

BILL NO. 1516

ORDINANCE NO. 1386

AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$4,400,000 ORIGINAL PRINCIPAL AMOUNT TAX INCREMENT FINANCING NOTES (CHESTERFIELD VALLEY REDEVELOPMENT PROJECT) OF THE CITY OF CHESTERFIELD, MISSOURI, FOR THE PURPOSE OF PAYING A PORTION OF THE REDEVELOPMENT PROJECT COSTS IN CONNECTION WITH THE CHESTERFIELD VALLEY REDEVELOPMENT PLAN; PRESCRIBING THE FORM AND DETAILS OF SAID NOTES AND THE COVENANTS AND AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Chesterfield, Missouri (the "City"), is a third class city duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, a Tax Increment Financing Commission (the "TIF Commission") was created by the City pursuant to ordinance, said TIF Commission conducted a public hearing on August 17, 1994, and by motion, recommended approval of the Redevelopment Plan for the Chesterfield Valley Tax Increment Financing District, City of Chesterfield, dated August 17, 1994, as amended (the "Redevelopment Plan") and redevelopment project therein (the "Redevelopment Project"); and

WHEREAS, on October 17, 1994, the City adopted Ordinance No. 953 (the "Approving Ordinance") approving the Redevelopment Plan and Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as amended (the "Act"); and

WHEREAS, pursuant to the Approving Ordinance, the City designated that area legally described in Exhibit A of the Redevelopment Plan as a redevelopment project area (the "Redevelopment Project Area"); and

WHEREAS, pursuant to Ordinance No. 954, the City adopted tax increment allocation financing under the Act; and

WHEREAS, Monarch-Chesterfield Levee District (the "Levee District") is a public corporation duly organized and existing under the laws of the State of Missouri, including Sections 245.010 to 245.280 and Sections 246.005 to 246.305 of the Revised Statutes of Missouri, as amended; and

WHEREAS, the Missouri River flood plain includes an area along a five-mile length of I-64/U.S.40 between Bonhomme Creek on the east and south, the Missouri River on the north and west, Eatherton Road and the Missouri River on the west and St. Louis Southwestern Railroad tracks on the south (as described, the "Chesterfield Valley Area") and the Chesterfield Valley Area includes the Redevelopment Project Area; and

WHEREAS, the Levee District has jurisdiction over the construction, maintenance, oversight and improvement of the levee and drainage system which protects the Chesterfield Valley Area; and

WHEREAS, the City has responsibility to provide for the general health, safety and welfare of that portion of Chesterfield Valley Area within the City. Further, the City has been designated by the Federal Emergency Management Agency ("FEMA") as flood plain manager and, to that end, has certain responsibilities to the entire flood plain within the Chesterfield Valley Area. Recognizing that a breach of a portion of the Monarch-Chesterfield Levee (as occurred in 1993) imperils the property and persons of the City, the City desires to protect existing property and persons and enhance the economic viability of the Chesterfield Valley Area and the Redevelopment Project Area for the overall betterment of the City by undertaking certain obligations with the Levee District consistent with its obligations as defined under state and federal law; and

WHEREAS, the City and the Levee District desire to cooperate and to take the reasonable steps necessary to facilitate the prompt design, commencement and completion of certain Chesterfield Valley improvements including the installation of internal pumps and structural improvements for the Monarch-Chesterfield Levee; and

WHEREAS, the City and the Levee District desire to share certain of the costs and other obligations in connection with the Chesterfield Valley Area improvements according to the terms and conditions in an Intergovernmental Cooperation Agreement, dated September 12, 1996, as amended by the First Amendment to Intergovernmental Cooperation Agreement (collectively, the "Agreement"), in accordance with and pursuant to the provisions of Article VI, § 16 of the Missouri Constitution and Sections 70.210 through 70.325 of the Revised Statutes of Missouri, as amended; and

WHEREAS, on October 21, 1996, the City Council adopted Ordinance No. 2046 authorizing the issuance of the City of Chesterfield, Missouri Tax Increment Financing Note (Chesterfield Valley Redevelopment Project), Series 1996 (the "Phase I TIF Note"), pursuant to the Act and the Agreement, in the original aggregate principal amount of \$2,600,000 to finance certain costs associated with said Chesterfield Valley Area improvements, specifically acquisition, construction and installation of Phase I Drainage Improvements, as that term is defined in the Agreement; and

WHEREAS, the City intends to issue its Tax Increment Financing Notes (Chesterfield Valley Redevelopment Project), Series 1998 (collectively, the "TIF Notes"), pursuant to the Act and the Agreement, in an original aggregate principal amount not to exceed \$4,400,000 to finance certain costs associated with the Project (as that term is hereinafter defined); and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants that the TIF Notes be issued and secured in the form and manner as hereinafter provided to provide funds for such purpose;

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. In addition to the foregoing and other words and terms defined elsewhere in this Ordinance, the following capitalized words and terms, as used in this Ordinance, shall have the following meanings:

“Act” means Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as amended.

“Additional TIF Notes” means any additional parity TIF Notes issued pursuant to Section 207 of this Ordinance.

“Agreement” means the Intergovernmental Cooperation Agreement between the City and Levee District, dated September 12, 1996, as amended by the First Amendment to Intergovernmental Cooperation Agreement.

“Approving Ordinance” means Ordinance numbered 953 of the City dated October 17, 1994, pertaining to the approval of the Redevelopment Plan and creation of the Redevelopment Project Area for Chesterfield Valley Tax Increment Financing District.

“Bond Resolution” means a Resolution of the Levee District dated August 19, 1997, pertaining to issuance by the Levee District of \$6,000,000 Principal Amount of Levee District Improvement Bonds, Series 1997.

“Business Day” means a day on which (i) the New York Stock Exchange is not closed and (ii) none of the following are required or authorized to close: banks or savings and loan associations located in the City.

