MEMORANDUM

Chesterfield
Parks & Recreation

City of Chesterfield · EST. 1988 · Planning · Public Works · Parks & Recreation · Development Services · DEPARTMENT OF PUBLIC SERVICES

DATE: August 8, 2014

TO: Michael Herring, City Administrator

FROM: Mike Geisel, Director of Public Services

RE: CVAC operational agreement

As you undoubtedly remember, the Chesterfield Valley Athletic Complex began its municipal park operations in 1999. At that time, the City owned that portion of the CVAC consisting of the "C athletic quad" quad and the property west. The "D & E" athletic quads were owned and operated by the Chesterfield Athletic Association. The F quads and the Parks Operation & Maintenance Facility had not yet been constructed. Soon after its inaugural operations, The City and CCA entered into an historic public private partnership which provided for an exchange of real estate and equipment assets for specific rental considerations and the City's assumption of operation and maintenance of the entire complex. Subsequently, the City received compensation from the Monarch Chesterfield Levee District in return for grants of Levee / Sand Berm easements. Sums received for the granting of easements provided for immediate and necessary complex enhancements, which established the infrastructure foundation for the complex as it exists today. The acquisition, improvement, and operation of the CVAC then led to the successful passage of Proposition P in 2004, which provided financial support for the operation and expansion of Chesterfield Parks. The CVAC has since been expanded and improved in countless ways. We estimate more than 3 million patrons visit the complex annually.

When the original CCA agreement was conceived, it provided for twenty years of $100,000 annual field rental credits. At the time, the CCA was an umbrella organization consisting of the Chesterfield Baseball & Softball Association as well as the Ascension Athletic Association. Since 2000, the expansion of the CVAC has correlated closely with the activities of these organizations. The size, scope, complexity and operation of the complex has exceeded any reasonable projections and the CBSA and AAA have become relatively independent of each other, as well as the CAA umbrella. Accordingly, it has become necessary to

amend the original agreement to simply reflect current organization constructs and operational realities. Frankly, the facility, the use, and the preferred organizations using the facility have outgrown the original agreement. Staff has developed a revised agreement which identifies the CBSA and AAA as individual preferred users of the CVAC, each of which are entitled to one-half share of the annual rental credits. Definition has been expanded to differentiate between regular league use, and other activities such as tournaments or training schools.

Please note that the revised agreement does not alter, extend, expand or otherwise change the original rental entitlements. The changes are primarily related to the organizational changes and the operational realities of the CVAC. It does, however, identify each preferred user, the CBSA and AAA, as each being independently entitled to ½ of the overall entitlement.

The proposed agreement has been developed in consultation with the affected agencies and has been reviewed by our City Attorney. I have attached the original CCA\City agreement for your convenience and reference. I have also attached the proposed amended agreement, which I recommend be forwarded to the next Parks and Recreation Committee for consideration. I recommend that the agreement be recommended for approval by the full City Council and that Council authorize you, as City Administrator, to execute it on behalf of the City.

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

Cc Tom McCarthy, Parks and Recreation Director

OKID — FORWARD
TO PARKS/REC. COMMITTEE
FOR REVIEW/ENDORSEMENT @
8/28/14 COMMITTEE MTG
✓ JMM
8/10/14

COOPERATIVE AGREEMENT BETWEEN THE CITY OF CHESTERFIELD, THE CHESTERFIELD ATHLETIC ASSOCIATION, CHESTERFIELD BASEBALL AND SOFTBALL ASSOCIATION AND ASCENSION ATHLETIC ASSOCIATION

This agreement, made and entered this _____day of September, 2014 by and between the City of Chesterfield, Missouri (hereinafter referred to as "City") and the Chesterfield Athletic Association, (hereinafter referred to as "CAA"), Chesterfield Baseball and Softball Association (hereinafter referred to as "CBSA") and Ascension Athletic Association (hereinafter referred to as "AAA").

Whereas The City of Chesterfield owns, operates, and maintains an athletic complex located at 17925 North Outer Forty Road, and is known as the Chesterfield Valley Athletic Complex (CVAC) for the benefit of its residents; and,

Whereas the Chesterfield Athletic Association, the Chesterfield Baseball and Softball Association, and Ascension Athletic Association have successfully cooperated to provide premier facilities and recreational programs for a substantial number of Chesterfield residents; and,

Whereas the Chesterfield Athletic Association and the City of Chesterfield consummated a real estate transaction on April 27, 2000 providing for the conveyance of real estate to the City of Chesterfield for the creation of the Chesterfield Valley Athletic Complex; and,

Whereas the Chesterfield Baseball and Softball Association and Ascension Athletic Association have been the largest user groups, of the Chesterfield Valley Athletic Complex since its inaugural opening in 1999; and,

Whereas the Chesterfield Baseball and Softball Association and Ascension Athletic Association provide opportunities for large numbers of Chesterfield youth and are therefore preferred user groups, of the Chesterfield Valley Athletic Complex since its inaugural opening in 1999; and,

Whereas the City and CCA entered into a Real Estate Contract dated April 27, 2000 ("Contract") pursuant to which CCA agreed to sell and City agreed to purchase approximately 25.77 acres of land, which became a part of the Chesterfield Valley Athletic Complex (CVAC). Section 5(ii) of The Real Estate Contract required that, prior to closing on the Contract, the City and CCA to enter into the Declarations and Covenants to a Cooperative Agreement between the City and the Chesterfield Community Association ("Prior Cooperative Agreement"), replacing the original 1996 Cooperative Agreement. The City and CCA hereby terminate the Prior Cooperative Agreement and enter into a new agreement ("New Cooperative Agreement") as herein stated. The original Real Estate Contract will not be terminated.

Whereas the parties acknowledge that Chesterfield Athletic Association (CCA) is collectively made up of two (2) equity members, Chesterfield Baseball and Softball Association (CBSA) and Ascension Athletic Association (AAA). The parties acknowledge and agree that for the purposes of establishing rights and responsibilities under the terms of this new Cooperative Agreement, it is desirable to identify each equity member separately. Because of CCA's rights under the current Cooperative Agreement and since CCA serves the residents of Chesterfield, the CBSA and AAA will hereinafter be referred to as Preferred User Group individually or Preferred User Groups collectively.

NOW THEREFORE, in consideration of the promises, agreements, covenants set further herein, the parties agree as follows:

1. TERMINATION OF PRIOR AGREEMENT

The City and CCA hereby terminate the prior Cooperative Agreements and enter into a new agreement ("New Cooperative Agreement") as herein stated.

2. PRIORITY SCHEDULING:

Preferred User Groups shall be granted first priority scheduling for the use of the CVAC, for the purposes of conducting adult and/or youth athletic leagues and practices associated with the league use. ("Priority Scheduling"). Priority scheduling does not

include special events, camps, schools, tournaments, charitable events, or events that the City partners or sponsors. Said Priority Scheduling is conditioned upon:

Composition of athletic leagues must consist of not less than fifty-one percent (51%) of Chesterfield residents. Upon request by City, Preferred User Groups shall provide to City proof of being comprised of 51% Chesterfield residents by submitting its roster for its league Programs, as defined for CBSA, as American and Training leagues for both softball and baseball.

In order to enjoy its' Priority Scheduling, Preferred User Groups shall submit all scheduling requests to the City in the following manner:

SPRING PROGRAMS: For all spring and summer programs, ("Spring Programs") schedules shall be provided as follows:

Preliminary Schedules for Spring Programs shall be submitted by November 15th of each calendar year or, if not so submitted, Preferred User Groups previous year's actual schedule for the Spring Programs shall be deemed as the submitted Preliminary Schedule.

Final Reservation Schedules for Spring Programs shall be submitted no later than February 1st of each year. Fifty percent (50%) of the total rental fee is due and payable with submission of the final reservation schedule and under no circumstances later than February 1st of each calendar year. In the event that the final reservation schedule or payment is not received by this time, the City reserves the right to initiate scheduling with alternative users.

Final Financial Commitment Schedule for Spring Programs shall be submitted, along with the payment for such scheduled games, not later than April 7th of each calendar year. In the event that the final commitment schedule or payment is not received by April 7th, the City reserves the right to contract with alternative users.

Preferred User Groups shall be permitted in all of the schedules

to submit intermittent dates for make-up games due to rainouts as defined in Paragraph 5 below. Preferred User Groups shall not be required to remit payment to City for such dates, as same may not be utilized.

FALL PROGRAMS: For all of the Preferred User Groups fall and winter programs, ("Fall Programs"), schedules shall be provided as follows:

Preliminary Schedules for Fall Programs shall be submitted by March 15th of each calendar year or, if not so submitted, Preferred User Groups previous year's actual schedule for the Fall Programs shall be deemed as the submitted Preliminary Schedule.

Final Reservation Schedules for the Fall Programs shall be submitted by July 1st of each year. Fifty percent (50%) of rental fee is due and payable with submission of the final reservation schedule and under no circumstances later than July 1st of each calendar year. In the event that the final reservation schedule or payment is not received by this time, the City reserves the right to initiate scheduling with alternative users.

Final Financial Commitment Schedule for Fall Programs shall be submitted, along with the payment for such scheduled games, not later than September 1st of each calendar year. In the event that the final commitment schedule or payment is not received by September 1st , the City reserves the right to contract with alternative users.

Preferred User Groups shall be permitted in all of the schedules to submit intermittent dates for make-up games due to Rainouts as defined in Paragraph 5 below. Preferred User Groups shall not be required to remit payment to City for such dates, as same may not be utilized.

Priority Scheduling shall be enjoyed by the Preferred User Groups as herein provided.

The City shall make every reasonable effort to accommodate those changes or additions to the schedule that occur between

the time that the Preliminary Schedules and the Final Schedules are submitted. However, the City does not guarantee to accommodate any such changes, and the Preferred User Groups recognize that City shall be scheduling other events and alternative users to maximize the City's use of the Chesterfield Valley Athletic Complex.

3. FACILITIES:

Preferred Users shall abide by the CVAC Rules and Responsibilities ("Exhibit A") and Park Rules and Regulations ("Exhibit B"), both of which may be revised by City from time to time.

4. TERM:

The Term of the Preferred User Group's Discount (as defined below) is up to and including the 2019 calendar year unless extended as herein provided.

The term of the Preferred User Group's Priority Scheduling shall run with the discount period. It is the intent of all parties that this cooperative priority scheduling relationship shall continue following the discount period, automatically renewable on an annual basis with the mutual consent of both parties, with the exception that the financial discounts will be discontinued after the calendar year 2019.

5. RENTAL RATES AND DISCOUNT:

Preferred User Groups, having 51% Chesterfield residents, as discussed in Paragraph 1, above, shall be entitled to use the CVAC at the Residential Rental Rates for league play and related practices, as herein provided.

The City shall periodically review and establish its field rental rates. The review shall include a comparison of rental rates to other rates in the market.

The City reserves its right to establish rental agreements and independent rates for special events, camps, schools,

tournaments, charitable events, or events that the City partners or sponsors. This agreement does not limit the City's abilities to contract with other entities for use of the Chesterfield Valley Athletic Complex.

The City agrees that it will not offer or charge other users a rental rate less than those offered to Preferred User Groups, with or without The Discount (defined below) for similar league or practice use. If such rate is so provided to another user, then Preferred Users shall also receive the benefit thereof prior to The Discount (defined below) being calculated in. This provision is applicable for league and related practice usage. This provision is not intended to limit or restrict the City with regard to rental agreements and independent rates for special events, camps, schools, tournaments, charitable events, or events that the City partners or sponsors.

Effective January 1, 2013, CBSA shall receive a discount from the Residential or other applicable Rental Rates for CBSA's usage of the CVAC. The discount to the applicable Rental Rates shall be $50,000.00 per year, up to and including the 2019 calendar year ("The Discount").

Effective January 1, 2013, AAA shall receive a discount from the Residential or other applicable Rental Rates for AAA's usage of the CVAC. The discount to the applicable Rental Rates shall be $50,000.00 per year up to and including the 2019 calendar year.

Except as otherwise herein provided, Preferred User Groups shall receive The Discount from the City in the form of a credit toward any rental payment sums due to the City from Preferred User Group in any given calendar year.

