects, such as those presented in this plan.

New, sustainable funding sources are essential to implementing a capital improvement plan. There is substantial potential for increasing revenues for the parks and recreation system while still providing affordable recreation opportunities. The following are high level funding options that should be vetted as the department implements the capital improvement projects program.

8.3.1 Funding Strategies for Critical Projects

Community and Parks Foundation

The City should consider pursuing the establishment of a park foundation. The foundation would operate as a non-profit organization, working on behalf of the public agency to raise needed dollars to support its vision and operational needs.

The dollars raised by the foundation are tax-exempt. Foundations promote specific causes, activities, or issues that a park-and-recreation system needs to address. They offer a variety of means to fund capital projects, including capital campaigns, gifts catalogs, fundraisers, endowments, sales of park-related memorabilia, etc.

Private donations may be received in the form of cash, securities, land, facilities, recreation equipment, art, or in-kind services. Donations from local and regional businesses as sponsors of events or facilities should be pursued. The City currently implements this funding strategy when opportunities are available but does not currently have a park foundation. A business development position would help raise funds, ensure earned income is injected into the system and manage any contracts for capital development.

Friends Association

Friends associations are foundations that typically are formed to raise money for a single purpose, such as a park facility or program that will better the community as a whole and, at the same time, meet special interests. The City currently implements this funding strategy when opportunities are available.

Corporate and Personal LEAD Giving

Corporate and personal giving involves the department seeking corporate lead funds or personal lead gifts via a foundation partner or through personal contacts that are used to catalyze wider giving in support of a specific project or operation. The lead donations set the precedent for additional giving over a period of one year up to five years. Often those who have given or pledged contributions are invited to a recognition event, which may include additional opportunities for contribution through auctions, for example.

Donations

Private donations are a popular form of fundraising by public agencies, particularly for facilities and services that are highly visible and valued by the public. Donations can be channeled through a foundation or conservancy aligned with the parks and recreation system's priorities. Donations can be made through one or more of the following methods:

- Donations of cash to a specific park or trail segment by community members and businesses
- Donations of services by large corporations to reduce the cost of park or trail implementation, including equipment and labor to construct and install elements of a specific park or trail

- Reductions in the cost of materials purchased from local businesses that support parks and trails implementation, and can supply essential products for facilities

This funding strategy is an opportunity for the City to explore the feasibility of implementation.

Partnerships - Development and/or operation

Partnerships are joint-development funding sources or operational funding sources formed from two separate agencies, such as two government entities, a non-profit and a public agency, or a private business and a public agency. Two partners jointly develop revenue-producing park and recreation facilities and share risk, operational costs, responsibilities, and asset management based on the strengths of each partner. The City currently implements this funding strategy.

User Fees

User fees are fees paid by a user of recreational facilities or programs to offset the costs of services in operating a park or a recreation facility, or in delivering programs. In Chesterfield facility usage is mostly appropriately priced. A perception of “value” has been instilled in the community for the benefits the agency is providing to the user for exclusive use. Future fees could be charged by the agency based on cost-recovery goals for the parks and core recreation services, based on the level of exclusivity the user receives compared to the general taxpayer. Best practice is to review and amend user fees for programs and facilities as needed in order to keep value and provide operational revenues. The City currently implements this funding strategy.

Recreation Service Fees

This is a dedicated user fee, which can be established by local ordinance for the purpose of constructing and maintaining recreation facilities. The fee can apply to all activities that require a reservation. Examples of such activities include adult basketball, swim team, volleyball, tennis, and softball leagues, youth baseball, soccer, and softball leagues, and special-interest classes. The fee allows participants an opportunity to contribute toward the upkeep of the facilities being used. This opportunity exists for the City to explore the implementation of this funding strategy.

Advertising sales

Advertising can occur with trash cans, playgrounds, dog parks, trails, flower pots, and as part of special events to pay for operational costs. This funding strategy is an opportunity for the City to enhance existing efforts.

Maintenance Endowment Fund

This is a fund dedicated exclusively for a park’s maintenance and is funded by a percentage of user fees from programs, events, and rentals. The fee is paid by users and is added to a dedicated fund for facility and equipment replacement, such as fitness equipment, water slides, lights, artificial turf, and park-maintenance equipment. This opportunity exists for the City to explore the implementation of this funding strategy.

8.3.2 Funding Strategies for Sustainable Projects

These funding strategies can be evaluated in more detail to determine the level of funding they would yield if pursued aggressively.

Irrevocable Remainder Trusts

These trusts are established for individuals who typically have more than \$1 million in wealth. They agree to leave a portion of their wealth to a park-and-recreation system in a trust fund that grows over time.



The system is able to use a portion of the interest to support specific facilities or programs that are designated by the trustee. This opportunity exists for the City to explore the implementation of this funding strategy.

Capital Improvement Fees

Many park-and-recreation systems add a capital-improvement fee onto an existing user fee when they develop or enhance major recreation facilities. This is usually applied to golf courses, aquatic facilities, recreation centers, ice rinks, amphitheaters, and special-use facilities like sports complexes. The dollars gained either offset the cost of the capital improvement or the revenue bond that was used to develop or enhance the special-use facility. Once the capital improvement is paid off, the fee typically expires and is discontinued. This opportunity exists for the City to explore the implementation of this funding strategy.

Park, Open Space, and Trail Bond Issues

Agencies typically seek park bonds to meet park-related needs. The key is to use debt financing through bonds to address needs that are both unmet and clearly a community priority. It is best to propose a capital-bond project that serves a variety of users and needs. Even in the worst economic downturn, bond issues have been passing because communities are the direct recipient of the money, and it benefits families on a personal basis. This funding strategy is an opportunity for the City to explore the feasibility of implementation once the current debt service is alleviated.

8.3.3 Funding Sources for Visionary Projects

Each of these sources can be evaluated in more detail to determine the level of funding they would yield if pursued aggressively for Visionary Projects in the Five-Year CIP Prioritization and the extended Capital Improvement Projects.

Each of these Funding Strategies has been identified as applicable to the Sustainable Projects and the Visionary Projects. Definitions for these funding strategies can be found above.

- Corporate and Personal LEAD Giving
- Capital Improvement Fees
- Park, Open Space, and Trail Bond Issues

8.4 Extended Capital Improvement Projects (CIP)

The projects in the Extended CIP have been identified for continued monitoring and preparation to help the Department be in the best financial position to address when anticipated. These projects are parkland, trails and the commons that are also in the visionary Projects. These are being monitored to address in the years 2026-2030, if not addressed in full earlier. This best practice of forecasting and planning to address capital needs is a strength that has helped the City position itself as one of the most desirable places to live, work and play, in the Greater St. Louis Area. The City continues to demonstrate very intentional fiscal management approach with the potential capital cost coinciding with debt service beginning to be alleviated in 2025. The following projects are a focus in the Extended Capital Improvement Projects:

Aquatic Center

The Department opened the facility in 1998 and renovated the facility with additional amenities in 2007. The Chesterfield Family Aquatic Center is a signature facility of the City. The lifecycle of a pool is approximately 25-50 years. There are several factors that can impact the lifecycle of a pool. These factors are weather, chemical balance, operations, and maintenance. Currently the facility is well maintained and has recently come under the management of the Parks, Recreation and Arts Department. The staff will continue to monitor the aging facility to determine the right time to address the facility needs.

Concession/Restrooms

The Chesterfield Valley Athletic Complex has proven to be a signature facility with a regional draw and benefit to local residents. The master plan for the facility has an additional concession stand and restroom facility closer to the rectangular fields at the western side of the multi-sport fields. As updates are made to the facility and supported by visitors and use the Department will monitor the appropriate time to develop the additional facility within the Complex.

Athletic Lighting

One of the assets to the Chesterfield Valley Athletic Complex is the lighting of certain fields that allow for extended play. The athletic lighting will be monitored for possible updating. Updating the athletic lighting will be based on increased use, efficiency (LED), and the conditions of the lights. In many instances the local electric company will provide financial incentives beyond the unit cost savings from upgrading to efficiency lighting. The Department will continue to monitor factors to determine if and when the lighting may need to be addressed.



CHAPTER NINE - ACTION PLAN

9.1 Vision

The following vision presents how Chesterfield Parks, Recreation & Arts Department desires to be viewed in the future:

“The City of Chesterfield Parks, Recreation & Arts Department strives to be a leader in the progressive development, maintenance and operations of Parks, Recreation & Arts facilities.”

9.2 Mission

The following is the mission for how Chesterfield Parks, Recreation & Arts Department will implement the vision:

“The Department is committed to provide a balance of active and passive Parks, Recreation & Arts facilities that enhance and preserve the conservation of environmental and natural resources.”

9.3 Guiding Principles

- **Sustainability** of the park system and services through standards of care and well-managed resources to ensure consistency in delivery now and into the future.
- **Placemaking** of public spaces through planning, design, and management that promotes community health, happiness and well-being.
- **Community Health and Wellness** achieved through design, operation, asset preservation, and use of public spaces for residents.
- **Conservation** of natural areas within the City of Chesterfield through policies that drive design and development emphasizing preservation and use.
- **Performance excellence** through organizational performance management that results in service delivery of ever-improving value to customers and stakeholders contributing to sustainability.
- **Outstanding Customer Service** through efficient and friendly interactions treating customers with respect and providing the best experience possible.
- **Creativity and Innovation** in our work to maximize the resources we have and provide enjoyable experiences that drive demand for parks, recreation, and cultural arts services.
- **Accountability and Integrity** holding ourselves to the highest standard of accountability of outcomes and integrity in everything we do.

9.4 Big Moves:

Key areas of focus that have the greatest positive impact to the residents, visitors, City and Department.

- Park land acquisition and development of parks across the City to create park equity in all wards
- Acquire vacant land across from the Chesterfield Amphitheater to address parking and programming needs land is under contract with another company
- Trail connectivity throughout the City
- Additional green space and nature areas
- Continue to review and update staff requirements to meet program and park demands

- Senior Commons Space/Field House
- Develop Railroad Park and acreage east of the CVAC
- Renovations to the Amphitheater and CVAC to further increase revenues and improve resident/visitors experience
- Design and build new aquatic center to replace aging aquatic facility
- Additional funding needs to explored to keep up with department growth

9.5 The Action Plan

The Action Plan provides a summary of the key action items recommended throughout the Parks, Recreation & Arts Comprehensive Master Plan. Items are organized into five major sections:

- Parkland
- Facilities
- Programming
- Operations
- Finance

Vision Statements specific to Parkland, Facilities, Programming, Operations, and Finance are provided to assist with prioritization and decision-making.

Within each section, key **Strategies** for implementation are listed. These strategies represent the major ideas or philosophies recommended by the Consultant Team that are required by Chesterfield to implement the *Parks, Recreation & Arts Master Plan*. To help achieve each Strategy, Tactics are identified along with recommendations for the **Group Responsible** (i.e., ET=Executive Team, D=Director, AD=Assistant Director, RS=Recreation Superintendent, AS= Arts Superintendent, SWS = Sports & Wellness Superintendent, EA=Executive Assistant and, CS=Communications Specialist), **Timeline** (i.e., Short-term = ST, Mid-term = MT, Long-term = LT and Ongoing = OG), and **Performance Measures**.

The Action Plan is intended to serve as a dynamic document, reviewed on a regular basis by the City Council and City of Chesterfield staff, to plan work tasks and support decision-making in order to carry out the *Parks, Recreation & Arts Master Plan*. By reviewing the Action Plan quarterly or annually, accomplishments can be noted, adjustments can be made, and new items can be added. Tactics with check marks are already implemented and moving forward. The initiative of the Department to take action when the data identifies the direction is another facet of operations that has Chesterfield Parks, Recreation and Arts operating at the highest efficiency considering the magnitude of responsibilities.



9.6 Parkland

Vision: To maintain a diverse and connected network of parks and amenities increasing access while reflecting current trends and preserving the natural character of the City's park system.

Strategy		Tactics	Group Responsible	Timeline	Performance Measure
1.1	Proceed with Land Acquisition to equitably increase the distribution of parks and amenities within the City.	Update the Facility and Land Use Management Plan and Development of Park and Recreation Lands Procedures to include percentages of development vs natural for each property and the entire system.	D, ET	ST/MT	Updated plan approved for implementation
		Acquire an additional eleven (11) acres of land to meet the current and future neighborhood park level of service.	D, AD	ST	Research, identify and close on additional acres
		Acquire an additional seventeen plus (17+) acres of land to meet the current and future community park level of service.	D	MT-LT	Research, identify and close on additional acres
		Develop an additional sixteen (16) miles of paved and natural trails to meet the current and future trails level of service.	D, AD	OG	Trails designed, developed, and dedicated/open for public use.
		Use the Equity Maps developed as part of the Parks, Recreation & Arts Master Plan to help determine the underserved locations to develop new parks for better access.	D, AD	ST	Better distribution of services across the city than exists currently
		Use the survey results and equity maps to determine the most desired amenities and the best location to increase access and recreational enjoyment.	D, ET	ST-MT	Priority changes the next time that the City conducts a statistically valid survey

		Consider acquiring the thirteen (13) acres adjacent to Railroad Park for improved access.	D	ST	Alleviate the existing need for access to Railroad Park
Strategy		Tactics	Group Responsible	Timeline	Performance Measure
1.2	Develop existing parkland within the system to meet the needs of the community.	Determine the highest and best use for the undeveloped 30 acres adjacent to Chesterfield Valley Athletic Complex.	D, ET	ST	Site development plan and strategy to fund the development
		Consider development of Railroad Park including a bike park with natural trails and pump track.	D, SWS	MT	Highest and best used defined and developed
		Consider programming opportunities during the design phase of undeveloped properties.	RS, ET	OG	Program Plan for newly developed sites with revenue opportunities
		Continue to conduct environmental study of parkland to determine the best location of amenities and environmental areas that should be protected.	D, AD	ST-MT	Environmental impact conducted at the time of the design for new sites
Strategy		Tactics	Group Responsible	Timeline	Performance Measure
1.3	Enhance parkland and amenities to better serve the residents and improve the experience when visiting parks.	Increase pedestrian access to parks and trails as the system grows.	D, AD	OG	Better results in access and perception affected positively as seen in survey results
		Work with the City to develop sidewalks and roadside trails improving trail access to neighborhoods.	D, AD	OG	Identify key connections that would increase the walkability and include in the CIP



	Develop maps identifying access routes via sidewalks to connect neighborhoods to the trail system.	D, IT	ST	Maps developed on GIS or in document form for people to know the trails
	Work with adjacent property owners to increase parking and improve access to Central Park including the feasibility of a parking garage.	D	ST	Additional parking provided as part of new development or redevelopment
	Update the maintenance management plan and continue to achieve the outcomes as new parks are added to the system.	AD	OG	Updated document for CAPRA Accreditation and staff direction
	Add pavilions or picnic shelters close to amenities or key focal points of the system.	D, AD	ST-MT	Shelters acquired and locations determined from the equity maps
	Upgrade utility infrastructure at Chesterfield Valley Athletic Complex as development continues and utility infrastructure is brought to the east property.	D, AD, SWS	OG	Infrastructure improvements completed
	Consider lighting Central Park to improve safety and enhance use during twilight hours.	D, AD, AS	MT	Determination made and if desired, planned in the City CIP

9.7 Facilities

Vision: Achieve the appropriate level of indoor and outdoor community recreation spaces that best serve the community's needs.

Strategy		Tactics	Group Responsible	Timeline	Performance Measure
2.1	Ensure the Chesterfield Family Aquatic Center continues to meet the needs of the community through operations and maintenance.	✓ Bring the operations of the Chesterfield Family Aquatic Center into the Department for better results.	RS, AD, D	ST	Operation is brought into the department operations
		Develop a business plan for the Chesterfield Family Aquatic Center and incorporate into the operations manual.	RS	ST	Business plan completed and staff trained to outcomes
		Develop an employee retention program and advancement opportunities for the facility to ensure adequate staffing levels for operations.	RS	ST	Documented strategy and succession plan updated
		✓ Develop a training program for staff at the Chesterfield Family Aquatic Center.	RS	ST	Develop training and implement
		✓ Develop an aquatics manager position to assist with operations during peak season and planning/preparations for the upcoming season.	RS	ST	Position established and hired to operate the facility
		✓ Develop an operational structure that ensures quality management of the facility under the Recreation Superintendent to avoid creating gaps in other areas of responsibility during the Aquatic season.	RS	ST	Amended Organizational chart
		Develop a replacement plan to address the aging Chesterfield Family Aquatic Center. When full replacement is	D, AD, RS	MT	Plan in place, design complete and funding allocated for development



		determined, use the equity maps to identify the best location.			
Strategy		Tactics	Group Responsible	Timeline	Performance Measure
2.2	Continue to improve the Amphitheater operations and maintenance including the attraction of more national talent for the enjoyment of residents and visitors.	Expand the Amphitheater Operations Manual to include a business plan to grow the operations and enjoyment of the Amphitheater.	AS	ST	Development of business plan and incorporation to operational training
		Fully develop the second concession stand to include restrooms and appropriate storage.	AS, D	St	Cost benefit analysis to ensure the investment has the return on investment. If so, develop concession stand
		Install fiber optics to the amphitheater buildings for better consistent operations in ticket sales and concessions.	AS, AD, D	ST	If recent improvements are not a sustained improvement, develop the infrastructure for faster customer service
		Expand backstage area to include dressing rooms, additional storage, and production office.	AS, D	MT	If demand is present and can help attract larger talent, consider development
		Create additional premium seating for ticketed events including box seats, suites, and special packages that add value to the experience.	AS, AD, D	ST	If the return on the investment is present, then design and install premium seating
		Consider expanding the main entrance and include seating above the entrance or vendor commons for additional revenue.	AS, AD, D	LT	Site developed with flexibility to use the space as added value to visitor experience and the Department

		Continue to repair walkway and steps as needed with more durable materials.	AD, AS	ST	Complete repair to original steps, to be done as needed
		Consider moving and expanding the trash containment area and developing new storage in current location.	AS, AD	ST	Determine the best location and construct the screening for refuge
		Repair electrical issues and material issues that arise to ensure operations do not impact the visitor's experience.	AS, AD	ST	Upgrade electrical infrastructure as justifiable with increased need
Strategy		Tactics	Group Responsible	Timeline	Performance Measure
2.3	Continue to improve the Chesterfield Valley Athletic Complex operations and maintenance for the enjoyment of residents and visitors.	Develop a business plan for the CVAC and incorporate into the operations manual.	SWS, D, AD	ST	Business plan developed and incorporated into training and accountability
		Continue to explore alternatives to the iron stains from the irrigation issue.	AD	ST	Commit to routine maintenance or implement best alternative
		Explore Partnership opportunities to convert some fields to synthetic turf.	SWS, D, AD	MT	Synthetic turf partnerships and funding acquired to develop four turf fields
		Continue to incorporate new technology in the operations and maintenance of CVAC.	SWS, AD	OG	Develop web-based work order system with mobility app
		Consider premium parking for RVs and campers that are visiting the Athletic Complex.	SWS, AD	LT	Develop an area for designated parking for tournaments
		Shelter facility by volleyball for shelter/concessions/storage identified in previous master plan.	SWS, D, RS	MT	Facility developed with value added services



		Complete the paving of the central parking lot at the Chesterfield Valley Athletic Complex.	AD	LT	Continue annual paving with Public Works as appropriate
Strategy		Tactics	Group Responsible	Timeline	Performance Measure
2.4	Develop indoor recreation commons dedicated for parks, recreation and arts purposes	Conduct a feasibility study of an indoor recreation commons to meet the needs of the community as identified in the survey results.	D, ET	ST	Feasibility study completed and if favorable move forward with design and funding
		Explore incorporating an elevated walking track around in the commons.	SWS, ET	ST-MT	Feasibility determined and appropriate action taken
		Explore incorporating a fitness area for rehabilitation, strength and conditioning including potential partnership with healthcare provider.	D, SWS, ET	St-MT	Feasibility determined and appropriate action taken
		Explore incorporating multi-use spaces appropriate for many different programs and events.	AD, ET	MT	Feasibility determined and appropriate action taken
		Explore incorporating multi-purpose meeting rooms that can also be used for senior activities.	RS, ET	MT	Feasibility determined and appropriate action taken
		Explore the incorporation of a civic center component to the commons.	RS, ET	ST-MT	Feasibility determined and appropriate action taken
		Explore the option of combining the indoor complex and replacement of the Family Aquatic Center into one facility, as part of the feasibility study.	RS, ET	ST	Feasibility determined and appropriate action taken

9.8 Programming

Vision: Continue to provide programs and events that meet the needs of the community while preparing new services as resources allow

Strategy		Tactics	Group Responsible	Timeline	Performance Measure
3.1	Continue to align new programming to meet the needs and interests of residents and visitors.	Use the survey results to develop new programming in the high priority areas of interest.	RS, SWS	ST	New programming developed and marketed to community
		Conduct interest surveys to further define specific programs within each interest area of senior programs, nature programs, group fitness, community special events and water fitness programs.	RS, SWS	ST	Conduct surveys and analyze results to determine the best programs to develop
		Continue to expand the community gardens program and locations.	RS, AD, D	ST	New gardens developed and marketed
		✓ Develop additional themed walk / run events for particular causes that support development of the park system.	SWS, RS	ST	First annual Stars and Striped Run/Walk, Candy Cane Dash
		Develop partnerships to share the operating costs for all programs identified as medium priority from the survey results	RS, SWS	ST	New or enhanced partnerships documented and service is delivered
		Coordinate with special interest groups to identify and work with other potential partners for programs identified as low priority from the survey results.	RS, SWS	ST-LT	New or enhanced connections are made and documented and promoted on social media



		Enhance facility use agreements and partnerships until dedicated indoor space can be acquired/developed for parks, recreation and arts purposes.	SWS, RS	MT	Completed enhanced terms and functionality is beneficial to both parties
		Seek additional partners to help provide indoor programming space for all ages until the City can develop dedicated indoor space.	RS, SWS	ST	New partnerships are developed, implemented, and reviewed
Strategy		Tactics	Group Responsible	Timeline	Performance Measure
3.2	Implement consistent program management principles for all programs to ensure quality delivery and long-term sustainability.	Update the Recreation Program Plan to include changes implemented as part of the Comprehensive Master Plan.	RS, SWS	ST	Use the Key Performance Indicators from the Program Assessment in the Recreation Program Plan
		Document and incorporate into the Recreation Program Plan a set of program standards that enhances the quality of service delivery.	RS, SWS	ST	Develop Program Standards and documented within the Recreation Program Plan
		Document the program development process and incorporate into the Recreation Program Plan.	RS, SWS	ST	Updated plan including the program development process appropriate for Chesterfield
		Use the cost of service model in the Program Assessment to understand costs of running programs and incorporate into program development process.	RS, SWS	ST-LT	Develop a cost of service to appropriately price programs

		Continue use of customer surveys to collect more diverse feedback and use as a performance measure.	RS, SWS	ST-LT	Analyze survey results to make better decisions in program services
		Develop miniature business plans of two to three pages for each core program area using the program assessment as an organizational template.	RS, AS, SWS	ST-LT	Business Plans completed and documented outcomes are incorporated into goals.
		Annually update similar provider list to limit duplication of services and identify markets where the City can thrive.	RS	ST-LT	Update complete and review to determine if programming changes are required
		Continue to monitor demographics of the City as it grows to ensure that needs of the 55+ age segment are being met.	RS	OG	Continue to enhance offerings for ages 55+
		Annually track the lifecycle of all programs to ensure they match the recommended distribution in the Program Assessment.	RS, SWS, AS	OG	Update the lifecycle analysis annually and use the KPI for enhancements
		Continue to track “No Go” programs and analyze the amount of resources and challenges that may have impacted reasons behind cancellation.	RS, SWS, AS	OG	Update the lifecycle analysis annually and use the KPI for enhancements
		Use survey results that identify how the residents learn of programs to determine best marketing method to use.	RS, SWS	ST-MT	Return on investment for marketing tracked and used to make decisions
		Continue to track the use of volunteers and update the database annually.	RS	OG	Updated volunteer hours and cost benefit to City



		Develop pricing strategies for core program areas, update annually with new methods created, and incorporate into the Recreation Program Plan.	RS, SWS	OG	Updated document and amendments made as need to manage capacity and revenues
		Track, analyze and update the age segments analysis and those served annually.	RS, SWS	OG	Updated age segments and analysis completed annually
		Track, analyze and update the program classifications annually.	RS, SWS	OG	All new programs classified and document updated annually
		Train staff on the Recreation Program Plan, Program Management principles, program standards and customer service annually.	RS	OG	Training complete, performance measures and outcomes managed to success
Strategy		Tactics	Group Responsible	Timeline	Performance Measure
3.3	Continue to develop a robust cultural arts and entertainment program to meet the needs of the community and visitors.	Continue to build the Amphitheater brand awareness through hosting unique events and performances.	AS	OG	Unique and larger acts booked and continued survey feedback from visitors on brand
		Continue to enhance and develop new partnerships and sponsorships to provide cultural arts programming.	AS	OG	New and enhanced terms defined and outcomes achieved
		Increase the budget for talent performances and events at the Chesterfield Amphitheater.	AS, D	OG	Strategically increase earned income and partnerships to help grow the budget for talent

		Make cultural arts an emphasis within the Department to enhance the community's appreciation for the arts.	AS, D	OG	Launch Arts and Entertainment campaigns on social media to build awareness and appreciation for the arts
		Continue to apply for arts related grants that help the Department expand the offerings to the community.	AS, D	OG	Completed applications and grants awarded to enhance the Arts
		Develop a sculpture competition for future incorporation of arts into the system with permanent and temporary placement within the public spaces.	AS	ST	Develop the event and implement to desired outcomes.
		✓ Develop a patriotic event around military holidays including a patriotic performance to follow the recognition and ceremony celebrating service men and women.	AS, RS	MT	Events held in 2019
		Develop an arts foundation to help with the Department's current and future efforts.	AS, D	MT	Seek out a fundraising company to help develop opportunities and the foundation
		Partner with the St. Louis Arts Alliance to develop a signature cultural arts event in Chesterfield.	AS, D	ST	Foster and develop this opportunity through residents that have an affinity for the arts
		Bring theatrical performances into the event mix at the Amphitheater.	AS	ST-OG	Theatrical performance scheduled and implemented



		Incorporate program management principles into the tracking, monitoring and reporting of cultural arts programs.	AS	OG	Continue to use key performance indicators for decision making
		Develop new programming through partnerships for adult and youth art, dance, and performing arts	AS	MT	Develop partnerships and build programming with sustained participation

9.9 Operations

Vision: Develop and maintain parks, facilities, trails and amenities throughout the City in the most efficient and effective manner to meet the needs of the community and visitors.

Strategy		Tactics	Group Responsible	Timeline	Performance Measure
4.1	Ensure quality management through updated standards, additional staff, and plans that provide direction to achieve the desired outcomes	Update management operations manuals and the maintenance management plan as the system adds new parks, facilities and amenities.	AD	OG	Updated documents and training implemented
		Amend maintenance standards as needed to create a sustainable approach to maintaining assets, parkland, and natural areas.	AD	ST	Standards amended as new amenities are added to the system and when operations change
		Consider combining part-time positions within maintenance to create fulltime positions and supplement with seasonal staff.	AD	ST	Established approach and positions created and hired to begin

		Track time on all projects and cost to determine the best way to deliver the service as it applies to full-time employees or contractual service providers.	AD	OG	Using the work order system track projects for improved decisions and reporting
		Increase staffing levels to continue meeting the standards and ensure the capabilities/capacity of management is sustainable as the system evolves.	AD, D	OG	Forecasting increased needs and positions hired to manage the system
		✓ Add Sports and Wellness Superintendent to manage all sports facilities, programs and events if the operations for the Aquatic Center is brought under the Department.	SWS	Done	Position added with outcomes defined for managing the core program area forward
		Additional administrative staff should be added to assist with data entry on completed events, facility's seasons end, and accounts payable/receivable for all divisions.	D	ST	Staff added for the administrative support to all divisions
		✓ Continue to update the organizational structure annually or as needed.	ET	OG	Updated and annual review and amendment complete
		✓ Identify and document with an annual calendar required certifications, ongoing training, and additional professional development needed for staff to improve management of responsibilities.	EA	OG	Annual training calendar created for continued learning and refresher training



		Manage workloads and goals with staff meeting quarterly to ensure sustainability and improved efficiencies.	D, ET	OG	Continued management of workloads and changing priorities to identified outcomes
		Conduct a study of the existing approach to safety and security of the park system and events including the feasibility of a Park Ranger Program	AD, ET	ST	Study completed and the appropriate action taken to continue ensuring safety
		Update the succession plan to account for additional positions and responsibilities added to positions and identify skill sets and training needed to step up into key leadership positions.	D	MT	Plan updated and pathway positions identified and communicated to staff
		✓ Update job descriptions of current staff as needed or as staff are added and responsibilities shift.	D, ET	OG	Job descriptions updated to modified organizational chart
Strategy		Tactics	Group Responsible	Timeline	Performance Measure
4.2	Conduct a space demand analysis for current conditions and anticipated growth to adequately provide for all aspects of operations.	Identify current space constraints, calculate current needs, calculate future needs, and locations to develop appropriate operational spaces for personnel.	D, ET	MT	Space needs documented and a strategy to acquire additional space in motion
		Ensure that equipment, storage, and personnel office spaces are adequate now and as the system grows.	D, ET	OG	Incorporate into design of new spaces

		Identify current constraints impeding the operations, specifically, with regard to administrative and maintenance operations in the current facility.	D, ET	OG	Reconfigure the space as determined from the study
		Project and account for maintenance of anticipated future operational increases due to evolving facilities, and amenities or additional mandates.	AD, ET	MT	Documented and communicated needs based on additions to the system
		Identify overall cost of replacement assets to report the total cost of ownership and avoid adding to the deferred maintenance.	AD, D	OG	Develop total cost of ownership to appropriately budget for asset preservation
Strategy		Tactics	Group Responsible	Timeline	Performance Measure
4.3	Document all new and update all written processes to ensure efficient and effective operations by well-trained staff.	Periodically reassess the operations and responsibilities of each position within maintenance to ensure appropriate allocation of responsibilities	AD	MT	Adjustments determined and implemented to balance workloads
		Document daily, weekly, monthly, quarterly and annual responsibilities for asset preservation and use within the work order system.	AD, ET	ST	Build out the work order system for routine asset preservation tasks and notices for scheduling
		Use the data collected from the work order system to inform and educate City leadership of the cost to maintain City assets.	D, ET	OG	Develop data to make budget requests and track the costs for forecasting



	Update the onboarding process to include employee handbooks, facility manuals, policies, standard operating procedures, safety, training, checklists, and reporting including changes from implementation of the master plan.	D, ET	ST-MT	Develop and delegate aspects of onboarding to ensure consistent operations during transitions
	Update policies, processes, plans and training as the park system evolves.	D, ET	OG	Documents updated and approved for implementation
	Make customer service a focus of annual training to include real examples of situation the Department is managing.	RS, ET	OG	Training planned and implemented with documentation
	Assign positions specific tasks to document the strengths, challenges and opportunities after closing down facilities and events.	SWS, ET	OG	Until administrative support can be achieved assign these tasks to specific individuals to spread the paperwork
	Work with the City to develop a hiring and retention program for parks and recreation services that can free up valuable time for leadership to manage the assets and services.	RS, ET	ST-MT	Centralized HR within the City could increase the capacity of the Department and have important steps provided by city-wide HR
	Develop, document, and communicate the features, advantages and benefits of being employed with the City Parks, Recreation & Arts Department.	RS, ET	OG	Hiring post developed with highlighting the culture and employee's benefit (tangible and intangible)

		Update administrative policies, procedures, important administrative topics, including financial procedures, risk management, documenting closings, customer services and human resources and add it to the administrative manual.	D, ET	MT	Documents updated and incorporated into CAPRA Reaccreditation
--	--	--	-------	----	---

Strategy		Tactics	Group Responsible	Timeline	Performance Measure
4.4	Ensure safe operation and cost efficiency of maintenance equipment, and full lifecycle enjoyment of recreational equipment.	Using the total cost of ownership model, develop a lifecycle replacement plan to include recreation equipment, site furnishings, facilities and amenities that incorporates the replacement costs.	AD, ET	LT	Documented lifecycle replacement of recreation equipment and amenities
		Continue to replace equipment and vehicles according to the Capital Vehicle and Equipment Replacement Policy and amend the policy as needed.	AD, D	OG	Continued maintenance and lifecycle replacement according to City plans
		✓ Ensure annual refresher training on the safe use of equipment and tools for maintenance operations.	AD	OG	Continue to conduct this training for risk management
		Conduct a cost benefit analysis on the purchase, rental and lease options that exist for operational equipment.	AD	ST	Continue to seek competitive fleet pricing for equipment in purchasing and leasing.



Strategy		Tactics	Group Responsible	Timeline	Performance Measure
4.5	Maximize existing technology and research new technology that can help the efficiency and effectiveness of the Department.	Ensure the best software to manage operations of park system by conducting a cost benefit analysis of inhouse development or outside software.	D, ET	ST	Work with IT to develop a replacement schedule for technology
		Work with the City IT Department and have ongoing discussions about Department needs, solutions, and improving technology infrastructure.	D, ET	OG	Document the improvements and schedules for future understanding
		Fully utilize Kronos modules to isolate time allocation for employees that work in different areas of the Department for tracking and reporting purposes.	RS, AD	ST	Pay codes established and tracked for cost of service model
		Research and implement a web-based asset preservation and operations work order system for tracking and reporting purposes.	AD	ST	Work order system researched and implemented for data input
		Research and implement a restaurant point of sale system that integrates with the finance system.	RS	ST	Software researched and implemented with training
		Continue to research and implement when feasible new technology that drives efficiency within maintenance operations (example: the robot painter).	AD	ST	Continuously review trends in service delivery for research and implementation
		Research and implement new technology including social media post scheduling software and a customer service component to the Chesterfield Parks App.	RS, CS	ST	Purchased software and implemented for efficient static posts.

9.10 Finance

Vision: Incorporate financial management principles to all operations and all available funding sources to provide support to the park system growing commensurate with the City.

Strategy		Tactics	Group Responsible	Timeline	Performance Measure
5.1	Develop a full cost of service assessment for the Department to determine unit costs in parks and cost recovery level goals in recreation programs and facilities.	Define the indirect costs of service including overhead costs like utilities, personnel costs, facility costs, vehicle costs, contracted services, equipment cost, supplies/material costs, debt service, administrative costs, and insurance.	D, ET	MT	Cost of service completed with details documented as to appropriate costs for these service expenses
		Develop cost recovery goals for the Department, each division, each facility, and each core program area and incorporate into a cost recovery policy.	D, ET	MT	Cost recovery goals documented in a policy
		Develop business plans, performance measures, and costing models for each City facility including the Aquatic Center, the Amphitheater, Athletic Complex.	RS, AS, SWS	MT	Documents created and staff trained on outcomes to manage the facility forward
		Develop a mini-business plan for each core program area.	RS, SWS, AS	ST	Developed and staff trained to the outcomes
		Consider having one person on staff dedicated to business plan tracking for individual parks, core programs, and recreational facilities.	EA	OG	Assign business tracking to an administrative staff that will provide monthly reports for superintendents to make adjustments in operations



		Train staff on the business operations for each of the cost centers and facilities.	RS, SWS, AS	MT	Train staff on business policies and procedures including the outcomes
		Set performance measures from the business plans and incorporate into staff goals for accountability.	D, ET	MT	Document performance measures and follow up as needed
Strategy		Tactics	Group Responsible	Timeline	Performance Measure
5.1	Develop a full cost of service assessment for the Department to determine unit costs in parks and cost recovery level goals in recreation programs and facilities.	Reconcile and update all plans and policies affected by changes in financial operations to avoid conflicts in policy and include unit costs and cost recovery goals met.	ET	ST	Documented updates and staff trained to outcomes
		Conduct an economic impact study that the operations of City recreational facilities and events has on local businesses.	RS, SWS	OG	Study completed with metrics for forecasting and reporting future economic impact
Strategy		Tactics	Group Responsible	Timeline	Performance Measure
5.2	Develop additional funding mechanisms to support the department over the next 10 years	Explore the capital fees funding strategies of dedication / development / redevelopment fees, impact fees and capital fees for implementation.	D, ET	MT	Research completed and feasible capital fees funding sources are implemented
		Continue to implement the external funding strategies of corporate sponsorships, partnerships, friends' groups, volunteerism, and special fundraisers.	RS, SWS, AS	OG	Research completed and feasible external funding sources are implemented

	Explore the external funding strategies of crowdfunding, conservancies, foundations/gifts, private donations, and irrevocable remainder trusts.	D, ET	ST-MT	Research completed and feasible external funding sources are implemented
	Continue to implement the user fee funding strategies of program fees and charges, ticket sales / admissions, special use permits, reservations, and equipment rental.	RS, AS, SWS	OG	Research completed and feasible user fee funding sources are implemented
	Explore the user fee funding strategy of recreation service fees to assist with the upkeep of facilities.	RS, AS, SWS	ST	Research completed and feasible user fee funding sources are implemented
	Continue to apply for grant funding in the opportunities of Land & Water Conservation Fund, Recreational Trails Program, MPRA Scholarship Program, NRPA Grant & Funding Resources, Partnership Enhancement Monetary Grant Program	D, ET	OG	Research completed and feasible grant funding sources are implemented
	Explore the grant funding strategy of land trusts.	D	ST	Research completed and feasible grant funding sources are implemented
	Explore the tax funding strategies of hotel tax, food and beverage tax, special improvement districts, and development lease rights to determine if feasible for implementation.	D	ST	Research completed and feasible tax funding sources are implemented, if appropriate



		Explore the franchise and license funding strategies of greenway utilities, naming rights, land leases, and leasebacks.	D, ET	ST	Research completed and feasible franchise and license funding sources are implemented
		Continue to annually review the fees and charges for programs and update as needed	D, ET	OG	Reviews completed annually and documented to determine if amendments should be made
		Develop a Corporate Sponsorship policy and package to market to local businesses	RS, AS, SWS	ST	Package and strategies developed for earned income
		Develop parks foundation to help fund the development of the park system over the next 10 years.	D	MT	Develop a park foundation with the assistance of a community foundation
Strategy		Tactics	Group Responsible	Timeline	Performance Measure
5.3	Continue cost containment measures to improve the cost recovery of each division and the Department	Continue to monitor charges and fees to address expenditures increasing faster than the revenues.	D, ET	OG	Document review and update if needed
		Amend the fees and charges to capture additional revenues from programming and facility rentals.	D, ET	ST	New programming and facility enhancement values captured in earned income
		Conduct regular financial reviews with superintendents and managers, directors using a financial position spreadsheet.	D, ET	OG	Financial reviews to ensure goals are within reach or achieved

		Regularly benchmark local and regional agencies to identify per capita and per acre costs.	D	MT	Benchmark completed and incorporated into the Master Plan
		Ensure continued financial stability through short and long-range financial forecasting that uses a total cost of ownership approach.	D, ET	OG	Conduct regular financial planning to ensure minimal impact of changing conditions
		Develop a five-year cashflow analysis that includes two years of past actuals and five years of future budgets and incorporate additional operations and maintenance costs from new parks, facilities, and amenities that are added to the system.	RS, ET	MT	Cashflow developed and used to make informed decisions based on the past actuals and forecasts
		Develop a five-year personnel plan and update annually including updating the five-year cashflow projections budget showing the total cost of the positions (increase minimum wage) identified in the five-year personnel plan.	D, ET	MT	Develop personnel plan and document any additional facilities, mandates and programming that would impact staffing needs
		Establish the ability to accurately track and monitor revenue and expenses by core program area and facilities in real time.	RS, SWS, AS	ST	Develop a dashboard with easy access that shows current performance of marketed services
		Continue to ensure the annual operating budget will project and produce a balanced budget for each fiscal year.	D, ET	OG	Continue to forecast and work with the Finance Department to balance the budget



CHAPTER TEN - APPENDIX



Memorandum

To: Mike Geisel, City Administrator

From: Thomas McCarthy, Director of Parks, Recreation and Arts

Date: November 12, 2019

Subject: Chesterfield Family Aquatic Center Fee Increase and Pool Hour Adjustments

I brought the memo attached for the Chesterfield Family Aquatic Center Fee Increases and the Pool Hour Adjustments to the Parks, Recreation & Arts Committee of Council on November 18, 2019. The hours that were submitted for change were approved with one update. The update was that we would open portions of the aquatic Center after the 17th of August by only having the Leisure pool and the splash pad open (as long as we can staff if properly) till the end of the season given the limited guards we have for operation's between 12noon and 6:30pm during the week. Our rental rates were approved as is with no changes. There was quite a bit of discussion on the fees for passes for next year and I have included the new rates below. A voice vote was taken on the original motion with approved amendments and it passed 2-1 with Councilmember McGuinness and Chairperson DeCampi voting in the affirmative and Councilmember Hurt voting against. I have also included the draft minutes on the pool memo from our meeting for your review.