“Certificate of Mitigation” means a certificate of the same name in substantially the form of **Exhibit D**, attached hereto and incorporated herein, executed by an officer of the Levee District delivered, from time to time, to the Finance Director.

“City” means the City of Chesterfield, Missouri, and its successors or assigns.

“City Engineer” means the City Engineer of the City of Chesterfield, Missouri, or any other officer as may be assigned, from time to time, to the duties of that office.

“Deficiency” means the difference between the interest and principal payment scheduled to be paid on a Payment Date and the amount then available in the Special Allocation Fund to satisfy the amount owed by the City.

“Finance Director” means the City’s Director of Finance and Administration or such other officer of the City authorized, from time to time, to act as the chief financial officer and treasurer by the City.

“First Phase II Note” means a TIF Note to the Levee District in a principal amount equal to the sum of properly documented Reimbursable Project Costs for the Phase II Levee Improvements incurred by the Levee District up to the date of the Notice of Commencement of Construction.

“First Wetlands Note” means a TIF Note to the Levee District in a principal amount, not to exceed \$250,000, equal to properly documented Reimbursable Project Costs for the Wetlands Improvements incurred by the Levee District before the delivery of the first Certificate of Mitigation.

“Fund Ordinance” means Ordinance numbered 954 of the City dated October 17, 1994, adopting tax increment financing.

“Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Levee District” means the Monarch-Chesterfield Levee District, a public corporation duly authorized and existing under the laws of the State of Missouri.

“Maturity Date” means December 31, 2017.

“Mitigation Site 1 Account” means an account of the same name created within the Wetlands Fund under Section 401 of this Ordinance.

“Mitigation Site 2 Account” means an account of the same name created within the Wetlands Fund under Section 401 of this Ordinance.

“Net Proceeds” on deposit in the Special Allocation Fund are those payments in lieu of taxes (as that term is defined in section 99.805(10) of Missouri Revised Statutes) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the area of the Project and any applicable penalty and interest over and above the certified total initial equalized assessed value (as that term is used and described in sections 99.845.1 and 99.855 of Missouri Revised Statutes) of each such unit of property in the area of the Project and as paid to the City’s Finance Director by the St. Louis County Collector of Revenue during the term of the Plan and the Project; and, subject to annual appropriation, fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in section 99.805(16) of Missouri Revised Statutes) and which are generated by economic activities within the area of the Project over the amount of such taxes generated by economic activities within the area of the Project in the calendar year 1993 and paid into the Special Allocation Fund, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to section 70.500 Missouri Revised Statutes, or for the purpose of public transportation taxes levied pursuant to section 94.660, Missouri Revised Statutes, licenses, fees or special assessments, other than payments in lieu of taxes and penalties and interest thereon, and less the costs of collection; and fifty percent (50%) of the net new revenues from the utility tax imposed by the City and generated by utility use within the area of the Project over the amount of such revenues generated within the area of the Project in the calendar year 1993; and to the extent available under the Act, up to fifty percent (50%) of the new state revenues (as that term is defined in section 99.845.8 Missouri Revised Statutes), estimated for the businesses within the area of the Project and identified by the City in the application required by section 99.845.10 Missouri Revised Statutes, if any, over and above the amount of such taxes reported by businesses within the area of the Project in the calendar year 1993. Net Proceeds do not include any such amount paid under protest until the protest is withdrawn or resolved against the taxpayer, nor do Net Proceeds include any sum received by the City which is the subject of a suit or other claim communicated to the City, which suit or claim challenges the collection of such sums or their payment to the Levee District or its successors in interest.

“Notes” or “TIF Notes” means the Tax Increment Financing Notes (Chesterfield Valley Redevelopment Project), Series 1998 of the City, in an original aggregate principal amount not to exceed \$4,400,000 authorized and issued pursuant to this Ordinance, including the Phase II Notes and the Wetlands Mitigation Notes.

“Original Purchaser” means the Levee District.

“Owner”, when used with respect to the TIF Notes, means the holder of such TIF Notes.

“Phase I Note” means the City’s Tax Increment Financing Note (Chesterfield Valley Redevelopment Project) Series 1996, issued in an aggregate principal amount of \$2,600,000.

“Phase II Notes” means those notes authorized pursuant to this Ordinance to fund the Phase II Levee Improvements, including without limitation the First Phase II Note, the Second Phase II Note and the Third Phase II Note.

“Payment Dates” means each February 15 and August 15, commencing on February 15, 1998.

“Project” means the acquisition, construction and installation of the Phase II Levee Improvements, as that term is defined in the Agreement and described in Exhibit A of the Agreement; along with the improvements contemplated by the Wetland Mitigation Plan, as that term is defined in the Agreement.

“Redevelopment Plan” means the Redevelopment Plan for Chesterfield Valley Tax Increment Financing District, City of Chesterfield, Missouri, dated August 17, 1994, as amended.

“Redevelopment Project Area” means that area legally described as a redevelopment project area in the Redevelopment Plan approved pursuant to the Approving Ordinance.

“Redevelopment Project Costs” means those redevelopment project costs, as defined in the Act, that may be paid financed through tax increment financing and which the City has provided for under the Redevelopment Plan.

“Second Phase II Note” means a TIF Note to the Levee District in a principal amount equal to Reimbursable Project Costs incurred by the Levee District after the date of the Notice of Commencement of Construction.

“Second Wetlands Note” means a TIF Note to the Levee District in a principal amount, not to exceed \$500,000, equal to properly documented Reimbursable Project Costs for the Wetlands Improvements incurred by the Levee District before the delivery of the second Certificate of Mitigation.

“Site 1 Reimbursements” means the first Ten Thousand Dollars (\$10,000.00) of wetlands bank credits allocable to Mitigation Site 1.

“Site 2 Reimbursements” the first Six Thousand Dollars (\$6,000.00) of wetlands bank credits allocable to Mitigation Site 2.

“Special Allocation Fund” means the fund by that name created by Section 4 of the Fund Ordinance.