The Discount is to be credited against the first sums due and payable to the City from Preferred User Group in a calendar year. Thereafter, for any scheduled events by Preferred User Group, after having received The Discount credits toward its deposits or fee usage, Preferred User Group shall remit any or all amounts due and payable as defined in the terms of this agreement for usage of the complex. The actual discount

provided shall be deducted from the calculated rental payments due by Preferred User Group and any amounts remaining shall be remitted to the City for the continued usage of the CVAC in that year.

If Preferred User Group does not schedule the use of the CVAC fields in any given year in an amount sufficient to warrant the receipt of the full value of The Discount, $50,000 of rental revenue, then said Preferred User Group shall forfeit any unused portion of the discount not so utilized, and same shall not be able to be recouped in any subsequent year.

The City, however, specifically exempts from any rental rate schedules, upon which Preferred User Groups applicable rental rates are determined, special events, programs, camps tournaments, schools, charitable agencies, any events that the City sponsors or partners in.

The City shall not allow any outside agency, individual or entity, to use the Preferred User Groups to obtain preferred rental rates.

The Preferred User Groups may not transfer or assign rental rates or their discount.

Preferred User Groups shall be the only entities entitled to Preferred User Group rental rates and shall not transfer and/or submit the facilities or allow outside agencies to use Preferred User Group as any kind of straw party or agent.

Preferred User Groups agree that this Agreement shall not be assigned, without City's written agreement and any attempt of assignment by Preferred User Groups shall be null and void.

In the event that CBSA dissolves or becomes defunct for whatever reason, the benefit of this Declaration or any of the field discounts (the Fifty Thousand Dollar annual discount) under this Agreement are not assignable except as herein provided. For the purposes of this Agreement if CBSA dissolves the City shall have no further obligation to CBSA. The proposed field discount is not to be considered as having any cash value

and is only an obligation under the terms of this Agreement.

In the event that AAA dissolves or becomes defunct for whatever reason, the benefit of this Declaration or any of the field discounts (the Fifty Thousand Dollar annual discount) under this Agreement are not assignable except as herein provided. For the purposes of this Agreement if AAA dissolves the City shall have no further obligation to AAA. The proposed field discount is not to be considered as having any cash value and is only an obligation under the terms of this Agreement.

6. RAINOUTS:

The parties understand and acknowledge that from time to time it will be necessary to shut down the athletic fields for use. The parties agree that rainouts will be considered those times which the fields are closed when City, as owner, prohibits the use of the fields because of rain and rainouts shall not be considered shut down periods when a league or Preferred User Group "elects" not to play. To the extent possible, rainouts will be used as times for which the fields will be considered at rest, when possible, on the schedule.

7. INSURANCE:

Preferred User Groups shall maintain, during the term of this Agreement, at its own expense, insurance as follows: A comprehensive general liability insurance to include premises/ operations, products, personal injury, completed operations, incidental malpractice and contractual coverages and liquor liability coverage with a minimum limit of Two Million Dollars ($2,000,000.00) combined for any single occurrence and Three Hundred Thousand Dollars ($300,000.00) for any single person per occurrence and for property damage. The above coverages must be written by an insurer having an AM Best and Company Rating of at least A +. Said liability and insurance must cover the premises herein named and all of the activities pertaining to CCA.

Certificates of insurance shall be filed with the City prior to

commencement of this Agreement and provided annually hereafter and Preferred User Groups shall submit, during the course of this Agreement, at least fifteen (15) days prior to the expiration of any insurance policy, a certificate indicating and evidencing either a renewal or a new policy. City shall be named as an additional insured and it shall provide that the insurer shall, at least thirty (30) days prior to the expiration, amendment, or cancellation of any such policy, give the City notice in writing of such expiration, amendment, or cancellation.

7. INDEMNIFICATION:

Preferred User Groups shall, at their sole cost and expense, indemnify, hold harmless and protect the City, including its officers and employees, from and against any and all claims, damages, costs or expenses, including court costs and reasonable attorney's fees, for any claims arising out of Preferred User Groups use and activities under this Agreement. This indemnification is not applicable to challenges to the City's authority to enter in this Agreement or its terms.

8. ROUTINE OPERATIONS AND MAINTENANCE:

It is understood and agreed that City shall pay for all salaries, equipment, materials, and supplies necessary for the operation of the CVAC. Preferred User Groups shall not be required to expend any monies whatsoever for nominal costs of operating the facility. Chesterfield shall operate and maintain the facilities and the complex in accordance with the rules and regulations established by the St. Louis County Health Department and shall comply with all applicable governmental requirements. The City shall keep the premises in a clean and orderly condition and shall see to the proper collection of waste, garbage, and other debris.

9. DISORDERLY CONDUCT:

Preferred User Groups agree that they will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind and/or about the premises by its members or those

associated with Preferred User Group.

10. CONTINUOUS USE:

City agrees to continue to use the CVAC as a sports complex for use by Preferred User Groups in accordance with the terms set out herein until 12/31/2019 or as extended hereunder.

If City fails to continue the use of the CVAC for any reason, other than a sale or lease of the CVAC (in whole or part), then the City is obligated to extend the Term of the Discount as defined in Paragraph 3 above beyond 2019 for each season or year that the CVAC is not able to be used by the Preferred User Groups were therefore unable to receive The Discount.

However, upon the sale or lease of the CVAC (in whole or part), to an alternative user, then the City shall remit the remaining amount of The Discount due to Preferred User Groups on an annual basis (not to exceed $50,000 per year). The maximum payments due will be for the remaining number of years to the original term as defined in Paragraph 3 above. However, if there is a sale or lease for an alternate use that prohibits the Preferred User Group its use under this Agreement and to the extent the City receives compensation therefore, Preferred User Group will receive its remaining discount at the time of sale or lease. Both parties acknowledge that the City Council must appropriate any amounts due under this provision.

If at any time after the Term as defined in Paragraph 3 above, City desires not to use the CVAC as a sports complex, then neither party shall have any obligations to the other under this Agreement except as recorded documents reflect.

11. BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assignors. In addition, the parties expressly agree that the covenants and obligations imposed with respect to the use of the land under this Agreement shall run with the Land for the term set out herein.

12. NOTICES:

All notices and other communications required, permitted or desired to be given hereunder shall be in writing and shall be mailed by registered or certified mail, postage pre-paid, return receipt requested, or delivered by hand-delivery against receipt, or delivered by overnight delivery service to the following addresses:

If to CAA:
Michael Hejna, President
17814 Greyabbey Court
Chesterfield, MO 63005

If to CBSA:
Julie Peterson- Administrator – CBSA
Chesterfield Baseball & Softball Association
PO Box 991
17925 North Outer Forty Rd
Chesterfield, MO 63006

If to AAA:
Cory Kirwan, President
16774 Chesterfield Farms Drive
Chesterfield, MO 63005

With a copy to:
Charles Clemens, Vice President
15282 Signal Knob Court
Chesterfield, MO 63005

If to City:
Michael G. Herring, City Administrator
690 Chesterfield Parkway West
Chesterfield, MO 63017

With a copy to:
Michael O. Geisel, Director of Public Services
690 Chesterfield Parkway West
Chesterfield, MO 63017

13. GENERAL PROVISIONS

(a) In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

(c) Preferred User Groups and the City agree that this Agreement may be recorded in the Office of the Recorder of Deeds for St. Louis County, Missouri.

(d) The section headings or captions appearing in this Agreement are for convenience of reference only, are not a part of this Declaration and are not to be considered in interpreting this Agreement.

(e) This Agreement may not be amended, modified, altered or changed I any respect whatsoever, except by a further agreement in writing signed by the parties hereto.

(f) This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical.

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, City of Chesterfield, CAA and AS have executed this Agreement by their respective duly authorized representative effective as of the day and year first above-written.

City of Chesterfield
(City)

By:_____

Michael G. Herring - City Administrator

Chesterfield Athletic Association
(CAA)

By: _____
Michael Hejna - President

Chesterfield Baseball and Softball Association
(CBSA)

By: _____
Thomas Martin - President

Ascension Athletic Association
(AAA)

By: _____
Cory Kirwan – President

EXHIBIT A

Chesterfield Valley Athletic Complex
Rules and Regulations

GENERAL RULES

A. Reservations/Permit:

1. Information regarding rental of fields at the CVAC may be obtained by contacting the City's Recreation Manager of Facilities at (636) 812-9511 during regular business hours from 8:30a.m.-5:00p.m. on Mondays through Fridays.

2. Field usage is by permit only, unless otherwise designated by the City.

3. The following priorities have been established to ensure the fairest distribution of field usage: City of Chesterfield Programs and/or Partnerships; Returning Users/Organizations that are in good standing; all other users.

4. Both lit and non-lit sports fields (baseball/softball, football, multi-purpose, and soccer) at the CVAC are available by permit for usage by the public when not otherwise scheduled by the City.

5. To reserve a field(s), there must be ten (10) days notice. Sometimes it is possible to accommodate individuals or groups in less time but the best results will be with reservations requested a minimum of ten (10) days prior to the desired date(s) and time(s).

   Reservations for field use on an upcoming weekend (Friday evening, Saturday, and Sunday) must be made no later than Thursday by 5:00p.m. of the prior week.

6. During non-prime hours, sports fields are available for reservation and use for a minimum of one (1) hour. During prime hours, fields may only be reserved in two (2) hour increments.

   PRIME HOURS are defined as 5:00p.m.-10:00p.m., Monday through Friday and 8:00a.m.-10:00p.m. on Saturdays, Sundays and Holidays. The CVAC Season will range from March through November; weather dependent.

7. The permit and the responsible party (person(s) 21 years of age or older, who officially rented the field(s)) **MUST** be on-site when the field(s) is/are being used. Failure to comply may result in the forfeiture of the permit.

8. The usage of the CVAC shall be subject to the approval of a permit application, and shall be subject to the fees and conditions outlined in the CVAC "Rental Rates".

9. In order to qualify and receive the resident discounted rate, a minimum of one of the following must take place:
    a) Applicant **MUST** be a Chesterfield resident and/or an organization based in Chesterfield that is recognized by the City.
    b) League, team or individual **MUST** have a minimum of 51% of its participants being Chesterfield residents.
    c) Applicant **MUST** submit a current/valid roster(s) that include names and addresses of all participants indicating residents and non-residents.
    d) Applicant will be charged the general rate (non-resident rate) until a current/valid roster has been verified, approved and on file with the City.
    e) Any group, organization, individual who cannot verify residency percentages, will be charged the General Rate.

10. Dates and times must be made in blocks for consecutive dates and times unless otherwise approved by the City. Failure by Lessee to adhere to this policy will result in the Lessee being charged for any gaps in the schedule.

11. In the event of inclement weather and/or unplayable field conditions; the decision to cancel the use of the field(s) shall be at the sole discretion of the City. City staff may include information gathered with a soil moisture meter to determine the playability of fields in question. In this situation, the City will make alternate time(s) and date(s) available for make ups at no charge to the Lessee.

12. The Lessee shall leave the field(s) and surrounding areas in a clean, neat condition. All trash and debris must be picked up and deposited into the proper trash receptacles (recycling is highly recommended). If it is necessary for the City to provide cleaning services following the reserved activity, the Lessee may be charged an additional fee of $25.00 per field per day, and will review whether to permit future use by the Lessee.

13. The reservation is for the designated field(s) only, unless otherwise specified on the permit. The use of the field(s) is limited to the activity specified on the permit (i.e. soccer reservations must take place on the specified soccer fields or field as assigned.). If the Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees, utilize fields not designated on the permit, the Lessee will be charged for the usage of said fields.

14. The City reserves the right to schedule more than one (1) event, league, or tournament at a time, subject to field availability.

15. No apparatus or equipment may be located at the CVAC unless the use and location of equipment has received prior written approval and the facility permit contains that approval.

16. Unless specifically stated on the permit, it is understood that the gathering to be held is not a fundraiser. Also, that no admission/parking fee is to be charged; no tickets will be sold or collections taken; and that no items or services will be sold.

17. The City reserves the right to postpone, cancel or delay any activity at the CVAC.

18. The City must approve all tents, inflatables and canopies within the CVAC.

19. The sale of any merchandise and/or other novelties shall have the prior approval of the City.

20. The usage of the CVAC is non-transferable and no sublet shall be initiated by the Lessee.

21. The City reserves the right to allocate and/or assign all field(s) designations.

22. The City does not allow the charging of admission fees, sale of goods or services, or public solicitation on or in the CVAC without the expressed written consent of the City.