Season Pass	Chesterfield 2019	Chesterfield 2020
Resident Youth	\$80	\$90
Resident Adult	\$90	\$100
Resident Senior	\$80	\$90
Family	\$200	\$220
Additional Child	\$10	\$20
Non-Resident Youth	\$130	\$145
Non-Resident Adult	\$150	\$160
Non-Resident Senior	\$130	\$145
Family	\$340	\$360
Additional Child	\$20	\$30

Blue prices for the resident fees note changes from the original staff recommendations.

Season Passes sold in 2019

Resident Youth	11	Non-Resident Youth	2
Resident Adult	30	Non-Resident Adult	4
Resident Senior	29	Non-Resident Senior	3
Family	188	Non-Resident Family	11
Resident Additional Ind	87	Non-Resident Additional Ind	6

***Draft Minutes from our Parks Recreation and Arts Committee of Council meeting on November 18th, 2019
concerning the pool fees and adjusted hours.***

Director McCarthy explained that after taking the pool in house for a season the department has evaluated several aspects of pool operations and is recommending changes. Those include, shortening hours of operation when there was little use of the pool, opening the Lazy River to River Walk 45 minutes earlier and implementing new pool hours beginning August 17. New late season hours are in anticipation of lack of guards to properly staff the entire pool because approximately half the staff is not affected by the new law passed regarding when public schools can begin.

Additionally, it was recommended to increase Season Pass fees and alter the way after hours pool rentals are implemented. Councilmembers expressed interest in keeping the pool open during the weeks prior to Labor Day, not raising fees while shortening hours, not raising resident rates at a higher percentage than non-resident rates, and slowing the rate of fee increases. There was also discussion on why the legislation was passed.

Councilmember McGuinness moved to recommended approving all staff recommendations. Chairperson DeCampi seconded the motion. There was discussion on how many season passes were sold in 2019, how many overall visitors there were at the pool throughout the season and if we could leave parts of the pool open after August 17 while closing other parts to help with the staffing issues.

Councilmember Hurt moved to amend the motion to reflect raising Resident Youth, Resident Adult and Resident Senior rates \$5 and increasing Family Season Passes by \$20 with the rest of staff recommendations remaining the same. Chairperson DeCampi seconded the motion.

Councilmember McGuinness moved to amend the motion to reflect raising Resident Youth, Resident Adult and Resident Senior rates \$10 and increasing Family Season Passes by \$20 with the rest of the staff recommendations remaining the same. Chairperson DeCampi seconded the motion.

Chairperson DeCampi moved to amend the motion to reflect that the Leisure Pool and Splash Pad remain open after August 17 through Labor Day, Monday through Friday, 12 pm to 6:30 p.m. while still subject to closure based on staffing availability with the rest of the staff recommendations remaining the same. Councilmember McGuinness seconded the motion.

A voice vote was taken on the amendment regarding keeping the Leisure Pool and Splash Pad open and it passed 3-0.

A voice vote was taken on the amendment regarding raising the rates \$10 on individual residents and \$20 on family passes and it passed 2-1 with Councilmember McGuinness and Chairperson DeCampi voting in the affirmative and Councilmember Hurt voting against.

A voice vote was taken on the amendment regarding raising the rates \$5 on individual residents and \$20 on family passes and it failed 2-1 with Councilmember Hurt voting in the affirmative and Councilmember McGuinness and Chairperson DeCampi voting against.

A voice vote was taken on the original motion with approved amendments and it passed 2-1 with Councilmember McGuinness and Chairperson DeCampi voting in the affirmative and Councilmember Hurt voting against.

We will move this on to the full council for their direction.



Memorandum

To: Mike Geisel, City Administrator

4

From: Thomas McCarthy, Director of Parks, Recreation and Arts

Date: November 12, 2019

Subject: Chesterfield Family Aquatic Center

As we approach the end of 2019, we use this time to analyze our operations of the Chesterfield Family Aquatic Center. With having a full year of bringing the operations of the Aquatic Center in house, we have a better understanding of operations and programming. As we prepare for 2020, a few big changes will be that in 2020, there will be 108 days of summer in lieu of the usual 101 days; the Governor signed new legislation stating Public Schools cannot go back any earlier than 2 weeks prior to Labor Day.

Bringing in the operations of the Aquatic Center in house was a very positive move. We were able to control the certification used, staffing, programming, maintenance and cleanliness. These changes will allow for deeper overview and understanding in preparation for the 2020 season. We evaluated our hours of operation, policies, fees and charges, programming and staff needs.

Hours of Operation

We would like to recommend keeping our current hours Monday through Friday from 12:00 p.m. - 7:00 p.m. With a small adjustment of closing the Lazy River at 6:15pm due to the lower attendance and letting the River Walk program start at 6:30 p.m. The earlier time frame for the walkers has been requested over the years and we should see an increase of usage for the river walkers at this earlier time. On the weekend days of Saturday and Sunday we are recommending opening an hour later, at 12:00 p.m., and closing the pool at 6:30 p.m. instead of 7:00 p.m. Typically in the evening there are only a handful of people and it is just not cost effective. The last two weekends in August we would recommend closing on Saturday and Sundays at 6:00 p.m. By this time of the season the attendance has dropped drastically in the evenings.

We are also recommending new pool hours of operation at the end of the season Monday – Friday beginning August 17 due to half of our pool staff going back to school the week of August 17. The governors back to school change does not affect our kids that go to private high schools and colleges. With the 50% guard loss we are unable to maintain the safety requirements to open during the week. We will operate solely on Saturdays and Sundays from 12 p.m. – 6 p.m. for the last three weeks. We will still have River Walk in the mornings and evenings.

Other Cities hours of operation are below.

City	Monday - Thursday	Friday	Saturday	Sunday
Ballwin	11:30-7:30	11:30-9:30	11:30-7:30	11:30-7:30
Manchester	12:00-7:30	12:00-8:30	11-7:30	12-7:30
O'Fallon	11-6	11-7	11-7	11-6
Wentzville	12-6:30	12-6:30	11-7	11-7
St Peters	12-7	12-7	12-7	12-7
St Charles	11-7	11-7	11-7	11-7
Ellisville	11:30-7:30	11:30-7:30	11:30-7:30	11:30-7:30
Chesterfield	12-7	12-7	12-6:30	12-6:30

Policy

With taking the operations in house, we realized there are times where we have very low attendance toward the later part of the day. Mostly due to cooler temperatures or a cloudy day. Implementing an attendance policy will allow for us to close the pool if the amount of people drops below 20. As at this point, we are losing a substantial amount of money. With your approval I will put together an attendance policy for the committee's approval.

Fees and Charges

In order to offset the expenses of the rising minimum wage and the cost of operating the pool, we would like to adjust our season pool passes to the following rates on the grid below. The last time the Pool pass rates were changed was back in 2016.

Season Pass	Chesterfield 2019	Chesterfield 2020
Resident Youth	\$80	\$95
Resident Adult	\$90	\$110
Resident Senior	\$80	\$95
Family	\$200	\$240
Additional Child	\$10	\$20
Non-Resident Youth	\$130	\$145
Non-Resident Adult	\$150	\$160
Non-Resident Senior	\$130	\$145
Family	\$340	\$360
Additional Child	\$20	\$30

Current Fee structure in the chart below for other cities. Numbers in **Red** are updated fees for 2020. Black fees are from cities that have not given me their updated fees as of November 13, 2019

Season Pass	Chesterfield	Aqua Port	Ellisville	Ballwin	Manchester	Clayton	O'Fallon
Res -Youth	\$80	\$75	\$70	\$97	\$75	\$89	\$80
Res Adult	\$90	\$100	\$80	\$125	\$100	\$119	\$110
Res Senior	\$80	\$75	\$70	\$97	\$75	\$89	\$85
Family	\$200	\$160	\$185	\$235	\$205	\$209	\$195
Add'l Child	\$10	NA	\$10	NA	\$25	NA	\$25
Non Res Youth	\$130	\$100	\$120	\$153	\$115	\$189	\$110
Non Res Adult	\$150	\$140	\$150	\$216	\$150	\$239	\$140
Non Res Senior	\$130	\$100	\$120	\$153	\$115	\$189	\$110
Family	\$340	\$240	\$260	\$364	\$295	\$479	\$240
Add'l Child	\$20	NA	\$10	NA	\$25	NA	\$50

Our last recommendation for pool fee increases for 2020 season would be the pool after hour rental fees. In the past we have had only one pool rental option and that was for the entire pool. We would like to offer residents only the option to rent portions of the pool out which will make it more appealing to many residents based on their needs. This past summer we had many interested residents wishing to rent the pool, but they only needed a portion of the pool because of the age of their kids or the group they were wanting to rent the pool for. The fees below would be for residents only, we are recommending doing away with Non-resident pool rentals due to the stress it puts on the staff and the extra hours that are needed to staff these rentals.

Pool Rental	<u>Rental Price – 2-hours Rental 2019</u>	<u>Rental Price – 2-hours Rental 2020</u>
Entire Facility 1-300 people	\$600/\$780	\$1300
Leisure 1-100 people	NA	\$750
Leisure / Comp 1-175 people	NA	\$1,050
Leisure / Lazy and big slides 1-200 people	NA	\$1,100
Comp / Lazy and big slides 1-175 people	NA	\$725
Competition Pool and Slides 1-100 people	NA	\$600
Competition Pool 75 people	NA	\$500

*Exceed number of People, add \$5 fee for each additional person.

With your approval I would like to move this forward to the Parks, Recreation & Arts Committee at their meeting on November 18th, and then on to the full Council at their next meeting for their approval.

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Monachella

Vice Chair: Michael Moore

The next meeting of the Public Health and Safety Committee has been scheduled for Thursday December 12th at 5:30 pm.

If you have any questions or require additional information, please contact Chief Ray Johnson or me prior Monday's meeting.

REPORT FROM THE CITY ADMINISTRATOR & OTHER ITEMS REQUIRING ACTION BY CITY COUNCIL

Liquor License Request – Walnut Grill Chester LLC dba Walnut Grill (Voice Vote)

17392 Chesterfield Airport Rd. (formerly Syberg's) has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, packaged and Sunday sales. Ms. Lorene Epple is the Managing Officer. This application was reviewed and approved by both The Police Department and the Planning & Development Services Department. With City Council approval of the Monday, December 2, 2019 City Council meeting, I will immediately issue this license.

Liquor License Request – One Putt Golf Group, LLC (Voice Vote)

615 Broadmoor Dr. (inside Four Seasons County Club) has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, packaged and Sunday sales. Mr. James R. Furkin is the Managing Officer. This application was reviewed and approved by both The Police Department and the Planning & Development Services Department. With City Council approval of the Monday, December 2, 2019 City Council meeting, I will immediately issue this license.

If you have any questions or require additional information, please contact me prior to Monday's meeting.



MEMORANDUM

DATE: November 20, 2019

TO: Mike Geisel
City Administrator

FROM: Andrea Majoros, Business Assistance Coordinator

SUBJECT: LIQUOR LICENSE REQUEST – WALNUT GRILL

WALNUT GRILL CHESTER LLC dba WALNUT GRILL, 17392 CHESTERFIELD AIRPORT RD, (formerly Syberg's) has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise plus packaged and Sunday sales.

Ms. Lorene Epple is the Managing Officer.

This application was reviewed and approved by both the Police Department and the Planning/Development Services Division of the Department of Public Services.

With City Council approval at the Monday, December 2, 2019 City Council meeting, I will immediately issue this license.



MEMORANDUM

DATE: November 20, 2019

TO: Mike Geisel
City Administrator

FROM: Andrea Majoros, Business Assistance Coordinator

SUBJECT: LIQUOR LICENSE REQUEST – ONE PUTT GOLF GROUP, LLC

ONE PUTT GOLF GROUP, 615 BROADMOOR DR, (inside Four Seasons Country Club) has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise plus packaged and Sunday sales.

Mr. James R. Furkin is the Managing Officer.

This application was reviewed and approved by both the Police Department and the Planning/Development Services Division of the Department of Public Services.

With City Council approval at the Monday, December 2, 2019 City Council meeting, I will immediately issue this license.

OTHER LEGISLATION

Bill No. 3266 - Fienup Farms – Record Plat 8

An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 8, a 29.05 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road.

(Second Reading) Planning Commission recommends approval.

Bill No. 3267 - Fienup Farms – Record Plat 9

An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 9, a 14.80 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road.

(Second Reading) Planning Commission recommends approval.

Bill No. 3268 - Fienup Farms – Record Plat 10

An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 10, a 7.52 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road.

(Second Reading) Planning Commission recommends approval.

Bill No. 3269 - Fienup Farms – Record Plat 11

An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 11, a 9.09 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road.

(Second Reading) Planning Commission recommends approval.

Bill No. 3270 - Radio System User Agreement Renewal

An ordinance approving a User Agreement for an Interoperable Radio System between St. Louis County, Missouri, and the City of Chesterfield.

(Second Reading) Director of Public Works and Chief of Police recommend approval.

Bill No. 3271 - West County Acres (Alexander Woods Subdivision) – Vacation of Easement

An ordinance vacating easements located in the West County Acres Subdivision recorded in Book 68, Page 17 and Book 64, Page 64 of the St. Louis County Records, located in U.S. Survey 415, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri.

(First & Second Readings) Department of Planning & Development Services recommends approval.

Bill No. 3272 - West County Acres (Alexander Woods Subdivision) – Vacation of Right of Way

An ordinance vacating right-of-way located along Nardin Drive of the West County Acres Subdivision recorded in Book 68, Page 17 of the St. Louis County Records, located in U.S. Survey 415, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri.

(First & Second Readings) Department of Planning & Development Services recommends approval.

Bill No. 3273 - Alexander Woods – Record Plat

An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Alexander Woods Subdivision, a 20.26 acre tract of land zoned “R-4” Residence District and “R-2” Residence District located north and east of Swingley Ridge Road and east of its intersection with Chesterfield Ridge Center Drive.

(First & Second Readings) Planning Commission recommends approval.

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE FIENUP FARMS PLAT 8, A 29.05 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT ON THE NORTH SIDE OF WILD HORSE CREEK ROAD EAST OF ITS INTERSECTION WITH KEHRS MILL ROAD AND WEST OF ITS INTERSECTION WITH BAXTER ROAD.

WHEREAS, Wild Horse Residential, LLC has submitted for review and approval a Record Plat for the Fienup Farms subdivision; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 29.05 acre tract of land into forty (40) residential lots; and,

WHEREAS, the Planning Commission having reviewed the same and has recommended approval thereof; and,

WHEREAS, the Department of Planning and Development Services has reviewed the Record Plat in accordance with the Unified Development Code of the City of Chesterfield and has found it to be in compliance with all applicable ordinances and has forwarded said Record Plat to the City Council; and,

WHEREAS, the City Council of the City of Chesterfield having considered the request, voted to approve said Record Plat.

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

Section 1. The Record Plat for the Fienup Farms subdivision, which is made part hereof and attached hereto as “Exhibit 1”, and Escrow Agreements, are hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the said Record Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

Section 3. The Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 11/18/2019

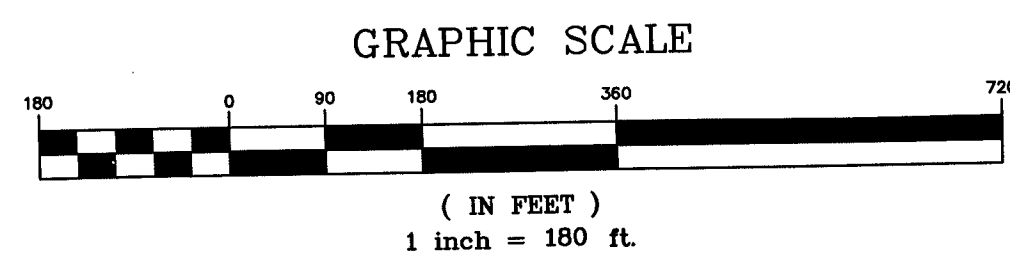
FIENUP FARMS PLAT EIGHT

A TRACT OF LAND BEING PART OF ADJUSTED TRACT "A" OF FIENUP TRACT - BOUNDARY ADJUSTMENT PLAT
RECORDED IN PLAT BOOK 366, PAGES 195-198, LOCATED IN U.S. SURVEYS 125 AND 2031,
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.
ZONED "PUD" PLANNED UNIT DEVELOPMENT, ORDINANCE NO. 2971

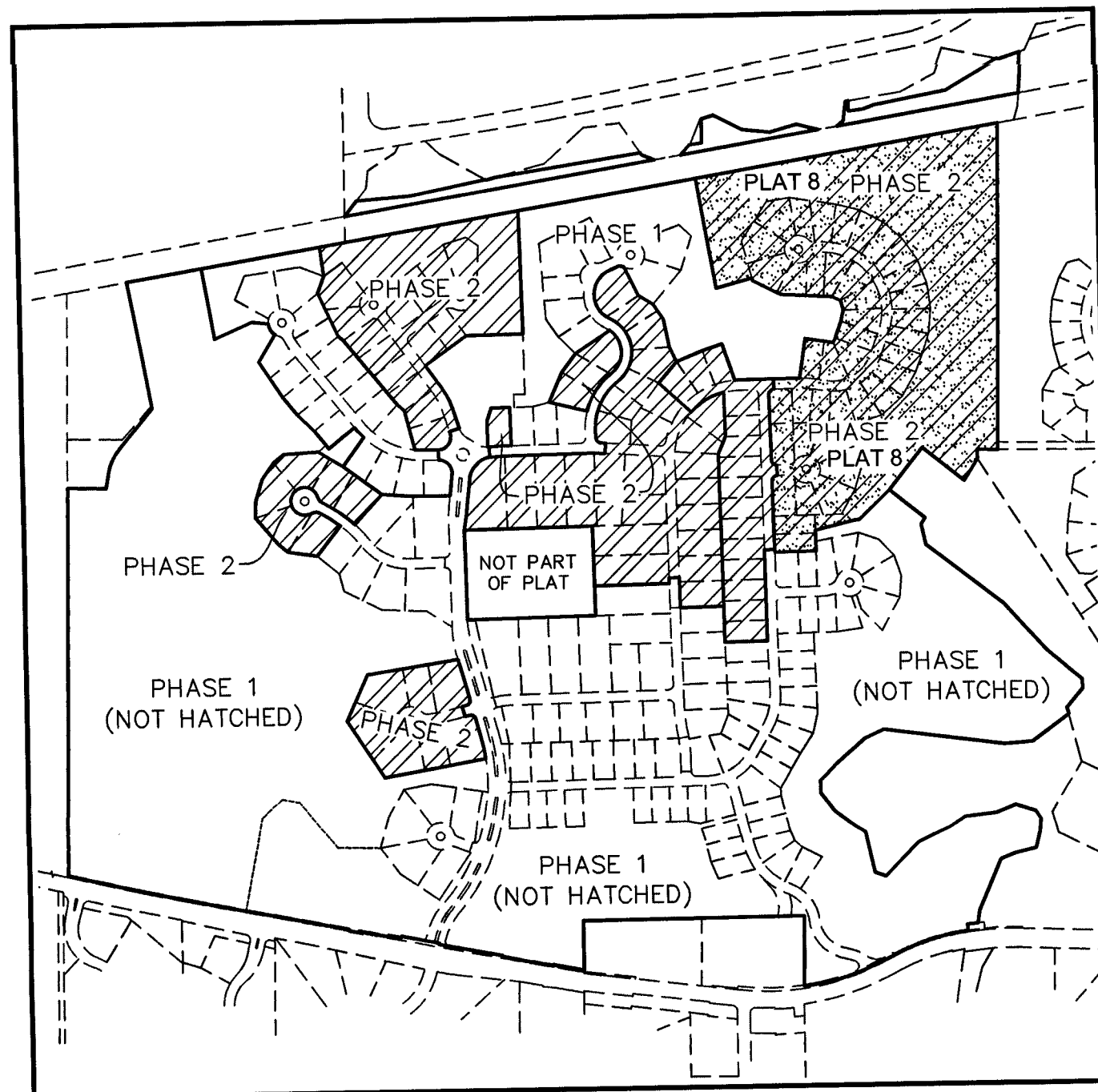
NOTE: SEE SHEETS 3 AND 4 FOR
CORRESPONDING STATE PLANE
CORNERS AND ASSOCIATED
REFERENCED LABELS.

STATE PLANE COORDINATES	
NORTHING	EASTING
A 313558.936	241500.663
B 313644.082	241499.542
C 313650.257	241505.556
D 313682.447	241505.396
E 313688.462	241499.221
F 313746.956	241498.187
G 313753.132	241504.202
H 313765.322	241504.041
I 313765.662	241529.899
J 313765.654	241534.591
K 313812.434	241542.216
L 313807.009	241575.363
M 313812.213	241577.613
N 313832.269	241585.263
O 313845.737	241588.393
P 313857.081	241585.254
Q 313862.034	241574.892
R 313865.884	241514.656
S 313882.787	241482.343
T 313886.044	241481.502
U 313875.046	241438.999
V 314006.116	241417.429
W 314064.994	241778.875
X 313676.166	241768.020
Y 313676.560	241743.423
Z 313665.410	241733.815
AA 313639.862	241727.535
AB 313679.916	241678.124
AC 313650.445	241638.082
AD 313596.096	241601.620
AE 313594.575	241593.247
AF 313584.136	241548.916
AG 313559.575	241549.240

LINE #	LENGTH	BEARING
L28	9.95	S34°01'59"E
L29	51.70	S67°08'01"E
L30	52.19	N42°34'37"E
L31	49.14	N80°53'51"E
L32	92.80	N00°10'44"E
L33	48.65	N74°02'27"E
L34	124.98	S82°30'31"E
L35	107.89	S83°30'42"E
L36	102.72	N74°26'01"E
L37	85.58	S72°14'42"E
L38	33.25	N50°38'14"E
L39	75.30	N07°38'07"E
L40	11.69	N81°00'49"E
L41	39.57	S00°10'44"W
L42	55.84	N82°24'32"E
L43	46.72	N71°39'54"E
L44	11.11	S78°08'20"E
L45	83.74	N71°32'34"E



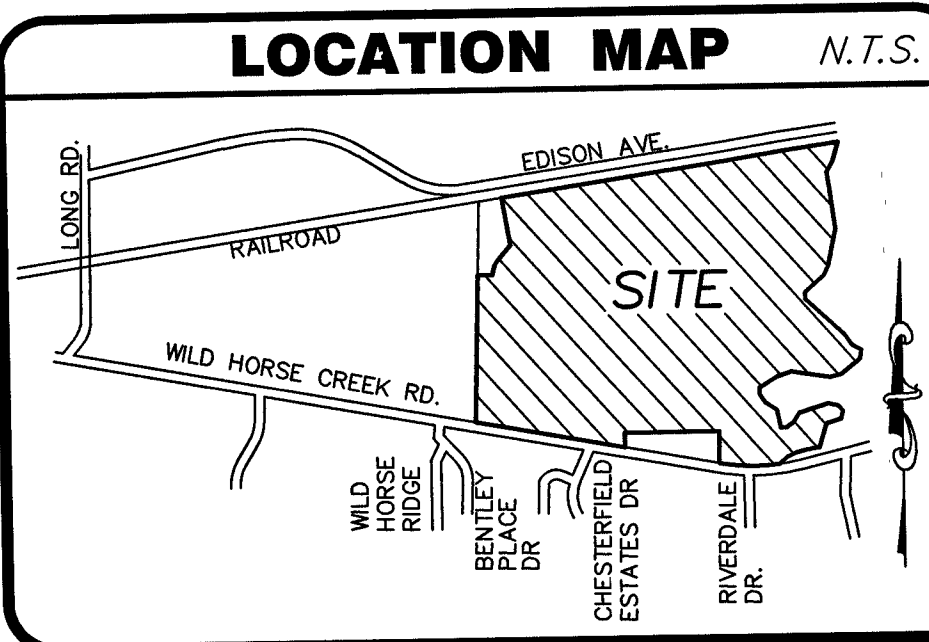
DEVELOPMENT PHASE DETAIL
SCALE: 1 in = 600 ft



Drawing name: V:\1405198\Fienup\Drawings\Survey\Record\Fienup\08.dwg Plot date: Sep 12, 2019 10:28am Plotted by: gmsm

THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-467-0440 Fax 314-487-8944
www.sterling-eng-survey.com

DRAWN BY: GFS MSD P# - MULTIPLE
CHECKED BY: JAH DATE: SEPT. 10, 2019
JOB NO.: 14-06-196 FIENUP FARMS PLAT EIGHT



- LEGEND:
- PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS)
 - SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS)
 - FOUND PERMANENT MONUMENT
 - FOUND SEMI-PERMANENT MONUMENT
 - FOUND
 - TEMPORARY SLOPE AND CONSTRUCTION LICENSE
 - H.O.A. = HOMEOWNERS ASSOCIATION
 - ADDRESS
 - FOUND CROSS
 - FOUND ANCHOR
 - COMMON GROUND
 - COMMON OPEN SPACE
 - EASEMENT
 - BUILDING
 - TEMPORARY
 - SQUARE FEET

LINE #	LENGTH	BEARING
L16	120.54	N78°55'20"W
L17	5.00	S11°04'40"E
L18	5.00	N11°04'40"E
L19	5.00	N11°04'40"E
L20	150.00	N78°55'20"W
L21	5.00	S11°04'40"W
L22	50.00	N78°55'20"W
L23	5.00	S11°04'40"W
L24	100.00	N78°55'20"W
L25	5.00	S11°04'40"W
L26	52.58	N78°55'20"W
L27	5.08	N00°46'25"E

HATCHING LEGEND:
PUBLIC RIGHT-OF-WAY
PLAT 1 LIMITS
PLAT 2 LIMITS

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	5.60	879.02	S82°58'14"W	5.60	00°02'54"
C2	307.57	854.02	S72°28'14"W	309.92	00°38'00"
C3	188.15	920.37	S68°00'33"W	187.82	01°14'45"
C4	131.75	915.37	S77°53'43"W	131.63	00°04'48"

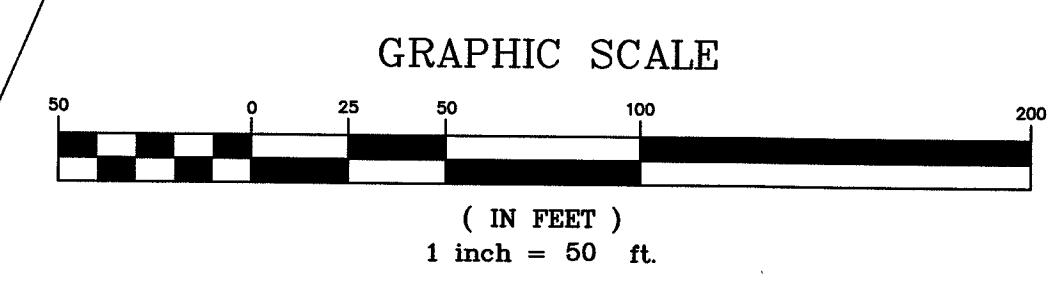
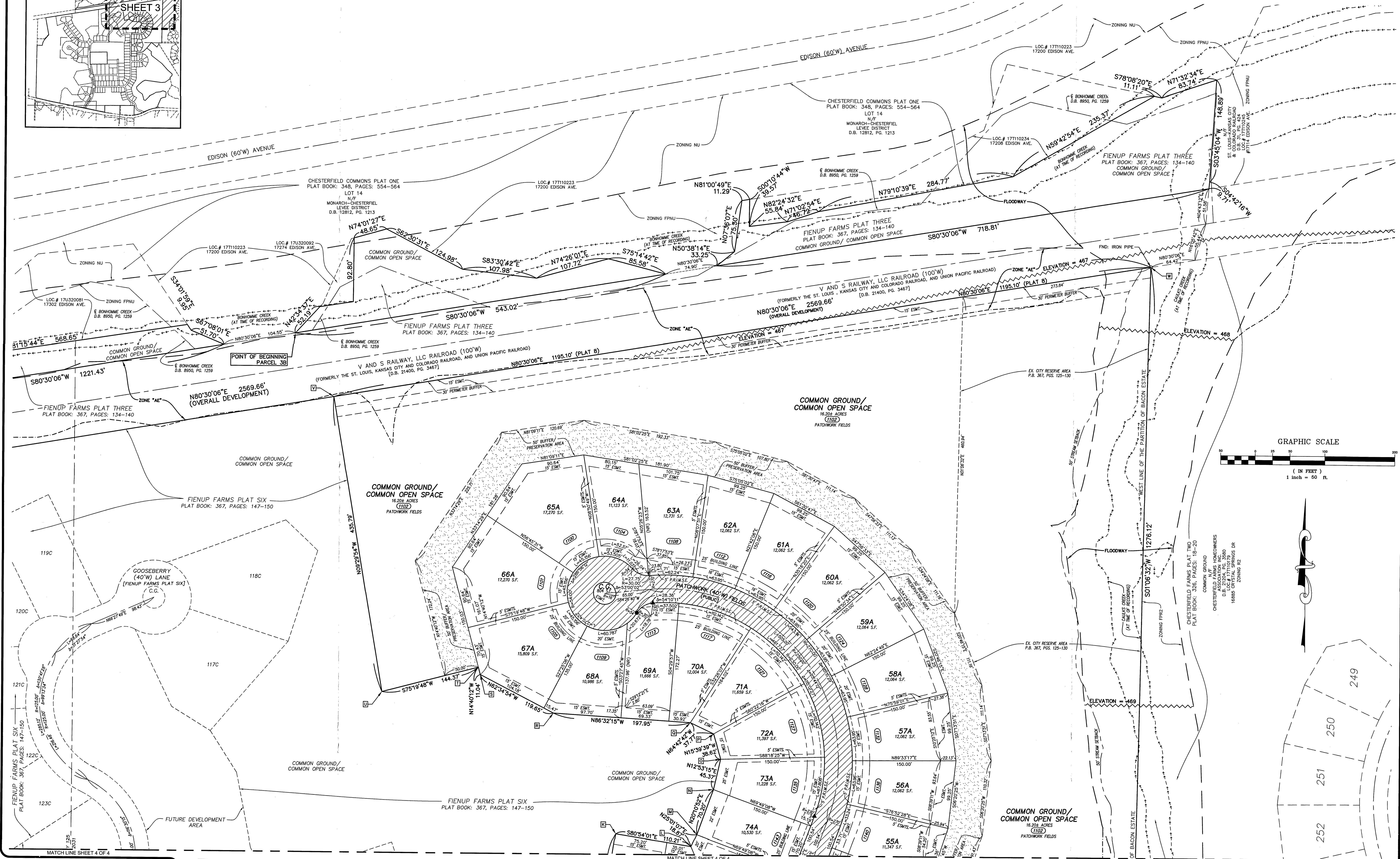
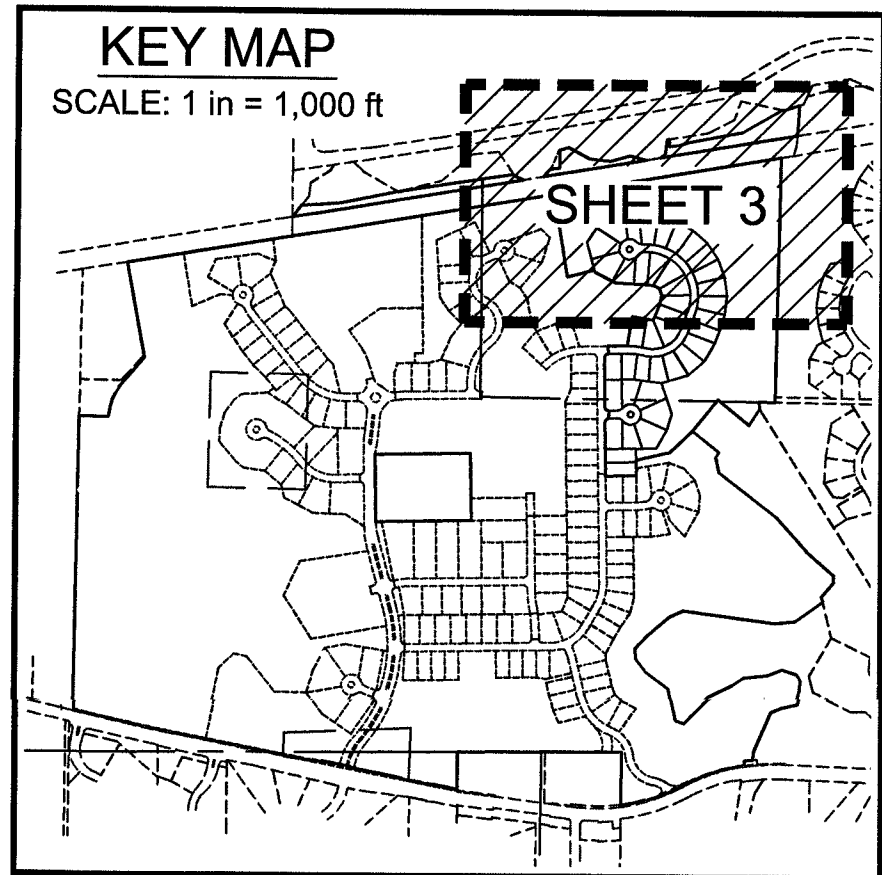
LINE #	LENGTH	BEARING
L1	54.83	S01°35'57"E
L2	67.90	S37°24'53"E
L3	163.27	S12°31'43"E
L4	44.57	S70°22'17"E
L5	165.44	N44°28'07"E
L6	72.15	N54°56'39"E
L7	123.88	N83°32'31"E
L8	81.25	N68°51'06"E
L9	80.37	S72°33'00"E
L10	36.22	S31°16'48"E
L11	51.83	S05°05'09"W
L12	36.53	S83°01'11"W
L13	25.00	S07°12'43"E
L14	52.12	S82°08'11"W
L15	5.22	N00°30'40"E

SURVEYOR'S CERTIFICATE:
SEE SHEET 1 OF 4 FOR CERTIFICATION.

THE STERLING COMPANY
MO REG. 30-0

J. A. HENSON
JAMEY A. HENSON, P.L.S. - VICE PRESIDENT
MO REG. L.S. #20170763
DATE: 9-12-19
SHEET 2 OF 4

FIENUP FARMS PLAT EIGHT



THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph: 314-487-0440 Fax: 314-487-8944
www.sterling-eng-survey.com

DRAWN BY: GFS
CHECKED BY: JAH
JOB NO.: 14-06-196

MSD P# - MULTIPLE
DATE: SEPT. 10, 2019
FIENUP FARMS PLAT EIGHT

STATE PLANE COORDINATES	
NORTHING	EASTING
K 313812.434	241542.216
L 313807.009	241575.363
M 313812.213	241577.813
N 313832.269	241585.263
O 313845.737	241588.393
P 313857.081	241585.254
Q 313862.034	241574.862
R 313865.884	241514.656
S 313882.787	241482.343
T 313886.044	241481.502

STATE PLANE COORDINATES	
NORTHING	EASTING
U 313875.046	241438.899
V 314006.116	241417.429
W 314064.994	241776.875

HATCHING LEGEND:

PUBLIC RIGHT-OF-WAY

BUFFER/PRESERVATION AREA

ABBREVIATION LEGEND:

B.D.G. = BUILDING
C.G. = COMMON GROUND
C.B. = CHORD BEARING
C.D. = CHORD DISTANCE
C.O.S. = COMMON OPEN SPACE
E.S.M.T. = EASEMENT
E.C. = EXISTING
F.N.D. = FOUND
N.F. = NOW OR FORMERLY
N.R. = NON-RESIDENTIAL
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.M.T. = PLAT MAP
R.D.W. = RIGHT-OF-WAY
R.E.T. = RETAINING
S.F. = SURVEYED
S.F. = SQUARE FEET
T.C.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
W. = WIDTH

SYMBOL LEGEND:

▲ = SET PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (1/2" ROD W/ ALUMINUM CAP)

● = SET SEMI-PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (1/2" ROD W/ PLASTIC CAP OR CUT CROSS)

○ = SET PERMANENT MONUMENT IN PREVIOUS PLAT

⊙ = SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT

□ = FOUND PERMANENT MONUMENT

⊞ = FOUND SEMI-PERMANENT MONUMENT

⊕ = FOUND CROSS

⊙ = FOUND ANCHOR

⊙ = BENCHMARK

⊙ = ADDRESS

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 4 FOR CERTIFICATION.