“State” means the State of Missouri.

“Third Phase II Note” means a TIF Note in a principal amount equaling the sum of all properly documented Reimbursable Project Costs incurred by the Levee District and not already reimbursed by the First Phase II Note or the Second Phase II Note.

“Third Wetlands Note” means a TIF Note to the Levee District in a principal amount, which when added to the principal amounts of the First Wetlands Note and Second Wetlands Note does not

exceed \$1,000,000, equal to properly documented Reimbursable Project Costs for the Wetlands Improvements incurred by the Levee District before the delivery of the third Certificate of Mitigation.

“Wetlands Mitigation Credit Proceeds” means the money received by the City for the sale of wetland mitigation bank credits as contemplated by the Agreement, including without limitation, the Site 1 Reimbursements and the Site 2 Reimbursements.

“Wetlands Fund” means the Wetlands Bank Credit Fund created under Section 401 of this Ordinance.

“Wetlands Improvements” means those improvements contemplated by the Wetlands Mitigation Plan.

“Wetlands Mitigation Notes” means those TIF Notes authorized by this Ordinance that are issued to fund the Wetlands Improvements, including without limitation, the First Wetlands Note, the Second Wetlands Note and the Third Wetlands Note.

ARTICLE II

AUTHORIZATION OF TIF NOTES

Section 201. Authorization of TIF Notes. There are hereby authorized and directed to be issued Tax Increment Financing Notes (Chesterfield Valley Redevelopment Project), Series 1998 of the City (the “TIF Notes”) in an aggregate original principal amount not to exceed Four Million Four Hundred Thousand and No/100 Dollars (\$4,400,000.00) for the purpose of paying a portion of those Project costs determined to be Redevelopment Project Costs in connection with the Redevelopment Plan, as provided in this Ordinance.

Section 202. Security for TIF Notes. The TIF Notes shall be a special obligation of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Proceeds deposited in the City’s Special Allocation Fund, and the taxing power of the City is not pledged to the payment of the TIF Notes either as to principal or interest; provided, however, that the principal and interest of the Wetlands Mitigation Notes may be paid with the use of Wetlands Mitigation Credit Proceeds, as is more particularly provided in Sections 508 and 509. The TIF Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. EXCEPTED AS PROVIDED IN SECTION 701 HEREOF, THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE TIF NOTES SHALL TERMINATE ON DECEMBER 31, 2017, WHETHER OR NOT THE PRINCIPAL AMOUNT HAS BEEN PAID IN FULL.

Section 203. Description of TIF Notes. The TIF Notes shall be issued in an aggregate original principal sum not to exceed \$4,400,000 and shall provide for simple interest accruing on the unpaid principal at the following rates: (i) on the Phase II Notes, a rate equal to the average annual interest rates on the obligations issued pursuant to the Bond Resolution or seven and one-half percent (7.5%) per annum, whichever is less; and (ii) on the Wetlands Mitigation Notes, a rate of six percent (6%). The TIF Notes shall be substantially in the form set forth in Section 301 hereof. The TIF Notes shall be dated the date of original delivery of the TIF Notes, and shall become due on December 31, 2017.

Section 205. Method and Place of Payment of TIF Notes. The principal of and interest on the TIF Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, in legal tender for the payment of debts due the United States of America.

Payment shall be made by the Finance Director at the offices of the City on each Payment Date upon presentation of the TIF Notes by a duly authorized representative of Owner. Upon payment of interest and principal and the notation upon the payment ledger of the TIF Notes, the Finance Director shall enter the amount paid and outstanding balance on its books which shall be rebuttably presumptive evidence of the principal amount outstanding on the TIF Notes.

Section 206. Transfer and Assignment. The TIF Notes are being issued to the Original Purchaser pursuant to the Agreement. The TIF Notes are not transferable or assignable except upon the express written permission of the City and only upon such terms and conditions the City, in its sole discretion, places upon any such transfer or assignment.

Section 207. Authorization of Additional TIF Notes. Subject to the limitations set forth in the Agreement, Additional TIF Notes may be authorized under the following circumstances:

(a) Before any Additional TIF Notes shall be issued under the provisions of this Section, the City shall adopt an ordinance authorizing the issuance of such Additional TIF Notes, fixing the amount and terms thereof pursuant to the Agreement; and

(b) Such Additional TIF Notes shall be executed substantially in the form and manner set forth in Article III hereof; and

(c) the City provides the Levee District with fifteen days' written notice of its election to issue the Additional TIF Notes; AND EITHER

(ii) at the time of issue of such Additional TIF Notes, the ratio of (x) all sums deposited to the Special Allocation Fund over the twelve month period ending on the date of issuance to (y) the aggregate amount of principal and interest to be paid on all TIF Notes issued in connection with or secured by the Special Allocation Fund over the twelve month period commencing on the date of issuance shall not be less than 1.2:1; OR

(iii) Additional TIF Notes are issued in connection with a redevelopment project consisting of the construction of at least one hundred thousand square feet of building improvements on a parcel or parcels under common ownership or control; provided that interest on said Additional TIF Notes shall not be payable from the Special Allocation Fund until such time that monies attributable to said redevelopment project are deposited in the Special Allocation Fund.