23. Lessee shall be responsible for providing first aid, cool down stations, etc. for all its participants, agents, volunteers, employees, assigns, successors, invitees, and licensees.

B. Facility Usage

1. The City through its representatives, agents, and employees, reserves the right to control all activities at the CVAC and to eject any person(s) who is objectionable and causes disfavor to the rules and regulations.

2. The City through its representatives, agents, and employees, may revoke any permit previously granted at any time if it is determined that the application for permit contained any of the following: Any misrepresentation and/or false statement; any condition set forth in the policies governing the permit requested is not being complied with; the safety of the participants in the activities of the applicant and/or other patrons of visitors to the CVAC is endangered by the continuation of such activity.

3. Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by City rules and regulations.

4. The Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees, agree to abide by all federal, state, county and municipal laws and ordinances.

5. Lessee is responsible to see that **ALL** activities are properly controlled; **ALL** rules are enforced, and **MUST** have a designated person(s) of authority on site at the CVAC at **ALL** times during activities.

6. Lessee agrees that he/she will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind and/or about the premises by its agents, servants, employees, assigns, successors, invitees and licensees.

7. No private property may be placed on or at the CVAC without the expressed written consent of the City. The City will not assume any responsibility for any private property that may be approved for placement.

8. The City reserves the exclusive right to all concession and vending at the CVAC. The Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees shall not bring in outside food and/or beverages into the CVAC.

9. The City prohibits the use of all types of tobacco products (pipes, cigars and cigarettes) or "vaping" with e-cigarettes, on any City owned property.

10. The City does not allow the use of golf carts and/or utility carts on or in the CVAC without the expressed written consent of the City.

11. The City does allow dogs at the CVAC, however they **MUST** be kept on a leash at all times, well behaved and cleaned up afterwards.

12. The City shall have the sole right to determine any and all decisions regarding the condition of the CVAC.

13. Only City personnel will be allowed to work on and prepare fields.

14. All CVAC polices are subject to the discretion of the City. The City reserves the right to modify or waive any policy as it deems necessary and in the best interest of the City.

15. Failure to comply with CVAC rules and regulations as well as the City's Park rules and regulations may result in the cancellation of the reservation(s), forfeiture of all fees/deposits, and forfeiture of the right to use the CVAC in the

future. Permits are revocable at any time for violation of rules, ordinances, federal, state, county or local laws.

C. Liability/Insurance:

1. The City will not be liable for any claims of injury for damages resulting from or arising out of the use of the CVAC or premises adjacent thereto and the Lessee agrees to indemnify the City and hold it harmless against any and all such claims, damages, losses, and expenses.

2. If requested by the City, the Lessee shall carry the following standard insurance policies along with their respective minimum coverage amounts required:
   a) Commercial General Liability Policy:
      - General aggregate of $2,500,000
      - Minimum of $500,000 per occurrence
      - Coverage shall be at least as broad as the most current ISO CG form (as of the writing of this from ISO CG 00 0196)
      - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and accepted by the City.

The following are general requirements, which are applicable to all policies:

i. General Liability shall be written by a carrier with an AM Best Rating of A:VII or higher in accordance with the Best Key Rating Guide.

ii. Only insurance carriers licensed and admitted to do business in the State of Missouri will be accepted.

iii. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.

iv. Claims-made policies will not be accepted.

v. The City, its officials, agents, servants, representatives, volunteers, subcontractors, and employees, are to be added as "Additional Insureds" to the General Liability Policy. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, agents, servants, representatives, volunteers, subcontractors and employees.

vi. Certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City without cost to the City prior to the scheduled complex usage.

LEAGUE RULES

1. These rules are in addition to the *General Rules* and in the event that there are conflicts between the *League Rules* and the *General Rules*, the *League Rules* shall take precedence.

2. Individuals and/or organizations interested in renting any part of the CVAC for league use shall submit a written request to the Recreation Manager - Facilities or designated City representative by January 1st for the year in which the request are being made. Requests shall include the following in order to be considered complete and ready to schedule:

   a) Name of League Director
   b) League Director address and phone number
   c) Requested dates, times, start date, end date, off dates, makeup dates, and number of fields requested
   d) Anticipated number of teams to participate
   e) Age group(s) of teams participating
   f) Special needs (i.e. mounds, pitching machines, goals, lined fields, etc.)
   g) Field dimensions
   h) Requested times and dates must be made in blocks for consecutive dates and times unless otherwise approved by the City

   Incomplete requests or request received after the deadline could result in the request being denied. If two or more individuals or organizations are requesting the same time(s), date(s), and field(s), the Recreation Manager - Facilities or other designated City representative will revert to the City's priorities listed above.

3. Each league shall designate to the City one (1) individual as League Director, who at all times shall have the authority to act on the behalf of the league. This individual shall work with the designated City representative on all activities associated with the leagues usage of the CVAC (permits, fees, schedules, rosters, insurance, etc.)

4. A City representative(s), at their discretion, shall be allowed to attend and speak to the Board of Directors and a managers/coaches meeting prior to the start of the season. Failure of the Lessee to adhere to this policy will result in the immediate termination of their contract and the forfeiture of their use of the CVAC for the season.

5. If the Lessee does not adhere to the submitted schedule, where activities were scheduled in blocks for consecutive dates and times, the Lessee will be charged for any and all gaps in the schedule, unless otherwise approved in writing by the City.

6. Leagues shall comply with **ALL** insurance requirements as specified above, and shall submit the certificates of insurance to the City prior to the start of the season.

7. In the event that the league/individual shall cancel any scheduled date(s) or times, for any reason other than inclement weather (as determined by the City), the league/individual shall be required to pay the City in full for said date(s) and times.

8. In the event of inclement weather and/or unplayable field conditions, the decision to cancel the use of the field(s) shall be at the sole discretion of the City. City staff may include information gathered with a soil moisture meter to determine the playability of fields in question. In this situation, the City will make alternate time(s) and date(s) available for make ups at no charge to the Lessee.

   If Lessee decides not to make up any or all portion of the games/practices, the Lessee shall be charged in full for all scheduled games/practices as outlined in the League Schedule.

9. Rental of Baseball/Softball fields for games shall include the initial marking of fields, bases, and pitching rubbers. All batting cages and soft toss nets are available at a first-come-first-serve basis, free of charge. However, teams may not use fence areas for soft toss.

10. Rental of Football fields for games shall include the initial marking of fields, goal posts and team benches. It shall be the sole responsibility of the Lessee to provide yard markers, chains, scoreboards etc.

11. Rental of Soccer fields for games shall include the marking of fields, goals, corner flags and player benches. However, teams may not use the goal areas during warm ups or in practices.

12. Rental of Multi-Purpose fields for various sporting games shall include the marking of fields, goals (if available) and player benches. However, teams may not use open space surrounding fields during warm ups.

TOURNAMENT RULES

1. These rules are in addition to the *General Rules* and in the event that there are conflicts between the *Tournament Rules* and the *General Rules*, the *Tournament Rules* shall take precedence.

2. Individuals, groups, or organizations interested in utilizing the CVAC for tournament usage must complete and submit the 'CVAC Application – Tournaments & Special Events' form to the Recreation Manager-Facilities or designated City representative.

Incompletion of the form may result in the denial of the request.

3. In the event that two or more Tournament Host request a specific date(s), time(s), or field(s) the Recreation Manager-Facilities or designated City representative will determine the assignment based on what is in the best interest of the City. However, a preference will be given to that Tournament Host who have demonstrated to the City acceptable administrative practices in preparing for previous tournaments; acceptable on-site tournament management; and that Tournament Host who have not cancelled previous tournaments or had any negative occurrences at previous tournaments held at the CVAC.

4. The City reserves the right to cancel tournament reservations.

5. The City reserves the right to schedule more than one (1) tournament or event at a time, subject to field availability.

6. Selected Tournament Host shall designate to the City one (1) individual as Tournament Director (21 years of age or older), whom at all times shall have the authority to act on the behalf of the Tournament Host. If the Tournament Director is not at the site for any reason, he/she must appoint a Co-Tournament Director (21 years of age or older) and this information must be on file with the City. This individual shall work with the designated City representative on all activities associated with the tournament (permits, fees, schedules, vendors, rosters, insurance etc.)

7. The Tournament Director shall be in communication with the City representative thirty (30) days, fourteen (14) days, and seven (7) days prior to the scheduled tournament to discuss any updates associated with the coordination of the tournament.

8. All outside vendors and vendor locations must be approved by the City. In the event the City approves the use of outside vendors, each vendor must complete a separate contract provided by the City.

   All vendors must provide their own supplies (i.e. tables, chairs, portable pop-up tents, extensions cord, and offsite storage) to operate their booth(s).

9. The City shall have the sole right to any sponsorship's that may be associated with the CVAC. This shall include the sole right to solicit and retain any fees, donations, naming rights, etc.

   Should the tournament have sponsorship agreements, such sponsorships may be acceptable unless they are directly competitive with City sponsorship agreements. In such event, the City sponsor(s) shall take precedence.

10. Tournament Host is responsible for providing a copy of all marketing and promotional materials including information regarding their activity. Use of the City's logo and/or other trademarked materials my not be used without expressed written consent of the City.

11. Tournament Host at no charge to the City shall provide mailing information (i.e. names, addresses, zip codes etc.) for each team entered into the tournament no later than two (2) weeks prior to the scheduled tournament.

12. Tournament Host will be charged for **ALL** games/activities or portion thereof played in the Tournament(s). However, in the event that scheduled games/activities are canceled due to inclement weather (as determined by the city) the City will provide make up dates and times as outlined in the Original Tournament Schedule.

In the event that the tournament would have to be cancelled in its entirety due to inclement weather (as determined by the City), the following method would be used to refund the Tournament Host for field rental fees:

a) 100% refund of all rental fees if the tournament is canceled by the City prior to the start of the tournament.

b) Once the Tournament has started, the Tournament Host shall pay in full for all games/activities or portions thereof played. The City shall only refund for the amount of those games/activities not played.

c) City will provide make-up date(s) and time(s) as outlined in the Original Tournament Rain Date Schedule. However, if the Lessee decides not to make up all or any portion of the Tournament games on the rain dates, the Lessee shall be charged in full for all scheduled games as outlined in the Original Rain Date Tournament Schedule.

13. Tournaments shall comply with **ALL** insurance requirements as specified in the *General Rules*.

14. In the event that the Tournament Host shall cancel any scheduled date(s) or time(s), for any reason other than inclement weather (as determined by the City), the Tournament Host shall pay the City a penalty fee in addition to their tournament fees at a rate of **$2,000 per day**.

13. Rental of Baseball/Softball fields for games shall include the initial marking of fields, bases, and pitching rubbers. All batting cages and soft toss nets are available at a first-come-first-serve basis, free of charge. However, teams may not use fence areas for soft toss.

14. Rental of Football fields for games shall include the initial marking of fields, goal posts and team benches. It shall be the sole responsibility of the Lessee to provide yard markers, chains, scoreboards etc.

15. Rental of Soccer fields for games shall include the marking of fields, goals, corner flags and player benches. However, teams may not use the goal areas during warm ups or in practices.

16. Rental of Multi-Purpose fields for various sporting games shall include the marking of fields, goals (if available) and player benches. However, teams may not use open space surrounding fields during warm ups.

15. In all cases, games/activities shall end no later than 12:00 A.M.

PRACTICE RULES

1. These rules are in addition to the *General Rules* and in the event that there are conflicts between the *Practice Rules* and the *General Rules*, the *Practice Rules* shall take precedence.

2. Rental of all fields will be "as is" (The meaning of "as is" will be that the City will not provide lined fields, goals, flags, any field preparations, bases, portable mounds, pitching machines, etc.)

3. Rental of Baseball/Softball fields for practices shall be "as is". Teams may not use fence areas for soft toss or hit into fencing.
4. Rental of Football fields for practices shall be "as is". Teams may not use game field(s) for practices of any kind; including special teams and/or field goal teams.

5. Rental of Soccer fields for practices shall be "as is". The City will not be required to provide goals for any practices.

6. Rental of Multi-Purpose fields for practices shall be "as is". The City will not be required to provide goals for any practices.