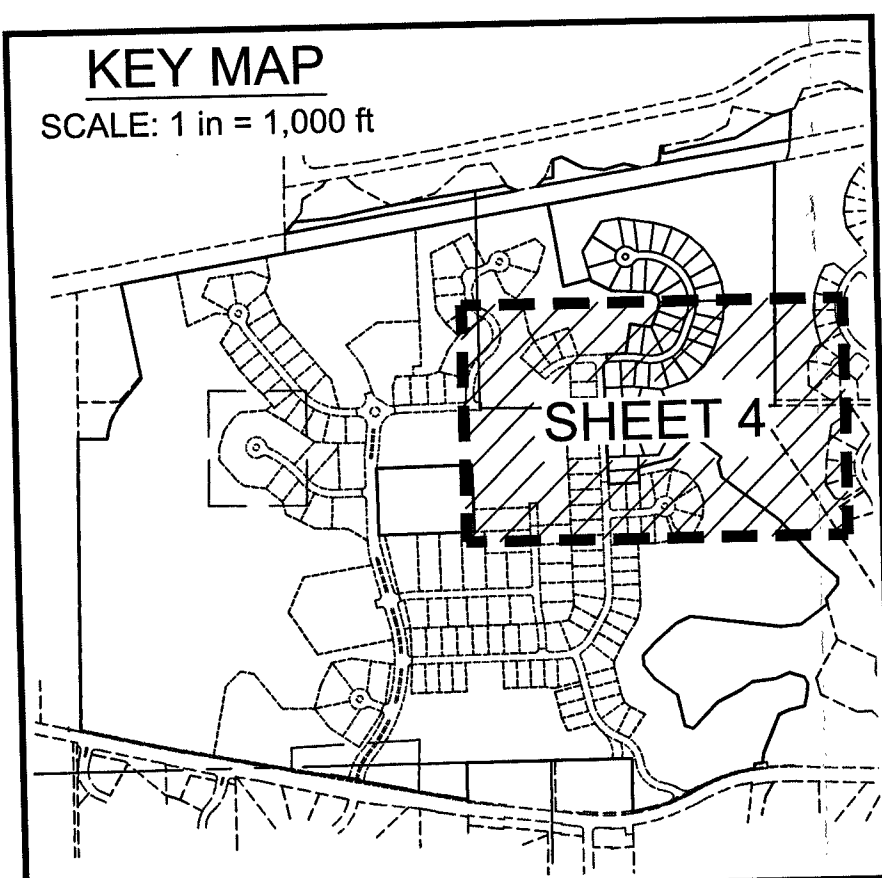
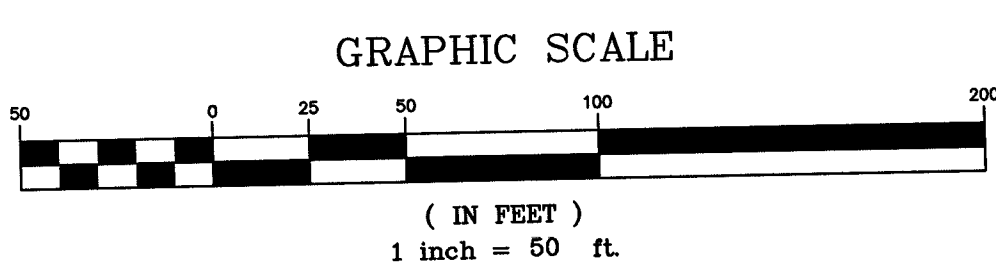
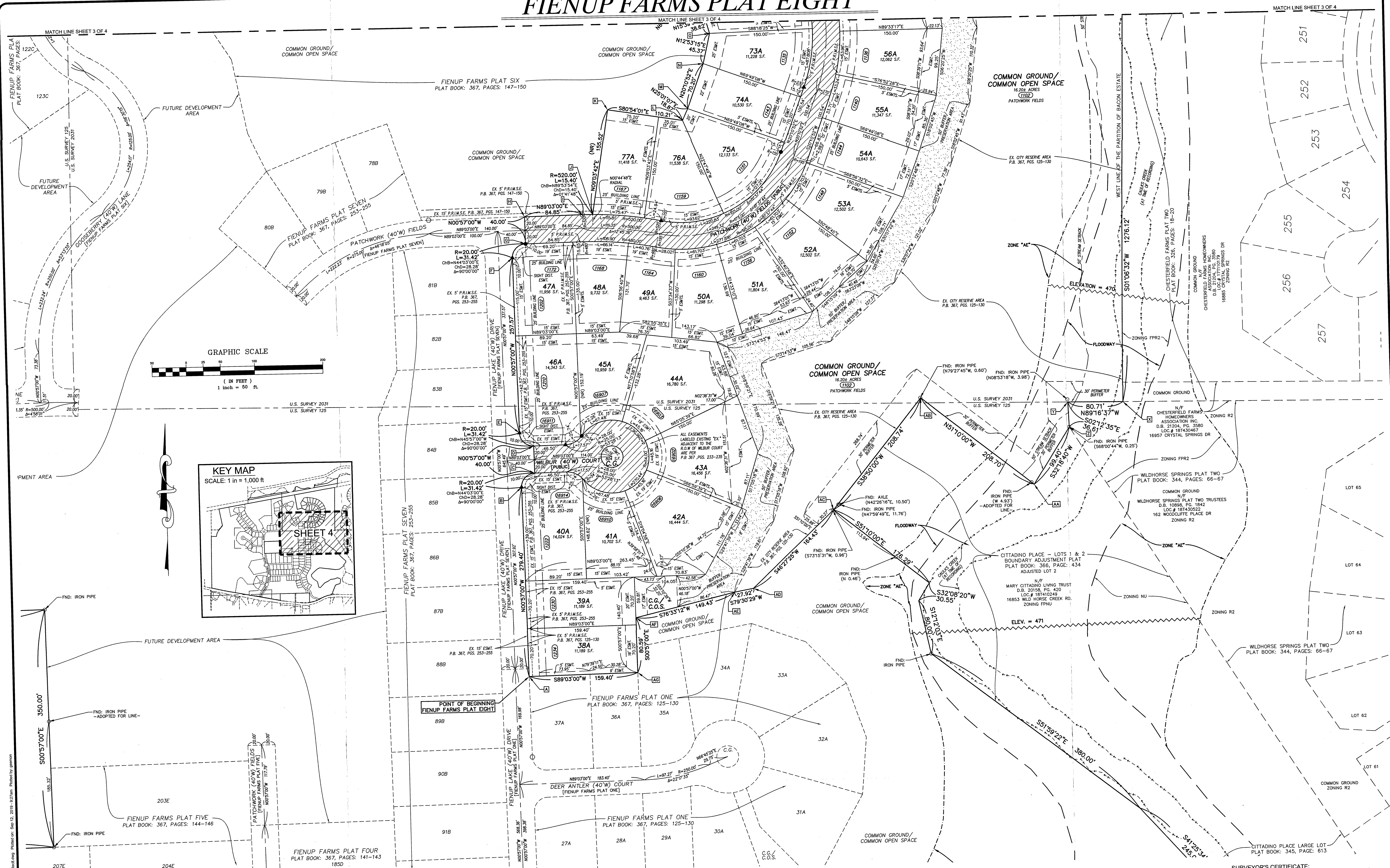
THE STERLING COMPANY
MO REG. 307-D

JAMES A. HENSON
PLS-2007017963
9-12-19

JAMES A. HENSON, P.L.S. - VICE PRESIDENT
MO REG. L.S. #2007017963

SHEET 3 OF 4

FIENUP FARMS PLAT EIGHT



STATE PLANE COORDINATES	
NORTHING	EASTING
A 31358.936	241500.663
B 31364.082	241499.542
C 31365.257	241505.556
D 31368.447	241505.396
E 31368.462	241499.221
F 31376.856	241498.187
G 31375.132	241504.202
H 31376.322	241504.041
I 31376.662	241528.899
J 31376.654	241534.591

STATE PLANE COORDINATES	
NORTHING	EASTING
K 31381.434	241542.216
L 31380.009	241575.363
M 31381.213	241577.813
N 31382.269	241585.263
O 31384.737	241588.393
X 31376.166	241768.020
Y 31376.560	241743.423
Z 31366.410	241743.815
AA 31369.862	241727.535
AB 31367.916	241678.124

STATE PLANE COORDINATES	
NORTHING	EASTING
AC 31365.495	241638.082
AD 31366.096	241601.620
AE 31369.575	241593.247
AF 31368.136	241548.916
AG 31359.575	241549.240

HATCHING LEGEND:
PUBLIC RIGHT-OF-WAY
BUFFER/PRESERVATION AREA

ABBREVIATION LEGEND:

- BK. = BOOK
- B.D. = BUILDING
- C.G. = COMMON GROUND
- C.D. = CHORD DISTANCE
- C.O.S. = COMMON OPEN SPACE
- D.B. = DEED BOOK
- ESMT. = EASEMENT
- EX. = EXISTING
- FND. = FOUND
- INF. = NOW OR FORMERLY
- NR. = NON-RADIAL
- P.B. = PLAT BOOK
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.V.M. = PAVEMENT
- R. = RECORD
- R.O.W. = RIGHT-OF-WAY
- RET. = RETAINING
- S. = SURVEYED
- S.F. = SQUARE FEET
- T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
- W. = WIDTH

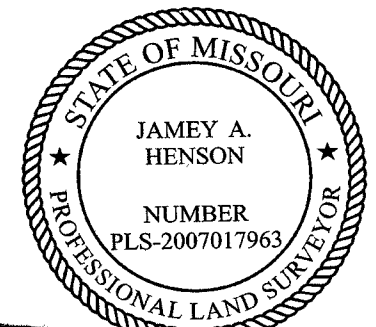
SYMBOL LEGEND:

- ▲ = SET PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (6" IRON W/ ALUMINUM CAP)
- = SET SEMI-PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (1/2" IRON W/ PLASTIC CAP OR CUT CROSS)
- = SET PERMANENT MONUMENT IN PREVIOUS PLAT.
- = SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT.
- = FOUND PERMANENT MONUMENT
- = FOUND SEMI-PERMANENT MONUMENT
- ⊕ = FOUND CROSS
- ⊕ = FOUND ANCHOR
- ⊕ = BENCHMARK
- ⊕ = ADDRESS

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 4 FOR CERTIFICATION.

THE STERLING COMPANY
MO. REG. L.S. #020717963



James A. Henson
9-12-19
JAMES A. HENSON, P.L.S., VICE PRESIDENT
MO. REG. L.S. #020717963

SHEET 4 OF 4

THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-sur.com

DRAWN BY:	GFS	MSD P# - MULTIPLE
CHECKED BY:	JAH	DATE: SEPT. 10, 2019
JOB NO.:	14-06-196	FIENUP FARMS PLAT EIGHT



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



Attn: Zach Wolff

DATE: 10/7/19

Standby L/C No.: SLC00005562

Currency/Amount:	USD 637,302.00
Applicant:	Wild Horse Residential, LLC
Issue Date:	10/7/19
Expiry Date:	10/1/21
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you.

ALL PARTIES TO THIS LETTER OF CREDIT ARE ADVISED THAT THE U.S. GOVERNMENT HAS IN PLACE SANCTIONS AGAINST CERTAIN COUNTRIES, RELATED ENTITIES AND INDIVIDUALS. COMMERCE BANK INCLUDING ITS BRANCHES ARE PROHIBITED FROM ENGAGING IN TRANSACTIONS WITHIN THE SCOPE OF SUCH SANCTIONS.

NOTWITHSTANDING THE ABOVE, ANY PRESENTATION THAT CONTAINS VIOLATIONS OF US REGULATIONS INCLUDING, BUT NOT LIMITED TO, OFAC SANCTIONS AND/OR ANTI BOYCOTT REGULATIONS MAY PROHIBIT US FROM PROCESSING THIS LC. PRESENTATION OF DOCUMENTS(S) THAT ARE NOT IN COMPLIANCE WITH THE APPLICABLE ANTI-BOYCOTT, ANTI-MONEY LAUNDERING, ANTI-TERRORISM, ANTI-DRUG TRAFFICKING, EXPORT DENIAL OR ECONOMIC SANCTIONS LAWS, REGULATIONS OR ORDERS IS NOT ACCEPTABLE.

APPLICABLE LAWS VARY DEPENDING ON THE TRANSACTION AND MAY INCLUDE UNITED NATIONS, UNITED STATES AND/OR LOCAL LAWS.

Authorities may require disclosure of information and Commerce Bank is not liable if it fails or delays to perform the transaction or discloses information as a result of actual or apparent breach of such sanctions.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: October 7, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005562

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$637,302.00 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This Letter of Credit is issued with respect to: (check all that apply)

☐ Grading Surety	☐ Subdivision Maintenance Deposit
☐ Landscape Surety	☐ Tree Preservation Surety
☐ Pavement Restoration Surety	☐ Other
☒ Subdivision Construction Deposit	

as detailed on the accompanying agreements for Fienup Farms Phase 2 Plat 8 (subdivision/development name), approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us;

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Page...3

Wild Horse Residential, LLC
SLC00005562

payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A or B as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above** or such other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit.

It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration Date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this Letter of Credit shall expire fully and finally not later than October 1, 2024.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005562.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to (INSERT BANK Account # _____) Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20_____.

City of Chesterfield, Missouri

By: _____
Planning & Development Services Director

EXHIBIT B

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of City of Chesterfield, Missouri to:

(INSERT BANK Account # _____), Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate this
_____ day of _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C

TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention: Planning & Development Services Director

RE: Our Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-referenced Letter of Credit and, therefore, it will expire in full and finally on the above mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very Truly Yours,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: _____

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$_____ of the above
Letter of Credit. The remaining maximum available credit for this Letter of Credit is
\$_____.

CITY OF CHESTERFIELD, MISSOURI

By _____
Planning & Development Services Director

Cc: Wild Horse Residential LLC
5091 Baumgartner Road
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield hereby authorizes the final reduction of the Letter of Credit established for _____. The Letter of Credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____ *

By: _____
Planning & Development Services Director

Enclosures: Letter of Credit

Cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [_____] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI [_____]

CITY OF CHESTERFIELD, MISSOURI

By _____
Planning & Development Services Director

Enclosures: Letter of Credit, if applicable

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____
in favor of City of Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[insert Lender's name]

By: _____

Name: _____

Title: _____

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

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

WITNESSETH:

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

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
Six hundred thirty-seven thousand three hundred two _____ DOLLARS
(\$ 637,302.00), lawful money of the United States of America; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the ____ day of _____, 20____.

ATTEST: (SEAL)


Type Name: Robert J. Berra
Title: Treasurer

DEVELOPER: Wild Horse Residential, LLC

BY:

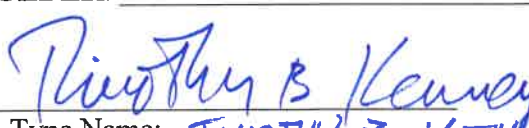

Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Type Name: J Fischer
Title: AVP

ESCROW HOLDER: Commerce Bank

BY:


Type Name: TIMOTHY B. KENNEY
Title: SUP
Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

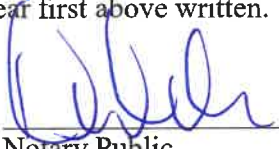
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

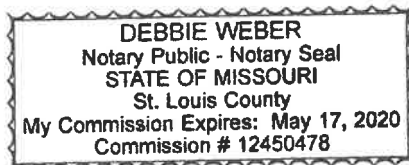
On this 8 day of October, 2019, before me appeared
Timothy Kenney, to me personally known, who, being by me duly sworn, did say
that he/she is the SVP (title) of
Commerce Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the
laws of the United States of America, and that the seal affixed to the foregoing instrument is the
Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said
bank by authority of its Board of Directors, and said SVP (title)
acknowledged said instrument to be the free act and deed of said bank.

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



Notary Public

My Commission Expires: 05.17.20



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 26th day of September, 2019, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of JHB Properties, Inc; authorized person, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its authorized person, (President or title of chief officer), John H. Berra, Jr. (name) as authorized person (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 26th day of September, 2019.


Notary Public

My Commission Expires: 9/18/21

MICHAEL TAYLOR STUART
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES: 9/18/2021
COMMISSION # 17304977

EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Fienup Farms
PLAT: 8
SUBDIVISION CODE: 330
NO. LOTS: 40
DATE OF PLAT APPROVAL: TBD

DEVELOPER: Wild Horse Residential LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$195,494.59	\$0.00 \$0.00	0	\$195,494.59	100
SIDEWALKS			\$4,407.04	\$0.00 \$0.00	0	\$4,407.04	100
STREET SIGNS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
STREET TREES			\$0.00	\$0.00 \$0.00	0	\$0.00	0
SANITARY SEWER AND PUMP STATIONS			\$41,342.40	\$0.00 \$0.00	0	\$41,342.40	100
STORM SEWER			\$76,666.59	\$0.00 \$0.00	0	\$76,666.59	100
GRADING			\$133,271.60	\$0.00 \$0.00	0	\$133,271.60	100
DETENTION & WQ			\$0.00	\$0.00 \$0.00	0	\$0.00	0
EROSION CONTROL			\$17,732.00	\$0.00 \$0.00	0	\$17,732.00	100
SILTATION CONTROL			\$9,680.00	\$0.00 \$0.00	0	\$9,680.00	100
COMMON GROUND SEED AND ISLAND SODDING			\$10,504.78	\$0.00 \$0.00	0	\$10,504.78	100
MONUMENTATION			\$5,423.00	\$0.00 \$0.00	0	\$5,423.00	100
RETAINING WALLS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
STREET LIGHTS			\$4,235.00	\$0.00 \$0.00	0	\$4,235.00	100
WATER MAINS			\$138,545.00	\$0.00 \$0.00	0	\$138,545.00	100
FENCE			\$0.00	\$0.00 \$0.00	0	\$0.00	0
MISC. REQ. IMPROVMENTS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
TOTALS			\$637,302.00	\$0.00	0	\$637,302.00	100



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



DATE: 10/7/19

Standby L/C No.: SLC00005566

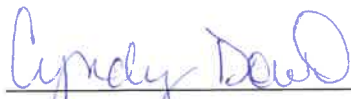
Currency/Amount:	USD 63,730.20
Applicant:	Wild Horse Residential, LLC
Issue Date:	10/7/19
Expiry Date:	10/1/21
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you.

ALL PARTIES TO THIS LETTER OF CREDIT ARE ADVISED THAT THE U.S. GOVERNMENT HAS IN PLACE SANCTIONS AGAINST CERTAIN COUNTRIES, RELATED ENTITIES AND INDIVIDUALS. COMMERCE BANK INCLUDING ITS BRANCHES ARE PROHIBITED FROM ENGAGING IN TRANSACTIONS WITHIN THE SCOPE OF SUCH SANCTIONS. NOTWITHSTANDING THE ABOVE, ANY PRESENTATION THAT CONTAINS VIOLATIONS OF US REGULATIONS INCLUDING, BUT NOT LIMITED TO, OFAC SANCTIONS AND/OR ANTI BOYCOTT REGULATIONS MAY PROHIBIT US FROM PROCESSING THIS LC. PRESENTATION OF DOCUMENTS(S) THAT ARE NOT IN COMPLIANCE WITH THE APPLICABLE ANTI-BOYCOTT, ANTI-MONEY LAUNDERING, ANTI-TERRORISM, ANTI-DRUG TRAFFICKING, EXPORT DENIAL OR ECONOMIC SANCTIONS LAWS, REGULATIONS OR ORDERS IS NOT ACCEPTABLE. APPLICABLE LAWS VARY DEPENDING ON THE TRANSACTION AND MAY INCLUDE UNITED NATIONS, UNITED STATES AND/OR LOCAL LAWS.

Authorities may require disclosure of information and Commerce Bank is not liable if it fails or delays to perform the transaction or discloses information as a result of actual or apparent breach of such sanctions.
Regards,


(Authorized Signature)


(Authorized Signature)



COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: October 7, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005566

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$63,730.20 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This Letter of Credit is issued with respect to: (check all that apply)

☐ Grading Surety	☒ Subdivision Maintenance Deposit
☐ Landscape Surety	☐ Tree Preservation Surety
☐ Pavement Restoration Surety	☐ Other
☐ Subdivision Construction Deposit	

as detailed on the accompanying agreements for Fienup Farms Phase 2 Plat 8 (subdivision/development name), approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us;

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Page...3

Wild Horse Residential LLC

SLC00005566

expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above** or such other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit.

It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration Date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this Letter of Credit shall expire fully and finally not later than October 1, 2025.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005566.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit E, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to (INSERT BANK Account # _____) Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20_____.

City of Chesterfield, Missouri

By: _____
Planning & Development Services Director

EXHIBIT B

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of City of Chesterfield, Missouri to:

(INSERT BANK Account # _____), Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate this
_____ day of _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C

TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention: Planning & Development Services Director

RE: Our Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-referenced Letter of Credit and, therefore, it will expire in full and finally on the above mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very Truly Yours,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: _____

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$_____ of the above
Letter of Credit. The remaining maximum available credit for this Letter of Credit is
\$_____.

CITY OF CHESTERFIELD, MISSOURI

By _____
Planning & Development Services Director

Cc: Wild Horse Residential LLC
5091 Baumgartner Road
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield hereby authorizes the final reduction of the Letter of Credit established for _____. The Letter of Credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____ *

By: _____
Planning & Development Services Director

Enclosures: Letter of Credit

Cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [_____] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI [_____]

CITY OF CHESTERFIELD, MISSOURI

By _____
Planning & Development Services Director

Enclosures: Letter of Credit, if applicable

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____
in favor of City of Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[insert Lender's name]

By: _____

Name: _____

Title: _____

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

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

WITNESSETH:

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

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of ^{Sixty-three thousand seven hundred thirty}_____ DOLLARS
(^{\$63,730.20}_____), lawful money of the United States of America; and

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

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

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of Sixty-three thousand seven hundred thirty

(check one)

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

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

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

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

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

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

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

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

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

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

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

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

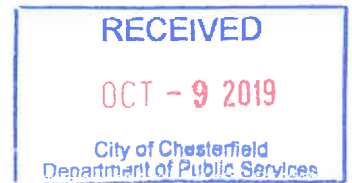
9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

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

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

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

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

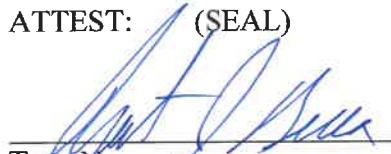


for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

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

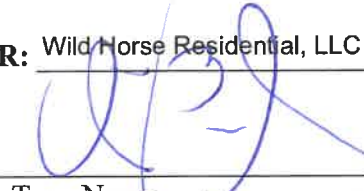
seals the ____ day of _____, 20____ A.D.

ATTEST: (SEAL)


Type Name: Robert J. Berra
Title: Treasurer

DEVELOPER: Wild Horse Residential, LLC

BY:


Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Name: J. Fischer Tunge
Title: AVE

CREDIT HOLDER: Commerce Bank

BY:

Name: _____
Title: _____

Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____

Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

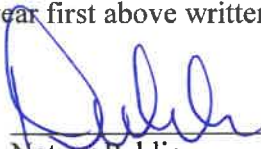
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 8 day of October, 2019, before me appeared
Timothy Kenney, to me personally known, who, being by me duly
sworn, did say that he/she is the SVP (title) of
Commerce Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the laws of the
United States of America, and that the seal affixed to the foregoing instrument is the Corporate
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and said SVP (title)
acknowledged said instrument to be the free act and deed of said bank.

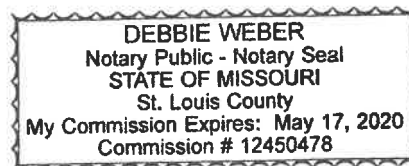
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires:

05.17.20



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 26th day of September, 2019, before me appeared
John H. Berra, Jr. (name) to me personally known, who, being by
me duly sworn, did say that he/she is the President (title or Executing
Official) of JHB Properties, Inc; authorized person, a Missouri Limited Liability
Corporation, and that he/she in fact has the authority to execute the foregoing agreement
pursuant to the authority given him/her by the Limited Liability Corporation, and that said
agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of
its authorized person, (President or title of chief officer),
John H. Berra, Jr. (name) as authorized person (title of
Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and
deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial
seal, this 26th day of September, 2019.


Notary Public

My Commission Expires: 9/18/21

MICHAEL TAYLOR STUART
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES: 9/18/2021
COMMISSION # 17304977

MAINTENANCE DEPOSIT

SUBDIVISION: Fienup Farms

PLAT: 8

SUB CODE: 330

DEVELOPER: Wild Horse Residential LLC

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

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$19,549.46			\$19,549.46
SIDEWALKS	\$440.70			\$440.70
STREET SIGNS	\$0.00			\$0.00
STREET TREES	\$0.00			\$0.00
SAN. SEWER	\$4,134.24			\$4,134.24
STORM SEWER	\$7,666.66			\$7,666.66
GRADING	\$13,327.16			\$13,327.16
DETENTION & WQ	\$0.00			\$0.00
EROSION CONTROL	\$1,773.20			\$1,773.20
SILTATION CONTROL	\$968.00			\$968.00
COMMON GR. SEED	\$1,050.48			\$1,050.48
MONUMENTATION	\$542.30			\$542.30
RETAINING WALL	\$0.00			\$0.00
STREET LIGHTS	\$423.50			\$423.50
WATER MAINS	\$13,854.50			\$13,854.50
FENCE	\$0.00			\$0.00
MISC. REQUIRED IMP.	\$0.00			\$0.00
TOTALS	\$63,730.20		\$0.00	\$63,730.20

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE FIENUP FARMS PLAT 9, A 14.80 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT ON THE NORTH SIDE OF WILD HORSE CREEK ROAD EAST OF ITS INTERSECTION WITH KEHRS MILL ROAD AND WEST OF ITS INTERSECTION WITH BAXTER ROAD.

WHEREAS, Wild Horse Residential, LLC has submitted for review and approval a Record Plat for the Fienup Farms subdivision; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 14.80 acre tract of land into twenty-seven (27) residential lots; and,

WHEREAS, the Planning Commission having reviewed the same and has recommended approval thereof; and,

WHEREAS, the Department of Planning and Development Services has reviewed the Record Plat in accordance with the Unified Development Code of the City of Chesterfield and has found it to be in compliance with all applicable ordinances and has forwarded said Record Plat to the City Council; and,

WHEREAS, the City Council of the City of Chesterfield having considered the request, voted to approve said Record Plat.

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

Section 1. The Record Plat for the Fienup Farms subdivision, which is made part hereof and attached hereto as “Exhibit 1”, and Escrow Agreements, are hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the said Record Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

Section 3. The Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 11/18/2019

OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED, OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYORS CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION BEING HEREINAFTER BE KNOWN AS FIENUP FARMS PLAT NINE. BARN COW LANE (40 FEET WIDE), EDGEWOOD HILL (40 FEET WIDE), HELENS WOODS COURT (40 FEET WIDE), AND PATCHWORK FIELDS (40 FEET WIDE), TOGETHER WITH ALL CUL-DE-SACS AND ROUNDINGS LOCATED AT THE STREET INTERSECTIONS WHICH FOR BETTER IDENTIFICATION ARE SHOWN MATCHED (1/1) ON THIS PLAT, ARE HEREBY DEDICATED TO CITY OF CHESTERFIELD FOR PUBLIC USE FOREVER.

PERMANENT ROADWAY, IMPROVEMENT, MAINTENANCE, AND SIDEWALK EASEMENTS (P.R.I.M.S.E.) ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, FOR PUBLIC USE FOREVER. PUBLIC SIDEWALKS LOCATED WITHIN THE PERMANENT ROADWAY, IMPROVEMENT, MAINTENANCE, AND SIDEWALK EASEMENTS SHALL BE MAINTAINED BY THE CITY OF CHESTERFIELD, MISSOURI.

ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI. MISSOURI AMERICAN WATER COMPANY, SPIRE MISSOURI, INC., UNION ELECTRIC COMPANY, DISA AMEREN MISSOURI, SOUTHWESTERN BELL TELEPHONE COMPANY, L.P., DISA AT MISSOURI, METROPOLITAN ST. LOUIS SEWER DISTRICT, THE RELEVANT CABLE TELEVISION COMPANY, THEIR SUCCESSORS AND ASSIGNS, AND THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, REPLACING, MAINTAINING, AND REPAIRING PUBLIC UTILITIES, ROADWAYS, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES.

THE SIGHT DISTANCE EASEMENTS AS SHOWN HEREIN ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, FOR PUBLIC USE FOREVER, TO ENSURE AND PROTECT THE CLEAR AND UNOBSTRUCTED VIEW OF MOTORISTS ON AND ENTERING THE ADJACENT ROADWAY. NO PART OF SAID EASEMENTS SHALL BE BUILT ON IN ANY MANNER WHATSOEVER, NOR SHALL THE GRADE OF THE LAND WITHIN THE EASEMENT BE CHANGED, NOR SHALL GRANTOR ERECT, PLANT, ALLOW OR PERMIT ANY STRUCTURE (INCLUDING SIGNS, FENCES OR POLES) OR PLANTING (INCLUDING ANY TREES, SHRUBS, GRASS OR WEEDS) WITHIN SAID EASEMENTS UNLESS EXPRESSLY APPROVED BY THE CITY OF CHESTERFIELD, ANY STRUCTURES, PLANTS OR GRASSING WHICH ARE NOT APPROVED BY THE CITY OF CHESTERFIELD, OR WHICH ARE NOT MAINTAINED, SHALL BE REMOVED OR CORRECTED. ANY STRUCTURE OR PLANTING APPROVED BY THE CITY OF CHESTERFIELD SHALL BE MAINTAINED TO PROVIDE SIGHT DISTANCE. DRIVEWAYS AND SIDEWALKS SHALL BE ALLOWED IN THE SIGHT DISTANCE EASEMENTS.

THE PERMITTER BUFFERS ARE ESTABLISHED AS PROTECTED AREAS FOR NATURAL VEGETATION AND VEGETATIVE LANDSCAPING ONLY. STRUCTURES OF ANY SIZE, WHETHER TEMPORARY OR PERMANENT, ARE NOT PERMITTED WITHIN PERMITTER BUFFERS. TRAILS, PUBLIC SIDEWALKS, PUBLIC ROADWAYS, PRIVATE ROADWAYS, FENCES, AND UTILITIES SHALL BE ALLOWED WITHIN THE PERMITTER BUFFERS. NATURAL VEGETATION AND VEGETATIVE LANDSCAPING AS APPROVED BY THE CITY OF CHESTERFIELD DURING SITE PLAN REVIEW IS REQUIRED TO BE MAINTAINED AND PRESERVED INDEFINITELY BY THE FIENUP FARMS HOMEOWNERS ASSOCIATION FAILURE TO MAINTAIN OR PRESERVE PERMITTER BUFFERS MAY RESULT IN INSPECTION AND ISSUANCE OF FINES BY THE CITY OF CHESTERFIELD, MISSOURI.

THE BUFFER PRESERVATION AREAS, AS SHOWN HEREIN, ARE ESTABLISHED AS PROTECTED AREAS FOR VEGETATIVE LANDSCAPING ONLY AND SHALL BE PRESERVED IN THEIR REVEGETATED NATURAL STATE. STRUCTURES OF ANY SIZE, WHETHER TEMPORARY OR PERMANENT, INCLUDING TRAILS, ARE NOT PERMITTED WITHIN THE BUFFER PRESERVATION AREAS. LANDSCAPING AS APPROVED BY THE CITY OF CHESTERFIELD DURING SITE PLAN REVIEW IS REQUIRED TO BE MAINTAINED AND PRESERVED INDEFINITELY BY THE FIENUP FARMS HOMEOWNERS ASSOCIATION.

NO ABOVE GROUND STRUCTURE, OTHER THAN REQUIRED STREET LIGHTS OR OTHER PUBLIC UTILITIES IN ACCORDANCE WITH THE APPROVED IMPROVEMENT PLANS MAY BE CONSTRUCTED OR INSTALLED WITHIN A CUL-DE-SAC ISLAND, DIVIDED STREET ISLAND, OR MEDIAN STRIP, SHALL BE THE RESPONSIBILITY OF THE FIENUP FARMS HOMEOWNERS ASSOCIATION.

THE PLAT IS SUBJECT TO A "MAINTENANCE AGREEMENT" EXECUTED THE 12TH DAY OF JUNE, 2018, AS RECORDED IN THE ST. LOUIS COUNTY RECORDER OF DEEDS IN BOOK 23064, PAGE 237, AND AS AMENDED THEREAFTER, FOR MAINTENANCE AND OPERATION OF THE STORMWATER MANAGEMENT RESERVE AREAS SERVING DRAINAGE FROM LOTS CONTAINED WITHIN THIS PLAT.

THIS TRACT IS SUBJECT TO A RESIDENTIAL USE RESTRICTION LIMITING ANY DEVELOPMENT ON THE SUBJECT TRACT TO SINGLE-FAMILY RESIDENTIAL USE, INCLUDING SINGLE-FAMILY HOMES, VILLAS AND DUPLEXES AND RELATED ADJACENT TO SERVICE SUCH RESIDENTIAL USE AND PARKS AND FOR NO OTHER PURPOSE WHATSOEVER. ADDITIONALLY THIS TRACT IS SUBJECT TO AN AMENITY RESTRICTION THAT STATES THE GRANTEE SHALL NOT CONSTRUCT A CLUBHOUSE, COMMUNITY OR RECREATION CENTER, OR SIMILAR ENCLOSED BUILDING OR AMPHITHEATRE ON THE WEST SIDE OF FIENUP LANE. THE FOREGOING RESTRICTIONS SHALL NOT RESTRICT THE CONSTRUCTION OF GAZEBOS, TRAILS, PARK BENCHES OR OTHER SIMILAR PASSIVE RECREATIONAL FEATURES IN THE AFOREMENTIONED AREA. FURTHERMORE, IF GRANTEE DRILLS A WATER WELL TO ADD WATER TO THE LOCATION OF THE WELL, SHALL BE IN COMMON GROUND ADJACENT TO THE LAND. THE ABOVE MENTIONED RESIDENTIAL USE AND AMENITY RESTRICTIONS ARE ACCORDING TO INSTRUMENT RECORDED IN BOOK 23062, PAGE 898, THESE RESTRICTIONS SHALL REMAIN IN EFFECT UNTIL MAY 31, 2038, SAID INSTRUMENT ALSO ESTABLISHES SEVERAL LARGE LOT RESTRICTIONS AREAS, WHICH DO NOT AFFECT THE SUBJECT TRACT.

THE COMMON GROUND SHOWN ON THIS PLAT HAS BEEN CONVEYED FOREVER TO FIENUP FARMS HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, BY GENERAL WARRANTY DEED RECORDED THE _____ DAY OF _____, 20____, AS SAID NO. _____ IN THE ST. LOUIS COUNTY RECORDS.

THIS SUBDIVISION IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS IN FIENUP FARMS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED ON THE 12TH DAY OF MARCH, 2016, IN BOOK 23435, PAGE 510 OF THE ST. LOUIS COUNTY RECORDS OR AS AMENDED THEREAFTER.

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED.

IT IS HEREBY CERTIFIED THAT ALL EXISTING EASEMENTS ARE SHOWN OR NOTED ON THIS PLAT AS OF THE TIME AND DATE OF RECORDING OF THIS PLAT.

IN WITNESS WHEREOF, I HAVE HERETOBY SET MY HAND THIS _____ DAY OF _____, 20____.

WILD HORSE RESIDENTIAL, LLC
JH PROPERTIES, INC. MANAGING MEMBER
BY: JOHN H. BERRA, JR., PRESIDENT
STATE OF MISSOURI _____
COUNTY OF ST. LOUIS _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED JOHN H. BERRA, JR., TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF JH PROPERTIES, INC., A MISSOURI CORPORATION AND MANAGING MEMBER OF WILD HORSE RESIDENTIAL, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND SAID JOHN H. BERRA, JR. ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.
IN TESTIMONY WHEREOF, I HAVE HERETOBY SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

LIEHOLDER - PARTIAL RELEASE OF DEED OF TRUST:

WHEREAS, COMMENCE BANK, BY A DEED OF TRUST DATED MAY 31, 2018 AND RECORDED IN DEED BOOK 23062, PAGE 970 OF THE ST. LOUIS COUNTY RECORDS, CONVEYED TO THE TRUSTEE THESE NAME CERTAIN REAL ESTATE TO SECURE THE PAYMENT OF CERTAIN NOTE OR NOTES IN SAID DEED DESCRIBED AND SET FORTH; AND WHEREAS, SAID DEED OF TRUST AND NOTE OR NOTES HAS OR HAVE BEEN PARTIALLY PAID AND SATISFIED.

NOW, THEREFORE, THE UNDERSIGNED, PRESENT HOLDER AND LEGAL OWNER OF SAID DEED OF TRUST AND NOTE OR NOTES, DOES HEREBY JOIN IN AND APPROVE EVERY DETAIL THIS PLAT AND DOES HEREBY RELEASE, REMISE AND OUTLAW TO THE PRESENT OWNERS, PARTS OF THE REAL ESTATE IN SAID DEED OF TRUST DESCRIBED, TO WIT, ALL COMMON GROUND OR COMMON OPEN SPACE SHOWN ON THIS PLAT AND ALL STRIPS, PUBLIC OR PRIVATE RIGHT-OF-WAY DEDICATION AREAS, OR ROADWAY EASEMENTS ON THIS PLAT.

TO HAVE AND TO HOLD SAME, WITH ALL APPURTENANCES THERE BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS _____ DAY OF _____, 20____.

BY: TIMOTHY B. KENNEY, SENIOR VICE PRESIDENT

STATE OF MISSOURI _____
COUNTY OF ST. LOUIS _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME APPEARED TIMOTHY B. KENNEY, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE SENIOR VICE PRESIDENT OF COMMENCE BANK, A NATIONAL BANK COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID ASSOCIATION AND SAID TIMOTHY B. KENNEY ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

IN TESTIMONY WHEREOF, I HAVE HERETOBY SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CITY OF CHESTERFIELD

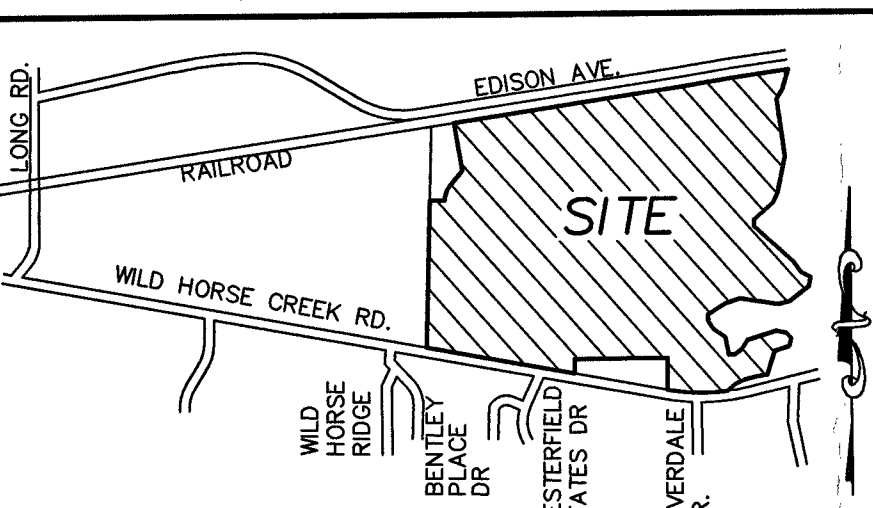
THIS IS TO CERTIFY THAT THE RECORD PLAT OF "FIENUP FARMS PLAT NINE" WAS APPROVED BY THE CITY COUNCIL, FOR THE CITY OF CHESTERFIELD BY ORDINANCE NO. _____ ON THE _____ DAY OF _____, 20____, AND THEREBY AUTHORIZES THE RECORDING OF THIS RECORD PLAT WITH THE OFFICE OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

BOB NATION, MAYOR VICKIE HASS, CITY CLERK

THE **STERLING** CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-sur.com

DRAWN BY: GFS
CHECKED BY: JAH
JOB NO.: 14-06-196
MSD # - MULTIPLE
DATE: JULY 31, 2019
FIENUP FARMS PLAT NINE

LOCATION MAP N.T.S.