ARTICLE III

FORM OF TIF NOTE

Section 301. Form of TIF Notes. The First Phase II Note, as originally issued upon transfer, exchange or substitution, shall be in substantially in the form of **Exhibit A**, attached hereto and incorporated herein by this reference. The Second Phase II Note and Third Phase II Note shall be in substantially the same form. The Wetlands Mitigation Notes, as originally issued upon transfer, exchange or substitution, shall be in substantially in the form of **Exhibit B**, attached hereto and incorporated herein

by this reference. The Finance Director shall be, and hereby is, authorized to alter the form of the TIF Notes to reflect the terms thereof in accordance with the Agreement and the summary that follows:

Reference	Maximum Amount	Time of Issuance
First Phase II Note	\$1,000,000	Upon the City's receipt of the Notice of Commencement of Construction
Second Phase II Note	Principal amount shall not, when added to the principal amount of the First Phase II Note, shall not exceed the aggregate amount of \$2,500,000	Amount of Reimbursable Project costs plus amount of First Phase II Note equal or exceed \$2,500,000, after the date of the Notice of Commencement
Third Phase II Note	Principal amount shall not, when added to the principal amounts of the Phase I Note, First Phase II Note, and the Second Phase II Note, exceed \$6,000,000	Following the City's receipt of a notice of substantial completion
First Wetlands Note	\$250,000	Following the Levee District's submittal of its first Certificate of Mitigation
Second Wetlands Note	\$500,000	Following the Levee District's submittal of its second Certificate of Mitigation
Third Wetlands Note	Principal amount shall not, when added to the principal amounts of the First Wetlands Note and Second Wetlands Note, exceed \$1,000,000	Following the Levee District's submittal of its third Certificate of Mitigation

ARTICLE IV

ESTABLISHMENT OF FUNDS

Section 401. Funds and Accounts.

(a) The creation and establishment in the treasury of the City of the following funds and accounts is hereby ratified: Chesterfield Valley Special Allocation Fund of the City of Chesterfield (the "Special Allocation Fund"), and within the Special Allocation Fund, a PILOTs Account and an Economic Activity Tax Account.

(b) There is hereby created and ordered to be established in the treasury of the City the Wetlands Bank Credit Fund (the "Wetlands Fund"). Within the Wetlands Fund there is hereby created a Mitigation Site 1 Account and a Mitigation Site 2 Account.

Section 402. Administration of Funds and Accounts. The funds and accounts established, or the establishment of which was ratified, pursuant to Section 4 of the Fund Ordinance and Section 401 hereof shall be maintained and administered by the City solely for the purposes and in the manner as provided in this Ordinance so long as any portion of the TIF Notes remains outstanding hereunder.

ARTICLE V

PAYMENT OF TIF NOTE

Section 501. Special Allocation Fund and Wetlands Fund. Pursuant to the Act and this Ordinance, the Finance Director shall deposit all Net Proceeds into the Special Allocation Fund. Pursuant

to the Agreement and this Ordinance the Finance Director shall deposit all Wetlands Mitigation Credit Proceeds into the Wetlands Fund; provided, however, that the Finance Director shall deposit all Wetlands Mitigation Credit Proceeds that relate to Mitigation Site 1 into the Site 1 Account and all Wetlands Mitigation Credit Proceeds that relate to Mitigation Site 2 into the Site 2 Account. The City Engineer shall deliver a certificate in the form of **Exhibit C**, attached hereto and incorporated herein, each time Wetlands Mitigation Credit Proceeds are delivered to the Finance Director in accordance with the terms of the Agreement.

Section 502. Application of Moneys in the Special Allocation Fund. So long as any of the TIF Notes remain outstanding, the Finance Director shall, on Payment Dates administer and allocate the moneys held in the PILOTs Account and, subject to annual appropriation by the City, the Economic Activity Tax Account as follows:

(a) Fees and Expenses. There shall first be paid to the City or its payees any fees and expenses incurred by the City incidental to the Redevelopment Plan or the TIF Notes; provided that such amount shall not exceed the sum of \$100,000 during any calendar-year.

(b) Payment of TIF Notes. There shall next be paid to the Owner an amount equal to the interest and principal then due pursuant to **Schedule 1** of each of the TIF Notes; provided, however, that although the Wetlands Mitigation Notes shall have a parity claim to the moneys in the Special Allocation Fund with the Phase II Notes, no payments from the Special Allocation Fund shall be made to the Owner of the Wetlands Mitigation Notes until the Wetlands Fund has been exhausted.

(c) Payment of Deficiency. There shall next be paid to the Owner of each of the TIF Notes amounts owed on all outstanding Deficiencies.

(d) Prepayment of TIF Notes. At the City's sole discretion, the City may prepay any portion of or the entire principal amount owed on the TIF Notes.

(e) Payment on Maturity Date. If not repaid in full sooner, the entire outstanding balance of the TIF Notes together with all interest thereon, shall be paid on December 31, 2017, but only to the extent that Net Proceeds are available in or then due to the Special Allocation Fund as of December 31, 2017. Except as provided in Section 701 hereof, the City shall have no further obligations under this Ordinance or the TIF Notes after December 31, 2017.

Except as provided in Section 701 hereof, all moneys remaining in the Special Allocation Fund after December 31, 2017, shall be treated as "Surplus" as defined in the Act, and distributed in the manner provided by law.

Section 503. Levy and Collection of Net Proceeds. The City hereby ratifies and confirms its obligation to levy and collect Net Proceeds pursuant to the Act for deposit in the Special Allocation Fund for the purpose of paying the TIF Notes.

The Net Proceeds shall be determined, collected and applied in the manner provided by law for the period through December 31, 2017. After December 31, 2017, or the date on which the TIF Notes has been paid in full, whichever shall first occur, all Net Proceeds for any period after December 31, 2017, shall cease and all property in the Redevelopment Project Area shall be subject to assessments and payment of all ad valorem taxes based on the full true value of the real property and the standard assessment ratio then in use for similar property by the St. Louis County Assessor.

The Net Proceeds shall be deposited in the Special Allocation Fund, shall be kept separate and apart from all other funds of the City, and shall be used solely as provided in the Act and this Ordinance.