CATCH 22 MIRACLE FIELD

1. The Catch 22 Miracle Field will be made available at no charge, to all recognized organizations that have been qualified and pre-approved by the City, as long as they meet the following criteria:

    a) The group in question must be recognized as an organization that specializes and/or works with individuals with disabilities and/or special needs

b) The activity and/or function must be for individuals with a disability and/or special needs
c) One hundred percent (100%) of the participants involved must be diagnosed or recognized as an individual with a disability and/or special needs (This does not include administrators, coaches, parents or buddies)

2. The following priorities have been established to ensure the fairest distribution of field usage:

    a) City of Chesterfield Programs and/or Partnerships dealing with individuals with a disability and/or special needs
    b) Outside groups/organizations that conduct leagues that are inclusive to all individuals with a disability and/or special needs
    c) Outside groups/organizations conducting camps, clinics, tournaments, demonstrations, that are inclusive to all individuals with a disability and/or special needs
    d) Outside groups/organizations conducting leagues that are for individuals with a specific form of disability and/or special needs
    e) Outside groups/organizations conducting camps, clinics, tournaments, demonstrations, for individuals with a specific form of disability and/or special needs
    f) City of Chesterfield Programs and/or Partnerships
    g) All other users

3. Use of the Miracle Field is by permit only. All uses must be approved and scheduled through and by the City. Times and dates will be made as availability in the schedule permits.

4. The scheduling of the Miracle Field will be prioritized each year in the following manner:
    a) Returning Users/Organizations that are in good standing
    b) All other users

5. Soft soled rubber shoes (tennis shoes, running shoes, basketball shoes) will be the only footwear allowed on the Miracle Field.

6. No food or beverages other than water will be permitted on the Miracle Field.

EXHIBIT B
PARK RULES & REGULATIONS

ARTICLE I. IN GENERAL

Sec. 22-1. Unlawful to operate motor vehicles in certain areas of City parks.

No person shall operate a motor vehicle upon any unpaved area within a Chesterfield City park unless the area is specifically designated and posted to permit the operation of such vehicles in that area.

Sec. 22-2. Buses and certain trucks prohibited in City parks.

Trucks larger than a three-fourth (3/4) ton pickup truck and buses are prohibited from entering into a City park unless specific permission for same is obtained from the Director of Parks and Recreation or his/her designee. Trucks and buses having secured permission must park in areas so designated by the Director of Parks and Recreation or his/her designee or Police.

Sec. 22-3—22-15. Reserved.

ARTICLE II. PARKS RULES AND REGULATIONS

Sec. 22-16. Operating rules.

The Director of Parks and Recreation is hereby authorized to establish rules, which he/she determines are necessary to properly maintain, operate, develop, or construct City parks, facilities and/or trail areas, or to assure the safety of users of said parks and recreation facilities.

Sec. 22-17. Hours of operation.

City parks, facilities, and trail areas shall be open for public use during the period from sunrise to sunset with the exception of special use facilities such as aquatic centers, athletic complexes, amphitheaters; and in instances of special events and festivals, etc. It shall be unlawful for any person or persons (other than City personnel and/or concession/vending operators conducting City business therein) to occupy or be present in said park during any hours in which the park is not open to the public, unless written permission for extended use has been obtained from the Director of Parks and Recreation or his/her designee.

Sec. 22-18. Park, facility, and trail usage.

The City through its representatives, agents and employees, reserves the right to control the use of all City parks, facilities, and trail areas. In general, all City parks, facilities, and trail areas are to be open for the use by its residents; however, the City reserves the right to restrict the use of City parks, facilities, and

trail areas or portion thereof for programs, special events, festivals, rentals, construction, and ongoing maintenance and operations.

No organized programs, camps, special events, festivals, walks, runs, rides, etc. shall take place in a City park, facility and/or trail area without the expressed written consent of the Director of Parks and Recreation.

The City through its representatives, agents, and employees, reserves the right to control all activities at any City park, facility and/or trail area and to eject any person(s) who is objectionable and causes disfavor to the rules and regulations.

Park patrons, lessee's agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by all federal, state, county and municipal laws and ordinances.

No private property may be placed on or in City parks, facilities and/or trail areas without the expressed written consent of the Director of Parks and Recreation or his/her designee.

The City will not assume any responsibility for any private property that may be approved for placement.

The City shall have the sole right to determine any and all decisions regarding the condition and usage of the parks, facilities and trail areas.

Sec. 22-19. Meetings, Exhibitions, Parades, etc.

No person shall, without a permit:

(1) Conduct a public assembly, parade, picnic, or other event involving more than twenty (20) individuals;

(2) Conduct any exhibit, music or dramatic performance, fair, circus, concert, play, radio or television broadcast, other than a news transmission;

(3) Create or emit any Amplified Sound, except from a radio, recorder or other device possessed and used by an individual for his/her own enjoyment and operated in such a manner so as not to interfere with the use and enjoyment by another person;

(4) Station or erect any building, tent, canopy, stand, bandstand, stage, tower, scaffold, sound stage, platform, rostrum or other structure.

Permits may be obtained from the Director of Parks and Recreation. Permits may be issued pursuant to the guidelines set forth in Section 22-20.

Permits. 22-20

A permit for the use of a specific park, park area, facility or trail area may be obtained by applying to the Parks and Recreation Department in advance of the date for which the use of a specific park, park area, facility or trail area is sought. Persons issued a permit for the use of a specific park, park area, facility or trail area shall have preference to the use of the specific park, park area, facility or trail area reserved upon the dates and during the times indicated on the permit. A permit shall generally be issued when:

(1) The proposed activity or use of the park, facility or trail area will not reasonably interfere with or detract from the general public's enjoyment of the park, facility and/or trail area.

(2) The proposed activity or use is not reasonably anticipated to incite violence, crime or disorderly conduct.

(3) The proposed activity or use will not entail unusual, extraordinary or burdensome expense, and/or police/maintenance operation by the City.

(4) The location for the proposed activity or use is in an area deemed suitable by the Director of Parks and Recreation.

(5) The issuance of such permit shall not result in crowded or congested conditions due to the issuance of prior permits for the same day, or due to the anticipated number of attendees for the planned event.

(6) The proposed activity, use and/or equipment are deemed not to be a safety or liability issue.

Lessee is responsible to see that all activities are properly controlled; all rules are enforced, and must have a designated person(s) of authority on site at all times.

Lessee agrees that he/she will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind and/or about the premises by its agents, servants, employees, assigns, successors, invitees and licensees.

The City through its representatives, agents, and employees, may revoke the usage of any permit previously granted at any time if it is determined that the application for permit contained any misrepresentation or false statement, or that any condition set forth in the policies governing the permit requested is not being

complied with, or that the safety of the participants in the activities of the applicant or other patrons of or visitors to the park, facility and/or trail area is endangered by the continuation of such activity.

Sec. 22-21. Domestic animals.

(a) No person shall bring any animal into areas of a park, facility and/or trail area that have been marked by signs bearing that animals/pets are not allowed.

(b) No person shall bring any animal into playground areas.

(c) No person shall permit the running of a domestic animal at large, unless in a designated area such as a "Dog Park" or an "Off-Leash" area.

(d) Except as part of an organized, authorized, or supervised Parks and Recreation program or in a designated area such as a "Dog Park" or an "Off-Leash" area, all domesticated animals where permitted shall be restrained by a leash no more than six feet in length and held by a competent person.

(e) No vicious animal of any kind shall be brought into the park, facility and/or trail area at any time even though restrained as described above.

(f) No person shall ride or otherwise bring any horse, mule, pony or other such riding animal in any of the parks, facility and/or trail area, except where posted for use of special trails etc. or unless special written permission for said use is obtained in advance from the Director of Parks and Recreation.

(g) Where permitted, horses shall be thoroughly broken and properly restrained, and ridden with due care, and shall not be allowed to graze or go unattended.

(h) No animal shall be tethered to any bush, tree, shrub, or to any park structure.

(i) Any person bringing an animal into the parks, facilities and/or trail areas shall remove and dispose of all feces left by such animal.

Sec. 22-22. Disposal of trash.

(a) No person shall throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, storm sewer or drain flowing into such waters, any substances matter or thing, liquid or solid, which will or may result in the pollution of the waters.

(b) No person shall litter or cause to be littered any of the grounds, driveways, buildings or other structures of the parks, facilities, and/or trail areas by scattering, dumping, or leaving paper, garbage, cans, broken glass, bottles, ashes, rubbish, waste, or other trash. All such rubbish or waste shall be placed in the proper receptacles where they are provided. Where receptacles are not provided, all rubbish or waste shall be carried away from the park, facility and/or trail area by the person responsible for its presence and properly disposed of elsewhere.

(c) No person shall bring in or dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse, or other trash.

Sec. 22-23. Fires.

(a) No person shall build or attempt to build a fire in a park, facility and/or trail area except in an approved container and with written approval from the Director of Parks and Recreation.

(b) No person who has built any fire shall leave the place where the fire was built without first completely extinguishing the fire.

(c) No person shall drop, throw, or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other inflammable material, within any park, facility and/or trail area.

Sec. 22-24. Tobacco and smoking.

No person shall smoke or use tobacco products in any City park, facility and/or trail area, with the exception of parking lot areas.

Sec. 22-25. Camping.

Camping, whether in vehicles or not, is prohibited in City parks, facilities and/or trail areas unless where specific written approval has been made by the Director of Parks and Recreation.

Sec. 22-26. Tents, awnings and canopies.

No person shall erect, hang, or construct any tent/awning/canopy in any City park, facility and/or trail area unless where specific approval has been made by the Director of Parks and Recreation or his/her designee.

Sec. 22-27. Damaging property.

No person in a City park, facility and/or trail area shall;

(1) Willfully mark, deface, disfigure, injure, tamper with, displace or remove any building, bridge, table, bench, fireplace, railing, paving or paving material, water line or other public utility or parts or appurtenances thereof; sign, notice, or placard whether temporary or permanent; monument, stake, post or other boundary marker; or other structure or equipment, facility, trail or park property or appurtenances whatsoever, either real or personal.

(2) Dig or remove any soil, rock, stone, sand, shrub, tree or plants, downed timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means or agency.

(3) Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon or across such lands, except on special written permit by the Director of Parks and Recreation.

(4) Damage, cut, carve, transplant or remove any tree or plant, or injure the bark thereof; or pick the flowers or seeds of any tree or plant; or attach any rope, wire or other contrivance to any tree or plant; or dig in or otherwise disturb grass areas; or in any other way injure or impair the natural beauty or usefulness of any area.

(5) Climb any tree or walk, stand or sit upon monuments, vases, fountains, railings, fences or upon any other property not designated or customarily used for such purposes.

Sec. 22-28. Weapons prohibited.

No person shall carry or have in his/her possession any firearm, air pistol, air rifle, bow and arrow or any other instrument capable of launching or firing any projectile or noxious substance, whether propelled by gunpowder, gas, air, spring, or any other means, while within any park, facility, trail area, roadway, driveway, or other public place of the department. This section shall not apply to any law enforcement officer authorized by law to carry a weapon within the parks, facilities and/or trail areas.

Sec. 22-29. Bicycles.

(a) No person shall bring a bicycle(s) into any areas of a park, facility and/or trail areas that have been marked by signs bearing that bicycle usage is prohibited.

(b) It is required that children under the age of 17 wear an approved helmet (Snell or ANSI standards) when riding a bicycle in a City park, facility and/or trail area.

(c) No person shall leave a bicycle in a place other than a bicycle rack when such is provided and space is available.

(d) No person shall leave a bicycle lying on the pavement or in any place or position where other persons may trip over it or be injured by it.

(e) No person shall ride a bicycle on other than a graveled, wood chipped or paved vehicular road or path designated for that purpose, except a bicyclist may wheel or push a bicycle by hand over any grassy area or wooded trail or on any paved area reserved for pedestrian use.

(f) No person shall fail to comply with all traffic rules and regulations as apply to the operation of bicycles on City streets.

Sec. 22-30. Skateboards, in-line skates, coasters, scooters etc.

(a) No person shall ride or otherwise bring any skateboards, in-line skates, coasters, scooters or any other such riding apparatus in any parks, facilities and/or trail areas except where posted for designated use (designated trails/pathways, skateboard parks etc.).