N.T.S.

WILD HORSE CREEK RD

DIXON AVE

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

WILD HORSE CREEK RD

*A TRACT OF LAND BEING PART OF ADJUSTED TRACT "A" OF FIENUP TRACT - BOUNDARY ADJUSTMENT PLAT
RECORDED IN PLAT BOOK 366, PAGES 195-198, LOCATED IN U.S. SURVEYS 125 AND 2031,
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.
ZONED "PUD" PLANNED UNIT DEVELOPMENT, ORDINANCE NO. 2971*

STATE PLANE COORDINATES		
	NORTHING	EASTING
A	5135977.60	2412087.84
B	5135985.65	2412091.16
C	5136044.45	2412420.71
D	5137893.37	2410892.97
E	5137611.76	241112.46
F	5137808.96	2412372.71
G	51373.829	241301.584
H	513710.180	24131.852
I	513708.05	2412106.08
J	513688.295	241106.014
K	513688.360	241087.062
L	513688.816	241078.535
M	513736.208	241067.023
N	513743.428	241058.901
O	513820.990	240986.146
P	513826.153	240950.356
Q	513878.209	240867.159
R	513889.195	240875.185
S	513933.010	240917.078
T	513938.397	240904.008
U	513737.541	241191.813
V	51391.829	241192.415
W	513691.725	241184.526
X	513691.261	241174.321
Y	513690.608	241165.922
Z	513690.553	241164.038
AA	513722.014	241164.524
AB	513752.012	241169.844
AC	513742.933	241238.344
AD	513778.357	241253.693
AE	513860.363	241270.344
AF	513827.002	241311.123
AG	513775.992	241312.002
AH	513731.290	241292.036
AI	513709.410	241292.036
AJ	513765.924	241319.428
AK	513840.702	241351.658
AL	513898.695	241361.658
AM	513902.590	241321.648
AN	513902.590	241336.076
AO	513867.908	241340.166
AP	513857.247	241363.242
AQ	513838.799	241375.035
AR	513905.53	241389.053
AS	513788.386	241389.880
AT	513783.105	241367.740
AV	513727.807	241405.767
AW	513659.943	241384.850
AX	513688.782	241372.716
AY	513675.781	241366.076
AZ	513680.532	241302.439
BA	513692.695	241303.992
BB	513699.029	241298.022
BC	513699.030	241292.027

LINE TABLE		
LINE #	LENGTH	BEARING
L1	54.83'	S01°35'57"E
L2	87.39'	S37°24'53"E
L3	163.27'	S12°31'43"E
L4	44.57'	S70°22'17"E
L5	185.44'	N44°26'07"E
L6	72.15'	N54°56'38"E
L7	123.88'	N83°32'31"E
L8	81.25'	N68°43'16"E
L9	80.37'	S72°03'00"E
L10	36.22'	S31°16'48"E
L11	51.83'	S05°05'09"E
L12	36.53'	S83°09'11"E
L13	25.00'	S07°12'43"E
L14	52.12'	S62°09'11"E
L15	5.22'	N00°30'40"E

LINE TABLE		
LINE #	LENGTH	BEARING
L16	120.54'	N78°53'20"W
L17	5.00'	S110°40'0"W
L18	5.00'	N11°04'40"E
L19	5.00'	N11°04'40"E
L20	150.00'	N78°55'20"W
L21	5.00'	S11°04'40"W
L22	50.00'	N78°55'20"W
L23	5.00'	S11°04'40"W
L24	100.00'	N78°55'20"W
L25	5.00'	S11°04'40"W
L26	52.58'	N78°55'20"W
L27	5.08'	N00°46'25"E

HATCHING LEGEND:

PUBLIC RIGHT-OF-WAY =
PLAT 9 LIMITS =
PHASE 2 LIMITS =

DRAWN BY:	GFS	MSD # - MULTIPLE
CHECKED BY:	JAH	DATE: JULY 31, 2019
JOB NO.:	14-06-196	FIENUP FARMS PLAT NINE

LOCATION MAP *N.T.S.*

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 3 FOR CERTIFICATION.

THE STERLING COMPANY
MO REG. 307-D


JAMES A. HENSON, P.L.S. - VICE PRESIDENT
MO. REG. L.S. #2007017963


1-8-19
DATE

SHEET 2 OF 3

JAMEY A. HENSON, P.L.S. - VICE PRESIDENT DATE
MO. REG. L.S. #2007017963 SHEET 2 OF 3

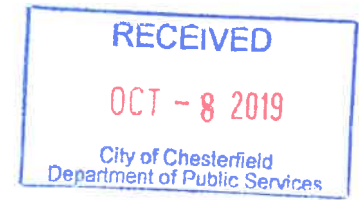


Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attn: Zach Wolff



DATE: 10/7/19

Standby L/C No.: SLC00005564

Currency/Amount:	USD 624,557.57
Applicant:	Wild Horse Residential, LLC
Issue Date:	10/7/19
Expiry Date:	10/1/21
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you.

ALL PARTIES TO THIS LETTER OF CREDIT ARE ADVISED THAT THE U.S. GOVERNMENT HAS IN PLACE SANCTIONS AGAINST CERTAIN COUNTRIES, RELATED ENTITIES AND INDIVIDUALS. COMMERCE BANK INCLUDING ITS BRANCHES ARE PROHIBITED FROM ENGAGING IN TRANSACTIONS WITHIN THE SCOPE OF SUCH SANCTIONS.

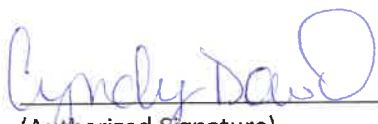
NOTWITHSTANDING THE ABOVE, ANY PRESENTATION THAT CONTAINS VIOLATIONS OF US REGULATIONS INCLUDING, BUT NOT LIMITED TO,

OFAC SANCTIONS AND/OR ANTI BOYCOTT REGULATIONS MAY PROHIBIT US FROM PROCESSING THIS LC.

PRESENTATION OF DOCUMENTS(S) THAT ARE NOT IN COMPLIANCE WITH THE APPLICABLE ANTI-BOYCOTT, ANTI-MONEY LAUNDERING, ANTI-TERRORISM, ANTI-DRUG TRAFFICKING, EXPORT DENIAL OR ECONOMIC SANCTIONS LAWS, REGULATIONS OR ORDERS IS NOT ACCEPTABLE. APPLICABLE LAWS VARY DEPENDING ON THE TRANSACTION AND MAY INCLUDE UNITED NATIONS, UNITED STATES AND/OR LOCAL LAWS.

Authorities may require disclosure of information and Commerce Bank is not liable if it fails or delays to perform the transaction or discloses information as a result of actual or apparent breach of such sanctions.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: October 7, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005564

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$624,557.57 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This Letter of Credit is issued with respect to: (check all that apply)

☐ Grading Surety	☐ Subdivision Maintenance Deposit
☐ Landscape Surety	☐ Tree Preservation Surety
☐ Pavement Restoration Surety	☐ Other
☒ Subdivision Construction Deposit	

as detailed on the accompanying agreements for Fienup Farms Phase 2 Record Plat 9 (subdivision /development name), approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us;

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Page...3

Wild Horse Residential, LLC
SLC00005564

payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A or B as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above** or such other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit.

It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration Date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this Letter of Credit shall expire fully and finally not later than October 1, 2024.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005564.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to (INSERT BANK Account # _____) Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20_____.

City of Chesterfield, Missouri

By: _____
Planning & Development Services Director

EXHIBIT B

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of City of Chesterfield, Missouri to:

(INSERT BANK Account # _____), Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate this
_____ day of _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C

TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention: Planning & Development Services Director

RE: Our Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-referenced Letter of Credit and, therefore, it will expire in full and finally on the above mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very Truly Yours,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: _____

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$_____ of the above
Letter of Credit. The remaining maximum available credit for this Letter of Credit is
\$_____.

CITY OF CHESTERFIELD, MISSOURI

By _____
Planning & Development Services Director

Cc: Wild Horse Residential LLC
5091 Baumgartner Road
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield hereby authorizes the final reduction of the Letter of Credit established for _____. The Letter of Credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____ *

By: _____
Planning & Development Services Director

Enclosures: Letter of Credit

Cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [_____] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI

[_____]

CITY OF CHESTERFIELD, MISSOURI

By _____
Planning & Development Services Director

Enclosures: Letter of Credit, if applicable

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT

SIGHT DRAFT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____
in favor of City of Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[insert Lender's name]

By: _____

Name: _____

Title: _____

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

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

WITNESSETH:

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

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
Six hundred twenty-four thousand five hundred fifty-seven _____ DOLLARS
(\$^{624,557.58}_____), lawful money of the United States of America; and

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

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of Six hundred twenty-four thousand five hundred fifty-seven, DOLLARS (\$ 624,557.58) lawful money of the United States of America by: (check one)

☐ Depositing cash with the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

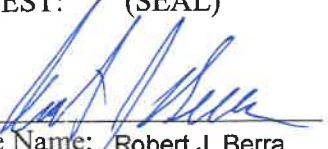
14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this



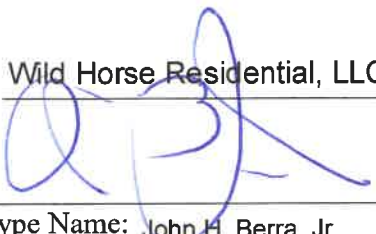
subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the ____ day of _____, 20____.

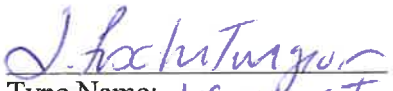
ATTEST: (SEAL)


Type Name: Robert J. Berra
Title: Treasurer

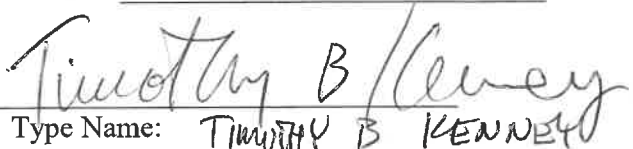
DEVELOPER: Wild Horse Residential, LLC

BY: 
Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Type Name: J. Fischer Turgeon
Title: AVP

ESCROW HOLDER: Commerce Bank

BY: 
Type Name: TIMOTHY B KENNEY
Title: SVP
Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

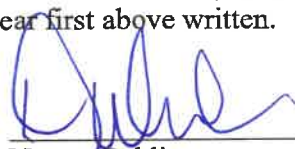
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

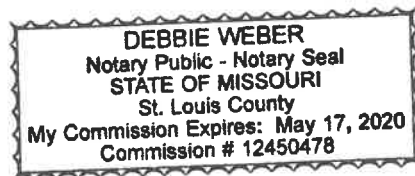
On this 8 day of October, 2019, before me appeared
Timothy Kearney, to me personally known, who, being by me duly sworn, did say
that he/she is the SVP (title) of
Commerce Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the
laws of the United States of America, and that the seal affixed to the foregoing instrument is the
Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said
bank by authority of its Board of Directors, and said SVP (title)
acknowledged said instrument to be the free act and deed of said bank.

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



Notary Public

My Commission Expires: 05.17.20



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 26th day of September, 2019, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of JHB Properties, Inc; authorized person, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its authorized person, (President or title of chief officer), John H. Berra, Jr. (name) as authorized person (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 26th day of September, 2019.


Notary Public

My Commission Expires: 9/18/21

MICHAEL TAYLOR STUART
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES: 9/18/2021
COMMISSION # 17304977

EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Fienup Farms
 PLAT: 9
 SUBDIVISION CODE: 330
 NO. LOTS: 27
 DATE OF PLAT APPROVAL: TBD

DEVELOPER: Wild Horse Residential LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$164,246.45	\$0.00 \$0.00	0	\$164,246.45	100
SIDEWALKS			\$14,251.05	\$0.00 \$0.00	0	\$14,251.05	100
STREET SIGNS			\$495.00	\$0.00 \$0.00	0	\$495.00	100
STREET TREES			\$0.00	\$0.00 \$0.00	0	\$0.00	0
SANITARY SEWER AND PUMP STATIONS			\$21,443.40	\$0.00 \$0.00	0	\$21,443.40	100
STORM SEWER			\$46,900.26	\$0.00 \$0.00	0	\$46,900.26	100
GRADING			\$112,535.50	\$0.00 \$0.00	0	\$112,535.50	100
DETENTION & WQ			\$0.00	\$0.00 \$0.00	0	\$0.00	0
EROSION CONTROL			\$12,412.40	\$0.00 \$0.00	0	\$12,412.40	100
SILTATION CONTROL			\$7,420.60	\$0.00 \$0.00	0	\$7,420.60	100
COMMON GROUND SEED AND ISLAND SODDING			\$8,696.12	\$0.00 \$0.00	0	\$8,696.12	100
MONUMENTATION			\$7,315.00	\$0.00 \$0.00	0	\$7,315.00	100
RETAINING WALLS			\$61,967.40	\$0.00 \$0.00	0	\$61,967.40	100
STREET LIGHTS			\$4,235.00	\$0.00 \$0.00	0	\$4,235.00	100
WATER MAINS			\$156,777.50	\$0.00 \$0.00	0	\$156,777.50	100
FENCE			\$5,861.90	\$0.00 \$0.00	0	\$5,861.90	100
MISC. REQ. IMPROVMENTS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
TOTALS			\$624,557.57	\$0.00	0	\$624,557.57	100



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



Attn: Zach Wolff

DATE: 10/7/19

Standby L/C No.: SLC00005565

Currency/Amount:	USD 62,455.76
Applicant:	Wild Horse Residential, LLC
Issue Date:	10/7/19
Expiry Date:	10/1/21
Expiry Place:	At Our Counters

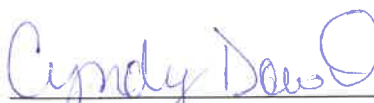
Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you.

ALL PARTIES TO THIS LETTER OF CREDIT ARE ADVISED THAT THE U.S. GOVERNMENT HAS IN PLACE SANCTIONS AGAINST CERTAIN COUNTRIES, RELATED ENTITIES AND INDIVIDUALS. COMMERCE BANK INCLUDING ITS BRANCHES ARE PROHIBITED FROM ENGAGING IN TRANSACTIONS WITHIN THE SCOPE OF SUCH SANCTIONS. NOTWITHSTANDING THE ABOVE, ANY PRESENTATION THAT CONTAINS VIOLATIONS OF US REGULATIONS INCLUDING, BUT NOT LIMITED TO, OFAC SANCTIONS AND/OR ANTI BOYCOTT REGULATIONS MAY PROHIBIT US FROM PROCESSING THIS LC. PRESENTATION OF DOCUMENTS(S) THAT ARE NOT IN COMPLIANCE WITH THE APPLICABLE ANTI-BOYCOTT, ANTI-MONEY LAUNDERING, ANTI-TERRORISM, ANTI-DRUG TRAFFICKING, EXPORT DENIAL OR ECONOMIC SANCTIONS LAWS, REGULATIONS OR ORDERS IS NOT ACCEPTABLE. APPLICABLE LAWS VARY DEPENDING ON THE TRANSACTION AND MAY INCLUDE UNITED NATIONS, UNITED STATES AND/OR LOCAL LAWS.

Authorities may require disclosure of information and Commerce Bank is not liable if it fails or delays to perform the transaction or discloses information as a result of actual or apparent breach of such sanctions.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: October 7, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005565

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$62,455.76 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This Letter of Credit is issued with respect to: (check all that apply)

☐ Grading Surety	☒ Subdivision Maintenance Deposit
☐ Landscape Surety	☐ Tree Preservation Surety
☐ Pavement Restoration Surety	☐ Other
☐ Subdivision Construction Deposit	

as detailed on the accompanying agreements for Fienup Farms Phase 2 Record Plat 9 (subdivision /development name), approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us;

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Page...3

Wild Horse Residential, LLC
SLC00005565

payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A or B as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above** or such other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit.

It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration Date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this Letter of Credit shall expire fully and finally not later than October 1, 2025.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005565.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$_____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to (INSERT BANK Account # _____) Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20_____.

City of Chesterfield, Missouri

By: _____
Planning & Development Services Director

EXHIBIT B

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of City of Chesterfield, Missouri to:

(INSERT BANK Account # _____), Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate this
_____ day of _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C

TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention: Planning & Development Services Director

RE: Our Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-referenced Letter of Credit and, therefore, it will expire in full and finally on the above mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very Truly Yours,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: _____

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$_____ of the above
Letter of Credit. The remaining maximum available credit for this Letter of Credit is
\$_____.

CITY OF CHESTERFIELD, MISSOURI

By _____
Planning & Development Services Director

Cc: Wild Horse Residential LLC
5091 Baumgartner Road
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield hereby authorizes the final reduction of the Letter of Credit established for _____. The Letter of Credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____ *

By: _____
Planning & Development Services Director

Enclosures: Letter of Credit

Cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [_____] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI

[_____]

CITY OF CHESTERFIELD, MISSOURI

By _____
Planning & Development Services Director

Enclosures: Letter of Credit, if applicable

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT

SIGHT DRAFT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____
in favor of City of Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[insert Lender's name]

By: _____

Name: _____

Title: _____

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

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

WITNESSETH:

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

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of ^{Sixty-two thousand four hundred fifty-five}_____ DOLLARS
(^{\$ 62,455.76}_____), lawful money of the United States of America; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

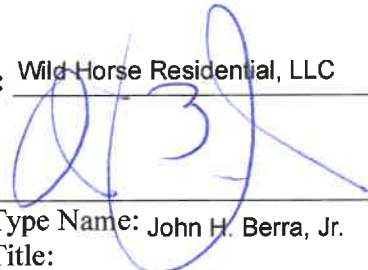
seals the ____ day of _____, 20____ A.D.

ATTEST: (SEAL)


Type Name: Robert J. Berra
Title: Treasurer

DEVELOPER: Wild Horse Residential, LLC

BY:


Type Name: John H. Berra, Jr.
Title:

Pres. of JHB Properties, Inc; authorized person

Firm Address:

5091 New Baumgartner Road

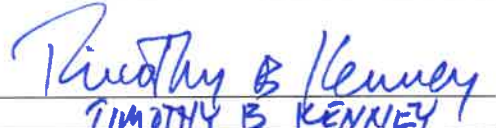
St. Louis, MO 63129

ATTEST: (SEAL)


Name: J. Fisher Tunge
Title: AVP

CREDIT HOLDER: Commerce Bank

BY:


Name: TIMOTHY B KENNEY
Title: SVP

Firm Address:

8000 Forsyth Blvd

Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY

Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

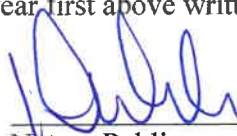
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

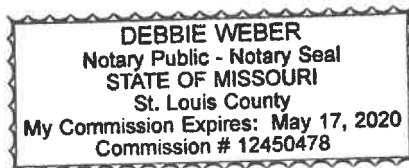
On this 8 day of October, 2019, before me appeared Timothy Kennedy, to me personally known, who, being by me duly sworn, did say that he/she is the SVP (title) of Commerce Bank (name of bank), a MO Bank Company (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said SVP (title) acknowledged said instrument to be the free act and deed of said bank.

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



Notary Public

My Commission Expires: 05.17.20



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 26th day of September, 2019, before me appeared
John H. Berra, Jr. (name) to me personally known, who, being by
me duly sworn, did say that he/she is the President (title or Executing
Official) of JHB Properties, Inc; authorized person, a Missouri Limited Liability
Corporation, and that he/she in fact has the authority to execute the foregoing agreement
pursuant to the authority given him/her by the Limited Liability Corporation, and that said
agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of
its authorized person, (President or title of chief officer),
John H. Berra, Jr. (name) as authorized person (title of
Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and
deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial
seal, this 26th day of September, 2019.



Notary Public

My Commission Expires: 9/18/21

MICHAEL TAYLOR STUART
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES: 9/18/2021
COMMISSION # 17304977

MAINTENANCE DEPOSIT

SUBDIVISION: Fienup Farms

PLAT: 9

SUB CODE: 330

DEVELOPER: Wild Horse Residential LLC

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

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$16,424.64			\$16,424.64
SIDEWALKS	\$1,425.11			\$1,425.11
STREET SIGNS	\$49.50			\$49.50
STREET TREES	\$0.00			\$0.00
SAN. SEWER	\$2,144.34			\$2,144.34
STORM SEWER	\$4,690.03			\$4,690.03
GRADING	\$11,253.55			\$11,253.55
DETENTION & WQ	\$0.00			\$0.00
EROSION CONTROL	\$1,241.24			\$1,241.24
SILTATION CONTROL	\$742.06			\$742.06
COMMON GR. SEED	\$869.61			\$869.61
MONUMENTATION	\$731.50			\$731.50
RETAINING WALL	\$6,196.74			\$6,196.74
STREET LIGHTS	\$423.50			\$423.50
WATER MAINS	\$15,677.75			\$15,677.75
FENCE	\$586.19			\$586.19
MISC. REQUIRED IMP.	\$0.00			\$0.00
TOTALS	\$62,455.76		\$0.00	\$62,455.76

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE FIENUP FARMS PLAT 10, A 7.52 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT ON THE NORTH SIDE OF WILD HORSE CREEK ROAD EAST OF ITS INTERSECTION WITH KEHRS MILL ROAD AND WEST OF ITS INTERSECTION WITH BAXTER ROAD.

WHEREAS, Wild Horse Residential, LLC has submitted for review and approval a Record Plat for the Fienup Farms subdivision; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 7.52 acre tract of land into fifteen (15) residential lots; and,

WHEREAS, the Planning Commission having reviewed the same and has recommended approval thereof; and,

WHEREAS, the Department of Planning and Development Services has reviewed the Record Plat in accordance with the Unified Development Code of the City of Chesterfield and has found it to be in compliance with all applicable ordinances and has forwarded said Record Plat to the City Council; and,

WHEREAS, the City Council of the City of Chesterfield having considered the request, voted to approve said Record Plat.

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

Section 1. The Record Plat for the Fienup Farms subdivision, which is made part hereof and attached hereto as “Exhibit 1”, and Escrow Agreements, are hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the said Record Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

Section 3. The Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 11/18/2019

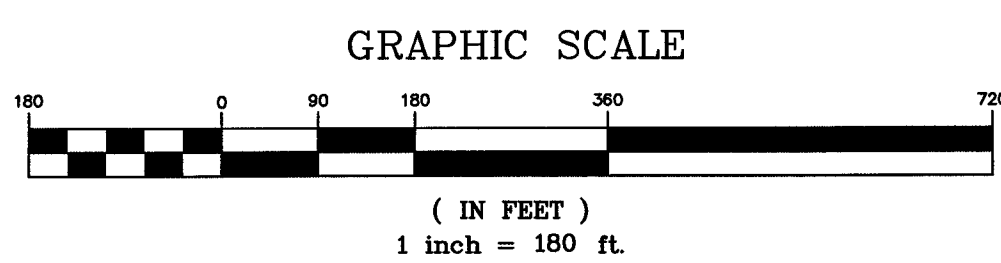
FIENUP FARMS PLAT TEN

A TRACT OF LAND BEING PART OF ADJUSTED TRACT "A" OF FIENUP TRACT - BOUNDARY ADJUSTMENT PLAT
RECORDED IN PLAT BOOK 366, PAGES 195-198, LOCATED IN U.S. SURVEYS 125 AND 2031,
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.
ZONED "PUD" PLANNED UNIT DEVELOPMENT, ORDINANCE NO. 2971

NOTE: SEE SHEET 3 FOR
CORRESPONDING STATE PLANE
CORNERS AND ASSOCIATED
REFERENCED LABELS.

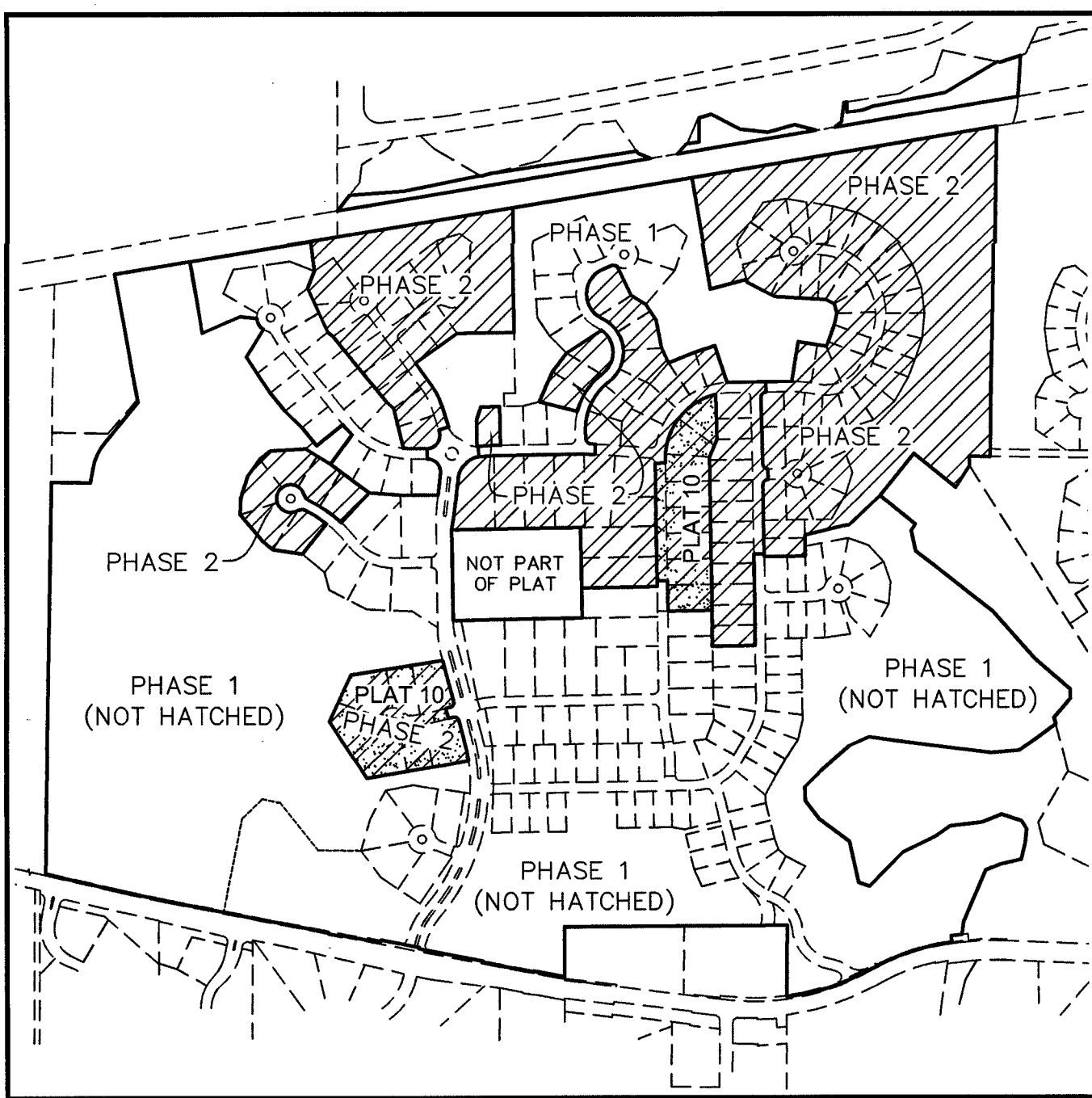
STATE PLANE COORDINATES	
NORTHING	EASTING
A 31348.437	241123.462
B 313390.786	241136.139
C 313383.329	241131.815
D 313381.957	241126.661
E 313370.176	241129.795
F 313371.547	241134.949
G 313367.224	241142.407
H 313346.466	241147.929
I 313319.583	241153.296
J 313298.896	241033.659
K 313367.138	240990.366
L 313421.839	241015.961
M 313495.238	241387.201
N 313531.133	241386.729
O 313530.973	241374.539
P 313669.782	241372.711
Q 313669.943	241384.901
R 313673.836	241384.850
S 313750.520	241444.800
T 313697.677	241445.496
U 313676.834	241436.626
V 313495.920	241439.008

LINE TABLE		
LINE #	LENGTH	BEARING
L28	8.85'	S34°01'59"E
L29	51.70'	S67°08'01"E
L30	52.19'	N42°34'37"E
L31	49.14'	N80°25'51"E
L32	92.80'	N00°10'44"E
L33	48.65'	N74°01'27"E
L34	124.98'	S62°30'31"E
L35	107.98'	S83°30'42"E
L36	107.72'	N74°26'01"E
L37	85.30'	S75°14'42"E
L38	33.25'	N50°38'14"E
L39	75.30'	N07°36'07"E
L40	11.29'	N81°00'49"E
L41	39.57'	S00°04'44"W
L42	55.84'	N82°24'32"E
L43	46.72'	N71°02'54"E
L44	11.11'	S78°03'20"E
L45	83.74'	N71°32'34"E



DEVELOPMENT PHASE DETAIL

SCALE: 1 in = 600 ft

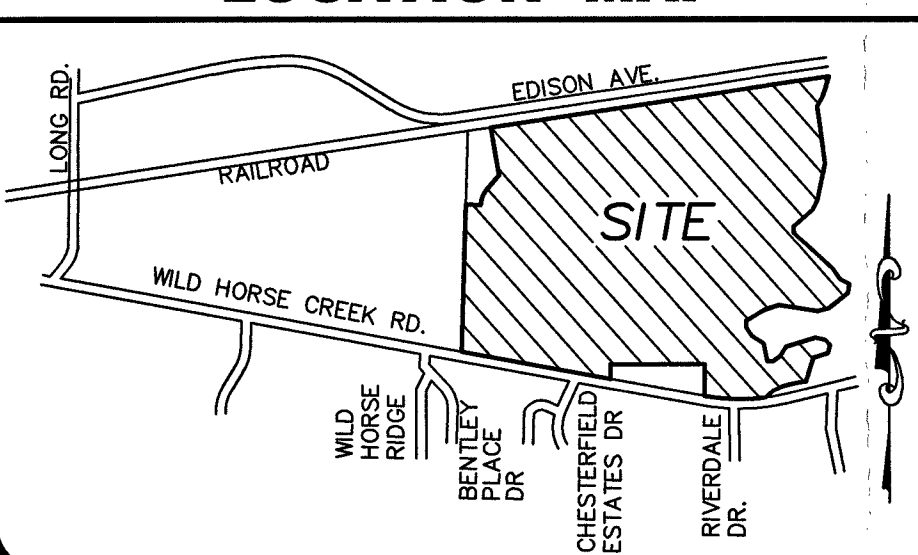


THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-survey.com

DRAWN BY: GFS
CHECKED BY: JAH
JOB NO.: 14-06-196

MSD # - MULTIPLE
DATE: AUG. 2, 2019
FIENUP FARMS PLAT TEN

LOCATION MAP



LEGEND:

- PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (6" IRON W/ ALUMINUM CAP)
- SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (1/2" IRON W/ PLASTIC CAP) OR CUT CORNER
- FOUND PERMANENT MONUMENT
- FOUND SEMI-PERMANENT MONUMENT
- FOUND
- P.W.M. - PAVEMENT
- T.S.C.L. - TEMPORARY SLOPE AND CONSTRUCTION LICENSE
- H.O.A. - HOMEOWNERS ASSOCIATION

- ADDRESS
- FOUND CROSS
- FOUND ANCHOR
- BENCHMARK
- COMMON GROUND
- COMMON OPEN SPACE
- EASEMENT
- BUILDING
- TEMPORARY
- S.F. - SQUARE FEET

HATCHING LEGEND:

- PUBLIC RIGHT-OF-WAY
- PLAT 10 LIMITS
- PHASE 2 LIMITS

LINE TABLE		
LINE #	LENGTH	BEARING
L16	120.54'	N78°55'20"W
L17	5.00'	S110°44'00"W
L18	5.00'	N11°04'40"E
L19	5.00'	N11°04'40"E
L20	150.00'	N78°55'20"W
L21	5.00'	S110°44'00"W
L22	5.00'	N78°55'20"W
L23	5.00'	S110°44'00"W
L24	100.00'	N78°55'20"W
L25	5.00'	S110°44'00"W
L26	52.58'	N78°55'20"W
L27	5.08'	N00°46'25"E

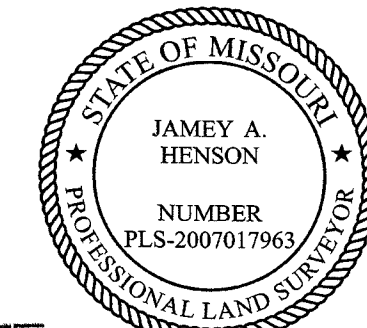
CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	5.60'	879.02'	S82°38'14"W	5.60'
C2	307.57'	854.02'	S72°28'14"W	305.92'
C3	188.15'	920.37'	S68°00'33"W	187.82'
C4	131.75'	915.37'	S77°53'43"W	131.63'

LINE TABLE		
LINE #	LENGTH	BEARING
L1	54.83'	S01°35'57"E
L2	67.59'	S37°24'53"E
L3	163.27'	S12°31'43"E
L4	44.57'	S70°22'17"E
L5	185.44'	N44°28'07"E
L6	72.15'	N54°56'38"E
L7	123.88'	N83°32'31"E
L8	81.28'	N68°43'16"E
L9	80.57'	S72°03'00"E
L10	36.22'	S31°16'48"E
L11	51.83'	S05°05'09"W
L12	36.53'	S83°09'11"W
L13	25.00'	S07°12'43"E
L14	52.12'	S82°09'11"W
L15	6.22'	N00°50'40"E

SURVEYOR'S CERTIFICATE:

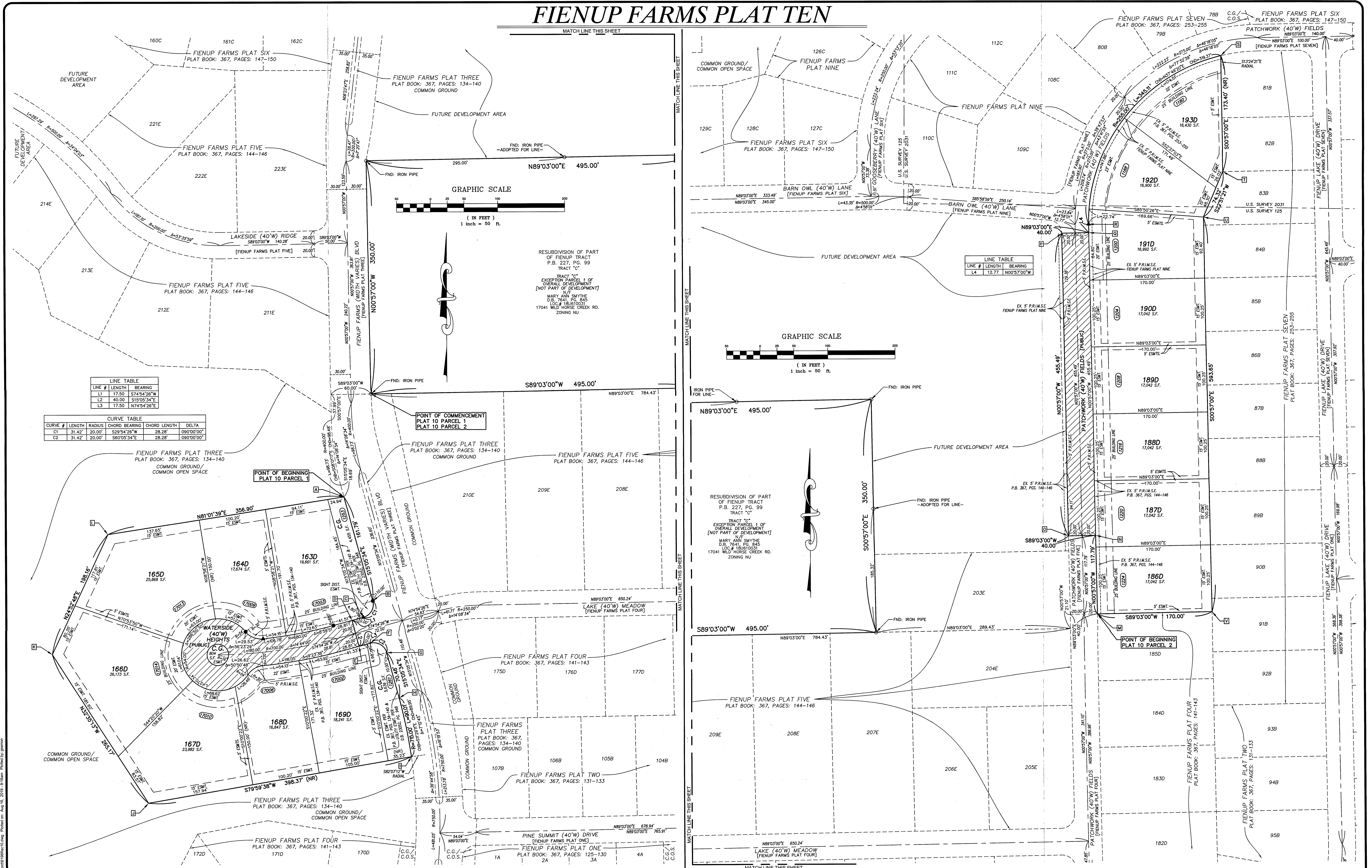
SEE SHEET 1 OF 3 FOR CERTIFICATION.