Section 504. Acceleration of Maturity Upon Default. The City covenants and agrees that if it defaults in the payment of the principal of or interest on the TIF Notes as the same become due on any Payment Date, or if the City or its governing body or any of the officers, agents or employees thereof fail or refuse to comply with any of the provisions of this Ordinance or of the Constitution or statutes of the State of Missouri, and such default continues for a period of 60 days after written notice specifying such default has been given to the City by the Owner at any time thereafter and while such default continues, the Owners may, by written notice of the City filed in the office of the City Clerk or delivered in person to said City Clerk, declare the principal of the TIF Notes due and payable immediately. Upon any such declaration given as aforesaid, shall become and be immediately due and payable, anything in this TIF Notes Ordinance or in the TIF Notes contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of the TIF Notes has been so declared to be due and payable, all arrears of interest upon all of the TIF Notes, except interest accrued, but not yet due, on such TIF Notes, and all arrears of principal upon the TIF Notes has been paid in full and all other defaults, if any, but the City under the provisions of this Ordinance and under the provisions of the statutes of the State of Missouri have been cured, then and in every such case the Owner by written notice to the City given as hereinbefore specified, may rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon.

Section 505. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Owner. The Owner shall have the right:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Owner against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Missouri;
- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owner.

Section 506. Limitation on Rights of Owner. The Owner secured hereby shall not have any right in any manner whatever by its action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided.

Section 507. Remedies Cumulative. No remedy conferred herein upon the Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owner by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or

proceedings taken by the Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Owner, then, and in every such case, the City and the Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 508. Application of Moneys in the Site 1 Account. The Finance Director shall, on Payment Dates, administer and allocate the moneys held in the Site 1 Account as follows:

(a) Reimbursements. There shall first be paid to the City or its payees the Site 1 Reimbursements.

(b) Payment of Wetlands Mitigation Notes. There shall next be paid to the Owner of each of the Wetlands Mitigation Notes an amount equal to the interest and principal then due pursuant to Schedule 1 of the respective Wetlands Mitigation Notes.

(c) Payment to Special Allocation Fund. Before December 31, 2017, the balance of any moneys remaining in the Site 1 Account shall be payable into the Special Allocation Fund.

(d) Payment to City. After December 31, 2017, the balance of any moneys remaining in the Site 1 Account shall be deposited into the City's general fund.

Section 509. Application of Moneys in the Site 2 Account. The Finance Director shall, on Payment Dates, administer and allocate the moneys held in the Site 2 Account as follows:

(a) Reimbursements. There shall first be paid to the City or its payees the Site 2 Reimbursements.

(b) Payment of Wetlands Mitigation Notes. There shall next be paid to the Owner of each of the Wetlands Mitigation Notes an amount equal to the interest and principal then due pursuant to Schedule 1 of the respective Wetlands Mitigation Notes.

(c) Payment to Special Allocation Fund. Before December 31, 2017, the balance of any moneys remaining in the Site 2 Account shall be payable into the Special Allocation Fund.

(d) Payment to Levee District. After December 31, 2017, the balance of any moneys remaining in the Site 2 Account shall be payable to the Levee District for Valley Improvements.

ARTICLE VI

DEPOSIT AND INVESTMENT OF MONEYS

Section 601. Deposits of Moneys. Cash moneys in each of the funds and accounts created by and referred to in this Ordinance shall be deposited in a bank or banks located in the State of Missouri having combined capital, surplus and undivided profits of at least \$5,000,000, and which is a member of the Federal Deposit Insurance Corporation, and all such bank deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the State of Missouri.

Section 602. Investment of Moneys. Moneys held in any fund or account referred to in this Ordinance shall be invested by the City pursuant to the direction of the City in Government Obligations

or in time or demand deposits or in certificates of deposit issued by any bank having combined capital, surplus and undivided profits of at least \$5,000,000, but only to the extent such time or demand deposits or certificates of deposit are fully insured by the Federal Deposit Insurance Corporation; provided, however, that no such investment shall be made for a period extending longer than the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund or account.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 701. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of or interest on the TIF Notes is a Saturday, a Sunday or a legal holiday or other day that is not a Business Day, then payment of principal or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 702. Notices, Consents and Other Instruments. Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Owner of the TIF Notes may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the TIF Notes, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the TIF Notes, the amount or amounts and other identification of the TIF Notes, and the date of holding the same shall be proved by the registration books of the City.

Section 703. Execution of Documents. The City is hereby authorized to enter into and the Mayor is hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the TIF Notes and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 704. Further Authority. The officers of the City, including the Mayor, City Administrator, the City Clerk and the Finance Director, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instrument and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 705. TIF Notes Taxable. The interest on the TIF Notes is includable in gross income for federal income tax purposes.

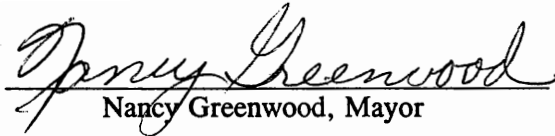
Section 706. Severability. If any section or other part of this Ordinance, whether large or small, shall for any reason be held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 707. Governing Law. This Ordinance shall be governed exclusively by and constructed in accordance with the applicable laws of the State of Missouri.

Section 708. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the City's City Council.

PASSED AND APPROVED THIS 30TH DAY OF APRIL, 1998.

(Seal)


Nancy Greenwood, Mayor

ATTEST:

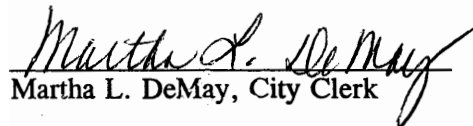

Martha L. DeMay, City Clerk

Exhibit A

THE RIGHT TO TRANSFER, ASSIGN OR NEGOTIATE THIS NOTE SHALL BE LIMITED TO TRANSFER, ASSIGNMENT OR NEGOTIATION TO ANY ACCREDITED INVESTOR OR QUALIFIED INSTITUTIONAL INVESTOR, AS SUCH TERMS ARE COMMONLY DEFINED FROM TIME TO TIME BY APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND REGULATIONS AND ONLY UPON WRITTEN CONSENT OF THE CITY.