(b) It is required that children under the age of 17 wear an approved helmet (Snell or ANSI standards) when riding skateboards, in-line skates, coasters, scooters or any other such riding apparatus in a City park, facility and/or trail area.

Sec. 22-31. Solicitations prohibited.

(a) No person shall solicit alms or contributions for any purpose whatsoever, whether public or private within any of the parks, facilities, and/or trail areas, except by written permission of the Director of Parks and Recreation, when such solicitations are of direct benefit to the Parks and Recreation Department's purposes and programs.

(b) No person shall offer to sell or exchange any article or thing, or do any hawking, peddling or soliciting of sales, or buy or offer to buy any article or thing in any of the parks, facilities, and/or trail areas, except when acting in pursuant to a concession/vending contract or with the written permission of the Director of Parks and Recreation or his/her designee.

(c) No person shall paste, glue, tack, place signs on windshields of cars or otherwise post any sign, placard, advertisement or inscription whatsoever, or to erect or cause to be erected any sign on any public lands or highways or roads adjacent to a park, facility and/or trail area without the expressed written consent of the Director of Parks and Recreation.

(d) No person shall announce, advertise or call the public attention in any way to any article or service for sale or hire without the expressed written consent of the Director of Parks and Recreation.

(e) No person shall campaign or solicit for petition whether public or private within any of the parks, facilities, and/or trail areas, except by written permission of the Director of Parks and Recreation, when such solicitations are of direct benefit to the City's purposes and programs.

Sec. 22-32. Concessions and vending.

The City reserves the exclusive right to all concession and vending at all parks, facilities and/or trail areas. This shall include, but not limited to food/beverage operations, bicycle and boat rentals, t-shirt and novelty sales etc.

Sec. 22-33. Closed areas.

No person shall enter an area or roadway in a park, facility and/or trail area closed to public access, unless authorized by the Director of Parks and Recreation or his/her designee.

Sec. 22-34. Traffic and motor vehicles.

(a) Persons operating a motor vehicle within a City park, facility and/or trail area shall operate the same in a careful and prudent manner.

(b) No person shall drive any motor vehicle on a driveway located in any of the City parks, facilities and/or trail areas at any speed over the posted speed limit.

(c) No person in a park, facility and/or trail area shall drive any vehicle on any area except the graveled or paved park and/or facility roads or parking areas provided for that purpose, or such other areas as may on occasion be specifically designated as temporary parking areas by the Director of Parks and Recreation.

(d) No person in a park, facility and/or trail area shall park a vehicle in other than an established or designated parking area, and such use shall be in accordance with the posted directions thereat and with the instruction of any attendant who may be present.

(e) No person shall leave, park or stop a motor vehicle within any City park, facility and/or trail area after the designated closing time unless authorized by the Director of Parks and Recreation or his/her designee.

(f) No trucks, buses, or other commercial vehicle exceeding a gross weight of (8,000 lbs) may enter any City park, facility and/or trail area unless

specific permission in writing is obtained from the Director of Parks and Recreation or his/her designee. This does not include vehicles delivering to or coming from the parks, facility and/or trail area, or vehicles engaged in work for the City.

(g) No person shall leave a parked vehicle in a City park, facility and/or trail area for the purpose of carpooling or the advertisement to sell said vehicle.

(h) No person shall operate a golf cart and/or utility cart on or in a City park, facility and/or trail area without the expressed written consent of the Director of Parks and Recreation or his/her designee.

Sec. 22-35. Glass bottles or containers prohibited.

No person shall bring into any City park, facility and/or trail area any glass bottles or containers.

Sec. 22-36. Gambling.

No person shall gamble, or participate in or abet any games of chance in a park, facility and/or trail area.

Sec. 22-37. Amusement rides, games, booths, activities, DJ's

The use of amusement rides, inflatables, games, booths, activities, portable barbeque pits, bands and DJ's etc. are prohibited in any City park, facility and/or trail area unless specifically approved in writing by the Director of Parks and Recreation or his/her designee.

Sec. 22-38. Swimming.

It shall be unlawful for any person in a park, facility and/or trail area to swim, bathe or wade in any waters or waterways in or adjacent to any park, facility, and/or trail area, except in such waters and at such places as are provided therefore, and in compliance with such regulation as are herein set forth or may be hereafter adopted. Nor shall any person frequent any waters or places customarily designated for the purpose of swimming or bathing, or congregate thereat, when such activity is prohibited by the Director of Parks and Recreation or his/her designee upon finding that such use of the water would be dangerous or otherwise inadvisable.

(a) Certain hours. It shall be unlawful for any person in a park, facility and/or trail area to frequent any waters or places designated for the purpose of swimming or bathing, or congregating thereat, except between such hours of the day as shall be designated by the Director of Parks and Recreation or his/her designee for such purposes for each individual area.

(b) Bath houses and Restrooms. It shall be unlawful for any person in a park, facility and/or trail area to dress or undress on any beach, or in any vehicle or other place, except in such restrooms, bathing houses or structures as provided for that purpose.

(c) No person shall be indecently exposed or nude in a park, facility and/or trail area unless in a Bath house or Restroom.

Sec. 22-39. Boating.

No person shall bring into or operate any boat, raft or other water craft, whether motor-powered or not, upon any waters, except at places designated for boating by the Director of Parks and Recreation, or as part of an organized, authorized, or supervised Parks and Recreation program/special event or when acting pursuant to a concessions/vending contract. Such activities shall be in accordance with applicable regulations as are now or may hereafter be adopted.

Sec. 22-40. Ice skating.

No person shall go onto the ice on any body of water in any park, facility or trail area.

Sec. 22-41. Sledding and snow boarding.

No person shall sleigh ride or snow board on/in any City park, facility and/or trail area.

Sec. 22-42. Fishing.

Except as otherwise provided herein, fishing is allowed in waters or waterways in or adjacent to any park, facility and/or trail pursuant to the Missouri Conservation Commission rules R.S. Mo. Ch252.

(a) No person shall fish off-shore in a park, facility and/or trail area, except where such locations have been specifically designated for such activity.

Sec. 22-43. Hunting.

(a) No person shall hunt, molest, harm, trap, kill, shoot at any animal, reptile or bird; or remove the eggs or nest or young of any bird; except snakes known to be deadly poisonous in any City park, facility and/or trail area.

(b) No person shall give or offer to give any animal or bird any noxious substance.

Sec. 22-44. Intoxicating beverages.

(a) The use of intoxicating beverages within the parks, facilities and/or trails is acceptable, with exception of where specifically prohibited by the Director of Parks and Recreation.
(b) No person shall enter any of the parks, facilities and/or trails while in an intoxicated condition nor shall that person remain therein while in an intoxicated condition whether intoxicated at the time of entering the parks, facilities and/or trail area or becoming intoxicated after entering.

(c) No one shall sell alcoholic beverages of any kind in a park, facility and/or trail area except when acting pursuant to a concession/vending contract.

(d) No minor shall possess or consume any intoxicating beverages at any time in any park, facility and/or trail areas.

Sec. 22-45. Fireworks and explosives.

Except as expressively permitted by the Director of Parks and Recreation, no person in a park, facility and/or trail shall bring or have in his/her possession, or set off or otherwise cause to explode or discharge or burn, any firecracker, torpedo, rocket, or other fireworks or explosives of inflammable material; nor shall any person throw them into any such area from land or highway adjacent thereto. This prohibition includes any substance, compound, mixture, or article that in conjunction with any other substance or compound would be dangerous.

Sec. 22-46. Games and activities.

(a) No person in a park, facility and/or trail area shall take part in or abet the playing of any games involving thrown or otherwise propelled objects such as stones, arrows, javelins, lawn darts, flying disc, golf, model airplanes, kites, bocce ball, dodge ball and horseshoes except in areas set apart for such forms of recreation or upon the written approval of the Director of Parks and Recreation.

(b) No person in a park, facility and/or trail area shall take part in or setup/construct the playing of any games involving the use of volleyball/badminton nets/poles; baseball, softball, stickball, whiffle ball, and kickball; soccer, lacrosse, field hockey, football, and cricket; except in areas set apart for such forms of recreation or upon the written approval of the Director of Parks and Recreation.

Sec. 22-47. City trails.

(a) Definitions and rules of construction. The following definitions and rules of construction apply to this section.

"City Trail" means any trail maintained or operated by the Parks and Recreation Department for use by pedestrians or cyclists.

"Cycle" means any device, other than a wheelchair, which is propelled by human power and has one or more wheels at least twenty (20) inches in diameter and a frame size of at least fourteen (14) inches.

"Pedestrian" includes any person walking, jogging, running, in-line skating or riding in a wheelchair.

"Wheelchair" means a chair mounted on wheels for use by disabled individuals.

(b) Trail use by motorized equipment/vehicles.

All motorized vehicles (cars, trucks, motorcycles, go karts, segways, toy vehicles, etc.), except for electrically assisted powered-mobility devices for persons with disabilities (wheelchairs and scooters) shall not use any trail, except for official and emergency vehicles.

(c) Trail use by cyclists.

(i) It is required that children under the age of 17 wear an approved helmet (Snell or ANSI Standards) when riding a bicycle on a City trail.

(ii) Every person operating a cycle upon a City trail shall ride as near to the right side of the trail as practicable, exercising due care when passing a pedestrian or other cyclist.

(iii) Persons operating cycles upon a City trail shall ride, single file when passing a pedestrian or other cyclist.

(iv) No person shall operate a cycle upon a City trail at a speed greater than 20 mph and as is reasonable and prudent under conditions then existing.

(v) Every person operating a cycle upon a City trail shall give an audible signal before passing a pedestrian or another cyclist.

(vi) Every person operating a cycle upon a City trail shall at all times exercise the highest degree of care to avoid colliding with another trail user, and shall always yield to pedestrians.

(d) Trail use by pedestrians.

(i) Pedestrians on a City trail shall remain as near to the right side of the trail as practicable.

(ii) Every pedestrian on a City trail shall give an audible signal before passing another pedestrian or cyclist.

(e) Trail use by dogs.

(i) All dogs shall be restrained by a leash no more than six (6) feet in length. The dog shall be reined in to within four (4) feet of the responsible person whenever it approaches or is approached by another trail user.

(ii) Any person bringing a dog onto a City trail shall remove and dispose of all feces left by such dog.

(f) Trail use by horses.

It shall be unlawful for any person in a park, facility and/or trail area to ride a horse, except on designated bridle trails. Where permitted, horses shall be thoroughly broken and properly restrained, and ridden with due care, and shall not be allowed to graze or go unattended, nor shall they be hitched to any rock, tree or shrub.

Sec. 22-48. Photos, Film and Video.

No person(s) in a park, facility and/or trail area shall take part in the taking of organized photo, film or video shoots etc., without the expressed written consent of the Director of Parks and Recreation or his/her designee.

Sec. 22-49. Provisions not applicable to employees.

The provision of these rules and regulations shall not be applicable to City employees or contractors of the City, while actually engaged in their official duties, nor shall the provisions of these rules and regulations be applicable to City officials while atten

STATE CONTRACT AND WORKING AGREEMENT BETWEEN THE CITY OF CHESTERFIELD AND THE CHESTERFIELD COMMUNITY ASSOCIATION

This Real Estate Contract and Working Agreement ("Contract"), made and entered into on this 27th day of April, 2000, by and between the City of Chesterfield (hereinafter referred to as "City") and the Chesterfield Community Association, a Missouri Not-for-Profit Corporation (hereinafter referred to as "CCA").

The City, by and through its City Council, enters into this agreement with the CCA, for the purpose of purchasing approximately 25.77 more or less acres of real property, which is currently an athletic facility immediately adjacent to the City of Chesterfield athletic facility located in North Outer 40 in the Chesterfield Valley, to provide adult and/or youth baseball, softball, and soccer programs and related events under the terms and conditions described herein.

NOW THEREFORE in consideration of the promises, agreements, covenants, and warranties set forth herein, the parties hereto agree as follows:

SECTION 1. LAND.: CCA owns approximately 25.77 acres of real property in the City of Chesterfield, County of St. Louis, State of Missouri, upon which is situated CCA's athletic complex consisting of ball fields, concession stand building, dugouts, baseball fields, field lights, backstops, and other improvements, all set out within the athletic complex.