THE STERLING COMPANY
NO. REC. 387-D



JAMES A. HENSON, P.L.S. - VICE PRESIDENT
NO. REC. 118. #200711963
DATE: 1-8-19
SHEET 2 OF 3

FIENUP FARMS PLAT TEN



LINE #	LENGTH	BEARING
L1	17.50	S74°54'26"W
L2	40.00	S15°05'34"E
L3	17.50	N74°54'26"E

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	31.42	20.00	S29°54'26"W	28.28	090°00'00"
C2	31.42	20.00	S80°05'34"E	28.28	090°00'00"

THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-srv.com

DRAWN BY: GFS **MSD # -** MULTIPLE
CHECKED BY: JAH **DATE:** AUG. 2, 2019
JOB NO.: 14-06-196 **FIENUP FARMS PLAT TEN**

STATE PLANE COORDINATES	
NORTH	EAST
A 313438.437	241123.462
B 313390.786	241136.139
C 313383.329	241131.815
D 313381.957	241126.661
E 313370.176	241129.795
F 313371.547	241134.949
G 313367.224	241142.407
H 313346.466	241147.929
I 313319.583	241153.296
J 313298.896	241033.659

STATE PLANE COORDINATES	
NORTH	EAST
K 313367.138	240990.366
L 313421.839	241015.961
M 313495.238	241387.201
N 313531.133	241386.729
O 313530.973	241374.539
P 313669.782	241372.711
Q 313669.943	241384.901
R 313673.836	241384.850
S 313750.520	241444.800
T 313697.677	241445.496

STATE PLANE COORDINATES	
NORTH	EAST
U 313676.834	241436.626
V 313495.920	241439.008

ABBREVIATION LEGEND:

- BLK. = BOOK
- B.L.D. = BUILDING
- C.G. = COMMON GROUND
- C.B. = CHORD BEARING
- C.D. = CHORD DISTANCE
- C.O.S. = COMMON OPEN SPACE
- D.B. = DEED BOOK
- E.S.M.T. = EASEMENT
- E.K. = EXISTING
- FND. = FOUND
- N.F. = NOW OR FORMERLY
- (NR) = NON-RADIAL
- P.B. = PLAT BOOK
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.M.T. = PAYMENT
- (R) = RECORD
- RET. = RETAINING
- (S) = SURVEYED
- S.F. = SQUARE FEET
- T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
- W. = WIDTH

SYMBOL LEGEND:

- ▲ = SET PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (5/8" IRON W/ ALUMINUM CAP)
- = SET SET-POINT PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (1/2" IRON W/ PLASTIC CAP OR CUT CROSS)
- = SET PERMANENT MONUMENT IN PREVIOUS PLAT
- ⊙ = SET SET-POINT PERMANENT MONUMENT IN PREVIOUS PLAT
- = FOUND PERMANENT MONUMENT
- ◻ = FOUND SEMI-PERMANENT MONUMENT
- ⊕ = FOUND CROSS
- ⊙ = FOUND ANCHOR
- ⊙ = BENCHMARK
- ⊙ = ADDRESS

HATCHING LEGEND:

- Public Right-of-Way

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 3 FOR CERTIFICATION.

THE STERLING COMPANY
NO REG. 307-D

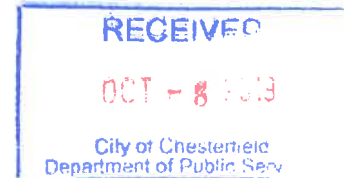
JAMES A. HENSON
PLS. 2007/017963
DATE: 1-8-19
SHEET 3 OF 3



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



DATE: 10/7/19

Standby L/C No.: SLC00005569

Currency/Amount:	USD 307,782.46
Applicant:	Wild Horse Residential, LLC
Issue Date:	10/7/19
Expiry Date:	10/1/21
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you.

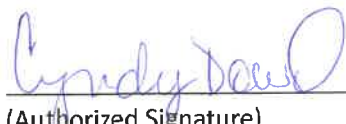
ALL PARTIES TO THIS LETTER OF CREDIT ARE ADVISED THAT THE U.S. GOVERNMENT HAS IN PLACE SANCTIONS AGAINST CERTAIN COUNTRIES, RELATED ENTITIES AND INDIVIDUALS. COMMERCE BANK INCLUDING ITS BRANCHES ARE PROHIBITED FROM ENGAGING IN TRANSACTIONS WITHIN THE SCOPE OF SUCH SANCTIONS.

NOTWITHSTANDING THE ABOVE, ANY PRESENTATION THAT CONTAINS VIOLATIONS OF US REGULATIONS INCLUDING, BUT NOT LIMITED TO, OFAC SANCTIONS AND/OR ANTI BOYCOTT REGULATIONS MAY PROHIBIT US FROM PROCESSING THIS LC. PRESENTATION OF DOCUMENTS(S) THAT ARE NOT IN COMPLIANCE WITH THE APPLICABLE ANTI-BOYCOTT, ANTI-MONEY LAUNDERING, ANTI-TERRORISM, ANTI-DRUG TRAFFICKING, EXPORT DENIAL OR ECONOMIC SANCTIONS LAWS, REGULATIONS OR ORDERS IS NOT ACCEPTABLE.

APPLICABLE LAWS VARY DEPENDING ON THE TRANSACTION AND MAY INCLUDE UNITED NATIONS, UNITED STATES AND/OR LOCAL LAWS.

Authorities may require disclosure of information and Commerce Bank is not liable if it fails or delays to perform the transaction or discloses information as a result of actual or apparent breach of such sanctions.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: October 7, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005569

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$307,782.46 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This Letter of Credit is issued with respect to: (check all that apply)

☐ Grading Surety	☐ Subdivision Maintenance Deposit
☐ Landscape Surety	☐ Tree Preservation Surety
☐ Pavement Restoration Surety	☐ Other
☒ Subdivision Construction Deposit	

as detailed on the accompanying agreements for Fienup Farms Phase 2 Record Plat 10 (subdivision /development name), approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us;

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Page...3

Wild Horse Residential, LLC

SLC00005569

payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A or B as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above** or such other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit.

It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration Date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this Letter of Credit shall expire fully and finally not later than October 1, 2024.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005569.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to (INSERT BANK Account # _____) Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20 _____.

City of Chesterfield, Missouri

By: _____
Planning & Development Services Director

EXHIBIT B

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of City of Chesterfield, Missouri to:

(INSERT BANK Account # _____), Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate this
_____ day of _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C

TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention: Planning & Development Services Director

RE: Our Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-referenced Letter of Credit and, therefore, it will expire in full and finally on the above mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very Truly Yours,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: _____

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$_____ of the above
Letter of Credit. The remaining maximum available credit for this Letter of Credit is
\$_____.

CITY OF CHESTERFIELD, MISSOURI

By _____
Planning & Development Services Director

Cc: Wild Horse Residential LLC
5091 Baumgartner Road
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield hereby authorizes the final reduction of the Letter of Credit established for _____. The Letter of Credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____ *

By: _____
Planning & Development Services Director

Enclosures: Letter of Credit

Cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [_____] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI [_____]

CITY OF CHESTERFIELD, MISSOURI

By _____
Planning & Development Services Director

Enclosures: Letter of Credit, if applicable

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G

TO LETTER OF CREDIT

SIGHT DRAFT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____
in favor of City of Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[insert Lender's name]

By: _____

Name: _____

Title: _____

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

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

WITNESSETH:

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

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
Three hundred seven thousand seven hundred eighty-two
_____ DOLLARS
(^{\$ 307,782.46}_____), lawful money of the United States of America; and

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

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of Three hundred seven thousand seven hundred eighty-two, DOLLARS (\$ 307,782.46) lawful money of the United States of America by: (check one)

- ☐ Depositing cash with the City.
- ☒ Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.
- ☐ Submitting a _____ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in Fienup Farms (Plat 10) Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

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

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

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

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

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

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

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

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

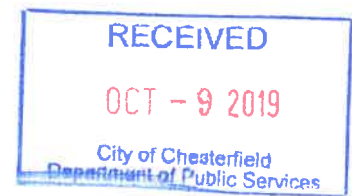
10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

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

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

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

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



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

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

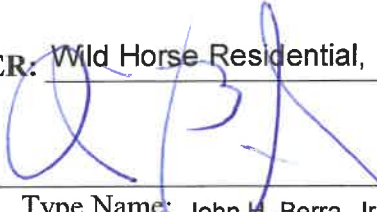
seals the ____ day of _____, 20____.

ATTEST: (SEAL)

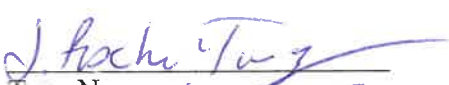

Type Name: Robert J. Berra
Title: Treasurer

DEVELOPER: Wild Horse Residential, LLC

BY:

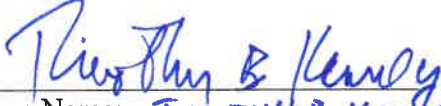

Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Type Name: J. Fischer Torgerson
Title: AVP

ESCROW HOLDER: Commerce Bank

BY:


Type Name: TIMOTHY B KENNEDY
Title: SVP
Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY

Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

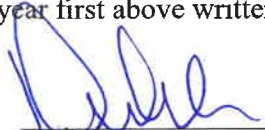
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

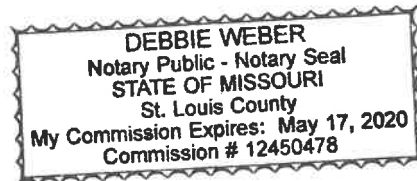
On this 8 day of October, 2019, before me appeared
Timothy Keenan to me personally known, who, being by me duly sworn, did say
that he/she is the SVP (title) of
Commerce Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the
laws of the United States of America, and that the seal affixed to the foregoing instrument is the
Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said
bank by authority of its Board of Directors, and said SVP (title)
acknowledged said instrument to be the free act and deed of said bank.

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



Notary Public

My Commission Expires: 05.17.20



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 26th day of September, 2019, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of JHB Properties, Inc; authorized person, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its authorized person, (President or title of chief officer), John H. Berra, Jr. (name) as authorized person (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 26th day of September, 2019.


Notary Public

My Commission Expires:

9/18/21

MICHAEL TAYLOR STUART
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES: 9/18/2021
COMMISSION # 17304977

EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Fienup Farms
 PLAT: 10
 SUBDIVISION CODE: 330
 NO. LOTS: 15
 DATE OF PLAT APPROVAL: TBD

DEVELOPER: Wild Horse Residential LLC

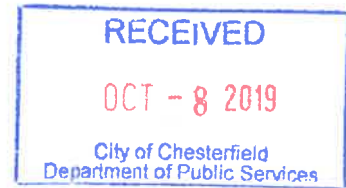
CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$104,459.30	\$0.00 \$0.00	0	\$104,459.30	100
SIDEWALKS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
STREET SIGNS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
STREET TREES			\$0.00	\$0.00 \$0.00	0	\$0.00	0
SANITARY SEWER AND PUMP STATIONS			\$20,029.68	\$0.00 \$0.00	0	\$20,029.68	100
STORM SEWER			\$9,505.98	\$0.00 \$0.00	0	\$9,505.98	100
GRADING			\$71,173.30	\$0.00 \$0.00	0	\$71,173.30	100
DETENTION & WQ			\$0.00	\$0.00 \$0.00	0	\$0.00	0
EROSION CONTROL			\$7,502.00	\$0.00 \$0.00	0	\$7,502.00	100
SILTATION CONTROL			\$5,335.00	\$0.00 \$0.00	0	\$5,335.00	100
COMMON GROUND SEED AND ISLAND SODDING			\$4,725.20	\$0.00 \$0.00	0	\$4,725.20	100
MONUMENTATION			\$4,477.00	\$0.00 \$0.00	0	\$4,477.00	100
RETAINING WALLS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
STREET LIGHTS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
WATER MAINS			\$80,575.00	\$0.00 \$0.00	0	\$80,575.00	100
FENCE			\$0.00	\$0.00 \$0.00	0	\$0.00	0
MISC. REQ. IMPROVMENTS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
TOTALS			\$307,782.46	\$0.00	0	\$307,782.46	100



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



Attn: Zach Wolff

DATE: 10/7/19

Standby L/C No.: SLC00005570

Currency/Amount:	USD 30,778.25
Applicant:	Wild Horse Residential, LLC
Issue Date:	10/7/19
Expiry Date:	10/1/21
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you.

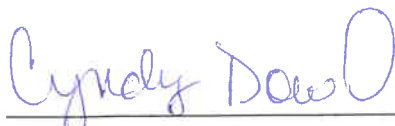
ALL PARTIES TO THIS LETTER OF CREDIT ARE ADVISED THAT THE U.S. GOVERNMENT HAS IN PLACE SANCTIONS AGAINST CERTAIN COUNTRIES, RELATED ENTITIES AND INDIVIDUALS. COMMERCE BANK INCLUDING ITS BRANCHES ARE PROHIBITED FROM ENGAGING IN TRANSACTIONS WITHIN THE SCOPE OF SUCH SANCTIONS.

NOTWITHSTANDING THE ABOVE, ANY PRESENTATION THAT CONTAINS VIOLATIONS OF US REGULATIONS INCLUDING, BUT NOT LIMITED TO, OFAC SANCTIONS AND/OR ANTI BOYCOTT REGULATIONS MAY PROHIBIT US FROM PROCESSING THIS LC. PRESENTATION OF DOCUMENTS(S) THAT ARE NOT IN COMPLIANCE WITH THE APPLICABLE ANTI-BOYCOTT, ANTI-MONEY LAUNDERING, ANTI-TERRORISM, ANTI-DRUG TRAFFICKING, EXPORT DENIAL OR ECONOMIC SANCTIONS LAWS, REGULATIONS OR ORDERS IS NOT ACCEPTABLE.

APPLICABLE LAWS VARY DEPENDING ON THE TRANSACTION AND MAY INCLUDE UNITED NATIONS, UNITED STATES AND/OR LOCAL LAWS.

Authorities may require disclosure of information and Commerce Bank is not liable if it fails or delays to perform the transaction or discloses information as a result of actual or apparent breach of such sanctions.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: October 7, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005570

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$30,778.25 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This Letter of Credit is issued with respect to: (check all that apply)

☐ Grading Surety	☒ Subdivision Maintenance Deposit
☐ Landscape Surety	☐ Tree Preservation Surety
☐ Pavement Restoration Surety	☐ Other
☐ Subdivision Construction Deposit	

as detailed on the accompanying agreements for Fienup Farms Phase 2 Record Plat 10 (subdivision /development name), approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us;

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Page...3

Wild Horse Residential, LLC
SLC00005570

of this Letter of Credit our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A or B as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above** or such other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit.

It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration Date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this Letter of Credit shall expire fully and finally not later than October 1, 2025.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005570.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to (INSERT BANK Account # _____) Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20_____.

City of Chesterfield, Missouri

By: _____
Planning & Development Services Director

EXHIBIT B

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of City of Chesterfield, Missouri to:

(INSERT BANK Account # _____), Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate this
_____ day of _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C
TO LETTER OF CREDIT
FORM OF NOTICE OF EXPIRATION

Date: _____

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention: Planning & Development Services Director

RE: Our Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-referenced Letter of Credit and, therefore, it will expire in full and finally on the above mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very Truly Yours,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: _____

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$_____ of the above
Letter of Credit. The remaining maximum available credit for this Letter of Credit is
\$_____.

CITY OF CHESTERFIELD, MISSOURI

By _____
Planning & Development Services Director

Cc: Wild Horse Residential LLC
5091 Baumgartner Road
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield hereby authorizes the final reduction of the Letter of Credit established for _____. The Letter of Credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____ *

By: _____
Planning & Development Services Director

Enclosures: Letter of Credit

Cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [_____] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI

[_____]

CITY OF CHESTERFIELD, MISSOURI

By _____
Planning & Development Services Director

Enclosures: Letter of Credit, if applicable

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT

SIGHT DRAFT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____
in favor of City of Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[insert Lender's name]

By: _____

Name: _____

Title: _____

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

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

WITNESSETH:

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

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of Thirty thousand seven hundred seventy-eight _____ DOLLARS
(\$^{30,778.25}_____), lawful money of the United States of America; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

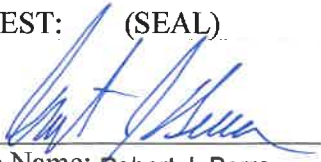


for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

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

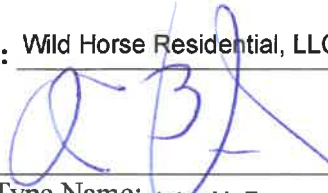
seals the ____ day of _____, 20____ A.D.

ATTEST: (SEAL)

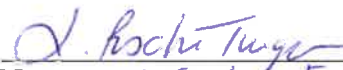

Type Name: Robert J. Berra
Title: Treasurer

DEVELOPER: Wild Horse Residential, LLC

BY:

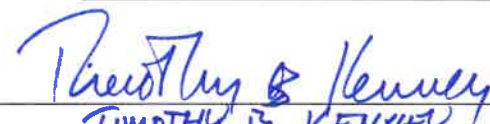

Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Name: J Fischer Turgan
Title: AUP

CREDIT HOLDER: Commerce Bank

BY:


Name: TIMOTHY B KENNEY
Title: SVP

Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

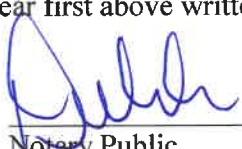
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

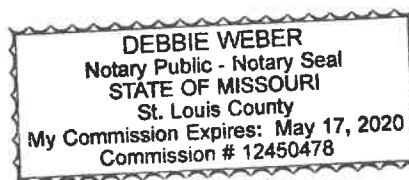
On this 8 day of October, 2019, before me appeared
Timothy Kunnery, to me personally known, who, being by me duly
sworn, did say that he/she is the SVP (title) of
Commerce Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the laws of the
United States of America, and that the seal affixed to the foregoing instrument is the Corporate
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and said SVP (title)
acknowledged said instrument to be the free act and deed of said bank.

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



Notary Public

My Commission Expires: 05.17.20



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 26th day of September, 2019, before me appeared
John H. Berra, Jr. (name) to me personally known, who, being by
me duly sworn, did say that he/she is the President (title or Executing
Official) of JHB Properties, Inc; authorized person, a Missouri Limited Liability
Corporation, and that he/she in fact has the authority to execute the foregoing agreement
pursuant to the authority given him/her by the Limited Liability Corporation, and that said
agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of
its authorized person, (President or title of chief officer),
John H. Berra, Jr. (name) as authorized person (title of
Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and
deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial
seal, this 26th day of September, 2019.



Notary Public

My Commission Expires: 9/18/21

MICHAEL TAYLOR STUART
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES: 9/18/2021
COMMISSION # 17304977

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

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$10,445.93			\$10,445.93
SIDEWALKS	\$0.00			\$0.00
STREET SIGNS	\$0.00			\$0.00
STREET TREES	\$0.00			\$0.00
SAN. SEWER	\$2,002.97			\$2,002.97
STORM SEWER	\$950.60			\$950.60
GRADING	\$7,117.33			\$7,117.33
DETENTION & WQ	\$0.00			\$0.00
EROSION CONTROL	\$750.20			\$750.20
SILTATION CONTROL	\$533.50			\$533.50
COMMON GR. SEED	\$472.52			\$472.52
MONUMENTATION	\$447.70			\$447.70
RETAINING WALL	\$0.00			\$0.00
STREET LIGHTS	\$0.00			\$0.00
WATER MAINS	\$8,057.50			\$8,057.50
FENCE	\$0.00			\$0.00
MISC. REQUIRED IMP.	\$0.00			\$0.00
TOTALS	\$30,778.25		\$0.00	\$30,778.25

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE FIENUP FARMS PLAT 11, A 9.09 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT ON THE NORTH SIDE OF WILD HORSE CREEK ROAD EAST OF ITS INTERSECTION WITH KEHRS MILL ROAD AND WEST OF ITS INTERSECTION WITH BAXTER ROAD.

WHEREAS, Wild Horse Residential, LLC has submitted for review and approval a Record Plat for the Fienup Farms subdivision; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 9.09 acre tract of land into fifteen (15) residential lots; and,

WHEREAS, the Planning Commission having reviewed the same and has recommended approval thereof; and,

WHEREAS, the Department of Planning and Development Services has reviewed the Record Plat in accordance with the Unified Development Code of the City of Chesterfield and has found it to be in compliance with all applicable ordinances and has forwarded said Record Plat to the City Council; and,

WHEREAS, the City Council of the City of Chesterfield having considered the request, voted to approve said Record Plat.

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

Section 1. The Record Plat for the Fienup Farms subdivision, which is made part hereof and attached hereto as “Exhibit 1”, and Escrow Agreements, are hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the said Record Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

Section 3. The Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 11/18/2019

OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED, OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYORS' CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "FIENUP FARMS PLAT ELEVEN".

ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, MISSOURI AMERICAN WATER COMPANY, SPIRE MISSOURI, INC., UNION ELECTRIC COMPANY, DIA AMBREN, MISSOURI, SOUTHWESTERN BELL TELEPHONE COMPANY, L.P., DIA AT&T MISSOURI, METROPOLITAN ST. LOUIS SEWER DISTRICT, THE RELEVANT CABLE TELEVISION COMPANY, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, REPLACING, MAINTAINING, AND REPAIRING PUBLIC UTILITIES, ROADWAYS, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES.

THE RIGHT DISTANCE EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, FOR PUBLIC USE FOREVER, TO ENSURE AND PROTECT THE CLEAR AND UNOBSTRUCTED VIEW OF MOTORISTS ON AND ENTERING THE ADJACENT ROADWAY, NO PART OF SAID EASEMENT SHALL BE BUILT ON IN ANY MANNER WHATSOEVER, NOR SHALL THE GRADE OF THE LAND WITHIN THE EASEMENT BE CHANGED, NOR SHALL GRANTOR ERECT, PLANT, ALLOW OR PERMIT ANY STRUCTURE INCLUDING SIGNS, FENCES OR POLES OR PLANTING INCLUDING ANY TREES, SHRUBS, GRASS OR WEEDS WITHIN SAID EASEMENT UNLESS EXPRESSLY APPROVED BY THE CITY OF CHESTERFIELD, ANY STRUCTURES, PLANTS OR GRASSING WHICH ARE NOT APPROVED BY THE CITY OF CHESTERFIELD, OR WHICH ARE NOT MAINTAINED, SHALL BE REMOVED OR CORRECTED, ANY STRUCTURE OR PLANTING APPROVED BY THE CITY OF CHESTERFIELD SHALL BE MAINTAINED TO PROVIDE SIGHT DISTANCE, DRIVEWAYS AND SIDEWALKS SHALL BE ALLOWED IN THE SIGHT DISTANCE EASEMENTS.

THIS PLAT IS SUBJECT TO A "MAINTENANCE AGREEMENT" EXECUTED THE 12TH DAY OF JUNE, 2018, AS RECORDED IN THE ST. LOUIS COUNTY RECORDER OF DEEDS IN BOOK 2306, PAGE 2373 OR AS AMENDED THEREAFTER, FOR MAINTENANCE AND OPERATION OF THE STORMWATER MANAGEMENT RESERVE AREAS SERVING DRAINAGE FROM LOTS CONTAINED WITHIN THIS PLAT.

LOTS 146E, 186E, 187E, 201E, AND 202E ARE SUBJECT TO A LARGE LOT RESTRICTION THAT LIMITS THE SIZE OF ANY LOT CREATED BY THIS PLAT OR FUTURE PLATS TO A MINIMUM OF THREE-QUARTERS OF AN ACRE, ACCORDING TO INSTRUMENT RECORDED IN BOOK 2302, PAGE 886, THIS RESTRICTION SHALL REMAIN IN EFFECT UNTIL MAY 31, 2038.

THE LANDSCAPE EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE "FIENUP FARMS HOMEOWNERS' ASSOCIATION" FOR VEGETATIVE LANDSCAPING, STRUCTURES OF ANY SIZE, WHETHER TEMPORARY OR PERMANENT, ARE NOT PERMITTED WITHIN LANDSCAPE EASEMENTS WITH THE EXCEPTION OF FENCES, LANDSCAPING AS APPROVED BY THE FIENUP FARMS HOMEOWNERS' ASSOCIATION'S IS REQUIRED TO BE MAINTAINED AND PRESERVED INDISTINGUISHABLY BY THE FIENUP FARMS HOMEOWNERS' ASSOCIATION.

THIS TRACT IS SUBJECT TO A RESIDENTIAL USE RESTRICTION LIMITING ANY DEVELOPMENT ON THE SUBJECT TRACT TO SINGLE-FAMILY RESIDENTIAL USE, INCLUDING SINGLE-FAMILY HOMES, VILLAS AND DUPLEXES AND RELATED AMENITIES TO SERVE SUCH RESIDENTIAL USE AND PARKS AND FOR NO OTHER PURPOSE WHATSOEVER. ADDITIONALLY, THIS TRACT IS SUBJECT TO AN AMENITY RESTRICTION THAT STATES THE GRANTEE SHALL NOT CONSTRUCT A CLUBHOUSE, COMMUNITY OR RECREATION CENTER, OR OTHER SIMILAR ENCLOSED BUILDING OR AMPHITHEATER ON THE WEST SIDE OF FIENUP LANE (THE FOREGOING RESTRICTIONS APPLY TO THE ENTIRE TRACT). THE GRANTEE SHALL NOT RESTRICT THE CONSTRUCTION OF GAZEBOS, TRAILS, PARK BENCHES OR OTHER SIMILAR PASSIVE RECREATIONAL FEATURES IN AN ADJACENT AREA ADJACENT TO THE LAKE, THE ABOVE MENTIONED RESIDENTIAL USE AND AMENITY RESTRICTIONS ARE ACCORDING TO INSTRUMENT RECORDED IN BOOK 2302, PAGE 886, THESE RESTRICTIONS SHALL REMAIN IN EFFECT UNTIL MAY 31, 2038.

THIS SUBDIVISION IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN FIENUP FARMS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED ON THE 12TH DAY OF MARCH, 2019, IN BOOK 2343, PAGE 510 OF THE ST. LOUIS COUNTY RECORDS OR AS AMENDED THEREAFTER.

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED.

IT IS HEREBY CERTIFIED THAT ALL EXISTING EASEMENTS ARE SHOWN OR NOTED ON THIS PLAT AS OF THE TIME AND DATE OF RECORDING OF THIS PLAT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

WILD HORSE RESIDENTIAL, LLC
REAL ESTATE BROKER, INC.
BY: _____
STATE OF MISSOURI _____
COUNTY OF ST. LOUIS _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED JOHN H. BERRA, JR., TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT AND MANAGING MEMBER OF WILD HORSE RESIDENTIAL, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND SAID JOHN H. BERRA, JR. ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

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.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
ASSOCIATION

LIENHOLDER - PARTIAL RELEASE OF DEED OF TRUST:

WHEREAS, COMMERCE BANK BY A DEED OF TRUST DATED MAY 31, 2018 AND RECORDED IN DEED BOOK 2302, PAGE 870 OF THE ST. LOUIS COUNTY RECORDS, CONVEYED TO THE TRUSTEE THEREIN NAME CERTAIN REAL ESTATE TO SECURE THE PAYMENT OF CERTAIN NOTE OR NOTES IN SAID DEED DESCRIBED AND SET FORTH; AND WHEREAS, SAID DEED OF TRUST OR NOTES HAS OR HAVE BEEN PARTIALLY PAID AND SATISFIED.

TO HAVE AND TO HOLD SAME, WITH ALL APPURTENANCES THERETO BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS _____ DAY OF _____, 20____.

BY: _____
TIMOTHY B. KENNEY, SENIOR VICE PRESIDENT

STATE OF MISSOURI _____
COUNTY OF ST. LOUIS _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME APPEARED TIMOTHY B. KENNEY, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE SENIOR VICE PRESIDENT OF COMMERCE BANK, A NATIONAL BANK ASSOCIATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID ASSOCIATION AND SAID TIMOTHY B. KENNEY ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL, IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CITY OF CHESTERFIELD

THIS IS TO CERTIFY THAT THE RECORD PLAT OF "FIENUP FARMS PLAT ELEVEN" WAS APPROVED BY THE CITY COUNCIL FOR THE CITY OF CHESTERFIELD BY ORDAINANCE NO. _____ ON THE _____ DAY OF _____, 20____ AND THEREBY AUTHORIZES THE RECORDING OF THIS RECORD PLAT WITH THE OFFICE OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

BOB NATION, MAYOR
VICKIE HASS, CITY CLERK

THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-0444
www.sterling-eng-srv.com

DRAWN BY: GFS
CHECKED BY: JAH
JOB NO.: 14-06-196

MSD # - MULTIPLE
DATE: SEPT. 10, 2019
FIENUP FARMS
PLAT ELEVEN

LOCATION MAP N.T.S.

EDISON AVE.
RAILROAD
WILD HORSE CREEK RD.
BRANLEY DR.
CHESTERFIELD
ESTATES DR.
RIVERDALE DR.

SITE

NOT TO SCALE

9,400 S.F. MIN.
120' ±
7' SIDE SETBACK MIN.
25' BLDG. LINE
80' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

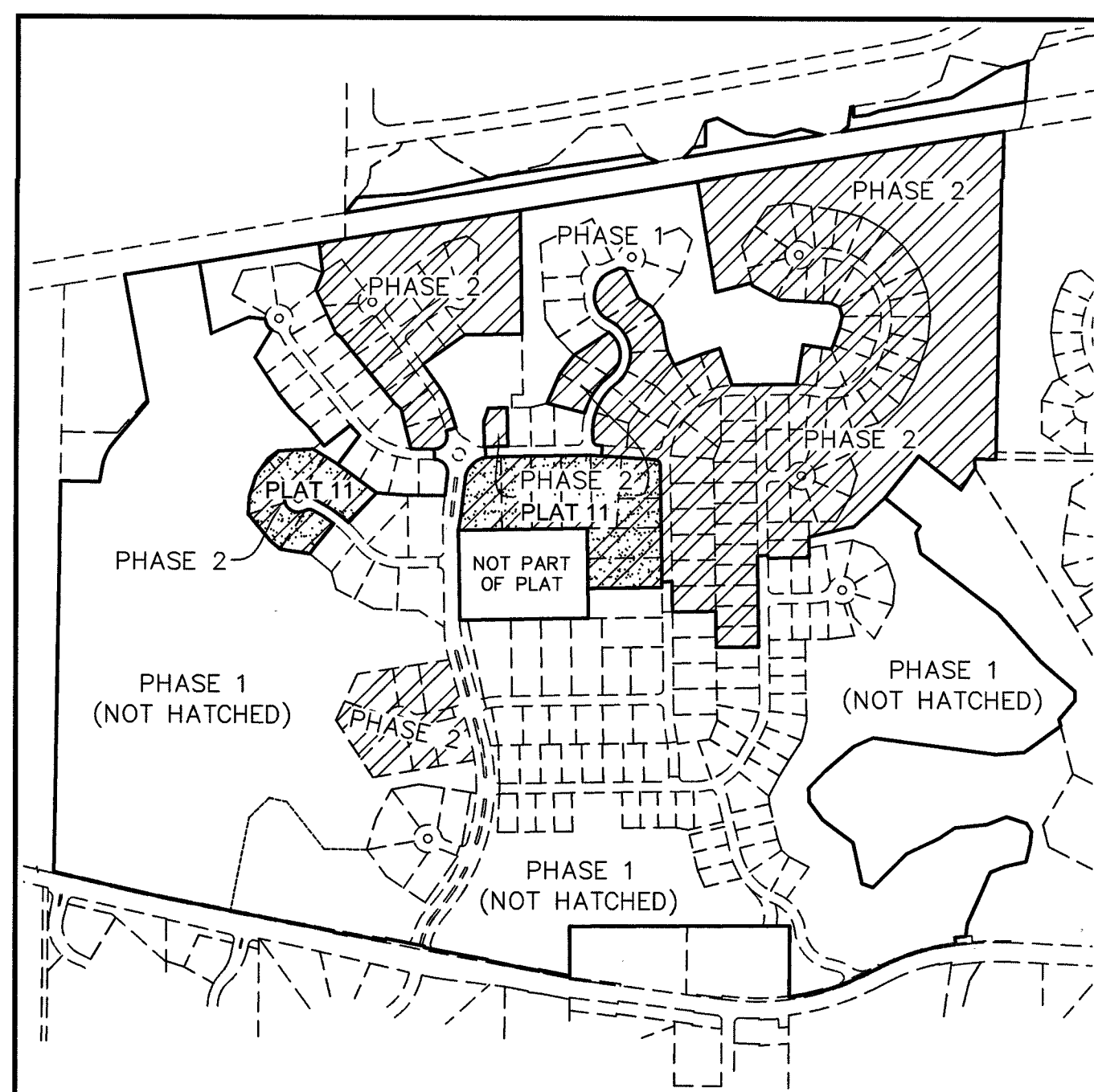
9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN.
120' ±
8' SIDE SETBACK MIN.
25' BLDG. LINE
100' W. MIN.

9,400 S.F. MIN

*A TRACT OF LAND BEING PART OF ADJUSTED TRACT "A" OF FIENUP TRACT – BOUNDARY ADJUSTMENT PLAT
RECORDED IN PLAT BOOK 366, PAGES 195-198, TOGETHER WITH PART OF A TRACT OF LAND LOCATED U.S. SURVEY 125,
ALL LOCATED IN U.S. SURVEY 125, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.
ZONED "PUD" PLANNED UNIT DEVELOPMENT, ORDINANCE NO. 2971*

STATE PLANE COORDINATES		
	NORTHING	EASTING
A	135992.160	241134.639
B	136008.919	241137.429
C	135654.656	241143.729
D	136688.140	241149.204
E	135696.826	241050.698
F	136378.454	241166.868
G	136789.107	241175.266
H	136779.535	241180.469
I	136890.920	241289.825
J	136890.537	241302.497
K	136765.781	241306.764
L	136699.782	241372.711
M	135254.149	241374.629
N	136222.988	241286.468
O	135944.147	241285.489
P	136366.451	241038.309
Q	136001.398	241005.048
R	136227.962	240967.132
S	136333.961	240992.904
T	136315.838	240954.429
U	136616.129	240983.442
V	136002.272	240988.146
W	135684.472	240959.715
X	135869.760	240924.858
Y	135779.693	240911.302
Z	135611.185	240886.396
AA	136330.601	240887.695
AB	136556.798	240895.926
AC	136716.635	240909.892
AD	136696.397	240922.427
AE	136888.608	240963.702
AF	136705.565	240992.824



LINE TABLE		
LINE #	LENGTH	BEARING
L16	120.54'	N78°55'20"W
L17	5.00'	S11°04'40"W
L18	5.00'	N11°04'40"E
L19	5.00'	N11°04'40"E
L20	150.00'	N78°55'20"W
L21	5.00'	S11°04'40"W
L22	50.00'	N78°55'20"W
L23	5.00'	S11°04'40"W
L24	100.00'	N78°55'20"W
L25	5.00'	S11°04'40"W
L26	52.58'	N78°55'20"W
L27	5.08'	N00°46'25"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	5.60'	879.02'	S82°58'14"W	5.60'	000°21'54"
C2	307.53'	854.02'	S72°28'14"W	305.92'	020°38'06"
C3	188.15'	920.37'	S68°00'33"W	187.82'	011°42'45"
C4	131.75'	915.37'	S77°53'43"W	131.63'	008°14'48"

LINE TABLE		
LINE #	LENGTH	BEARING
L1	54.83'	S01°35'57"E
L2	87.39'	S37°24'53"E
L3	163.27'	S12°31'43"E
L4	44.57'	S70°22'17"E
L5	185.44'	N44°26'07"E
L6	72.15'	N54°56'38"E
L7	123.88'	N83°32'31"E
L8	81.25'	N68°43'16"E
L9	80.37'	S72°03'00"E
L10	36.22'	S31°16'48"E
L11	51.83'	S05°05'09"W
L12	36.53'	S83°09'11"W
L13	25.00'	S07°12'43"E
L14	52.12'	S62°09'11"W
L15	5.22'	N00°30'40"E

▲ = PERMANENT MONUMENT
(IN ACCORDANCE WITH MISSOURI STANDARDS)
(5/8" I.R.O.D W/ ALUMINUM CAP)

● = SEMI-PERMANENT MONUMENT
(IN ACCORDANCE WITH MISSOURI STANDARDS)
(1/2" I.R.O.D W/ PLASTIC CAP) OR CUT CROSS

□ = FOUND PERMANENT MONUMENT

○ = FOUND SEMI-PERMANENT MONUMENT

F.N.D. = FOUND

P.W.M.T. = PAVEMENT

T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION
LICENSE

H.O.A. = HOMEOWNERS' ASSOCIATION

523 = ADDRESS
 + = FOUND CROSS
 ↓ = FOUND ANCHOR
 = BENCHMARK
 C.G. = COMMON GROUND
 C.O. = COMMON OPEN SPACE
 ESMT. = EASEMENT
 BLDG. = BUILDING
 TEMP. = TEMPORARY
 S.F. = SQUARE FEET

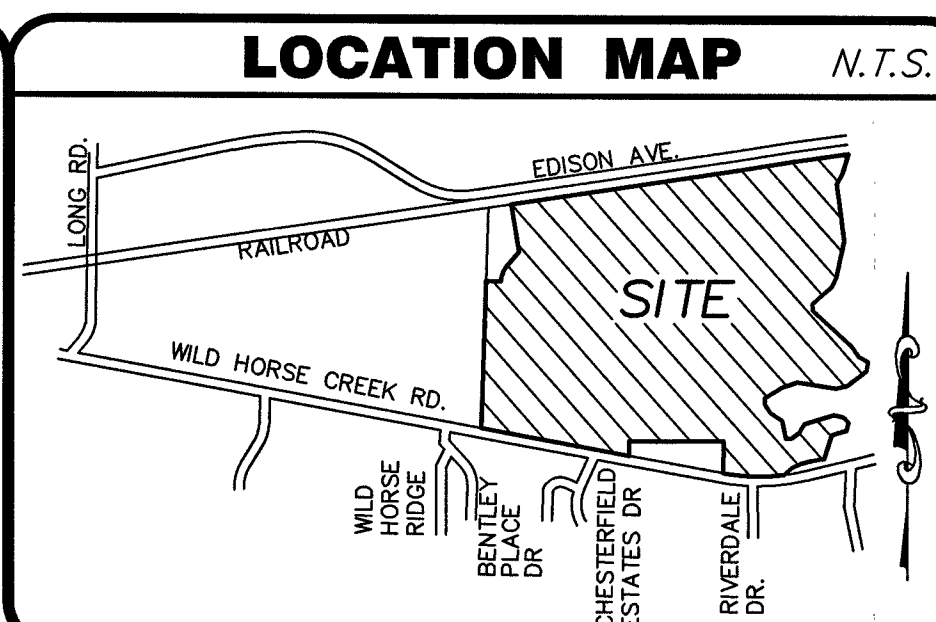
HATCHING LEGEND:

PLAT 11 LIMITS =

PHASE 2 LIMITS =

THE STERLING CO.
ENGINEERS & SURVEYORS

DRAWN BY:	GFS	MSD # - MULTIPLE
CHECKED BY:	JAH	DATE: SEPT. 10, 2019
JOB NO.:	14-06-196	FIENUP FARMS PL AT FI ENVN



SURVEYOR'S CERTIFICATE:

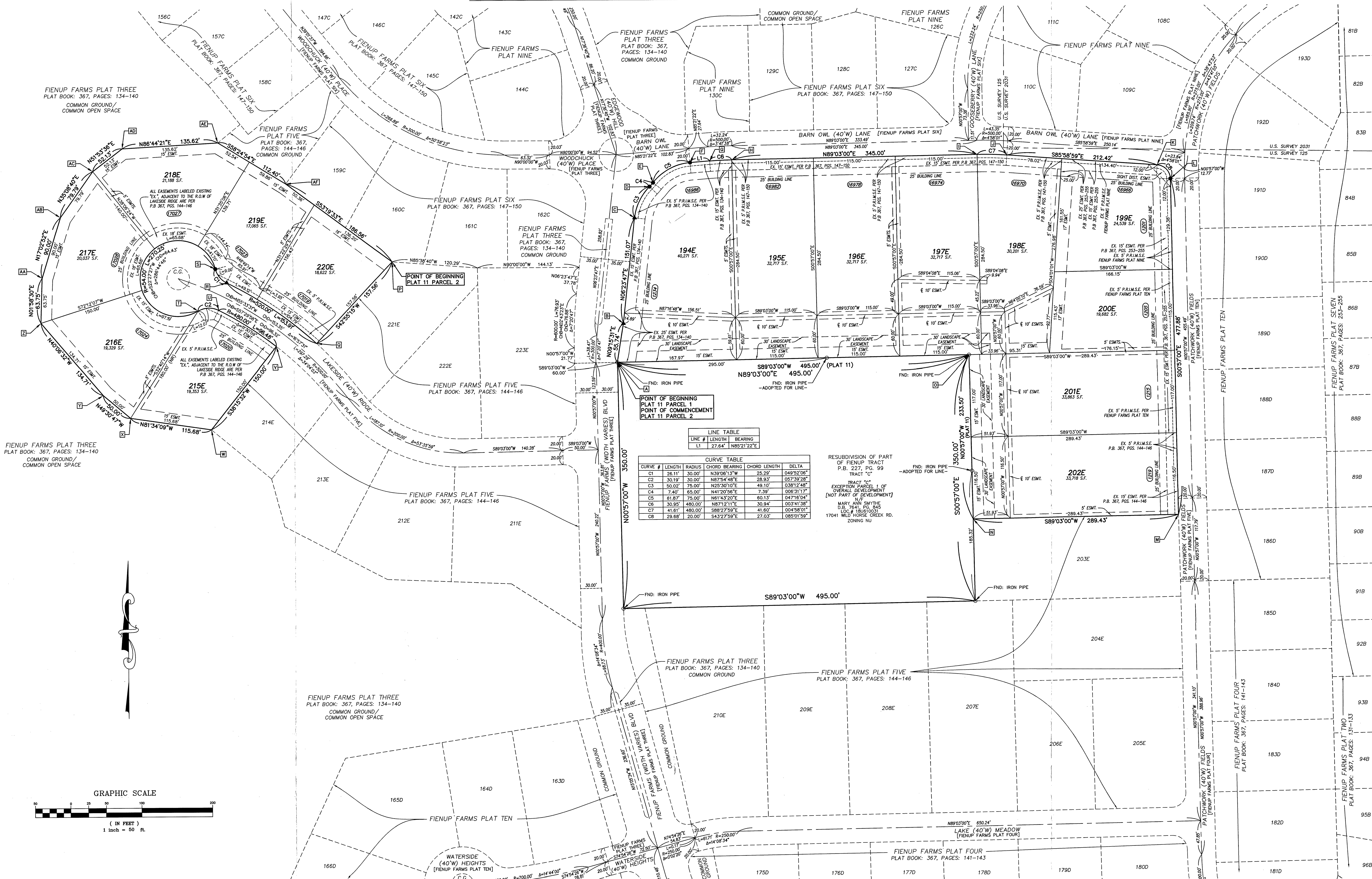
SEE SHEET 1 OF 3 FOR CERTIFICATION.