**CITY OF CHESTERFIELD, MISSOURI,
TAX INCREMENT FINANCING NOTE
(CHESTERFIELD VALLEY REDEVELOPMENT PROJECT)
Series 1998**

REFERENCE: _____

THE CITY OF CHESTERFIELD, MISSOURI ("City"), on this ____ day of _____, 1998, for value received promises to pay to the **Monarch-Chesterfield Levee District**, its successors and assigns (the "Levee District") the principal sum of _____ Dollars (\$ _____ .00), together with simple interest at the rate of _____ percent (____ %) per annum on the outstanding balance hereof, calculated on the basis of a 365-day year and actual days elapsed from the date hereof to the earlier of: (i) the date of repayment, or (ii) December 31, 2017 (the "Maturity Date"). This Note evidences sums advanced by the Levee District on behalf of the City pursuant to the Intergovernmental Cooperation Agreement between them dated September 12, 1996, as amended by the First Amendment to Intergovernmental Cooperation Agreement (collectively, the "Agreement").

Reference is made to the Agreement and Ordinance No. _____ passed and adopted by the City Council on ____, 1998 (the "Note Ordinance"), for a description of the covenants and agreements made by the City and Levee District with respect to payment of Net Proceeds to pay this Note, the nature and extent of the security for this Note, the rights, duties and obligations of the City and Levee District with respect hereto and, the rights of the holder hereof. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the TIF Note Ordinance.

All payments of principal and interest by the City shall be from the Net Proceeds on deposit in the Special Allocation Fund created by Ordinance No. 954 passed and adopted by the City Council on October 17, 1994 (the "Fund Ordinance").

This Note shall be payable solely from the aforesaid moneys and from no other revenue or property of the City, it being understood that this instrument is a special limited obligation of the City and is payable solely from the aforementioned sources, including from incremental tax revenues which the City is entitled to receive under sections 99.800 through 99.865 of Missouri Revised Statutes deposited from time to time in the Special Allocation Fund of the City as set forth below, and is not a general obligation of the City, St. Louis County, the State of Missouri or any political subdivision thereof, nor of any officer or employee thereof, and it being further understood that this Note is issued in connection with a certain redevelopment plan entitled "Chesterfield Valley Tax Increment Financing Redevelopment Plan," dated June 28, 1994, as from time to time may be amended (the "Plan"), and redevelopment projects including those specified in the Agreement (the "Project"), as approved in Ordinance No. 953, passed and adopted by the City Council on October 17, 1994 (the "Approving Ordinance").

The "Net Proceeds" on deposit in the Special Allocation Fund are those payments in lieu of taxes (as that term is defined in section 99.805(10) of Missouri Revised Statutes) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the area of the Project and any applicable penalty and interest over and above the certified total initial equalized assessed value (as that term is used and described in sections 99.845.1 and 99.855 of Missouri Revised Statutes) of each such unit of property in the area of the Project and as paid to the City's Finance Director by the St. Louis County Collector of Revenue during the term of the Plan and the Project; and, subject to annual appropriation, fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in section 99.805(16) of Missouri Revised Statutes) and which are generated by economic activities within the area of the Project over the amount of such taxes generated by economic activities within the area of the Project in the calendar year 1993 and paid into the Special Allocation Fund, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to section 70.500 Missouri Revised Statutes, or for the purpose of public transportation taxes levied pursuant to section 94.660, Missouri Revised Statutes, licenses, fees or special assessments, other than payments in lieu of taxes and penalties and interest thereon, and less the costs of collection; and fifty percent (50%) of the net new revenues from the utility tax imposed by the City and generated by utility use within the area of the Project over the amount of such revenues generated within the area of the Project in the calendar year 1993; and to the extent available under the Act, up to fifty percent (50%) of the new state revenues (as that term is defined in section 99.845.8 Missouri Revised Statutes), estimated for the businesses within the area of the Project and identified by the City in the application required by section 99.845.10 Missouri Revised Statutes, if any, over and above the amount of such taxes reported by businesses within the area of the Project in the calendar year 1993. Net Proceeds do not include any such amount paid under protest until the protest is withdrawn or resolved against the taxpayer, nor do Net Proceeds include any sum received by the City which is the subject of a suit or other claim communicated to the City, which suit or claim challenges the collection of such sums or their payment to the Levee District or its successors in interest.

Subject to the terms of the immediately following paragraph, the principal and interest hereof shall be payable in semi-annual installments as set forth in **Schedule 1**, attached hereto and incorporated herein by reference, or if such day is not a Business Day, the first Business Day thereafter (the "Payment Dates") to the earlier of repayment or the Maturity Date of this Note, followed by a final payment, to the extent there are funds then available in the Special Allocation Fund, on the Maturity Date in the amount of the then unpaid principal balance hereof and all accrued and unpaid interest hereon.

Payment of principal and interest hereunder shall be subject to the following further terms and conditions:

(i) Subject to annual appropriation, Net Proceeds of the Special Allocation Fund shall first be disbursed to pay administrative, planning, legal and other related operational costs of the City associated with implementation of the Plan and Agreement but not to exceed \$100,000 in any calendar year;

(ii) If on any Payment Date the Net Proceeds in the Special Allocation Fund are insufficient to pay scheduled principal and accrued interest then due and owing, the amount of the deficiency (the "Deficiency") shall be carried forward as an amount due and owing hereunder. So long as the amount of any Deficiency is carried as a liability on the City's Special Allocation Fund's financial records, the existence of such Deficiency shall not be deemed an event of default hereunder and shall not be cause for acceleration of this Note;

(iii) If on any Payment Date the Net Proceeds in the Special Allocation Fund are in excess of the amount required to pay the scheduled annual installment of principal plus accrued interest then due and owing, all excess Net Proceeds shall be applied by the City to the satisfaction of all outstanding Deficiencies under this Note and all other Notes executed and delivered pursuant to the Agreement, allocated in accordance with the then outstanding principal balances thereof;

(iv) On the Maturity Date, the City shall pay to the Levee District out of Net Proceeds then on deposit in the Special Allocation Fund all sums due to the Levee District; provided, however, that whether or not paid in full, this Note shall expire on the Maturity Date and the City shall have no further responsibility, liability, or obligation hereunder.