(a) For the price and subject to the provisions herein, CCA agrees to sell and convey to the City, and City agrees to purchase from CCA, the parcel of land described on Exhibit A attached hereto (the "Land"); which Land is (i) located in the Chesterfield Valley on the north side of Highway 40/64 and consists of approximately 25.77 more or less acres, and (ii) currently forms the CCA's athletic complex.

(b) City acknowledges that it is purchasing the Land to continue to operate an athletic facility and to make the CCA athletic facility part of the City athletic fields.

(c) CCA is required to supervise CCA's contractor's completion of the construction of their complex in accordance with plan specifications (pathways, concessions building, dugouts, electric, water, sewer, irrigation, irrigation pump-well house, lights, fencing, etc.) and obtaining all

appropriate lien waivers. The parties agree to meet prior to closing to create a punch list of items to be completed after closing. Subsequent to the completion of the punch list, the City shall waive its rights against CCA under this provision. Conditioned upon Gundaker Commercial Group's acceptance of an assignment to the City of Chesterfield right to enforce the construction agreement between CCA and Gundaker Commercial Group.

SECTION 2. EQUIPMENT.: CCA owns, free and clear, all of the equipment identified on Exhibit B attached hereto ("Equipment") and will transfer same "as is" to City herewith all right, title, and interest therein. CCA will retain the right to use the tractor for a period of time not to exceed June 30, 2000.

SECTION 3. PURCHASE PRICE.: The ("Purchase Price") for the Land shall be a payment of Four Hundred Thousand Dollars ($400,000.00) as a cash payment payable at closing plus the City agrees to offset rental charges to be paid by CCA for the use of the City's Athletic Complex (CVAC) at the rate of One Hundred Thousand Dollars ($100,000.00) per year, in accordance with the terms contained in the Declaration and Cooperative Agreement marked Exhibit C and attached hereto ("Agreement").

SECTION 4. TITLE, SURVEY, AND DEED.:

(a) Promptly following the effective date, (defined as the date this contract is executed by the last of the CCA, City) City shall, at its sole cost and expense, (i) order from the Title Company a commitment to ensure the title to the Land, and (ii) order from a surveyor licensed in Missouri a survey of the Land. City shall cause a copy of the commitment and survey to be delivered to CCA and Chesterfield promptly upon their respective completion within ten (10) days following the City's receipt of the last of the commitment and survey, City shall notify seller of any title matters shown on the Commitment or the Survey to which it objects. City shall not be entitled to object to any general real estate taxes on the Land constituting a lien but not yet due and payable. Within ten (10) days of CCA's receipt of such notice, CCA may elect, by notice to City, to undertake to eliminate some or all of the objections prior to closing, prior to that CCA shall be obligated (without the necessity of notice from Chesterfield) to a) cause all deeds of trust and other financial encumbrances on the Land to be paid and discharged or released by the closing and b) provide the affidavits regarding mechanic's liens and parties in possession as set out below. If CCA elects not to eliminate all of the objections, the City shall have ten (10) days from the date of the City's receipt of notice from the CCA indicating CCA's

refusal to eliminate all of the objections or to terminate this contract, in which event, neither party shall have any liability to the other. If City does not terminate this contract as aforesaid, then all title matters of record and all matters disclosed in the survey, other than those objections that seller has agreed to eliminate by the date of closing, shall be deemed waived; provided that City's waiver of any title matters pursuant to the foregoing shall, in no way, be deemed to be a waiver by City of any other defects in title discovered that arise after the issue in said appointment or the said preparation of the survey.

(b) If this transaction shall close, CCA shall sell and convey to City the land by special warranty deed, subject to the permitted exceptions.

SECTION 5. CONDITIONS PRECEDENT.:

(a) City's and CCA's obligations to "close" this transaction shall be subject to and contingent upon fulfillment of the following conditions precedent;

(i) Within five (5) days following the effective date, the City shall have received a Phase I Environmental Study of the Land performed by Midwest Testing, Inc. and shall have determined that the results of such study are satisfactory to City. City shall provide CCA with a copy of such study upon its completion. City agrees to keep confidential prior to closing any results of its inspections or tests, except to the extent required to disclose such results by law. If City is required to disclose such results by law, City shall give CCA advanced written notice of such results and shall cooperate with CCA in making all legal required disclosures.

(ii) Prior to closing, the parties shall have entered into a Declaration and Cooperative Agreement between each other, related to the use of the CVAC fields, which is marked Exhibit C, that shall be recorded against the Land at closing ("Agreement"). The Agreement shall include the terms under which the City shall have an ongoing agreement and arrangement with CCA for CCA's use of the ball fields and athletic complex relating; but not limited to, terms of compensation; scheduling; annual field credits; CCA's transfer of all equipment; CCA's completion of current construction; and other appropriate matters as agreed by the parties.

(iii) CCA has advised the City that it is currently engaged in legal action instituted by the St. Charles Water District challenging the condemnation award paid by the St. Charles Water Company to CCA for the acquisition of

certain easement rights along the frontage of the CCA properties. City shall be provided by CCA all information with regards to the said litigation and the status thereof and this agreement is contingent upon the City's acceptance of the ongoing litigation of the and the responsibility for ongoing litigation and the City's determination that this litigation is such that the City shall be prepared to assume consequences therein. Said determination shall be in the sole discretion of City. If City pursues said litigation, City shall receive any added compensation paid for the right of way after costs and attorney's fees, if any.

(iv) If and when each of the conditions precedent listed above are satisfied or waived by both parties, the parties shall acknowledge such satisfaction, a waiver in a writing signed by both parties. If such a written acknowledgment is not signed by both parties by any applicable date, then either may thereafter terminate this contract by written notice given to the other provided, however, that such right of termination shall be deemed to be waived to the respect of any such unsatisfactory condition precedent if, after the applicable date for such condition precedent, the parties sign an acknowledgment that such a condition precedent has been satisfied and waived.

(v) In addition to the provisions set out above, the City's obligation to close on the sale of the land and to perform its other obligations hereunder shall be subject and contingent upon all representations and warranties of CCA set forth herein being true and correct through the closing and CCA having complied with its covenants hereunder.

(vi) In addition to the provisions set out above, CCA's obligation to close on the sale of the Land and to perform its obligations hereunder shall be subject and contingent upon all representations and warranties of City set forth herein being true and correct through the closing and by having complied with its covenants herein.

(vii) This Contract shall be terminated by either party pursuant to any of the sections above, and neither party shall have any liability to the other under this contract.

SECTION 6. CONDEMNATION.: If prior to the closing date, all or any part of the Land shall be taken in any proceedings by public authority (other than by City and other than by St. Charles Water Company as set out above) or any other body vested with the power of eminent domain, by condemnation or otherwise or

shall be acquired for public or quasi-public purposes or condemnation proceedings therefore shall be instituted, then and in such event, City shall have the right and option of terminating this Contract, said election to be exercised by City by giving CCA notice to such effect prior to the closing. In the event that the City shall so elect to terminate this Contract, both parties shall be relieved and released of any and all further actions related to the purchase of this property. Unless the Contract is terminated, it shall remain in full force and effect without any reduction in the purchase price and CCA shall assign, transfer and set over to City all of its right, title, and interest in and to any awards that may be made for such taking, and at the closing of this Contract, CCA shall convey to City such portion of the land as shall not have been so taken. City covenants that it will not take any action to acquire the Land or any portion thereof pursuant to City's power of eminent domain.

SECTION 7. CLOSING.:

(a) This transaction shall close on or before the date ("closing date") that is not more than ten (10) business days following the date upon which all conditions precedent set forth in Section 5 have been satisfied or waived pursuant to Section 5.

(b) Provided that all conditions precedent subject as set out in Section 5 hereof have been satisfied or waived, the following documents and or funds shall be executed and acknowledged and or deposited with the Title Company by the closing date:

(i) CCA shall execute and acknowledge and/or deposit the following:

a. The Deed; an affidavit to enable the Title Company to remove from City's title policy for the Land, the exceptions for unfilled mechanic's liens and rights of the parties in possession; evidence of record to release any deed of trust or encumbrance on the land or any other instrument which encumbers the land and which secures financing obtained by CCA or CCA's agents; the Agreement; any agreed upon conditions to include a bill of sale for all equipment being acquired by the City as identified on Exhibit B;

b. City shall execute and acknowledge and/or deposit a bank cashier's check and/or at the City's option, a wired transfer of funds in the amount of the purchase price payable to the order of the Title Company, as escrow agent; the Agreement executed by the City.

c. At closing the Management Agreement entered into the City and CCA dated the 26th day of April, 1996 shall terminate.

SECTION 8. POSSESSION; INSPECTIONS.: Possession of the Land shall be delivered to City as of the closing date; provided, however, that City, its agents, employees, and contractors shall have the right after the effective date, upon at least twenty four (24) hours advanced written notice to CCA to enter upon the Land for the purposes of making such tests, surveys, inquiries, and examinations of the Land as City deems necessary. To the extent that the City damages the Land in performing any activities related to this transaction, City shall repair the damage to substantially the same condition that existed prior to the occurrence of such damage. City shall indemnify CCA and hold CCA harmless with respect to any loss, costs, damages, or expenses, including unreasonable attorney's fees, resulting from or in connection with any damage to person or property, or any claim of damage to person or property relating to the City's activities on the Land.

SECTION 9. REPRESENTATIONS AND WARRANTIES.: In order to induce City to purchase the land, CCA makes the following representations and warranties:

(a) CCA is a not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Missouri, CCA has all necessary power and authority to own and transfer its property, including this property, and to transact the business in which it is engaged; CCA has full power and authority to enter into this contract, to execute and deliver the documents required of CCA herein, and to perform these obligations hereunder.

(b) To the knowledge of CCA, no hazardous substances (as hereinafter defined) have been placed or stored on the Land by CCA or its agents, or affiliates of CCA; CCA has not received any notice from any governmental authorities of the existence of hazardous substances on or beneath the surface of the Land, and CCA has no knowledge of any hazardous substances having been placed or stored on the Land by any previous owner of the Land unaffiliated with CCA. For the purposes of this Section, the terms "hazardous substances" shall mean any substance, the presence of which requires investigation or remediation under any applicable statutes, regulations, rules or ordinances of any governmental bodies, agencies, boards, or instrumentalities relating to the protection of health and the environment or that it is categorized as a hazardous waste, hazardous substance or hazardous constituent, solid waste or toxic substance or term

of similar import under any such environmental laws and regulations.

SECTION 10. BUYER'S REPRESENTATIONS AND WARRANTIES.: In order to induce CCA to sell the Land, City represents and warrants that City is a Third Class City, duly organized and validly existing and in good standing under the laws of the State of Missouri; City has all requisite power, authority, and legal capacity and legal rights to acquire, own, and hold the Land pursuant to this contract, and to execute, deliver and perform the terms of this contract and all other agreements; all actions on the party of City requisite for the execution, delivery and performance of this contract and the other agreements has been duly taken; the execution, delivery and performance of this contract and other agreements by City will not violate, be in conflict with, result in a breach of, or constitute a default under the Constitution and laws of Missouri or any debt limitation of or imposed upon the City or any ordinance of City.

SECTION 11. WAIVERS.: A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereto to be performed by the other party shall not be effective unless in writing signed by the waiving party and shall not be considered to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.

SECTION 12. NOTICES.: All notices and other communications required, permitted, or desired to be given hereunder shall be in writing and shall be mailed by registered or certified mail, postage pre-paid, return receipt requested, or delivered by hand-delivery against receipt, or delivered by overnight delivery service to the following addresses:

If to CCA: Michael Hejna, President CCA
2458 Old Dorsett Road, Suite 110
St. Louis, Missouri 63043

With a copy to: Tracy Gilroy
Attorney at Law
1610 Des Peres Road, Suite 300
St. Louis, MO 63131

If to City: Michael G. Herring, City Administrator
City of Chesterfield, Missouri
16052 Swingley Ridge Road
Chesterfield, Missouri 63017.

With a copy to: Douglas R. Beach
Attorney at Law
222 S. Central Ave., Suite 900
St. Louis, Missouri 63005

Any notice give by registered or certified mail or by overnight delivery service shall be deemed to have given on the date of the registration or certification thereof, or on the date deposited with the applicable overnight delivery service as the case may be, and any notice delivered by hand-delivery shall be deemed to have been given when actually delivered to the applicable address.