THE STERLING COMPANY
MO REG. 307-D


JAMEY A. HENSON, P.L.S. - VICE PRESIDENT
MO. REG. L.S. #2007017963

SHEET 2 OF 3

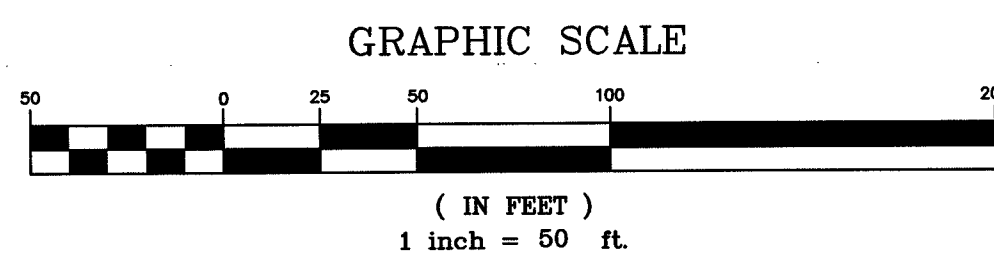
FIENUP FARMS PLAT ELEVEN



LINE	LENGTH	BEARING
1	27.64'	N85°21'22"E

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	26.11'	30.00'	N39°08'13"W	25.29'	049°52'08"
C2	30.19'	30.00'	N87°54'48"E	28.93'	057°39'28"
C3	90.02'	75.00'	N25°30'10"E	49.10'	038°12'48"
C4	7.40'	65.00'	N41°20'56"E	7.39'	006°31'17"
C5	61.87'	75.00'	N61°43'20"E	60.13'	047°18'04"
C6	30.95'	480.00'	N87°12'11"E	30.84'	003°41'58"
C7	41.61'	480.00'	S88°27'59"E	41.60'	004°58'01"
C8	26.58'	20.00'	S43°27'59"E	27.03'	085°01'59"

RESUBDIVISION OF PART OF FIENUP TRACT P.B. 227, PG. 99 TRACT "C" EXCEPTION PARCEL 1 OF OVERALL DEVELOPMENT (NOT PART OF DEVELOPMENT) MARY ANN F. D.B. 76419, PG. 845 LOC. 18070031 17041 WILD HORSE CREEK RD. ZONING NU



THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-407-0440 Fax 314-487-8944
www.sterling-eng-sur.com

DRAWN BY: GFS
CHECKED BY: JAH
JOB NO.: 14-06-196
MSD #: MULTIPLE
DATE: SEPT. 10, 2019
FIENUP FARMS PLAT ELEVEN

STATE PLANE COORDINATES	NORTHING	EASTING
A	313592.160	241134.639
B	313608.919	241137.429
C	313654.656	241142.715
D	313668.140	241149.204
E	313669.826	241150.698
F	313676.454	241166.868
G	313679.107	241175.266
H	313679.535	241184.686
I	313680.920	241289.825
J	313680.537	241302.497

STATE PLANE COORDINATES	NORTHING	EASTING
K	313675.781	241367.064
L	313669.782	241372.711
M	313524.149	241374.629
N	313522.988	241286.426
O	313594.147	241285.489
P	313636.451	241038.309
Q	313601.398	241005.488
R	313627.962	240967.034
S	313633.991	240962.192
T	313615.838	240954.629

STATE PLANE COORDINATES	NORTHING	EASTING
U	313616.129	240963.442
V	313600.272	240988.146
W	313564.472	240959.715
X	313569.760	240924.858
Y	313579.693	240913.302
Z	313611.185	240886.959
AA	313630.601	240887.695
AB	313656.798	240895.826
AC	313676.635	240909.892
AD	313686.397	240922.427

STATE PLANE COORDINATES	NORTHING	EASTING
AE	313686.608	240963.702
AF	313670.565	240992.824

ABBREVIATION LEGEND:

BK. BOOK
BLDG. BUILDING
C.G. COMMON GROUND
CHD. CHORD BEARING
C.D. CHORD DISTANCE
C.O.S. COMMON OPEN SPACE
D.B. DEED BOOK
EASMT. EASEMENT
EX. EXISTING
FND. FOUND
NF. NOW OR FORMERLY
NR. NON-RADIAL
P.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.M.T. RECORD
R.O.W. RIGHT-OF-WAY
RET. RETAINING
(S) SURVEYED
T.S.C.L. TEMPORARY SLOPE AND CONSTRUCTION LICENSE
W. WIDTH

SYMBOL LEGEND:

▲ SET PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (8" IRON W/ ALUMINUM CAP)
● SET SEMI-PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (1/2" IRON W/ PLASTIC CAP OR CUT CROSS)
○ SET PERMANENT MONUMENT IN PREVIOUS PLAT
⊗ SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT
⊕ FOUND PERMANENT MONUMENT
⊖ FOUND SEMI-PERMANENT MONUMENT
⊙ FOUND CROSS
⊕ FOUND ANCHOR
⊙ BENCHMARK
③ ADDRESS

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 3 FOR CERTIFICATION.
THE STERLING COMPANY
MO REG. 307-D

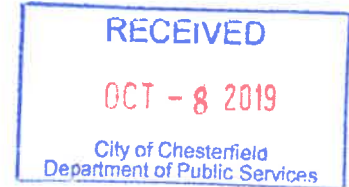
JAMES A. HENSON
NUMBER
PLS-200707963
DATE
9-12-19
JAMES A. HENSON, P.L.S. - VICE PRESIDENT
MO. REG. L.S. #200707963
SHEET 3 OF 3



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



DATE: 10/7/19

Standby L/C No.: SLC00005568

Currency/Amount:	USD 68,765.40
Applicant:	Wild Horse Residential, LLC
Issue Date:	10/7/19
Expiry Date:	10/1/21
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you.

ALL PARTIES TO THIS LETTER OF CREDIT ARE ADVISED THAT THE U.S. GOVERNMENT HAS IN PLACE SANCTIONS AGAINST CERTAIN COUNTRIES, RELATED ENTITIES AND INDIVIDUALS. COMMERCE BANK INCLUDING ITS BRANCHES ARE PROHIBITED FROM ENGAGING IN TRANSACTIONS WITHIN THE SCOPE OF SUCH SANCTIONS.

NOTWITHSTANDING THE ABOVE, ANY PRESENTATION THAT CONTAINS VIOLATIONS OF US REGULATIONS INCLUDING, BUT NOT LIMITED TO, OFAC SANCTIONS AND/OR ANTI BOYCOTT REGULATIONS MAY PROHIBIT US FROM PROCESSING THIS LC. PRESENTATION OF DOCUMENT(S) THAT ARE NOT IN COMPLIANCE WITH THE APPLICABLE ANTI-BOYCOTT, ANTI-MONEY LAUNDERING, ANTI-TERRORISM, ANTI-DRUG TRAFFICKING, EXPORT DENIAL OR ECONOMIC SANCTIONS LAWS, REGULATIONS OR ORDERS IS NOT ACCEPTABLE.

APPLICABLE LAWS VARY DEPENDING ON THE TRANSACTION AND MAY INCLUDE UNITED NATIONS, UNITED STATES AND/OR LOCAL LAWS.

Authorities may require disclosure of information and Commerce Bank is not liable if it fails or delays to perform the transaction or discloses information as a result of actual or apparent breach of such sanctions.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: October 7, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005568

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$68,765.40 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This Letter of Credit is issued with respect to: (check all that apply)

☐ Grading Surety	☐ Subdivision Maintenance Deposit
☐ Landscape Surety	☐ Tree Preservation Surety
☐ Pavement Restoration Surety	☐ Other
☒ Subdivision Construction Deposit	

as detailed on the accompanying agreements for Fienup Farms Phase 2 Plat 11 subdivision /development name), approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us;

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Page...3

Wild Horse Residential, LLC
SLC00005568

payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A or B as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above** or such other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit.

It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration Date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this Letter of Credit shall expire fully and finally not later than October 1, 2024.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005568.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to (INSERT BANK Account # _____) Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20_____.

City of Chesterfield, Missouri

By: _____
Planning & Development Services Director

EXHIBIT B

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of City of Chesterfield, Missouri to:

(INSERT BANK Account # _____), Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate this
_____ day of _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C

TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention: Planning & Development Services Director

RE: Our Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-referenced Letter of Credit and, therefore, it will expire in full and finally on the above mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very Truly Yours,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: _____

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$_____ of the above
Letter of Credit. The remaining maximum available credit for this Letter of Credit is
\$_____.

CITY OF CHESTERFIELD, MISSOURI

By _____
Planning & Development Services Director

Cc: Wild Horse Residential LLC
5091 Baumgartner Road
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield hereby authorizes the final reduction of the Letter of Credit established for _____. The Letter of Credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____ *

By: _____
Planning & Development Services Director

Enclosures: Letter of Credit

Cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [_____] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI [_____]

CITY OF CHESTERFIELD, MISSOURI

By _____
Planning & Development Services Director

Enclosures: Letter of Credit, if applicable

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____
in favor of City of Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[insert Lender's name]

By: _____

Name: _____

Title: _____

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

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

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 11)
_____ in accordance with
Ordinance No. ²⁹⁷¹_____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

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

(^{68,765.40}\$_____), lawful money of the United States of America; and

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

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of Sixty-eight thousand seven hundred sixty-five, DOLLARS (\$ 68,765.40) lawful money of the United States of America by: (check one)

- ☐ Depositing cash with the City.
- ☒ Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.
- ☐ Submitting a _____ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in Fienup Farms (Plat 11) Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

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

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

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

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

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

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

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

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

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

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

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

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

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



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

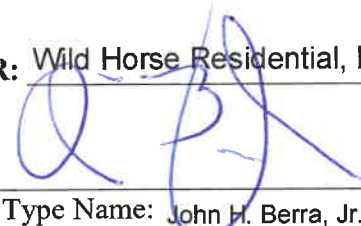
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the ____ day of _____, 20 ____.

ATTEST: (SEAL)


Type Name: Robert J. Berra
Title: Treasurer

DEVELOPER: Wild Horse Residential, LLC

BY:

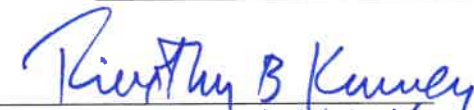

Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Type Name: J Fischer Targan
Title: AVP

ESCROW HOLDER: Commerce Bank

BY:


Type Name: TIMOTHY B KENNEY
Title: SVP
Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY

Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

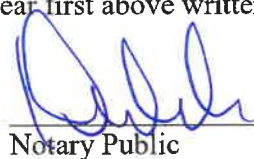
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

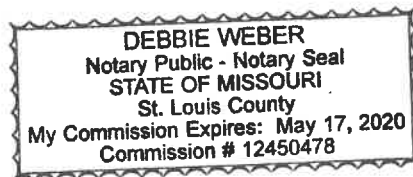
On this 8 day of October, 2019, before me appeared Timothy Kenney to me personally known, who, being by me duly sworn, did say that he/she is the SVP (title) of Commerce Bank (name of bank), a MO Bank Company (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said SVP (title) acknowledged said instrument to be the free act and deed of said bank.

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



Notary Public

My Commission Expires: 05-17-20



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 26th day of September, 2019, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of JHB Properties, Inc; authorized person _____, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its authorized person _____, (President or title of chief officer), John H. Berra, Jr. (name) as authorized person (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 26th day of September, 2019.


Notary Public

My Commission Expires: 9/18/21

MICHAEL TAYLOR STUART
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES: 9/18/2021
COMMISSION # 17304977

EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Fienup Farms
 PLAT: 11
 SUBDIVISION CODE: 330
 NO. LOTS: 15
 DATE OF PLAT APPROVAL: TBD

DEVELOPER: Wild Horse Residential LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
SIDEWALKS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
STREET SIGNS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
STREET TREES			\$0.00	\$0.00 \$0.00	0	\$0.00	0
SANITARY SEWER AND PUMP STATIONS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
STORM SEWER			\$17,909.10	\$0.00 \$0.00	0	\$17,909.10	100
GRADING			\$33,069.30	\$0.00 \$0.00	0	\$33,069.30	100
DETENTION & WQ			\$0.00	\$0.00 \$0.00	0	\$0.00	0
EROSION CONTROL			\$7,502.00	\$0.00 \$0.00	0	\$7,502.00	100
SILTATION CONTROL			\$5,335.00	\$0.00 \$0.00	0	\$5,335.00	100
COMMON GROUND SEED AND ISLAND SODDING			\$0.00	\$0.00 \$0.00	0	\$0.00	0
MONUMENTATION			\$4,950.00	\$0.00 \$0.00	0	\$4,950.00	100
RETAINING WALLS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
STREET LIGHTS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
WATER MAINS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
FENCE			\$0.00	\$0.00 \$0.00	0	\$0.00	0
MISC. REQ. IMPROVMENTS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
TOTALS			\$68,765.40	\$0.00	0	\$68,765.40	100



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



Attn: Zach Wolff

DATE: 10/7/19

Standby L/C No.: SLC00005571

Currency/Amount:	USD 6,876.54
Applicant:	Wild Horse Residential, LLC
Issue Date:	10/7/19
Expiry Date:	10/1/21
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you.

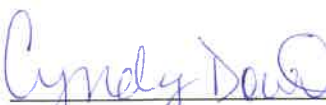
ALL PARTIES TO THIS LETTER OF CREDIT ARE ADVISED THAT THE U.S. GOVERNMENT HAS IN PLACE SANCTIONS AGAINST CERTAIN COUNTRIES, RELATED ENTITIES AND INDIVIDUALS. COMMERCE BANK INCLUDING ITS BRANCHES ARE PROHIBITED FROM ENGAGING IN TRANSACTIONS WITHIN THE SCOPE OF SUCH SANCTIONS.

NOTWITHSTANDING THE ABOVE, ANY PRESENTATION THAT CONTAINS VIOLATIONS OF US REGULATIONS INCLUDING, BUT NOT LIMITED TO, OFAC SANCTIONS AND/OR ANTI BOYCOTT REGULATIONS MAY PROHIBIT US FROM PROCESSING THIS LC. PRESENTATION OF DOCUMENTS(S) THAT ARE NOT IN COMPLIANCE WITH THE APPLICABLE ANTI-BOYCOTT, ANTI-MONEY LAUNDERING, ANTI-TERRORISM, ANTI-DRUG TRAFFICKING, EXPORT DENIAL OR ECONOMIC SANCTIONS LAWS, REGULATIONS OR ORDERS IS NOT ACCEPTABLE.

APPLICABLE LAWS VARY DEPENDING ON THE TRANSACTION AND MAY INCLUDE UNITED NATIONS, UNITED STATES AND/OR LOCAL LAWS.

Authorities may require disclosure of information and Commerce Bank is not liable if it fails or delays to perform the transaction or discloses information as a result of actual or apparent breach of such sanctions.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: October 7, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005571

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$6,876.54 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This Letter of Credit is issued with respect to: (check all that apply)

☐ Grading Surety	☒ Subdivision Maintenance Deposit
☐ Landscape Surety	☐ Tree Preservation Surety
☐ Pavement Restoration Surety	☐ Other
☐ Subdivision Construction Deposit	

as detailed on the accompanying agreements for Fienup Farms Phase 2 Plat 11 subdivision /development name), approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us;

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Page...3

Wild Horse Residential, LLC

SLC00005571

payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A or B as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above** or such other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit.

It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration Date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this Letter of Credit shall expire fully and finally not later than October 1, 2025.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005571.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to (INSERT BANK Account # _____) Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20____.

City of Chesterfield, Missouri

By: _____
Planning & Development Services Director

EXHIBIT B

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of City of Chesterfield, Missouri to:

(INSERT BANK Account # _____), Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate this
_____ day of _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C

TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention: Planning & Development Services Director

RE: Our Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-referenced Letter of Credit and, therefore, it will expire in full and finally on the above mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very Truly Yours,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: _____

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$_____ of the above
Letter of Credit. The remaining maximum available credit for this Letter of Credit is
\$_____.

CITY OF CHESTERFIELD, MISSOURI

By _____
Planning & Development Services Director

Cc: Wild Horse Residential LLC
5091 Baumgartner Road
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield hereby authorizes the final reduction of the Letter of Credit established for _____. The Letter of Credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____ *

By: _____
Planning & Development Services Director

Enclosures: Letter of Credit

Cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [_____] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI [_____]

CITY OF CHESTERFIELD, MISSOURI

By _____
Planning & Development Services Director

Enclosures: Letter of Credit, if applicable

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____
in favor of City of Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[insert Lender's name]

By: _____

Name: _____

Title: _____

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

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

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Fienup Farms (Plat 11)
_____ in accordance with
Ordinance No. ²⁹⁷¹_____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of Six thousand eight hundred seventy-six
_____ DOLLARS
(\$^{6,876.54}_____), lawful money of the United States of America; and

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of Six thousand eight hundred seventy-six

DOLLARS (\$ 6,876.54), lawful money of the United States of America by:

(check one)

☐ Depositing cash with the City.

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

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

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in Fienup Farms (Plat 11) _____

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

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

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

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

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

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

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

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

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

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

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

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

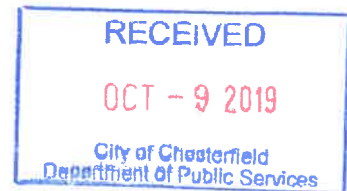
9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

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

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

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

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



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

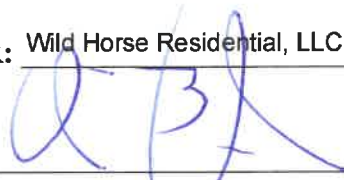
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

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

ATTEST: (SEAL)


Type Name: Robert J. Berra
Title: Treasurer

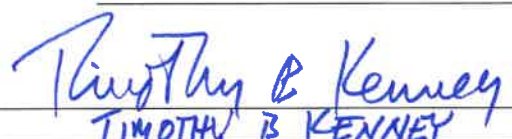
DEVELOPER: Wild Horse Residential, LLC

BY: 
Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Name: J. Fischer Fargen
Title: AUP

CREDIT HOLDER: Commerce Bank

BY: 
Name: TIMOTHY B KENNEY
Title: SVP
Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

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

BANK OFFICIAL'S ACKNOWLEDGMENT

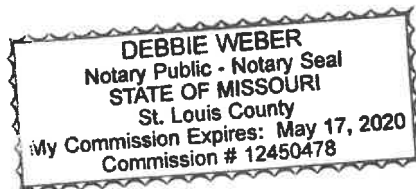
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 8 day of October, 2019, before me appeared
Timothy Kenney, to me personally known, who, being by me duly
sworn, did say that he/she is the SVP (title) of
Commerce Bank (name of bank), a
MO Bank Company (corporation, etc.) organized and existing under the laws of the
United States of America, and that the seal affixed to the foregoing instrument is the Corporate
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and said SVP (title)
acknowledged said instrument to be the free act and deed of said bank.

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

Debbie Weber
Notary Public

My Commission Expires: 05.17.20



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 26th day of September, 2019, before me appeared
John H. Berra, Jr. (name) to me personally known, who, being by
me duly sworn, did say that he/she is the President (title or Executing
Official) of JHB Properties, Inc; authorized person, a Missouri Limited Liability
Corporation, and that he/she in fact has the authority to execute the foregoing agreement
pursuant to the authority given him/her by the Limited Liability Corporation, and that said
agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of
its authorized person, (President or title of chief officer),
John H. Berra, Jr. (name) as authorized person (title of
Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and
deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial
seal, this 26th day of September, 2019.


Notary Public

My Commission Expires:

9/18/21

MICHAEL TAYLOR STUART
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES: 9/18/2021
COMMISSION # 17304977

MAINTENANCE DEPOSIT

SUBDIVISION: Fienup Farms

PLAT: 11

SUB CODE: 330

DEVELOPER: Wild Horse Residential LLC

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

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$0.00			\$0.00
SIDEWALKS	\$0.00			\$0.00
STREET SIGNS	\$0.00			\$0.00
STREET TREES	\$0.00			\$0.00
SAN. SEWER	\$0.00			\$0.00
STORM SEWER	\$1,790.91			\$1,790.91
GRADING	\$3,306.93			\$3,306.93
DETENTION & WQ	\$0.00			\$0.00
EROSION CONTROL	\$750.20			\$750.20
SILTATION CONTROL	\$533.50			\$533.50
COMMON GR. SEED	\$0.00			\$0.00
MONUMENTATION	\$495.00			\$495.00
RETAINING WALL	\$0.00			\$0.00
STREET LIGHTS	\$0.00			\$0.00
WATER MAINS	\$0.00			\$0.00
FENCE	\$0.00			\$0.00
MISC. REQUIRED IMP.	\$0.00			\$0.00
TOTALS	\$6,876.54		\$0.00	\$6,876.54

BILL NO. 3270 _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A USER AGREEMENT FOR AN INTEROPERABLE RADIO SYSTEM BETWEEN ST. LOUIS COUNTY, MISSOURI, AND THE CITY OF CHESTERFIELD.

WHEREAS, the residents of St. Louis County previously approved a tax for the purpose of improving emergency communication systems within St. Louis County and between governmental agencies, including emergency responders; and,

WHEREAS, St. Louis County, through the Emergency Communications Commission, has developed a county-wide emergency communication system for the use of police departments, fire departments, and other local government agencies, including public works and parks; and,

WHEREAS, the Emergency Communications Commission has provided radios to the City of Chesterfield which are used throughout the City; and,

WHEREAS, the City of Chesterfield previously approved a User Agreement with St. Louis County on January 23, 2013 via Ordinance Number 2736, which expires on December 31, 2019; and

WHEREAS, the St. Louis County Emergency Communications Commission has asked the City of Chesterfield to enter into a new User Agreement for the Interoperable Radio System in St. Louis County, Missouri.

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 of the City of Chesterfield hereby authorizes the City Administrator to enter into a new User Agreement for the Interoperable Radio System in accordance with the Agreement marked "Exhibit A" attached hereto.

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

Passed and approved this _____ day of _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 11/18/2019



10/29/2019

SLATER Radio System User Agencies
REF: Radio System User Agreement Renewal- URGENT
Subscriber Radios

Dear Radio System User Agency,

Please review the attached User Agreement Renewal for **Subscriber Radios**, sign and return two (2) originals to me at the address below. Additionally, the agreement will require an ordinance from your jurisdiction authorizing the agreement, which needs to accompany the returned signed originals. Once received we will return an original back to you with County signatures. The ECC currently has the original user agreement your agency filed and it expires midnight December 31st, 2019.

The term of the new agreement is 5 years (End of 2024), at which point we will send out another renewal.

Since the agreement requires an ordinance be passed, please give this matter immediate attention.

We will be sending this notice out via multiple pathways, so you may receive it more than once, and possibly to different people within your organization or municipality. Please reference your current agreement for information on how it should route through your agency.

If you need anything further please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Clouse".

Mike Clouse
Director
Emergency Communications Commission
1150 Hanna Rd.
Ballwin, MO 63021

314-615-7114 Office

**USER AGREEMENT FOR ST. LOUIS COUNTY AGENCIES
INTEROPERABLE RADIO SYSTEM**

THIS AGREEMENT, Made and entered into this _____ day of _____, _____, by and between ST. LOUIS COUNTY, MISSOURI, (“County”) on behalf of the St. Louis County Emergency Communications Commission, hereinafter referred to as the “ECC”; and _____, hereinafter to as “Agency”;

WITNESSETH:

WHEREAS, ECC developed a county-wide emergency communications radio system with Motorola Solutions, Inc. (“Motorola”) whereby Motorola continues to maintain the county-wide emergency communications radio system and associated commercial items, commercial computer software, radios and other equipment, subsystems and services (“the System”);

WHEREAS, ECC the is the sole owner and operator of a county-wide emergency communications radio system providing communication links that permit participating governmental entities to communicate within the geographical boundaries of St. Louis County and beyond;

WHEREAS, numerous St. Louis County Agencies, including Law Enforcement, Fire Departments, Local Governments and other St. Louis County organizations are current authorized Agencies of the System;

WHEREAS, it is desirable to have a unified countywide interoperable radio system to promote communication between all governmental entities and further the goal of protecting and providing public safety services to the people of St. Louis County;

WHEREAS, ECC intends to enhance its ability to communicate for both routine and emergency operations and to permit Agency to use the System, subject to the rules, regulations, policies and standards established by the ECC;

WHEREAS, the Agency is a law enforcement, fire or local government agency who provides assistance in emergency situations to St. Louis County residents and visitors;

WHEREAS, the Agency therefore affects and furthers the goal of protecting the health, safety, and welfare of the people of St. Louis County;

WHEREAS, Agency is authorized to enter into this Agreement by Ordinance No. _____, and County is authorized to enter into this Agreement by Ordinance No. **26,293**;

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** The following definitions apply to these terms, as used in this Agreement:

Infrastructure – all fixed electronic and civil components that make up the System. This includes owned or leased radio towers, monopoles, and rooftop installations; RF transmitters, microwave components, combiners, antenna systems, controllers, comparators, routers, GPS time standards, and other network hardware; environmental equipment shelters and HVAC subsystems; UPS and emergency power generator systems; and countywide recording systems.

Subscriber Radios or Radios – mobile (vehicle-mounted) and portable (handheld) radios; desktop control stations and desksets; digital vehicular repeater systems; RF modems used for mobile data; and associated accessories (batteries, battery chargers, shoulder microphones, holsters, etc.).

Primary Agency – a hospital, law enforcement, fire service, or other public safety agency that has been granted permission to use the System.

System – the county-wide emergency communications radio system and associated commercial items, commercial computer software, equipment, subsystems and services.

Encryption – the conversion of data into a form called cipher text that cannot be understood by unauthorized entities.

Motorola Contract – the contract dated December 15, 2011 between ECC and Motorola for the P-25 800 MHZ Digital Trunked Radio/Microwave System Project (RFP No. 2010-07-RH).

2. **Use of the System.** ECC hereby grants Agency permission to use the System, subject to the following:

- a. Agency shall comply with the rules, regulations, policies and standards established by the ECC (except in the event of conflict with the terms and conditions of this Agreement, which shall control).
- b. Agency shall comply with all laws, rules and regulations relating to use of the System, including but not limited to FCC regulations. Agency shall comply with any and all mandates issued by the FCC and authorized regulatory agencies. If, subsequent to this Agreement, technical or other changes are mandated by the FCC, Agency must timely comply with the mandate(s). The ECC will not be responsible for any costs, damages or losses incurred due to the regulatory mandate(s).
- c. Agency shall comply within one (1) year of receipt of notice from the ECC with any voluntary upgrades or changes to the System by the ECC, including change in vendor. The ECC shall have the sole discretion to upgrade or change the System. The ECC will not be responsible for any expenditure, losses, or other claims caused by or attributed to such voluntary upgrades or changes to the System.
- d. Agency is prohibited from selling, assigning or transferring any right of use to the System, in whole or in part, to any other person or entity.

3. **Title and Ownership of Subscriber Radios.** ECC transferred ownership of Subscriber Radios specified in the original Agreement in 2013 to the Agency to enhance its ability to communicate during routine and emergency operations anywhere within St. Louis County and the rest of the metropolitan area. Agency shall not transfer, sell, give or otherwise dispose of any of the Radios without the consent of the ECC. Agency understands and agrees that it will be primarily responsible for funding and procuring replacement and additional radios in the event of growth of its agency. Agency agrees it generally must fund any cost differences for additional radio features or substitutions that it requests.

4. **Programming, Data Conversion, Fleetmapping & Interoperability Template Design.** The ECC will be responsible for programming Subscriber Radios. Costs for conversion of GPS data and/or interface to CAD or other computer management systems will be the responsibility of individual user agencies, including Agency if applicable. The ECC will be responsible for initial and ongoing fleetmapping and interoperability template design and codeplug provision for user agencies including Agency. This will include design of specific talkgroups to meet the routine needs of individual agency operations including Agency.

5. **Infrastructure.**

- a. Operation, Maintenance & Support – The ECC will be responsible for the operation, technical performance, preventative maintenance, modifications/additions, hardware/software upgrades, routine corrective repairs, and emergency restoration of the Infrastructure. The ECC will oversee and manage contractors authorized to maintain and support the Infrastructure. The ECC shall comply with all FCC and regulatory laws, rules and regulations relating to use of the System. ECC will provide Agency with one (1) year notice of any voluntary upgrades or early compliance with mandates to the System affecting Agency.
- b. Physical Security – The ECC will ensure that reasonable physical security measures are taken to protect the equipment sites of the Infrastructure.
- c. Critical System Data – The ECC will ensure that all System data, custom configurations, and interoperability & fleetmapping templates are regularly backed up and secured in an off-site protected location, in accordance with St. Louis County standards and best practices.
- d. Radio Licenses – The ECC is the named licensee, and will be responsible to acquire and maintain all licenses required by the Federal Communications Commission (FCC) for the operation of the System. The ECC will investigate and remediate any complaints of interference or substandard performance of the System. The ECC will comply with all applicable laws including but not limited to FCC regulations.

- e. Backup Network Testing – The ECC will schedule, coordinate, and conduct tests of backup systems, including countywide, all-agency FailSoft drills pursuant to ECC best practice.
- f. System Inventory – The ECC shall be responsible to maintain and update an inventory of the Infrastructure in accordance with the fixed assets policies of St. Louis County.
- g. System Funding – The ECC shall, on an annual basis, submit a budget request to County Council for sufficient funds to handle the insurance and ongoing maintenance and upgrade costs for the Infrastructure, including contingency funding to address unforeseen emergency requirements.

8. **Subscriber Radio Warranty and Maintenance.** The ECC funding for Subscriber Radio Warranty and Maintenance ends on December 31, 2021. After December 31, 2021, the Agency is responsible for obtaining warranty coverage for Subscriber Radios, mobile and portable, through Motorola or a Motorola factory authorized repair center. The Agency shall ensure that all maintenance performed on Agency's Subscriber Radios is performed by a certified technician employed by ECC authorized vendor or Motorola depot repair center. Agency agrees to take proper care of each of the Radios as recommended by the manufacturer and standard operating procedures. Agency will be responsible for coordinating repair scheduling and/or drop off with the maintenance contractor.

9. **Loss or Theft.** Agency agrees to notify ECC immediately (or as soon as reasonably possible) upon discovery of the loss or theft of any of the Radios. The ECC will suspend the missing Radio's electronic registration within the System, so that it cannot be used by unauthorized persons.

10. **Emergency Response/Mutual Aid.** ECC agrees and understands that the Agency is free to use the Radios for all of their operations, including those which may involve travel outside of the metropolitan area for special events and emergency/mutual aid response.

11. **Notices.** Any notice, request, complaint, demand or other communication required by this Agreement to be given to or filed with ECC or Agency, shall be in writing and shall be given or filed in the manner and at the addresses specified below.

County:

Director of Emergency Communications Commission
St. Louis County Police Department
1150 Hanna Road
St. Louis, Missouri 63021
Fax: _____

With a copy to:

County Counselor

St. Louis County Government Center
41 S. Central Ave.
Clayton, MO 63105
Fax: 314-615-3732

AGENCY:

Name/Title: _____

Address: _____

Fax: _____

With a copy to:

Name/Title: _____

Address: _____

Fax: _____

or at such different address as the parties may give by written notice mailed, faxed or delivered personally to the addresses of the other party listed above. Any mailed notices will be effective three days after deposit in the United States Mail, properly addressed with postage prepaid.

12. **Liability Protection.** Agency and ECC acknowledge that service disruptions will occur from time to time and agree to hold each other harmless for all such disruptions. ECC assumes no responsibility with respect to the use or storage of the Radios, and Agency and ECC assume no responsibility for any accidents or claims arising out of use of the Radios. Notwithstanding the foregoing, it is not the intent through this Agreement of any Party to in any way affect, waive, or modify the doctrines of sovereign immunity, official immunity or other similar protections that would otherwise be available to any Party to assert against third party claims that may arise or be brought.

13. **Term.** The initial term of this Agreement shall be from the date set forth above and through December 31, 2024 unless sooner terminated pursuant to Section 15 or Section 16. ECC and Agency agree to negotiate a successor agreement in good faith in accordance with their intent that Agency shall be able to continue to use the System at no cost to achieve the common goal of enhanced communications.

14. **Default and Termination for Cause.** Any material violation of this Agreement is a default. In the event of a default, each party shall give the other party written notice of the alleged default, and each party will be afforded a reasonable opportunity to cure the default or present their disagreement for resolution to a mediator in accordance with the dispute resolution process set forth in section 14A. Failure to cure a default or participate in the dispute resolution process will result in a termination of this Agreement, but no such termination shall take effect

until 90 days after the governing body of Agency or ECC finds and determines, by resolution or ordinance, that the Agreement should be terminated for cause. If Agency or ECC finds and determines by resolution or ordinance that the default has been cured during such 90 day period, and that reasonable assurance has been provided against further default, then this Agreement shall remain in effect.

14A. **Dispute Resolution Process.** Prior to mediation, the parties will first attempt to settle their disputes by a meeting between representative(s) designated by the Emergency Commissions Commission and representatives designated by the Agency. If, after such meeting, the parties are unable to resolve a conflict involving an alleged default, then they shall present their disagreements to a mutually agreeable mediator for mediation. If the parties are unable to agree on a mediator within thirty (30) calendar days after one party requests mediation, then the parties agree to utilize a mediator chosen by United States Arbitration and Mediation (USA&M) as best to handle a contractual dispute among government entities. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. The mediation process must be followed to its conclusion prior to any party seeking relief from any court, except in an emergency.

15. **Funding Out.** If the governing body of a party should not appropriate or otherwise make available funds sufficient to fulfill the party's obligations under this Agreement, such party may unilaterally terminate this Agreement, without financial penalty, upon ninety (90) days written notice to the other party.

16. **Transfer of Radio Ownership.** In the event that Agency's services are assumed by another agency participating in the System, Agency may transfer its Radios to that new agency with advance notice to ECC.

17. **Amendments.** This Agreement may be amended only by written agreement of ECC and Agency.

18. **Venue.** In the event that any actions or proceedings are initiated with respect to this Agreement, the parties agree that the venue thereof shall be St. Louis County, Missouri, and that this Agreement shall be governed by the laws of the State of Missouri.

19. **Fairness.** Agency understands that it does not operate in an identical manner to each and every other agency that will be using the System and, therefore, agrees that it may be treated differently in some respects by ECC. On the other hand, ECC understands that Agency expects to be treated fairly relative to other agencies including St. Louis County agencies and, therefore, agrees to treat Agency in an equitable manner as compared to such other agencies, taking into account differences in demonstrated need and all other relevant factors.

Executed by the County the _____ day of _____, 2019.

Executed by the Agency the _____ day of _____, 2019.

ST. LOUIS COUNTY

County Executive

Attested:

Administrative Director

Chairman, Emergency Communications Commission

Approved as to legal form:

County Counselor

Approved:

Risk and Insurance Manager

Approved:

Accounting Officer

Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services **JW**

Date: December 2, 2019

RE: **West County Acres (Alexander Woods Subdivision) VOE:** A petition for the vacation of easements located within West County Acres Subdivision located north and east of Swingley Ridge Road east of its intersection with Chesterfield Ridge Center Drive.

Stock and Associates Consulting Engineers, Inc., on behalf of Payne Family Homes, is requesting the vacation of easements dedicated to the City of Chesterfield located on the subject property. The current easements are also dedicated to various utility companies, all of which have been notified by the applicant of the vacation of easements request.