Subject to the foregoing, payments shall be applied first to accrued interest on the Note, and then, if there are additional funds available in the Special Allocation Fund on any Payment Date or on the Maturity Date, to the unpaid principal of this Note. Any unpaid interest carried forward as part of any Deficiency shall not be added to principal.

The City shall pay all amounts due and owing hereunder to the Levee District upon receipt by the City from the Levee District of an appropriate receipt, at such place within the City as may be specified by the Levee District from time to time.

This Note may be prepaid at any time in whole or in part without penalty. This Note shall be assignable by the Levee District only upon expressed written consent of the City. The right to transfer, assign, or negotiate this Note shall be limited to transfer, assignment, or negotiation to any accredited investor or qualified institutional investor, as such terms are commonly defined from time to time by applicable state and federal securities laws and regulations.

The interest on this Note is includable in gross income for federal income tax purposes.

Outstanding principal owed on this Note may be canceled or reduced by the City pursuant to Sections 2(F), 2(G) and/or 2(H) of the Agreement in accordance with the terms thereof.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Title: _____

ATTEST:

City Clerk

SCHEDULE 1

**City of Chesterfield, Missouri,
Tax Increment Financing Note
(Chesterfield Valley Redevelopment Project)
Series 1998**

Debt Service Schedule

Exhibit B

THE RIGHT TO TRANSFER, ASSIGN OR NEGOTIATE THIS NOTE SHALL BE LIMITED TO TRANSFER, ASSIGNMENT OR NEGOTIATION TO ANY ACCREDITED INVESTOR OR QUALIFIED INSTITUTIONAL INVESTOR, AS SUCH TERMS ARE COMMONLY DEFINED FROM TIME TO TIME BY APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND REGULATIONS AND ONLY UPON WRITTEN CONSENT OF THE CITY.

**CITY OF CHESTERFIELD, MISSOURI,
TAX INCREMENT FINANCING NOTE
(CHESTERFIELD VALLEY REDEVELOPMENT PROJECT)
Series 1998**

REFERENCE: _____

THE CITY OF CHESTERFIELD, MISSOURI ("City"), on this ____ day of _____, 1998, for value received promises to pay to the **Monarch-Chesterfield Levee District**, its successors and assigns (the "Levee District") the principal sum of _____ Dollars (\$ _____ .00), together with simple interest at the rate of _____ percent (____ %) per annum on the outstanding balance hereof, calculated on the basis of a 365-day year and actual days elapsed from the date hereof to the earlier of: (i) the date of repayment, or (ii) December 31, 2017 (the "Maturity Date"). This Note evidences sums advanced by the Levee District on behalf of the City pursuant to the Intergovernmental Cooperation Agreement between them dated September 12, 1996, as amended by the First Amendment to Intergovernmental Cooperation Agreement (collectively, the "Agreement").

Reference is made to the Agreement and Ordinance No. _____ passed and adopted by the City Council on ____, 1998 (the "Note Ordinance"), for a description of the covenants and agreements made by the City and Levee District with respect to payment of Net Proceeds to pay this Note, the nature and extent of the security for this Note, the rights, duties and obligations of the City and Levee District with respect hereto and, the rights of the holder hereof. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the TIF Note Ordinance.

All payments of principal and interest by the City shall be from the Net Proceeds on deposit in the Special Allocation Fund created by Ordinance No. 954 passed and adopted by the City Council on October 17, 1994 (the "Fund Ordinance"); provided, however, that payments for this Wetlands Mitigation Note shall first be made from available moneys in the Wetlands Fund.

This Note shall be payable solely from the aforesaid moneys and from no other revenue or property of the City, it being understood that this instrument is a special limited obligation of the City and is payable solely from the aforementioned sources, including from incremental tax revenues which the City is entitled to receive under sections 99.800 through 99.865 of Missouri Revised Statutes deposited from time to time in the Special Allocation Fund of the City as set forth below, and is not a general obligation of the City, St. Louis County, the State of Missouri or any political subdivision thereof, nor of any officer or employee thereof, and it being further understood that this Note is issued in connection with a certain redevelopment plan entitled "Chesterfield Valley Tax Increment Financing Redevelopment Plan," dated June 28, 1994, as from time to time may be amended (the "Plan"), and redevelopment projects including those specified in the Agreement (the "Project"), as approved in Ordinance No. 953, passed and adopted by the City Council on October 17, 1994 (the "Approving Ordinance").

The "Net Proceeds" on deposit in the Special Allocation Fund are those payments in lieu of taxes (as that term is defined in section 99.805(10) of Missouri Revised Statutes) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the area of the Project and any applicable penalty and interest over and above the certified total initial equalized assessed value (as that term is used and described in sections 99.845.1 and 99.855 of Missouri Revised Statutes) of each such unit of property in the area of the Project and as paid to the City's Finance Director by the St. Louis County Collector of Revenue during the term of the Plan and the Project; and, subject to annual appropriation, fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in section 99.805(16) of Missouri Revised Statutes) and which are generated by economic activities within the area of the Project over the amount of such taxes generated by economic activities within the area of the Project in the calendar year 1993 and paid into the Special Allocation Fund, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to section 70.500 Missouri Revised Statutes, or for the purpose of public transportation taxes levied pursuant to section 94.660, Missouri Revised Statutes, licenses, fees or special assessments, other than payments in lieu of taxes and penalties and interest thereon, and less the costs of collection; and fifty percent (50%) of the net new revenues from the utility tax imposed by the City and generated by utility use within the area of the Project over the amount of such revenues generated within the area of the Project in the calendar year 1993; and to the extent available under the Act, up to fifty percent (50%) of the new state revenues (as that term is defined in section 99.845.8 Missouri Revised Statutes), estimated for the businesses within the area of the Project and identified by the City in the application required by section 99.845.10 Missouri Revised Statutes, if any, over and above the amount of such taxes reported by businesses within the area of the Project in the calendar year 1993. Net Proceeds do not include any such amount paid under protest until the protest is withdrawn or resolved against the taxpayer, nor do Net Proceeds include any sum received by the City which is the subject of a suit or other claim communicated to the City, which suit or claim challenges the collection of such sums or their payment to the Levee District or its successors in interest.