SECTION 13. BROKERS.: Each party represents and warrants to the other that it has had no dealings with any broker or agent in connection with this Contract. Each party agrees to indemnify and save the other harmless from all claims, liabilities, and expense, including reasonable attorney's fees, as a consequence as a breach of this representation.

SECTION 14. ENTIRE AGREEMENT.: This Contract contains the entire agreement between CCA and City and there are no other terms, conditions, promises, understandings, statements of representations, express or implied concerning the sale contemplated hereunder. Any amendment, alteration, change, or modification hereof, shall not be effective unless set forth in a written instrument executed by CCA and City.

SECTION 15. SUCCESSORS.: This Contract shall inure to the benefit of and bind the parties hereto and their legal representatives, successors, and assigns. CCA hereby agrees that this Contract will not be assigned by CCA, except as set out herein, and any attempt of assignment by CCA shall be null and void.

SECTION 16. REMEDIES CUMULATIVE.: All rights, privileges, and remedies afforded either party by this Contract shall be deemed cumulative and the exercise of one of such remedy shall not be deemed to be a waiver of any other right, remedy, or privilege provided for herein.

SECTION 17. SURVIVAL OF THE WARRANTIES, COVENANTS, AND AGREEMENTS.: All warranties, covenants, and agreements contained in this Contract shall survive the closing and delivery of the deed.

SECTION 18. APPLICABLE LAW.: This Contract shall be governed by, and construed in accordance with the laws of the State of Missouri.

SECTION 19. PARTIAL INVALIDITY.: If any provisions of this Contract or the application thereof of any party or circumstances shall, to any extent, be invalid or unenforceable, the remaining of this Contract shall not be affected thereby and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20. WEEKENDS AND HOLLIDAYS.: Notwithstanding any provision in this Contract to the contrary, if the deadline for the performance of any obligation by a party occurs on a Saturday, Sunday, or legal holiday recognized by the US Government or the State of Missouri, then such deadline shall automatically be extended to the first business day immediately following such Saturday, Sunday, or legal holiday.

SECTION 21.: CCA agrees to reimburse the City for maintenance conducted by the City during the Contract period should this Contract fail to close.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the date of first above written.

Chesterfield Community Association (CCA)

By: _____
Michael J. Hejda, President

City of Chesterfield, Missouri
(A Third-Class City Organized Under the laws of Missouri)

By: _____
It's City Administrator

EXHIBIT A

LEGAL DESCRIPTION

A tract of land in U.S. Surveys 102, 160, Township 46 North, Range 3 East, in the City of Chesterfield, St. Louis County, Missouri and being further described as follows:

Beginning at a point on the North line of Missouri State Highway 40TR as established by Cause #290860 of the Circuit Court for St. Louis County, recorded in Deed Book 6343, page 824 of the St. Louis County Records, said point being the Southeast corner of a tract of land conveyed to William Ash, Trustee, by deed recorded in Book 8782, page 658 of the St. Louis County Records; thence along the North line of said Highway 40TR, North 84 degrees 08 minutes 11 seconds West, 709.02 feet to the Southwest corner thereof; thence North 11 degrees 56 minutes 00 seconds West, 1,716.11 feet to Northwest corner thereof; thence North 83 degrees 35 minutes 11 seconds East, 678.23 feet to the Northeast corner thereof, thence South 11 degrees 56 minutes 00 seconds East, 1,867.68 feet to the point of beginning and containing 27.77 acres more or less according to survey executed by The Clayton Engineering Company July, 1996.

EXHIBIT B

P. O. Box 651
Chesterfield, MO 63017

[redacted]

CCA Inventory

Field equipment

1. Ford Ranger XLT Pickup 1993
2. John Deere Model 2155 Tractor with front loader
3. John Deere Gator 4x2 with Trailer
4. Kubota Tractor Model B7100 4-wd
5. Arctic Cat 4x4 300
6. Woods Bush Hog
7. 72" Toro Groundmaster 325-D
8. Landpride Split Seader
9. Snapper 21" Push Mower

Infield equipment

10. 2- Jiffy Line Striper (Painter)
11. 3- Push Line Marker (Marble Dust)
12. 2- Box Blade
13. 1- Infield Drag
14. 1- Blade Drag
15. Assortment of rakes, shovels, brooms, etc.

Concession Stand Equipment

16. 3- Crystal Tips Ice Machine
17. 2- Freezers (Upright & Chest unit)
18. 2- Commercial double door refrigerator
19. 1- Walk-In Cooler 8x12 (new)
20. 2- Propane Gas Grills
21. 14- Picnic Tables
22. 4-Sansung Cash Register
23. 2- Bunn Coffee Makers

Note: Any Coke items are property of Coke.*

[redacted]

Miscellaneous

24. 20- Metal Bleachers (portable)
25. 16- Metal Dugout Benches with backs
26. 1- Craftsman Air Compressor 5.5 HP 25 gals.
27. 1- Craftsman 6 Drawers Tool Chest
    assortment hand tools
28. 1- Hawk 16 HP Power Washer
29. 6- Full size soccer goals with mover
30. Assorted. mid/small size soccer Goals (metal break apart units)

DECLARATIONS AND COVENANTS RELATING TO A COOPERATIVE AGREEMENT BETWEEN THE CITY OF CHESTERFIELD AND THE CHESTERFIELD COMMUNITY ASSOCIATION

This agreement, made and entered this 27th day of April, 2000 by and between the City of Chesterfield, Missouri (hereinafter referred to as "City") and the Chesterfield Community Association, a Missouri Not-for-profit Corporation (hereinafter referred to as "CCA").

The City and the CCA on or about the 27th day of November, 1996, entered into a Cooperative and Maintenance Agreement ("Cooperative Agreement") The City and CCA hereby terminate the Cooperative Agreement and enter into a new agreement ("New Cooperative Agreement") as herein stated.

The City's present complex is known as the Chesterfield Valley Athletic Complex (CVAC);

The City and CCA entered into a Real Estate Contract dated April 27, 2000 ("Contract") pursuant to which CCA has agreed to sell and City has agreed to purchase land described on Exhibit A hereto ("Land"). The Land consists of approximately 25.77 acres.

The Land, once acquired by the City, shall become a part of the CVAC.

Section 5 (ii) of The Contract requires that, prior to closing on the Contract, the City and CCA to enter into the New Cooperative Agreement , and that the New Cooperative Agreement be recorded against the Land at closing. This New Cooperative Agreement, once agreed to and recorded shall be considered to meet the requirements of Section 5(ii) of the Contract .

NOW THEREFORE, in consideration of the promises, agreements, covenants set further herein, the parties agree as follows:

1. PRIORITY SCHEDULING:

The CCA shall be granted first priority scheduling for the use of the CVAC, the for the purposes of conducting adult and/or youth baseball, softball and soccer programs ("Priority Scheduling"). Said Priority Scheduling is conditioned upon

CCA being comprised of 51% fifty one percent Chesterfield residents. Upon request by City, CCA shall provide to City proof of being comprised of 51% Chesterfield residents by submitting its roster for its Fall and Spring Programs, as defined below.

In order to enjoy its Priority Scheduling, CCA shall submit all scheduling requests to the City in the following manner:

SPRING PROGRAMS: For all of CCA's spring and summer programs, ("Spring Programs") CCA shall submit schedules as follows:

Preliminary Schedules shall be submitted by November 15 of each year or, if not so submitted, CCA's previous year's actual schedule for the Spring Programs shall be deemed as the submitted Preliminary Schedule.

Final Reservation Schedules shall be submitted by February 1 of each year. Fifty percent (50%) of rental fee is due and payable.

Final Financial Commitment Schedule shall be submitted, along with the payment for such scheduled games, by April 7 of each year.

CCA shall be permitted in all of the schedules to submit intermittent dates for make-up games due to Rainouts as defined in Paragraph 5 below, CCA shall not be required to remit payment to City for such dates, as same may not be utilized.

FALL PROGRAMS: For all of CCA's fall and winter programs, ("Fall Programs"), CCA shall submit schedules as follows:

Preliminary Schedules shall be submitted by March 15 of each year or, if not so submitted, CCA's previous year's actual schedule for the Fall Programs shall be deemed as the submitted Preliminary Schedule.

Final Reservation Schedules shall be submitted by July 1 of each year. Fifty percent (50%) of rental fee is due and payable.

Final Financial Commitment Schedule shall be submitted, along with the payment for such scheduled games, by September 1 of each year.

CCA shall be permitted in all of the schedules to submit intermittent dates for make-up games due to Rainouts as defined in Paragraph 5 below, CCA shall

not be required to remit payment to City for such dates, as same may not be utilized.

~~Priority Scheduling shall be enjoyed by CCA in perpetuity as herein provided~~.

The City shall make every reasonable effort to accommodate those changes or additions to the schedule that occur between the time that the Preliminary Schedules and are the Final Schedules are submitted. However, the City does not guarantee to accommodate any such changes, and CCA recognizes that City shall be scheduling events around the CCA schedules.

2. FACILITIES:

CCA shall be entitled to the use of all portions of the CVAC, all soccer fields, parking lot, restrooms, and pavilions and shall abide by the CVAC Rules and Responsibilities ("Exhibit B") and Park Rules and Regulations ("Exhibit C"), both of which may be revised and published by City from time to time. The New Cooperative Agreement shall be read in conjunction with Exhibit B and Exhibit C and to the extent that this is a conflict the provisions the New Cooperative Agreement will control.

3. TERM:

CCA shall have the non-exclusive right to bring baseball/softball and soccer to the CVAC, for the use of current equity members of the CCA (CAA and Ascension).

The Term of CCA's Discount (as defined below) is up to and including 2019 unless extended as herein provided.

The term of CCA's Priority Scheduling shall run with CCA's discount period. It is the intent of both parties that this relationship shall continue following the discount period, however, it will require mutual consent of both parties.

4. RENTAL RATES AND DISCOUNT:

CCA, having 51% Chesterfield residents, as discussed in Paragraph 1, above, shall be entitled to use the CVAC at the Residential Rental Rates except as herein provided otherwise.

The City shall provide to CCA, as an Addendum to this New Cooperative Agreement, the current field rental rates and prices for the year 2000. The parties agree that, as to CCA, these rates shall be frozen, i.e. not increase, for five (5) years. Therefore, starting in year 2005, the parties agree that the City shall thereafter set its field rental rates to be competitive in the market.

Further, the City agrees to provide to no other user of the CVAC a rental rate, inclusive of any type of discount or credit, lower than CCA's established rental rate with or without The Discount (defined below) calculated in. If such rate is so provided to another user, then CCA shall also receive the benefit thereof prior to The Discount (defined below) being calculated in.

Starting in the year 2000, CCA shall receive a discount from the Residential or other applicable Rental Rates for CCA's usage of the CVAC. The discount to the applicable Rental Rates shall be $100,000.00 per year up to and including 2019, unless otherwise extended as herein provided. ("The Discount").

Except as otherwise herein provided, CCA shall receive The Discount from the City in a manner of a credit from any rental rate payments due the City from CCA in any given year of the Term as defined in Paragraph 3, above.

After the full amount of The Discount is received by CCA in a given year, then CCA shall remit the appropriate Rental Payments to the City for the continued usage of the CVAC in that year.

If CCA does not schedule the use of the fields in any given year enough to warrant the receipt of The Discount, i.e. over $100,000 of rental revenue, then CCA shall lose any portion of the discount not so utilized, and same shall not be able to be recouped in any subsequent year.

The timing of CCA's receipt of The Discount or credit shall be at CCA's election. Thereafter, for any scheduled events by CCA, after having been given the discount of One Hundred Thousand Dollars ($100,000.00) toward its fee usage, CCA shall remit the full amount due and payable for usage of the complex as would any other user in that year.

The City, however, specifically exempts from any rental rate schedules, upon which CCA applicable rental rates or upon which market rates are determined, any events that the City sponsors or partners in. This shall include, but is not limited to, tournaments that the City sponsors directly or partners in with CCA

or others, as a program where the City may use its fields as its in-kind contribution.

No outside agency, individual or entity, can use CCA to obtain CCA rates. CCA shall be the only entity entitled to CCA rates and shall not transfer and/or submit the facilities or allow outside agencies to use CCA as any kind of straw party or agent.

CCA agrees that this Agreement shall not be assigned by CCA, without City's written agreement and any attempt of assignment by CCA shall be null and void.