These easements are no longer necessary as the original parcels comprising the subject site are to be re-platted in conjunction with the Record Plat for Alexander Woods Subdivision, which is also on for review and approval at the December 2, 2019 City Council meeting.

Attached to the legislation, please find a copy of the petition and Exhibit "A" which describe and show the easements to be vacated.

Attachments: Legislation
Petition
Exhibit "A"

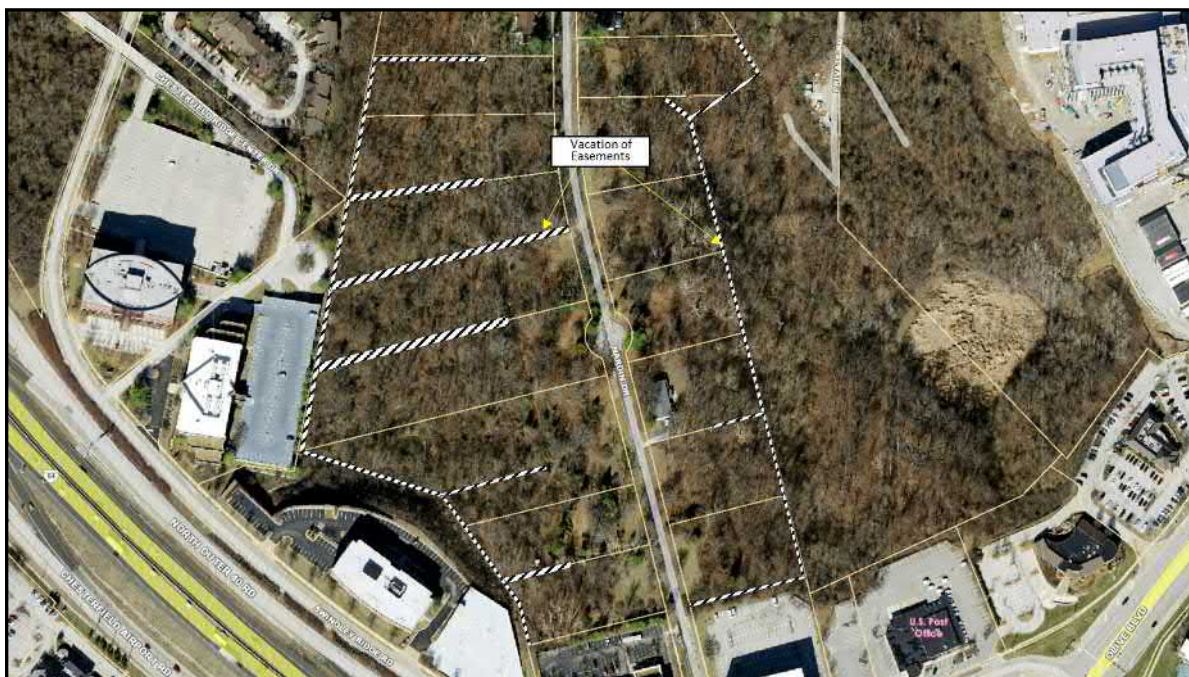


Figure 1. Aerial Image

BILL NO. 3271

ORDINANCE NO. _____

AN ORDINANCE VACATING EASEMENTS LOCATED IN THE WEST COUNTY ACRES SUBDIVISION RECORDED IN BOOK 68, PAGE 17 AND BOOK 64, PAGE 64 OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN U.S. SURVEY 415, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.

WHEREAS, a petition has been filed by Stock and Associates Consulting Engineers, Inc., on behalf of Payne Family Homes, requesting the City to vacate easements on said tract of land; and,

WHEREAS, Payne Family Homes owns the property on which the easements are located and has requested to vacate the easements; and,

WHEREAS, the Department of Planning and Development Services has reviewed the petition and has determined that said petition meets all applicable regulations and determined that the vacation will have no adverse effect on 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 Council of the City of Chesterfield hereby approves the easement vacations located in the West County Acres subdivision in Chesterfield as depicted in "Exhibit A" and described in the Petition which are attached hereto and made part of hereof; and

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the vacation of these easements by affixing their signatures and the Official Seal of the City of Chesterfield to a Certificate of Approval as required on said documents. The petitioner is required and directed to record these easement vacations with the Saint Louis County Recorder of Deeds Office; and

Section 3. The Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2019.

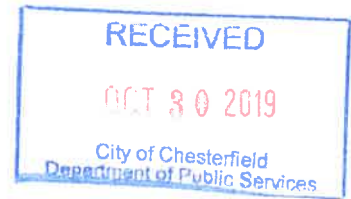
PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 12/02/2019



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

TO THE CITY COUNCIL OF THE CITY OF CHESTERFIELD

STATE OF MISSOURI

PETITION OF VACATION OF EASEMENTS

UNDER SECTION 02-11.L OF THE UNIFIED DEVELOPMENT CODE

Petitioner, Payne Family Homes LLC, states to the City Council of the City of Chesterfield, State of Missouri that:

1. They are the owners of fee simple of the following described parcel of real estate situated in the City of Chesterfield, County of St. Louis, State of Missouri, containing approximately 20.3 Acres of ground as shown on an attached plat, marked as Exhibit "A" and incorporated herein by reference and more particularly described as:

Payne Family Homes LLC parcels:

814 Nardin Dr. 18S510175
815 Nardin Dr. 18S510164
821 Nardin Dr. 18S510142
822 Nardin Dr. 18S510153
827 Nardin Dr. 18S510131
830 Nardin Dr. 18S510120
833 Nardin Dr. 18S510119
838 Nardin Dr. 18S510108
839 Nardin Dr. 18S510098
844 Nardin Dr. 18S510087
845 Nardin Dr. 18S510229
852 Nardin Dr. 18S510043
857 Nardin Dr. 18S510021
860 Nardin Dr. 18S510010
863 Nardin Dr Loc# 18S230158

2. Petitioner desires to have a portion of an easement situated in the City of Chesterfield, Missouri, vacated. The portion of the easements, to be vacated, is shown on attached plats, marked as Exhibit "A" incorporated herein by reference. The Easements to be vacated are shown hatched on Exhibit "A".
3. The easements shown on the attached plat, marked on Exhibit "A" and also described as follows:

Easement Vacation Description B-1

A tract of land being part of Lots 30, 31, and 32, of West County Acres Plat 1 as recorded in Plat Book 64 Page 64 of the St. Louis County Records, located in U.S. 415 in Township 45 North, Range 4 East, of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the southwest corner of above said Lot 32; thence North 13 degrees 48 minutes 36 seconds West, 85.60 feet; and North 35 degrees 33 minutes 08 seconds West, along the west lines of above said Lots 30, 31, and 32, a distance of, 279.12 feet, to the northwest corner of said Lot 30; thence North 75 degrees 42 minutes 58 seconds East, 250.00 feet, along the north line of said Lot 30; thence leaving said line, South 14 degrees 17 minutes 02 seconds East, 5.00 feet; thence South 75 degrees 42 minutes 58 seconds West, 242.69 feet; thence South 35 degrees 33 minutes 08 seconds East, 207.21 feet; thence North 75 degrees 41 minutes 44 seconds East, 146.58 feet; thence South 14 degrees 18 minutes 16 seconds East, 10.00 feet; thence South 75 degrees 41 minutes 44 seconds West, 142.69 feet; thence South 35 degrees 33 minutes 08 seconds East, 54.83 feet; thence South 13 degrees 48 minutes 36 seconds East, 86.56 feet, to the south line of above said Lot 32; thence South 76 degrees 11 minutes 24 seconds West, along the south line of said Lot 32, a distance of 5.00 feet to the POINT OF BEGINNING. Containing 4,488 square feet or 0.103 acres, more or less. According to calculations performed by Stock and Associates in October, 2019.

Easement Vacation Description B-2

A tract of land being part of Lots 12, and 13, of West County Acres Plat 1 as recorded in Plat Book 64 Page 64 of the St. Louis County Records, located in U.S. 415 in Township 45 North, Range 4 East, of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the southeast corner of above said Lot 12; thence South 75 degrees 42 minutes 58 seconds West, along the south line of said Lot 12, a distance of, 250.28 feet, to the east right of way line of Nardin Drive, 50 feet wide; thence North 14 degrees 17 minutes 02 seconds West, along the east right of way line of said Nardin Drive, 5.00 feet; thence leaving said right of way line, North 75 degrees 42 minutes 58 seconds East, 240.28 feet; thence North 14 degrees 17 minutes 32 seconds West, 339.98 feet; thence South 75 degrees 42 minutes 24 seconds West, 89.88 feet; thence North 14 degrees 17 minutes 02 seconds West, 5.00 feet, to the north line of above said Lot 13; thence North 75 degrees 42 minutes 24 seconds East, along the north line of said Lot 13, a distance of 99.88 feet, to the northeast corner of said Lot 13; thence South 14 degrees 17 minutes 32 seconds East, along the east lines of above said Lot 12 and 13, a distance of, 349.98 feet to the POINT OF BEGINNING.

Containing 5,151 square feet or 0.118 acres, more or less. According to calculations performed by Stock and Associates in October, 2019.

Easement Vacation Description C-1

A tract of land being part of Lots 24, through 29, of West County Acres Plat Two as recorded in Plat Book 68 Page 17 of the St. Louis County Records, located in U.S. 415 in Township 45 North, Range 4 East, of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the west corner of above said Lot 29; thence North 10 degrees 31 minutes 28 seconds East, along the west lines of above said Lots 24 through 28, a distance of 844.52 feet, to the northwest corner of said Lot 24; thence North 89 degrees 04 minutes 57 seconds East, along the north line of said Lot 24, a distance of 230.00 feet; thence leaving said lot line, South 00 degrees 55 minutes 03 seconds East, 5.00 feet; thence South 89 degrees 04 minutes 57 seconds West, 220.81 feet; thence South 10 degrees 31 minutes 28 seconds West, 291.26 feet; thence North 82 degrees 25 minutes 18 seconds East, 287.84 feet; thence South 07 degrees 34 minutes 42 seconds East, 10.00 feet; thence South 82 degrees 25 minutes 18 seconds West, 291.11 feet; thence South 10 degrees 31 minutes 28 seconds West, 170.54 feet; thence North 75 degrees 52 minutes 24 seconds East, 502.80 feet, to the west right of way line of Nardin Drive, 50 feet wide, being on a curve to the left having a radius of 1,050.00 feet; thence along said curve, an arc distance of 12.68 feet, and a chord which bears South 14 degrees 06 minutes 10 seconds East, 12.68 feet; and South 14 degrees 13 minutes 35

seconds East, 7.32 feet, along the west right of way line of said Nardin Drive; thence leaving said right of way line, South 75 degrees 52 minutes 24 seconds West, 511.99 feet; thence South 10 degrees 31 minutes 28 seconds West, 159.62 feet; thence North 75 degrees 43 minutes 28 seconds East, 426.67 feet; thence South 14 degrees 16 minutes 32 seconds East, 10.00 feet; thence South 75 degrees 43 minutes 28 seconds West, 431.29 feet; thence South 10 degrees 31 minutes 28 seconds West, 172.56 feet; thence South 73 degrees 07 minutes 02 seconds East, 300.22 feet; thence North 75 degrees 42 minutes 58 seconds East, 248.61 feet; thence South 14 degrees 17 minutes 02 seconds East, 5.00 feet, to the south line of above said Lot 29; thence South 75 degrees 42 minutes 58 seconds West, along the south line of said Lot 29, a distance of 250.00 feet, to the south corner of said Lot 29; thence North 73 degrees 07 minutes 02 seconds West, along the southwest line of said Lot 29, a distance of 311.12 feet, to the POINT OF BEGINNING. Containing 29,644 square feet or 0.681 acres, more or less. According to calculations performed by Stock and Associates in October, 2019.

Easement Vacation Description C-2

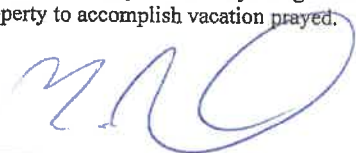
A tract of land being part of Lots 14, through 18, of West County Acres Plat Two as recorded in Plat Book 68 Page 17 of the St. Louis County Records, located in U.S. 415 in Township 45 North, Range 4 East, of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the southeast corner of above said Lot 14; thence South 75 degrees 42 minutes 24 seconds West, along the south line of above said Lot 14, a distance of, 99.88 feet; thence leaving said line, North 14 degrees 17 minutes 02 seconds West, 5.00 feet; thence North 75 degrees 42 minutes 24 seconds East, 89.87 feet; thence North 14 degrees 17 minutes 32 seconds West, 339.64 feet; thence South 75 degrees 43 minutes 58 seconds West, 90.00 feet; thence North 14 degrees 16 minutes 02 seconds West, 10.00 feet; thence North 75 degrees 43 minutes 58 seconds East, 90.00 feet; thence North 14 degrees 17 minutes 32 seconds West, 282.58 feet; thence North 52 degrees 44 minutes 39 seconds West, 67.55 feet; thence North 37 degrees 15 minutes 21 seconds East, 10.00 feet; thence South 52 degrees 44 minutes 39 seconds East, 68.53 feet; thence North 57 degrees 58 minutes 28 seconds East, 162.69 feet; thence North 31 degrees 57 minutes 51 seconds West, 92.64 feet, to the north line of above said Lot 18; thence North 89 degrees 04 minutes 57 seconds East, along the north line of said Lot 18, a distance of 11.67 feet, to the northeast corner of said Lot 18; thence the following courses and distances along the east lines of above said Lots 14 through 18: South 31 degrees 57 minutes 51 seconds East, 96.61 feet; South 57 degrees 58 minutes 28 seconds West, 174.24 feet; and South 14 degrees 17 minutes 32 seconds East, 632.67 feet, to the POINT OF BEGINNING. Containing 11,057 square feet or 0.254 acres, more or less. According to calculations performed by Stock and Associates in October, 2019.

4. Petitioners are the owners in fee simple of all of the property which is bordering on the portion of the easement which the petitioner desires to vacate, and that, if the City Council of the City of Chesterfield vacates the portion of that easement, then the vacated portion shall vest in the petitioner.
5. The portion of easement which Petitioners desire to vacate is adjoined or abutted by the property which is owned by the petitioners in fee simple, and none of the adjoining property to the portion of the easement which will be vacated is owned by anyone other than the Petitioners.
6. The portion of the easement that is to be vacated is not being used by anyone due to the fact that there are other easements available and are being used. Further, the portion of the easement which shall remain will adequately serve such property.

7. The vacation herein petitioned for is in the interest of the public necessity, convenience and general welfare, and will not interfere with the best interest of the public use.

WHEREOF, Petitioner prays that the City Council of the City of Chesterfield, Missouri, vacate the portion of the easement as set forth in detail in this petition and Petitioners further pray that the portion of the easement to be vacated as herein described shall revert to the Petitioners who are the owner in fee simple of the adjoining and abutting property and ordain such further orders as may be property to accomplish vacation prayed.



By MATTHEW SEGAL

Payne Family Homes LLC

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

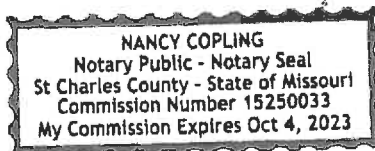
On this 29th day of October, 2019, before me personally appeared Matthew Segal, who, being duly sworn, did say that he is the Director of Alexander a corporation of the State of Missouri, and that said instrument was signed in behalf of said partnership, by authority of its Board of Directors and said Director acknowledged said instrument to be the free act and deed of said corporation.

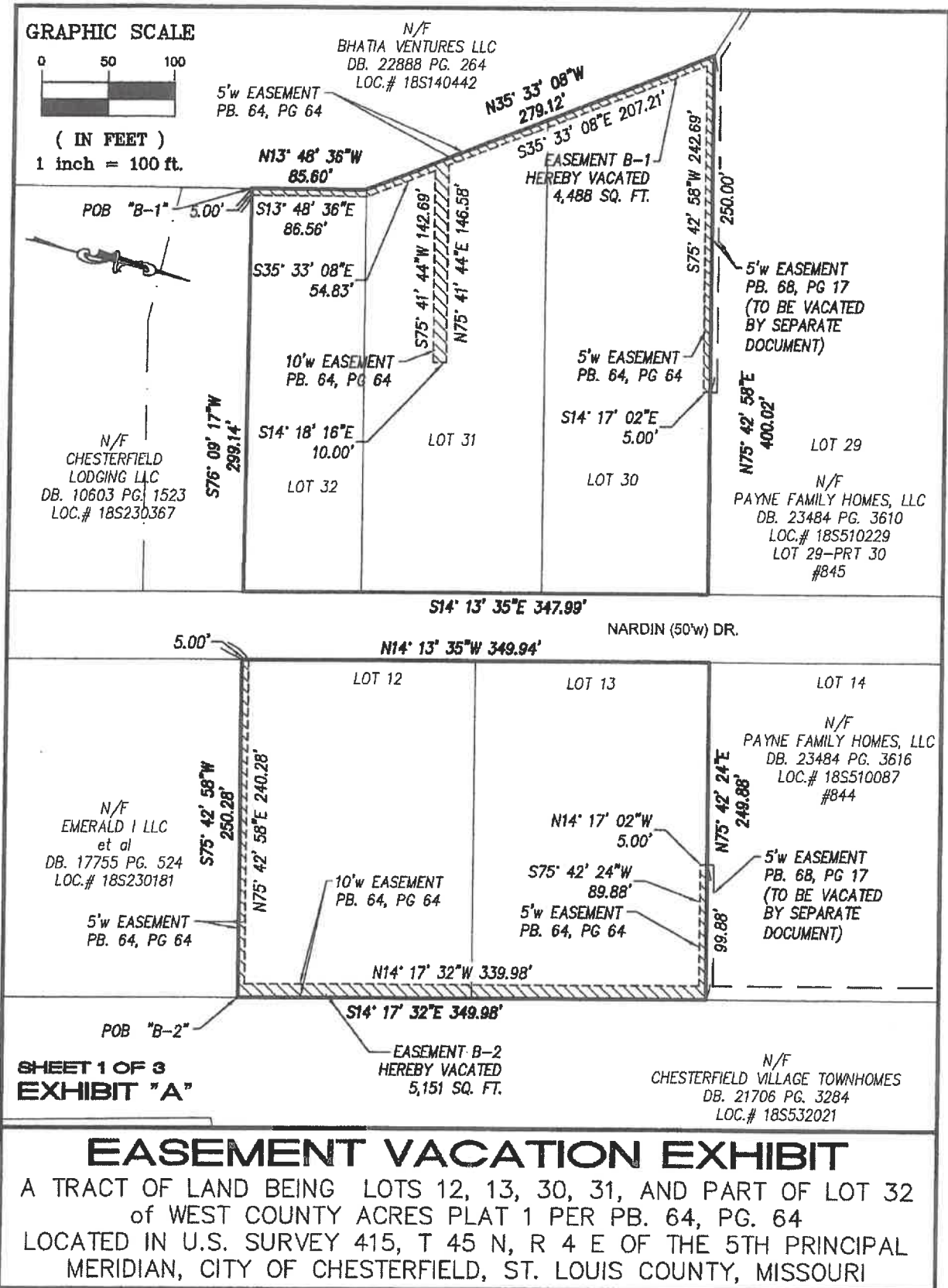
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first written above.

Nancy Copling
Notary Public

My Term Expires:

10/4/23

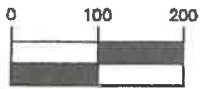




10/22/19

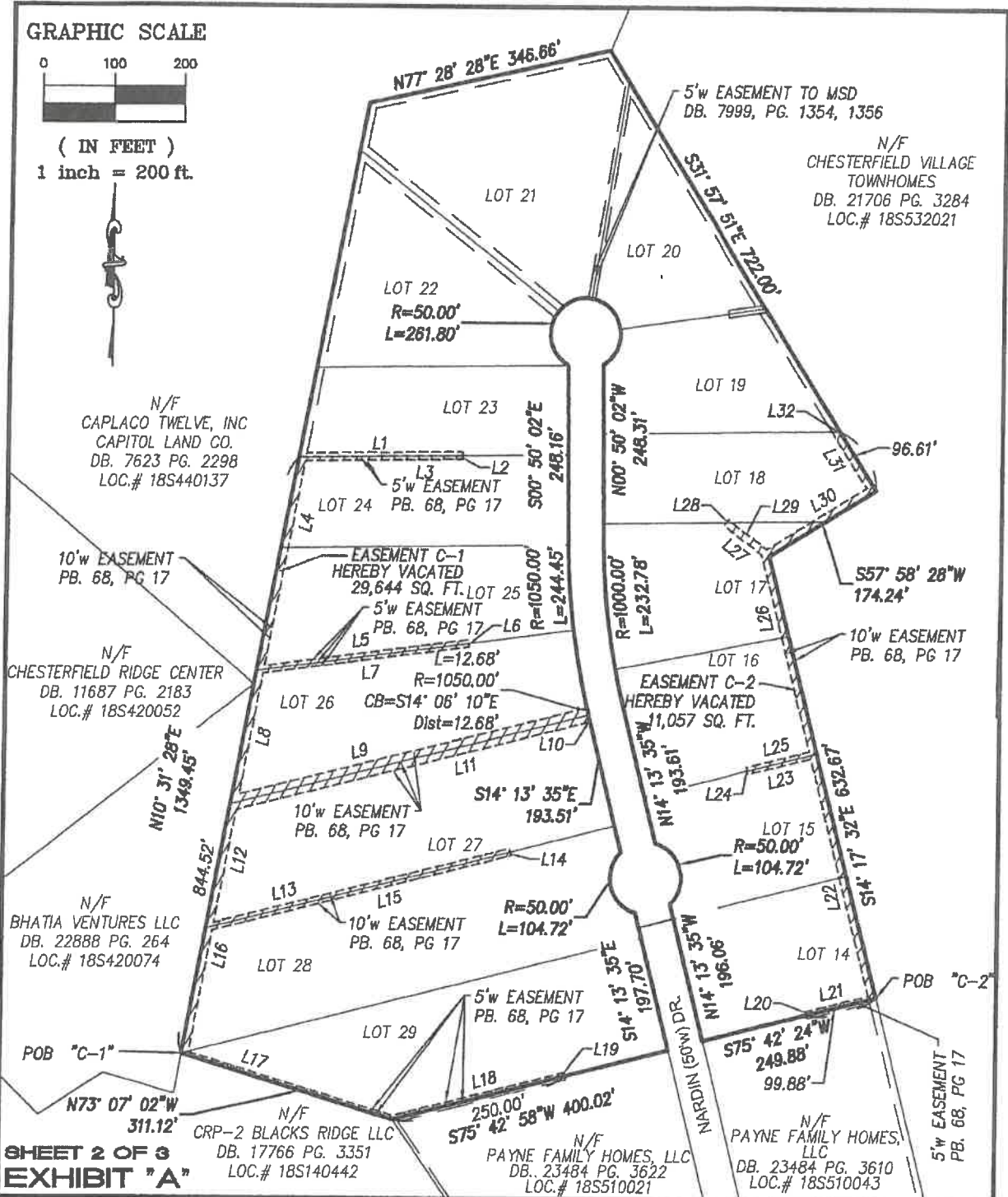
6103\SURVEY\EXHIBIT\VACATION EXHIBIT 64-64.DWG

GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.



SHEET 2 OF 3
EXHIBIT "A"

EASEMENT VACATION EXHIBIT

A TRACT OF LAND BEING LOTS 14-29 of WEST COUNTY ACRES PLAT TWO AS RECORDED IN PLAT BOOK 68, PAGE 17 LOCATED IN U.S. SURVEY 415, T 45 N, R 4 E OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

10/22/19

6103\SURVEY\EXHIBIT\VACATION EXHIBIT 68-17.DWG

Parcel Line Table		
Line #	Length	Direction
L1	230.00	N89° 04' 57"E
L2	5.00	S00° 55' 03"E
L3	220.81	S89° 04' 57"W
L4	291.26	S10° 31' 28"W
L5	287.84	N82° 25' 18"E
L6	10.00	S07° 34' 42"E
L7	291.11	S82° 25' 18"W
L8	170.54	S10° 31' 28"W
L9	502.80	N75° 52' 24"E
L10	7.32	S14° 13' 35"E
L11	511.99	S75° 52' 24"W
L12	159.62	S10° 31' 28"W
L13	426.67	N75° 43' 28"E
L14	10.00	S14° 16' 32"E
L15	431.29	S75° 43' 28"W
L16	172.56	S10° 31' 28"W
L17	300.22	S73° 07' 02"E
L18	248.61	N75° 42' 58"E
L19	5.00	S14° 17' 02"E
L20	5.00	N14° 17' 02"W

Parcel Line Table		
Line #	Length	Direction
L21	89.87	N75° 42' 24"E
L22	339.64	N14° 17' 32"W
L23	90.00	S75° 43' 58"W
L24	10.00	N14° 16' 02"W
L25	90.00	N75° 43' 58"E
L26	282.58	N14° 17' 32"W
L27	67.55	N52° 44' 39"W
L28	10.00	N37° 15' 21"E
L29	68.53	S52° 44' 39"E
L30	162.69	N57° 58' 28"E
L31	92.64	N31° 57' 51"W
L32	11.67	N89° 04' 57"E

SHEET 3 OF 3
EXHIBIT "A"

EASEMENT VACATION EXHIBIT

A TRACT OF LAND BEING LOTS 14-29 of WEST COUNTY ACRES PLAT TWO AS RECORDED IN PLAT BOOK 68, PAGE 17 LOCATED IN U.S. SURVEY 415, T 45 N, R 4 E OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

10/22/19

6103\SURVEY\EXHIBIT\VACATION EXHIBIT 68-17.DWG

Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services **JW**

Date: December 2, 2019

RE: **West County Acres (Alexander Woods Subdivision) VROW:** A petition for the vacation of right-of-way located within West County Acres Subdivision located north and east of Swingley Ridge Road east of its intersection with Chesterfield Ridge Center Drive.

Stock and Associates Consulting Engineers, Inc., on behalf of Payne Family Homes, is requesting the vacation of right-of-way dedicated to the City of Chesterfield located on the subject property along Nardin Drive. All utility companies were made aware that the vacation will take place.

The vacation request is to straighten the alignment of Nardin Drive and remove a cul-de-sac located mid-way down Nardin Drive. Parcels with frontage along this portion of right-of-way will now be aligned with the roadway of Nardin Drive in conjunction with the Record Plat for Alexander Woods Subdivision, which is also on for review and approval at the December 2, 2019 City Council meeting.

Attached to the legislation, please find a copy of the petition and Exhibit "A" which describe and show the portion of right-of-way to be vacated.

Attachments: Legislation
Petition
Exhibit "A"



Figure 1. Aerial Image

BILL NO. 3272

ORDINANCE NO. _____

AN ORDINANCE VACATING RIGHT-OF-WAY LOCATED ALONG NARDIN DRIVE OF THE WEST COUNTY ACRES SUBDIVISION RECORDED IN BOOK 68, PAGE 17 OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN U.S. SURVEY 415, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.

WHEREAS, a petition has been filed by Stock and Associates Consulting Engineers, Inc., on behalf of Payne Family Homes, requesting the City to vacate right-of-way on said tract of land; and,

WHEREAS, Payne Family Homes owns the property adjacent to said right-of-way to be vacated; and,

WHEREAS, the Department of Planning and Development Services has reviewed the petition and has determined that said petition meets all applicable regulations and determined that the vacation will have no adverse effect on 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 Council of the City of Chesterfield hereby approves the right-of-way vacation located within West County Acres Subdivision in Chesterfield as depicted in "Exhibit A" and described in the Petition which are attached hereto and made part of hereof; and

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the vacation of the right-of-way by affixing their signatures and the Official Seal of the City of Chesterfield to a Certificate of Approval as required on said documents. The petitioner is required and directed to record the right-of-way vacation with the Saint Louis County Recorder of Deeds Office; and

Section 3. The Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 12/02/2019



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

TO THE CITY COUNCIL OF THE CITY OF CHESTERFIELD
STATE OF MISSOURI
PETITION OF VACATION OF RIGHT-OF-WAY
UNDER SECTION 02-11.L OF THE UNIFIED DEVELOPMENT CODE

Petitioner, Payne Family Homes LLC, states to the City Council of the City of Chesterfield, State of Missouri that:

- 1. They are the owners of fee simple of the following described parcel of real estate situated in the City of Chesterfield, County of St. Louis, State of Missouri, containing approximately 20.3 Acres of ground as shown on an attached plat, marked as Exhibit "A" and incorporated herein by reference and more particularly described as:

Payne Family Homes LLC parcels:
838 Nardin Dr. Loc # 18S510108
839 Nardin Dr. Loc# 18S510098

- 2. Petitioner desires to have a portion of a right-of-way situated in the City of Chesterfield, Missouri, vacated. The portion of the right-of-way, to be vacated, is shown on an attached plat, marked as Exhibit "A," incorporated herein by reference. The right-of-way to be vacated is shown hatched on Exhibit "A."
- 3. The right-of-way shown on the attached plat, marked on Exhibit "A" and also described as follows:

Right-of-way Vacation Description

Area A:

A tract of land being part of Nardin Drive, variable width, as dedicated by West County Acres Plat Two as recorded in Plat Book 68 Page 17 of the St. Louis County records, located in U.S. Survey 415, Township 45 North, Range 4 East City of Chesterfield, St. Louis County, Missouri being more particularly describes as follows:

Commencing at the northeast corner of Lot 29 of above said subdivision, said point being on the northwest right of way line of above said Nardin Drive, thence North 14 degrees 13 minutes 35 seconds West, along said right of way line, 36.78 feet, to the beginning of a curve to the right having a radius of 50.00 feet, said point being the Point of Beginning of herein described tract: thence along said curve an arc distance of 104.72 feet, and a chord which bears North 14 degrees 13 minutes 35 seconds West, 86.60 feet; thence along said chord South 14 degrees 13 minutes 35 seconds East, 86.60 feet, to the POINT OF BEGINNING. Containing 1,535 square feet, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. on October 14, 2019.

Area B:

A tract of land being part of Nardin Drive, variable width, as dedicated by West County Acres Plat Two as recorded in Plat Book 68 Page 17 of the St. Louis County records, located in U.S. Survey 415, Township 45 North, Range 4 East City of Chesterfield, St. Louis County, Missouri being more particularly describes as follows:

Commencing at the southwest corner of Lot 16 of above said subdivision, said point being on the southeast right of way line of above said Nardin Drive, thence South 14 degrees 13 minutes 35 seconds East, along said right of way line, 67.09 feet, to the beginning of a curve to the right having a radius of 50.00 feet, said point being the Point of Beginning of herein described tract: thence along said curve an arc distance of 104.72 feet, and a chord which bears South 14 degrees 13 minutes 35 seconds East, 86.60 feet; thence along said chord North 14 degrees 13 minutes 35 seconds West, 86.60 feet, to the POINT OF BEGINNING. Containing 1,535 square feet, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. on October 14, 2019.

4. Petitioners are the owners in fee simple of all of the property which is bordering on the portion of the right-of-way which the petitioner desires to vacate, and that, if the City Council of the City of Chesterfield vacates the portion of that right-of-way, then the vacated portion shall vest in the petitioner.
5. The portion of right-of-way which Petitioners desire to vacate is adjoined or abutted by the property which is owned by the petitioners in fee simple, and none of the adjoining property to the portion of the right-of-way which will be vacated is owned by anyone other than the Petitioners.
6. The portion of the right-of-way that is to be vacated is not being used by anyone due to the fact that there are other right-of-ways available and are being used. Further, the portion of the right-of way which shall remain will adequately serve such property.
7. The vacation herein petitioned for is in the interest of the public necessity, convenience and general welfare, and will not interfere with the best interest of the public use.

WHEREOF, Petitioner prays that the City Council of the City of Chesterfield, Missouri, vacate the portion of the right-of-way, and easements as set forth in detail in this petition and Petitioners further pray that the portion of the right-of-way to be vacated as herein described shall revert to the Petitioners who are the owner in fee simple of the adjoining and abutting property and ordain such further orders as may be property to accomplish vacation prayed.



By MATTHEW SEGAL

Payne Family Homes LLC

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

On this 29th day of October, 20 19, before me personally appeared Matthew Segal, who, being duly sworn, did say that he is the Director of Alexander, a corporation of the State of Missouri, and that said instrument was signed in behalf of said partnership, by authority of its Board of Directors and said Director acknowledged said instrument to be the free act and deed of said corporation.

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

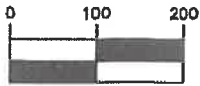
Nancy Copling
Notary Public

My Term Expires:

10/4/23

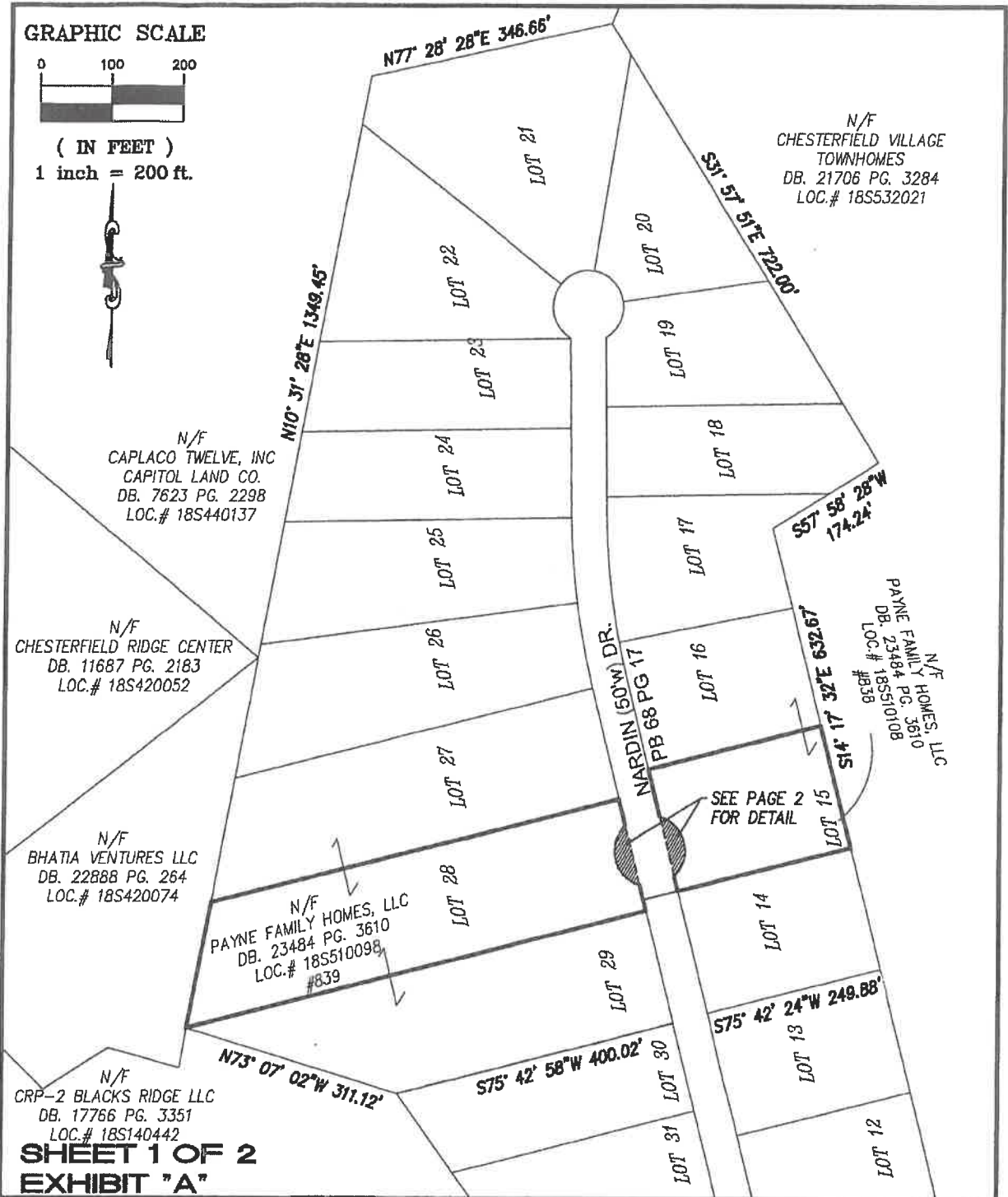


GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.



SHEET 1 OF 2
EXHIBIT "A"

ROADWAY VACATION EXHIBIT

A TRACT OF LAND BEING PART OF NARDIN DRIVE AS DEDICATED BY WEST COUNTY ACRES PLAT TWO AS RECORDED IN PLAT 68, PAGE 17 LOCATED IN U.S. SURVEY 415, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

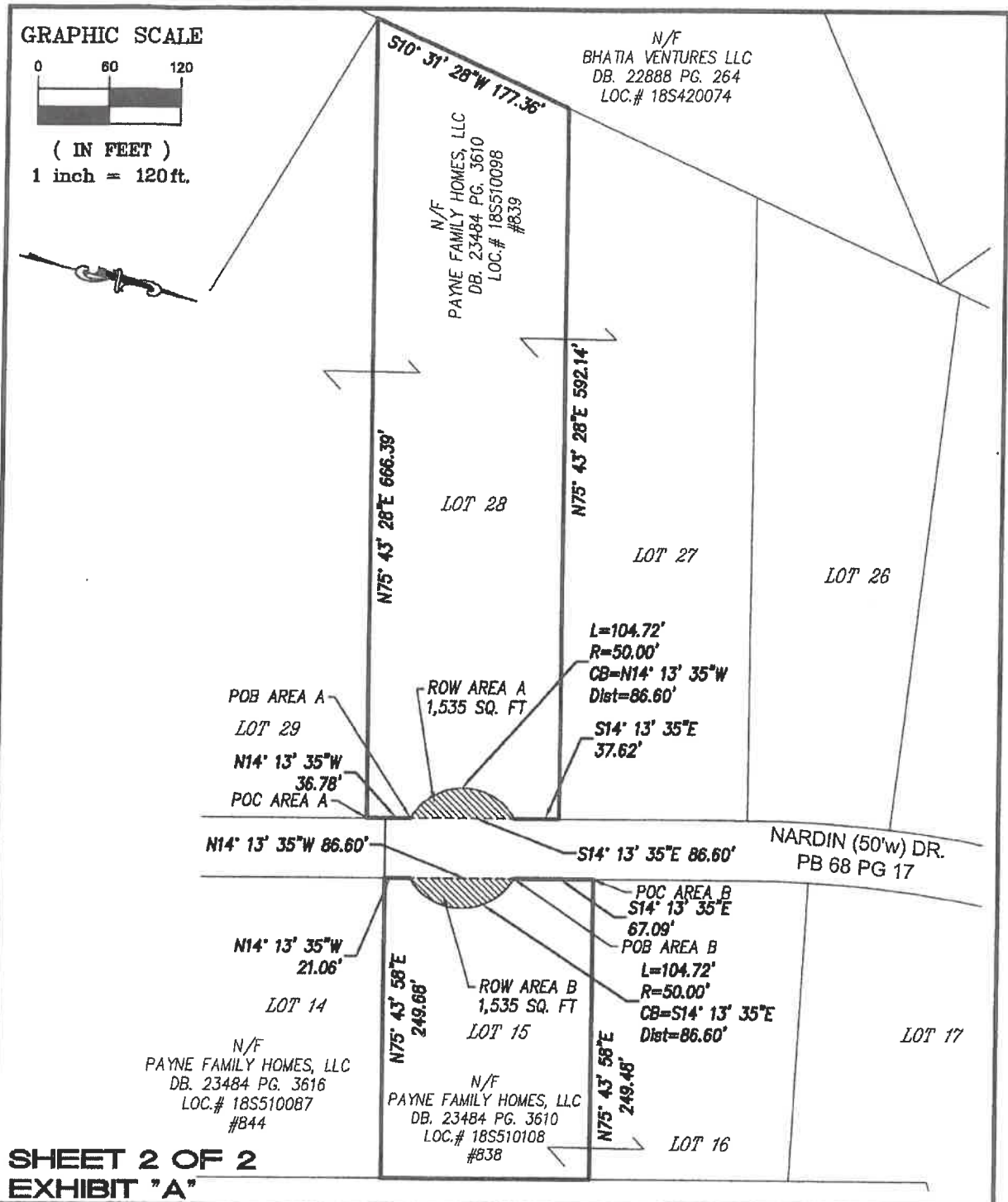
DATE 10/11/19

6103\VACATION_EXHIBIT.DWG

GRAPHIC SCALE



(IN FEET)
1 inch = 120ft.