Subject to the terms of the immediately following paragraph, the principal and interest hereof shall be payable in semi-annual installments as set forth in **Schedule 1**, attached hereto and incorporated herein by reference, or if such day is not a Business Day, the first Business Day thereafter (the "Payment Dates") to the earlier of repayment or the Maturity Date of this Note, followed by a final payment, to the extent there are funds then available in the Special Allocation Fund, on the Maturity Date in the amount of the then unpaid principal balance hereof and all accrued and unpaid interest hereon.

Payment of principal and interest hereunder shall be subject to the following further terms and conditions:

(i) Subject to annual appropriation, Net Proceeds of the Special Allocation Fund shall first be disbursed to pay administrative, planning, legal and other related operational costs of the City associated with implementation of the Plan and Agreement but not to exceed \$100,000 in any calendar year;

(ii) If on any Payment Date the Wetlands Fund and Net Proceeds in the Special Allocation Fund are insufficient to pay scheduled principal and accrued interest then due and owing, the amount of the deficiency (the "Deficiency") shall be carried forward as an amount due and owing hereunder. So long as the amount of any Deficiency is carried as a liability on the City's Special Allocation Fund's financial records, the existence of such Deficiency shall not be deemed an event of default hereunder and shall not be cause for acceleration of this Note;

(iii) If on any Payment Date the Wetlands Fund and Net Proceeds in the Special Allocation Fund are in excess of the amount required to pay the scheduled annual installment of principal plus accrued interest then due and owing, all excess amounts in the Wetlands Fund and Net Proceeds shall be applied by the City to the satisfaction of all outstanding Deficiencies under this Note and, subject to the terms of the Note Ordinance, all other Notes executed and delivered pursuant to the Agreement, allocated in accordance with the then outstanding principal balances thereof;

(iv) On the Maturity Date, the City shall pay to the Levee District out of Net Proceeds then on deposit in the Special Allocation Fund all sums due to the Levee District; provided, however, that whether or not paid in full, this Note shall expire on the Maturity Date and the City shall have no further responsibility, liability, or obligation hereunder.

Subject to the foregoing, payments shall be applied first to accrued interest on the Note, and then, if there are additional funds available in the Special Allocation Fund on any Payment Date or on the Maturity Date, to the unpaid principal of this Note. Any unpaid interest carried forward as part of any Deficiency shall not be added to principal.

The City shall pay all amounts due and owing hereunder to the Levee District upon receipt by the City from the Levee District of an appropriate receipt, at such place within the City as may be specified by the Levee District from time to time.

This Note may be prepaid at any time in whole or in part without penalty. This Note shall be assignable by the Levee District only upon expressed written consent of the City. The right to transfer, assign, or negotiate this Note shall be limited to transfer, assignment, or negotiation to any accredited investor or qualified institutional investor, as such terms are commonly defined from time to time by applicable state and federal securities laws and regulations.

The interest on this Note is includable in gross income for federal income tax purposes.

Outstanding principal owed on this Note may be canceled or reduced by the City pursuant to Sections 2(F), 2(G) and/or 2(H) of the Agreement in accordance with the terms thereof.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Title: _____

ATTEST:

City Clerk

SCHEDULE 1

**City of Chesterfield, Missouri,
Tax Increment Financing Note
(Chesterfield Valley Redevelopment Project)
Series 1998**

Debt Service Schedule

Exhibit C

DEPOSIT CERTIFICATE

The undersigned hereby certifies, in connection with Ordinance No. _____ passed by the City of Chesterfield on _____, 1998 (the "Ordinance"), as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Ordinance.

2. I have delivered herewith the sum of \$_____ for deposit by the Finance Director in the Wetlands Mitigation Fund, to be segregated into separate accounts therein in accordance with the terms of the Ordinance and the Agreement.

3. Under the terms of the Ordinance, the funds delivered herewith shall be segregated as follows:

Site 1 Account	\$
Site 2 Account	_____
Total Deposit to Wetlands Fund	\$ <u> </u>

In Witness Whereof, the undersigned has executed this Deposit Certificate as of the __ day of _____.

By: _____
City Engineer

Exhibit D

CERTIFICATE OF MITIGATION - Number _____

The undersigned hereby represents in connection with Ordinance No. _____ passed by the City of Chesterfield on _____, 1998 (the "Ordinance"), as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Ordinance.

2. Each item listed on the attached list constitutes a Reimbursable Project Cost and was incurred in connection with the Wetlands Mitigation Plan. Also attached to this Certificate is supporting documentation of the nature and amount of each Reimbursable Project Cost submitted herein.

3. These Reimbursable Project Costs have been incurred by the Developer and are presently due and payable or have been paid by the Levee District and are payable or reimbursable under the Agreement.

4. Each item so listed has not previously been paid or reimbursed from moneys in the Special Allocation Fund or the Wetlands Fund and no part thereof has been included in any other certificate previously filed with the City.

5. There has not been filed with or served upon the Levee District 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.

6. In the event that any cost item to be reimbursed under this certificate is deemed to not constitute a "Redevelopment Project Cost" within the meaning of the Act and the Agreement, the Levee District shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.

7. The Levee District is not in default or breach of any term or condition of the Agreement.

Dated this _____ day of _____, 199__.

MONARCH-CHESTERFIELD LEVEE DISTRICT

By: _____
Title: _____

Approved for Payment this _____ day of _____, 19__.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Title: _____