SHEET 2 OF 2
EXHIBIT "A"

ROADWAY VACATION EXHIBIT

A TRACT OF LAND BEING PART OF NARDIN DRIVE AS DEDICATED BY WEST COUNTY ACRES PLAT TWO AS RECORDED IN PLAT 68, PAGE 17 LOCATED IN U.S. SURVEY 415, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

DATE 10/11/19

6103\VACATION_EXHIBIT.DWG

Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services

Date: November 20, 2019

CC Date: **December 2, 2019**

Re: **Alexander Woods Record Plat:** A Record Plat for a 20.26 acre tract of land zoned “R-4” Residence District and “R-2” Residence District located north and east of Swingley Ridge Road and east of its intersection with Chesterfield Ridge Center Drive.

Payne Family Homes has submitted a request for a Record Plat for a 20.26 acre tract of land which proposes thirty-seven (37) new lots, several areas of common ground, and two interior streets. The purpose of this plat is to establish the thirty-seven (37) lots for development and to provide for necessary infrastructure.

On November 13, 2019, the Planning Commission recommended approval of the Record Plat for the Alexander Woods Subdivision by a vote of 7-0.

Attached to the legislation, please find a copy of the Record Plat and Escrow Agreements.



Figure 1: Subject Site Aerial Image

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ALEXANDER WOODS SUBDIVISION, A 20.26 ACRE TRACT OF LAND ZONED “R-4” RESIDENCE DISTRICT AND “R-2” RESIDENCE DISTRICT LOCATED NORTH AND EAST OF SWINGLEY RIDGE ROAD AND EAST OF ITS INTERSECTION WITH CHESTERFIELD RIDGE CENTER DRIVE.

WHEREAS, Payne Family Homes has submitted for review and approval a Record Plat for the Alexander Woods subdivision; and,

WHEREAS, the purpose of said Record Plat is to subdivide a tract of land into thirty-seven (37) residential lots; and,

WHEREAS, the Planning Commission having reviewed the same and has recommended approval thereof; and,

WHEREAS, the Department of Planning and Development Services has reviewed the Record Plat in accordance with the Unified Development Code of the City of Chesterfield and has found it to be in compliance with all applicable ordinances and has forwarded said Record Plat to the City Council; and,

WHEREAS, the City Council of the City of Chesterfield having considered the request, voted to approve said Record Plat.

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

Section 1. The Record Plat for the Alexander Woods subdivision, which is made part hereof and attached hereto as “Exhibit 1”, and Escrow Agreements, are hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the said Record Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

Section 3. The Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

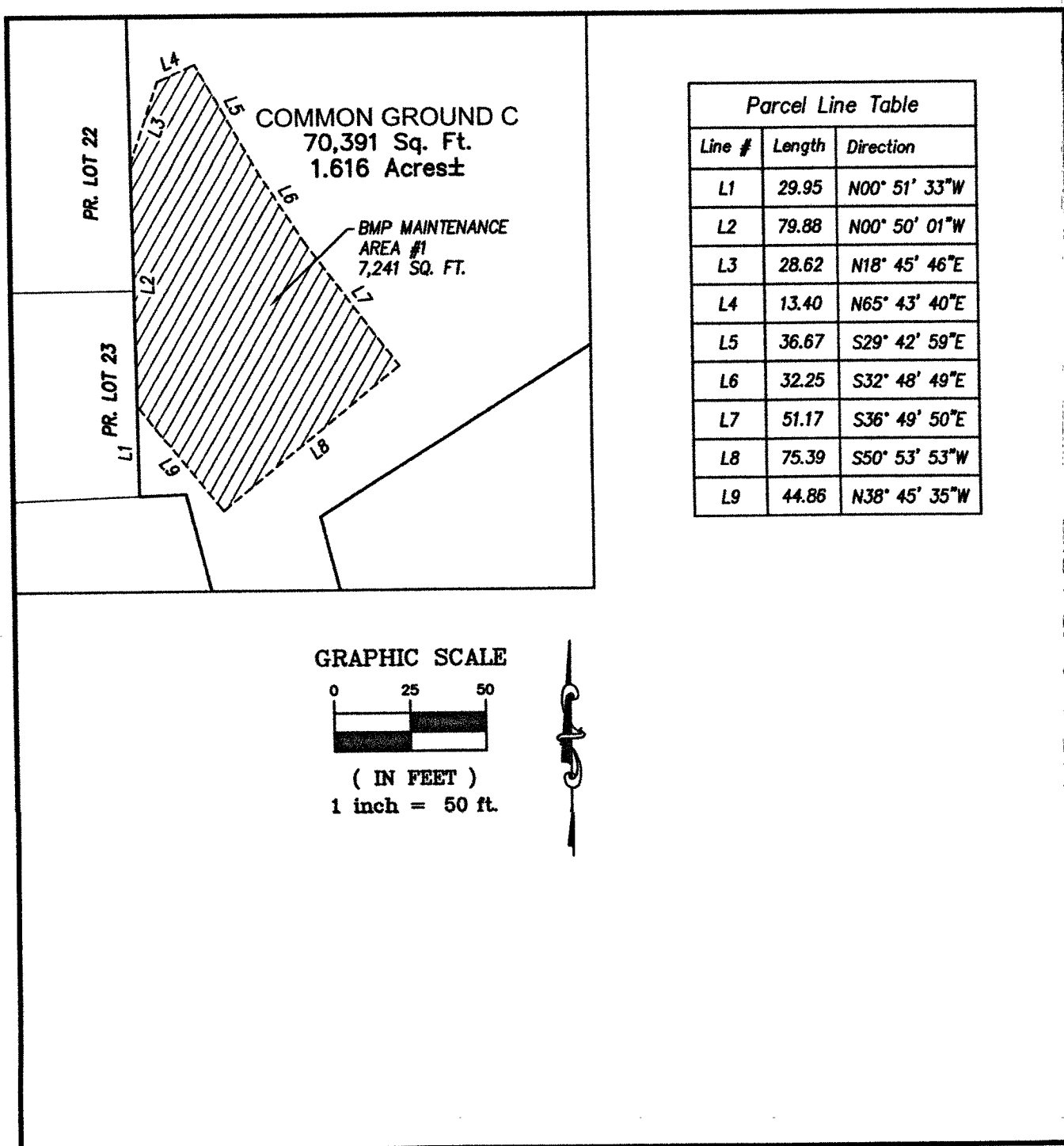
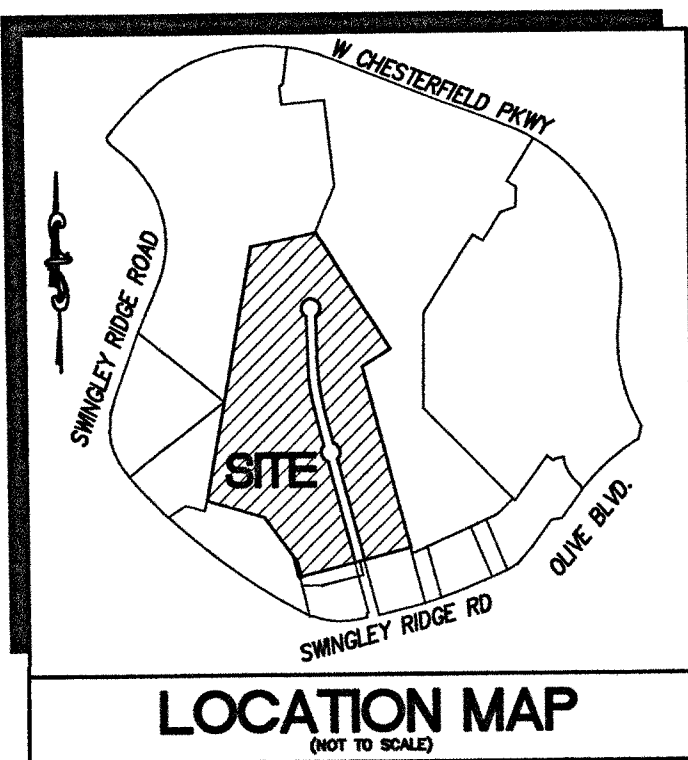
ATTEST:

Vickie McGownd, CITY CLERK

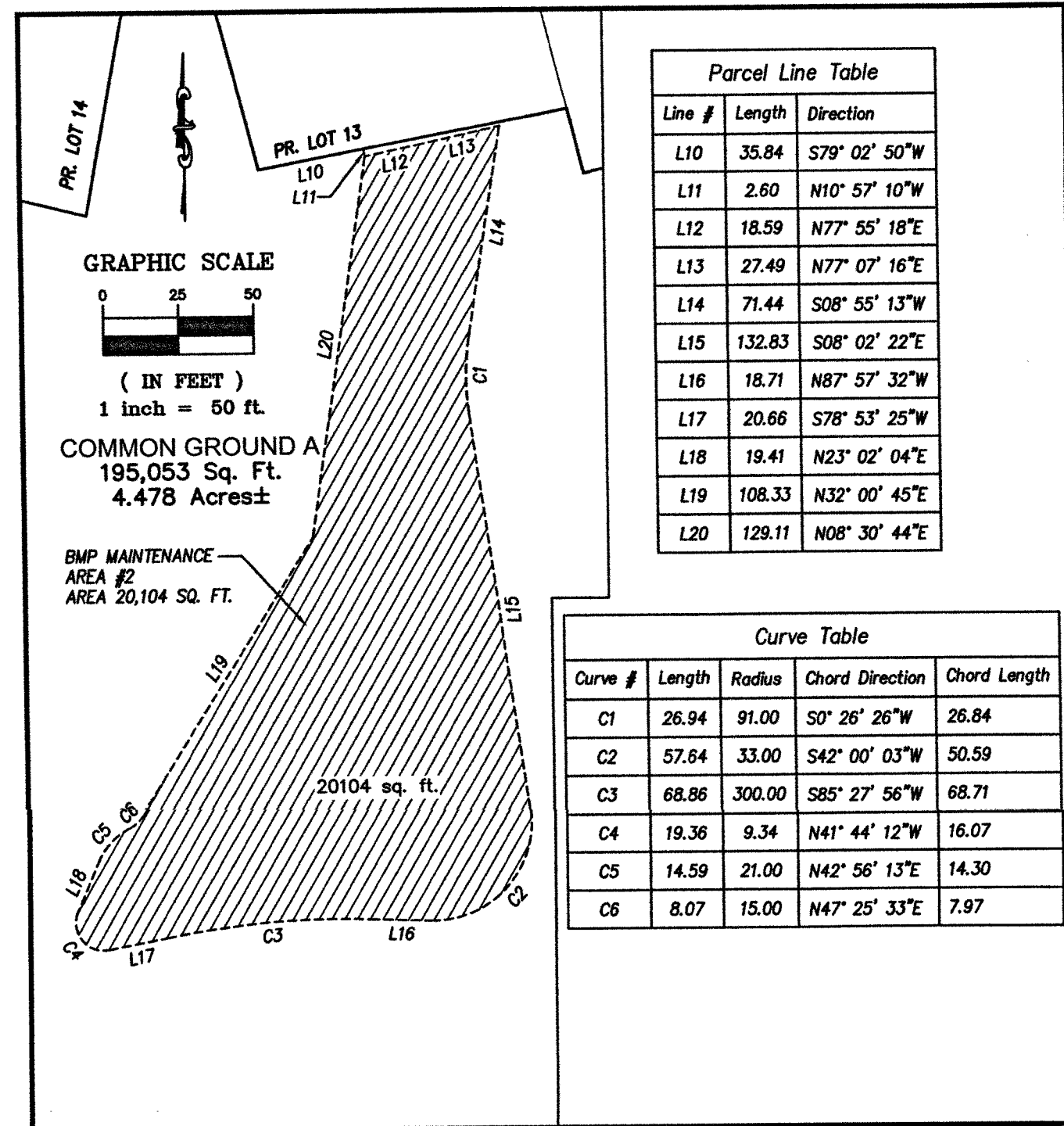
FIRST READING HELD: 12/02/2019

Standard Aluminum Disk stamped SL-31, 1990. Disk along the west side of Elbridge-Payne Drive, across from north drive extended for Innovations Inc. Approximately south of the intersection of Hwy I-64 South Outer Road Elbridge-Payne Drive.

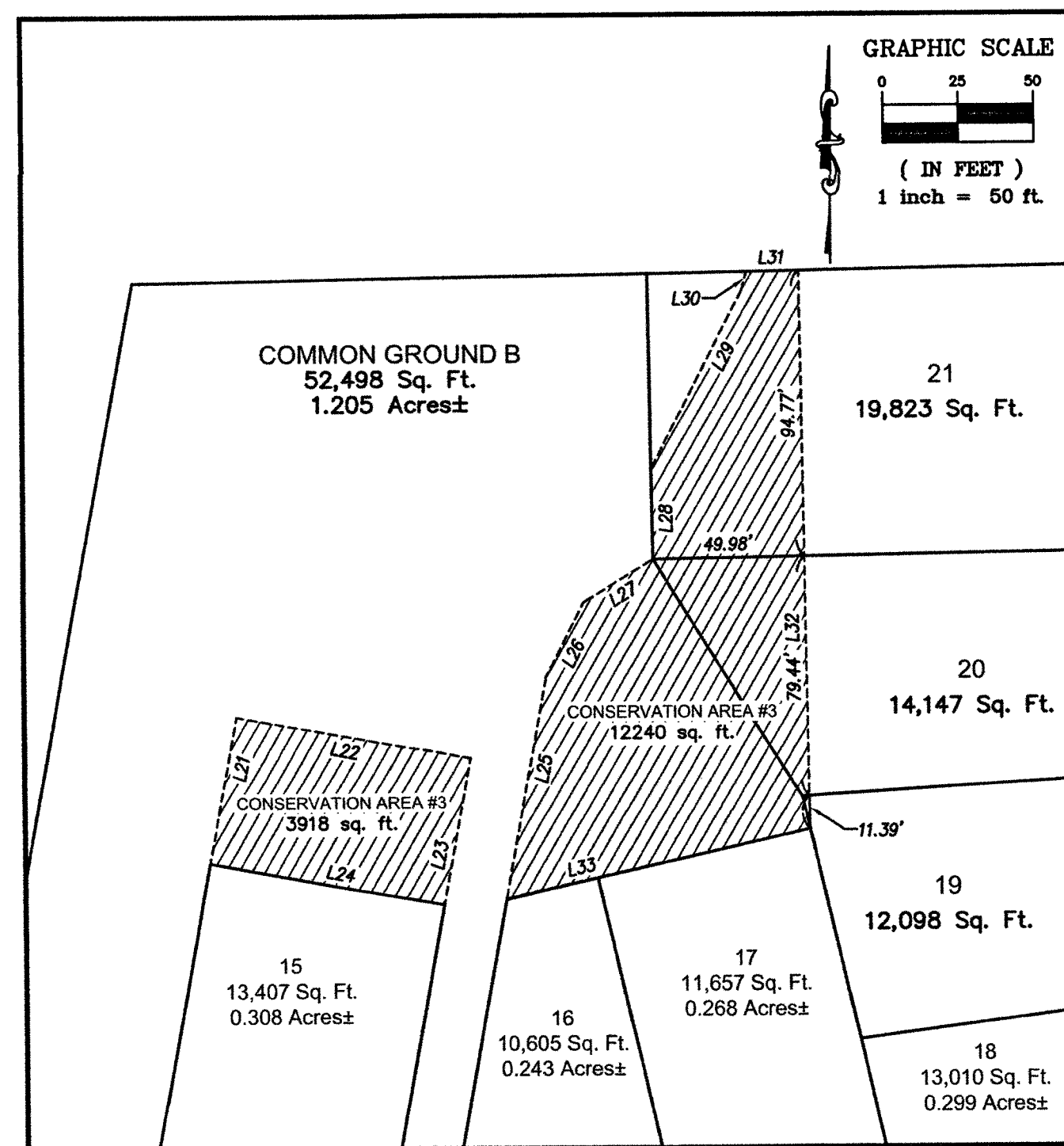
ALEXANDER WOODS SUBDIVISION
A TRACT OF LAND BEING LOTS 12, 13, 30, 31 and Part of 32 of WEST COUNTY ACRES PLAT ONE
AS RECORDED IN PLAT BOOK 64, PAGE 64 AND LOTS 14 THRU 18 AND 24 THRU 29 OF
WEST COUNTY ACRES PLAT TWO AS RECORDED IN PLAT 68, PAGE 17
LOCATED IN U.S. SURVEY 415, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



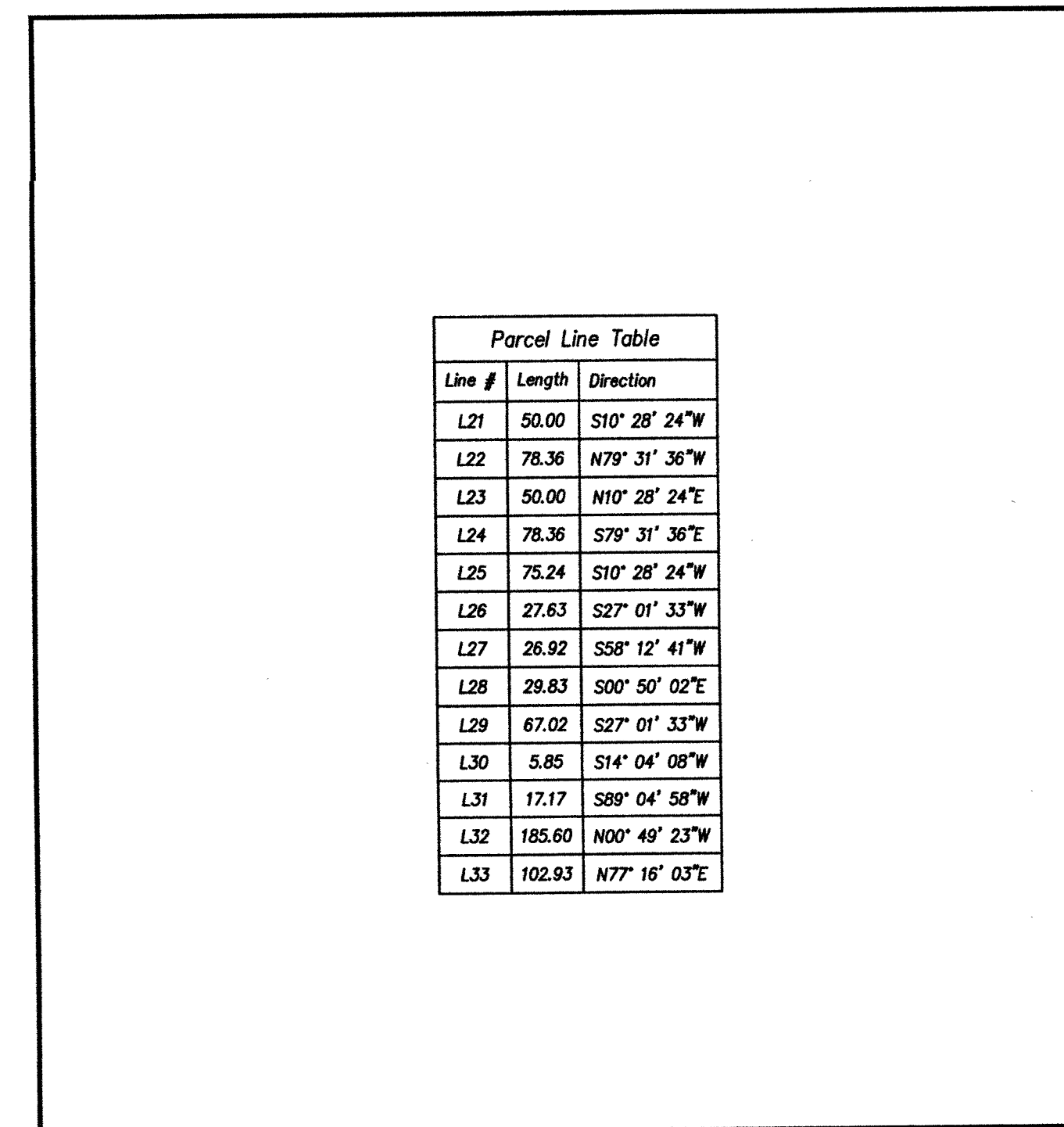
BMP MAINTENANCE AREA #1 DETAIL



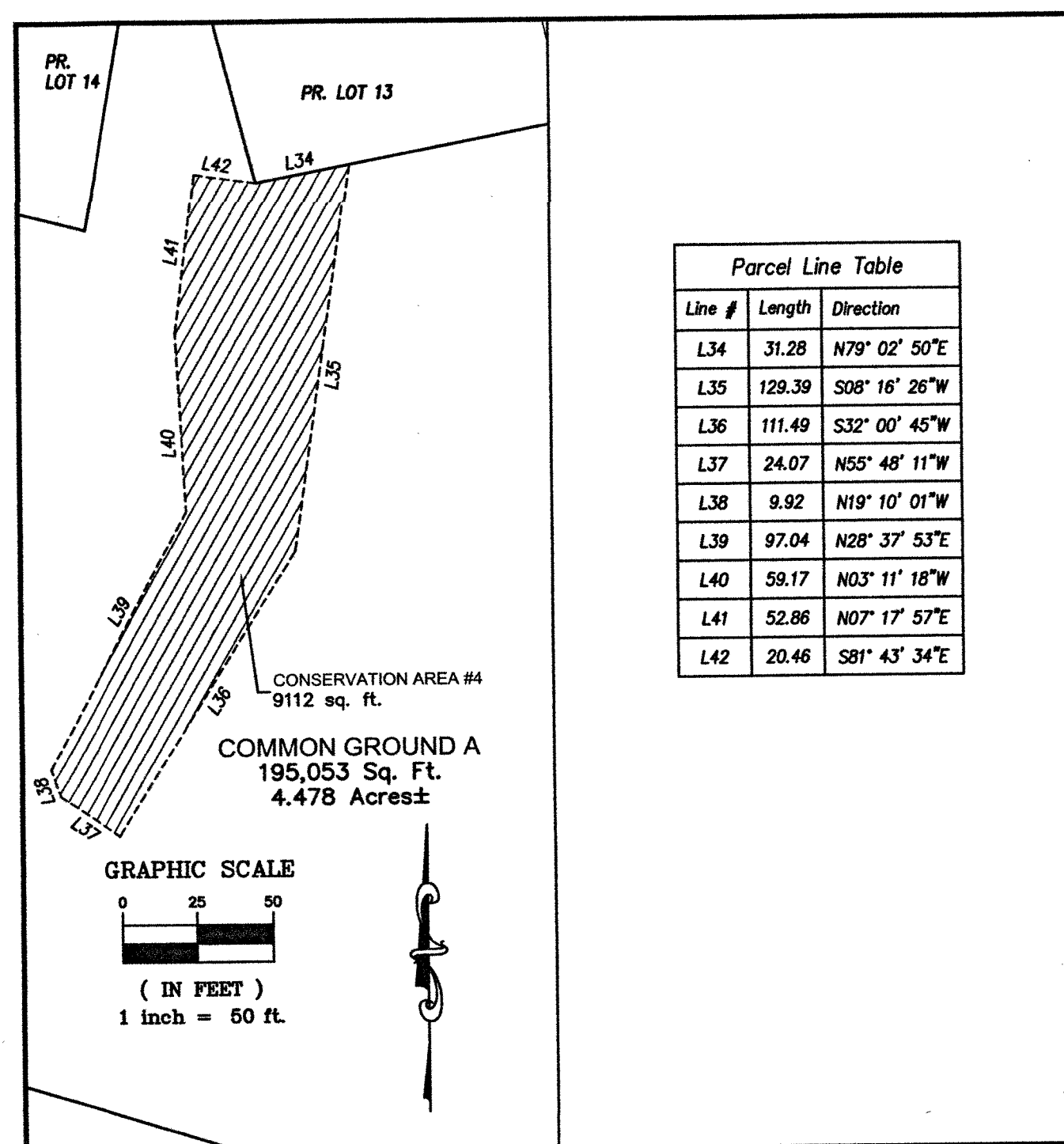
BMP MAINTENANCE AREA #2 DETAIL



CONSERVATION AREA #3 DETAIL



CONSERVATION AREA #4 DETAIL



STIFEL

STIFEL BANK

STAND FORM OF LETTER OF CREDIT



STIFEL BANK
8000 MARYLAND, SUITE 100
CLAYTON, MO 63105

November 20, 2019

IRREVOCABLE LETTER OF CREDIT NO. 1685

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Dear Sir:

We hereby establish in favor of the CITY OF CHESTERFIELD, upon the application of and for the account of Payne Family Homes, LLC, 10407 Baur Blvd., Suite B, Saint Louis, MO 63132 (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$1,234,138.16 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This letter of credit is issued with respect to: (check all that apply)

- | | |
|--|--|
| ☐ Grading Surety | ☐ Subdivision Maintenance Deposit |
| ☐ Landscape Surety | ☐ Tree Preservation Surety |
| ☐ Pavement Restoration Surety | ☐ Other _____ |
| ☒ Subdivision Construction Deposit | |

as detailed on the accompanying agreements for Alexander Woods Subdivision
approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us.

07/18/2012

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 8000 Maryland Ave., Suite. 100, Clayton, MO 63105 Attention: Loan Administration (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business day (as defined below). As used in this Letter of Credit, "Business day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us upon delivery of any of the certificate(s) specified above and if presented at our aforesaid office on or before the Expiration date (as defined below).

If demand for payment is made hereunder in strict conformity with the terms and conditions of this Letter of Credit before 11:00 a.m. (St. Louis, Missouri time) on any Business day, payment of the amount demanded shall be made in immediately available funds not later than 1:00 p.m. (St. Louis, Missouri time) on the next succeeding Business day.

Payment under this Letter of Credit to you shall be made by wire transfer or as agreed by the Chesterfield Department of Finance of immediately available funds per your instructions.

Only you or a transferee may make drawings under this Letter of Credit. Upon payment as provided above of the amount specified in a sight draft drawn hereunder, the Maximum Available Credit of the Letter of Credit shall be reduced by the amount of the payment.

If demand for payment does not conform to the terms and conditions of this Letter of Credit, we will promptly notify you thereof and of the reasons thereof, such notice to be promptly confirmed in writing to you, and we shall hold all documents at your disposal or return the same to you, if directed by you.

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on **November 20, 2021**, except that unless such date may be extended as hereinafter provided, this letter of credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Reliance Bank (ABA #081018888) for beneficiary City of Chesterfield, Account # 50044296, or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A, or B, as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above or such**

other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for two years (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than **November 20, 2024**.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 8000 Maryland Ave., Suite. 100, Clayton, MO 63105, Attention: Loan Administration, specifically referring thereon to Irrevocable Letter of Credit No. 304501685.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Approval, but excluding the UCPDC), and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. Exhibits A, B, C, D, E, F and G attached hereto are incorporated herein by reference as an integral part of this Letter of Credit.

Very truly yours,

Stifel Bank

By: 

Andrew S. Weissler, Senior Vice President



SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

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

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Alexander Woods
_____ in accordance with
Ordinance No. ³⁰¹⁵_____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
One Million Two Hundred Thirty Four Thousand One Hundred Thirty Eight and 16/100
_____ DOLLARS
(\$^{1,234,138.16}_____), lawful money of the United States of America; and

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

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of One Million Two Hundred Thirty Four Thousand One Hundred Thirty Eight & 16/100, DOLLARS (\$ 1,234,138.16) lawful money of the United States of America by: (check one)

☐ Depositing cash with the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 11th day of November, 2019 A.D.

ATTEST: (SEAL) **DEVELOPER:** Payne Family Homes, LLC

[Signature]
Type Name: Kevin L. Roy
Title: CFO

BY: [Signature]
Type Name: Kenneth R. Kruse
Title: President

Firm Address:
10407 Baur Blvd., Ste. B
St. Louis, MO 63132

ATTEST: (SEAL) **CREDIT HOLDER:** Stifel Bank

Andrew S. Weissler
Name: Andrew S. Weissler
Title: SVP

BY: [Signature]
Name: Andrew S. Weissler
Title: Senior Vice President

Firm Address:
8000 Maryland, Ste. 100
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning and Development Services

ATTEST: (SEAL) APPROVED:

City Clerk Mayor

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

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 21st day of November, 2019, before me appeared
Andrew S. Weissler, to me personally known, who, being by me duly
sworn, did say that he/she is the SVP (title) of
Stifel Bank (name of bank), a
Corporation (corporation, etc.) organized and existing under the laws of the
United States of America, and that the seal affixed to the foregoing instrument is the Corporate
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and said SVP (title)
acknowledged said instrument to be the free act and deed of said bank.

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

Monica E. Matava
Notary Public

My Commission Expires:
Nov. 24, 2019



MONICA E. MATAVA
My Commission Expires
November 24, 2019
St. Louis County
Commission #11384315

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 11th day of November, 2019, before me appeared Kenneth R. Kruse (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of Payne Family Homes, LLC, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its President, (President or title of chief officer), Kenneth R. Kruse (name) as President (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 11 day of November, 2019.

Sam Simmons
Notary Public

My Commission Expires: Aug 14, 2023



SAM SIMMONS
My Commission Expires
August 14, 2023
St. Louis City
Commission #19110786

CONSTRUCTION DEPOSIT

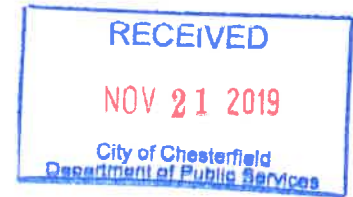
SUBDIVISION: ALEXANDER WOODS
 PLAT:
 SUBDIVISION CODE: 83
 NO. LOTS: 37
 DATE OF PLAT APPROVAL: TBD

DEVELOPER: PAYNE FAMILY HOMES, LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$364,121.05	\$0.00 \$0.00	0	\$364,121.05	100
SIDEWALKS			\$18,704.02	\$0.00 \$0.00	0	\$18,704.02	100
STREET SIGNS			\$3,993.00	\$0.00 \$0.00	0	\$3,993.00	100
SANITARY SEWER AND PUMP STATIONS			\$133,835.03	\$0.00 \$0.00	0	\$133,835.03	100
STORM SEWER			\$284,469.67	\$0.00 \$0.00	0	\$284,469.67	100
GRADING			\$256,310.45	\$0.00 \$0.00	0	\$256,310.45	100
DETENTION AND WATER QUALITY			\$44,903.78	\$0.00 \$0.00	0	\$44,903.78	100
EROSION CONTROL			\$8,252.20	\$0.00 \$0.00	0	\$8,252.20	100
SILTATION CONTROL			\$4,579.30	\$0.00 \$0.00	0	\$4,579.30	100
COMMON GROUND SEED AND ISLAND SODDING			\$4,356.00	\$0.00 \$0.00	0	\$4,356.00	100
MONUMENTATION			\$5,423.00	\$0.00 \$0.00	0	\$5,423.00	100
RETAINING WALLS			\$9,108.00	\$0.00 \$0.00	0	\$9,108.00	100
STREET LIGHTS			\$11,880.00	\$0.00 \$0.00	0	\$11,880.00	100
WATER MAINS			\$82,684.67	\$0.00 \$0.00	0	\$82,684.67	100
FENCE			\$1,518.00	\$0.00 \$0.00	0	\$1,518.00	100
TOTALS			\$1,234,138.16	\$0.00	0	\$1,234,138.16	100

STIFEL

STIFEL BANK



STAND FORM OF LETTER OF CREDIT

STIFEL BANK
8000 MARYLAND, SUITE 100
CLAYTON, MO 63105

November 20, 2019

IRREVOCABLE LETTER OF CREDIT NO. 1686

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Dear Sir:

We hereby establish in favor of the CITY OF CHESTERFIELD, upon the application of and for the account of Payne Family Homes, LLC, 10407 Baur Blvd., Suite B, Saint Louis, MO 63132 (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$123,413.82 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This letter of credit is issued with respect to: (check all that apply)

- | | |
|---|---|
| ☐ Grading Surety | ☒ Subdivision Maintenance Deposit |
| ☐ Landscape Surety | ☐ Tree Preservation Surety |
| ☐ Pavement Restoration Surety | ☐ Other _____ |
| ☐ Subdivision Construction Deposit | |

as detailed on the accompanying agreements for Alexander Woods Subdivision approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us.

07/18/2012

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 8000 Maryland Ave., Suite. 100, Clayton, MO 63105 Attention: Loan Administration (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business day (as defined below). As used in this Letter of Credit, "Business day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us upon delivery of any of the certificate(s) specified above and if presented at our aforesaid office on or before the Expiration date (as defined below).

If demand for payment is made hereunder in strict conformity with the terms and conditions of this Letter of Credit before 11:00 a.m. (St. Louis, Missouri time) on any Business day, payment of the amount demanded shall be made in immediately available funds not later than 1:00 p.m. (St. Louis, Missouri time) on the next succeeding Business day.

Payment under this Letter of Credit to you shall be made by wire transfer or as agreed by the Chesterfield Department of Finance of immediately available funds per your instructions.

Only you or a transferee may make drawings under this Letter of Credit. Upon payment as provided above of the amount specified in a sight draft drawn hereunder, the Maximum Available Credit of the Letter of Credit shall be reduced by the amount of the payment.

If demand for payment does not conform to the terms and conditions of this Letter of Credit, we will promptly notify you thereof and of the reasons thereof, such notice to be promptly confirmed in writing to you, and we shall hold all documents at your disposal or return the same to you, if directed by you.

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on **November 20, 2021**, except that unless such date may be extended as hereinafter provided, this letter of credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Reliance Bank (ABA #081018888) for beneficiary City of Chesterfield, Account # 50044296, or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A, or B, as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above or such**

other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for two years (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than **November 20, 2025**.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 8000 Maryland Ave., Suite. 100, Clayton, MO 63105, Attention: Loan Administration, specifically referring thereon to Irrevocable Letter of Credit No. 304501686.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

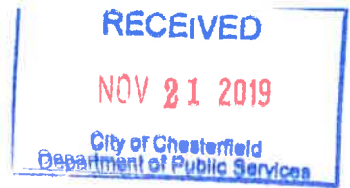
This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Approval, but excluding the UCPDC), and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. Exhibits A, B, C, D, E, F and G attached hereto are incorporated herein by reference as an integral part of this Letter of Credit.

Very truly yours,

Stifel Bank

By: 

Andrew S. Weissler, Senior Vice President



SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

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

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Alexander Woods
_____ in accordance with
Ordinance No. ³⁰¹⁵_____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of One Hundred Twenty Three Thousand Four Hundred Thirteen and 82/100 _____ DOLLARS
(^{123,413.82}\$_____), lawful money of the United States of America; and

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of One Hundred Twenty Three Thousand Four Hundred Thirteen and 82/100

DOLLARS (\$ 123,413.82), lawful money of the United States of America by:

(check one)

☐ Depositing cash with the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 11th day of November, 2019.

ATTEST: (SEAL)

DEVELOPER: Payne Family Homes, LLC


Type Name: Kevin L. Roy
Title: CFO

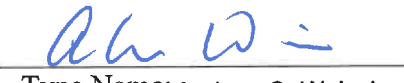
BY: 
Type Name: Kenneth R. Kruse
Title: President

Firm Address:
10407 Baur Blvd., Ste. B
St. Louis, MO 63132

ATTEST: (SEAL)
Andrew S. Weissler

ESCROW HOLDER: Stifel Bank


Type Name:
Title: SVP

BY: 
Type Name: Andrew S. Weissler
Title: Senior Vice President

Firm Address:
8000 Maryland, Ste. 100
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

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

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 21st day of November, 2019, before me appeared Andrew S. Weisler, to me personally known, who, being by me duly sworn, did say that he/she is the SVP (title) of Stifel Bank (name of bank), a Corporation (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said SVP (title) acknowledged said instrument to be the free act and deed of said bank.

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

Monica E. Matava
Notary Public

My Commission Expires:

NOV. 24, 2019



MONICA E. MATAVA
My Commission Expires
November 24, 2019
St. Louis County
Commission #11384315

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 11th day of November, 2019, before me appeared Kenneth R. Kruse (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of Payne Family Homes, LLC, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its President, (President or title of chief officer), Kenneth R. Kruse (name) as President (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 11 day of November, 2019.

Sam Simmons
Notary Public

My Commission Expires: Aug 14, 2023



SAM SIMMONS
My Commission Expires
August 14, 2023
St. Louis City
Commission #19110786

EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

MAINTENANCE DEPOSIT

SUBDIVISION: ALEXANDER WOODS

PLAT:

SUB CODE: 83

DEVELOPER: PAYNE FAMILY HOMES, LLC

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

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$36,412.11			\$36,412.11
SIDEWALKS	\$1,870.40			\$1,870.40
STREET SIGNS	\$399.30			\$399.30
SAN. SEWER	\$13,383.50			\$13,383.50
STORM SEWER	\$28,446.97			\$28,446.97
GRADING	\$25,631.05			\$25,631.05
DETENTION AND WQ	\$4,490.38			\$4,490.38
EROSION CONTROL	\$825.22			\$825.22
SILTATION CONTROL	\$457.93			\$457.93
COMMON GR. SEED	\$435.60			\$435.60
MONUMENTATION	\$542.30			\$542.30
RETAINING WALL	\$910.80			\$910.80
STREET LIGHTS	\$1,188.00			\$1,188.00
WATER MAINS	\$8,268.47			\$8,268.47
FENCE	\$151.80			\$151.80
TOTALS	\$123,413.82		\$0.00	\$123,413.82