However, the parties acknowledge that CCA is made up of two (2) equity members, CAA and Ascension. These entities are beneficiaries of this contract and their participation in CCA and their use of the CVAC shall not be considered to be a prohibited assignment hereunder.

If CCA dissolves, then CAA and Ascension as they are currently constituted, may use the CVAC in the stead of CCA and in accordance with the terms of this agreement. CCA and its equity partners may change the way that they are constituted from time to time and City will not unreasonably refuse to recognize said changes for purposes of the equity members use if CCA dissolves.

In the event that CCA dissolves or becomes defunct for whatever reason, the benefit of this Declaration or any of the field discounts (the One Hundred Thousand Dollar annual discount) or the right to compensation under the Contract or this Agreement are not assignable except as herein provided. For the purposes of this Agreement if CCA dissolves and CAA and Ascension also dissolve, the City shall have no further obligation to CCA or its two equity members named above. The proposed field discount is not to be considered as having any cash value and is only an obligation under the terms of this Agreement.

5. RAINOUTS:

The parties understand and acknowledge that from time to time it will be necessary to shut down the athletic fields for use. The parties agree that rainouts will be considered those times which the fields are closed when City, as owner, prohibits the use of the fields because of rain and rainouts shall not be considered shut down periods when a league or CCA "elects" not to play. To the extent possible, rainouts will be used as times for which the fields will

be considered at rest, when possible, on the schedule.

6. INSURANCE:

CCA shall maintain, during the term of this Agreement, at its own expense, insurance as follows: A comprehensive general liability insurance to include premises/operations, products, personal injury, completed operations, incidental malpractice and contractual coverages and liquor liability coverage with a minimum limit of Two Million Dollars ($2,000,000.00) combined for any single occurrence and Three Hundred Thousand Dollars ($300,000.00) for any single person per occurrence and for property damage. The above coverages must be written by an insurer having an AM Best and Company Rating of at least A+. Said liability and insurance must cover the premises herein named and all of the activities pertaining to CCA.

Certificates of insurance shall be filed with the City prior to commencement of this Agreement and provided annually hereafter and CCA shall submit, during the course of this Agreement, at least fifteen (15) days prior to the expiration of any insurance policy, a certificate indicating and evidencing either a renewal or a new policy. City shall be named as an additional insured and it shall provide that the insurer shall, at least thirty (30) days prior to the expiration, amendment, or cancellation of any such policy, give the City notice in writing of such expiration, amendment, or cancellation.

7. INDEMNIFICATION:

CCA shall, at its sole cost and expense, indemnify, hold harmless and protect the City, including its officers and employees, from and against any and all claims, damages, costs or expenses, including court costs and reasonable attorney's fees, for any claims arising out of CCA's use and activities under this Agreement. This indemnification is not applicable to challenges to the City's authority to enter in this Agreement or its terms.

8. ROUTINE OPERATIONS AND MAINTENANCE:

It is understood and agreed that City shall pay for all salaries, equipment, materials, and supplies necessary for the operation of the CVAC. CCA shall not be required to expend any monies whatsoever for nominal costs of operating the facility. Chesterfield shall operate and maintain the facilities and the complex in accordance with the rules and regulations established by the St. Louis County Health Department and shall comply with all applicable

government requirements. The City shall keep the premises in a clean and orderly condition and shall see to the proper collection of waste, garbage, and other debris.

9. DISORDERLY CONDUCT:

CCA agrees that it will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind and/or about the premises by its members or those associated with CCA.

10. CONTINUOUS USE:

City agrees to continue to use the CVAC as a sports complex for use by CCA in accordance with the terms set out herein until 2019 or as extended hereunder .

If City fails to continue the use of the CVAC for any reason, other than a sale or lease of the CVAC (in whole or part), then the City is obligated to extend the Term of the Discount as defined in Paragraph 3 above beyond 2019 for each season or year that the CVAC is not able to be used by CCA and CCA was therefore unable to receive The Discount.

However, upon the sale or lease of the CVAC (in whole or part), to an alternative user, then the City shall remit the remaining amount of The Discount due to CCA on an annual basis (not to exceed $100,000 per year). The maximum payments due will be for the remaining number of years to the original term as defined in Paragraph 3 above. However, if there is a sale or lease for an alternate use that prohibits CCA its use under this Agreement and to the extent the City receives compensation therefore CCA will receive its remaining discount at the time of sale or lease. Both parties acknowledge that the City Council must appropriate any amounts due under this provision.

If at any time after the Term as defined in Paragraph 3 above, City desires not to use the CVAC as a sports complex, then neither party shall have any obligations to the other under this Agreement except as recorded documents reflect.

11. BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of the parties

hereto and their respective legal representatives, successors and assignors. In addition, the parties expressly agree that the covenants and obligations imposed with respect to the use of the land under this Agreement shall run with the Land for the term set out herein.

12. NOTICES:

All notices and other communications required, permitted or desired to be given hereunder shall be in writing and shall be mailed by registered or certified mail, postage pre-paid, return receipt requested, or delivered by hand-delivery against receipt, or delivered by overnight delivery service to the following addresses:

If to CCA:	Michael Hejna, President CCA 2458 Old Dorsett Road, Suite 110 St. Louis, Missouri 63043
With a copy to:	Tracy Gilroy Attorney at Law 1610 Des Peres Road, Suite 300 St. Louis, MO 63131
If to City:	City of Chesterfield, Missouri 16052 Swingley Ridge Road Chesterfield, Missouri 63017. Attention: Michael G. Herring, City Administrator
With a copy to:	Douglas R. Beach Attorney at Law 222 S. Central Ave., Suite 900 St. Louis, Missouri 63105

13. GENERAL PROVISIONS:

(a) In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

(c) CCA and the City agree that this Agreement may be recorded in the Office of the Recorder of Deeds for St. Louis County, Missouri.

(d) The section headings or captions appearing in this Agreement are for convenience of reference only, are not a part of this Declaration and are not to be considered in interpreting this Agreement.

(e) This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by a further agreement in writing signed by the parties hereto.

(f) This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical.

IN WITNESS WHEREOF, City of Chesterfield and CCA have executed this Agreement by their respective duly authorized representative effective as of the day and year first above-written.

Chesterfield Community Association (CCA)

By: _____
Michael J. Heina, President

City of Chesterfield, Missouri
(A Third-Class City Organized Under the laws of Missouri)

By: _____
Its City Administrator

EXHIBIT A

LEGAL DESCRIPTION

A tract of land in U.S. Surveys 102, 150, Township 45 North, Range 3 East, in the City of Chesterfield, St. Louis County, Missouri and being further described as follows:

Beginning at a point on the North line of Missouri State Highway 40TR as established by Cause #290860 of the Circuit Court for St. Louis County, recorded in Deed Book 6343, page 824 of the St. Louis County Records, said point being the Southeast corner of a tract of land conveyed to William Ash, Trustee, by deed recorded in Book 8782, page 658 of the St. Louis County Records; thence along the North line of said Highway 40TR, North 84 degrees 08 minutes 11 seconds West, 709.02 feet to the Southwest corner thereof; thence North 11 degrees 56 minutes 00 seconds West, 1,716.11 feet to Northwest corner thereof; thence North 83 degrees 35 minutes 11 seconds East, 678.23 feet to the Northeast corner thereof, thence South 11 degrees 56 minutes 00 seconds East, 1,867.58 feet to the point of beginning and containing 27.77 acres more or less according to survey executed by The Clayton Engineering Company July, 1996.

EXHIBIT B

Chesterfield Valley Athletic Complex
Rules and Responsibilities

1. The City of Chesterfield reserves the exclusive right to all concession and vending at the Chesterfield Valley Athletic Complex. No food and beverages may be brought into the CVAC.

2. The decision to cancel use of CVAC due to inclement weather/wet field conditions shall be the responsibility of the Chesterfield Division of Parks, Recreation and Arts.

   a) If the City cancels the activity and/or use prior to scheduled date (s) and time (s), the lessee shall not be charged for said date (s) and time (s).

   b) If the activity or use is cancelled after the said date (s) and time (s) have begun, the lessee will be charged for said date (s) and time (s).

3. The City of Chesterfield, through it's representatives, agents, and employees, reserves the right to control all activities on its facilities and to eject any person(s) who is objectionable and causes disfavor to the rules and regulations of its facilities.

4. The City of Chesterfield through it's representatives, agents, and employees, may revoke any permit previously granted at any time if it is determined that the application for permit contained any misrepresentation or false statement, or that any condition set forth in the policies governing the permit requested is not being complied with, or that the safety of the participants in the activities of the applicant or other patrons of or visitors to the parks is endangered by the continuation of such activity.

5. The City of Chesterfield does not allow the charging of admission fees, sale of goods or services, or public solicitation on its facilities without the expressed, written permission of the Superintendent of Parks, Recreation and Arts.

6. The City of Chesterfield will not be liable for any claims for injury or damages resulting from or arising out of the use of the City's facility or premises adjacent thereto and the lessee agrees to indemnify the City and hold it harmless against any and all such claims, damages, losses, and expenses. If requested by the City, the lessee shall carry the following standard insurance policies along with their respective minimum coverage amounts required:

   a) Workers Compensation Policy:

      - Statutory amounts required by Missouri Law.
      - Employers' Liability: $500,000.
      - Should organization or individual have no employees, they shall sign an affidavit to such effect and shall indemnify, protect, and defend the City from any claim arising from a person claiming to be an employee.

b) Commercial General Liability Policy:

- General aggregate of $1,000.000 and
- Minimum of $500,000 per occurrence.
- Coverage shall be at least as broad as the most current ISO CG form (as of the writing of this from ISO CG 00 0196).
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance by the City.

The following are general requirement, which are applicable to all policies:

1) General Liability shall be written by a carrier with an AM Best Rating of A:VII or higher in accordance with the Best Key Rating Guide.

2) Only insurance carriers licensed and admitted to do business in the State of Missouri will be accepted.

3) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.

4) Claims-made policies will not be accepted.

5) The City, its officials, agents, servants, representatives, volunteers, subcontractors and employees, are to be added as "Additional Insureds" to the General Liability Policy. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, agents, servants, representatives, volunteers, subcontractors and employees.

6) A waiver of subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.

7) Certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City without cost to the City prior to scheduled facility usage.

7. The lessee, its agents, servants, employees, assigns, successors, invitees, and licensees, agree to abide by all federal, state and municipal laws and ordinances.

8. Lessee is responsible for reparation of any damages arising from applicant's use of Chesterfield facilities and property.

9. Use of facilities are non-transferable and no sublet shall be initiated by the lessee.

10. The use of tobacco is prohibited by ordinance within the facility.

11. Animals are prohibited within the facility.

12. Lessee is responsible to see that all activities are properly controlled and supervised. League and tournament rentals must have a designated person(s) of authority on site for all activities.

13. City of Chesterfield assumes no responsibility for any private property placed on its facilities or damages arising from its placement.

14. Lessee shall specify field(s) size, base lengths, pitching distance, lights, and if the fields are to be prepped at the time of application.

15. Field usage is by permit only, unless otherwise designated by the City.

16. The City reserves the right to allocate and/or assign field designations as needed.

17. An additional fee will be charged for lights per field for each hour of usage.

18. A fee will be charged for any additional field preparations other than the initial setup.

19. To receive the discounted rate, the following must take place:

a) Applicant must be a Chesterfield Resident and/or an organization based in Chesterfield.
b) League, Team, Tournament, Individual must have a minimum of 51% of its participants being Chesterfield Residents.
c) Applicant must submit a current/valid roster (s) that include names and addresses of all participants indicating residents and non-residents.
d) Permits will not be issued until the applicant has verified roster, and a league/tournament schedule on file with the City.
e) Any group, organization, individual who cannot verify residency percentages, will be charged the General Rate.

20. Rental Fees and Deposits:

a) One-Time Only Rentals – Must submit the entire fee at the time of reservation.
b) On-Going Rentals – Must submit 50% of the rental rate at the time of reservation, and submit remaining rental fees two (2) weeks prior to scheduled rental date (s).
c) All Lessee's must submit 20% of the total rental fee as a damage deposit two (2) weeks prior to the reserved scheduled date (s).

21. Lessee will be charged for all date (s) and time (s) reserved regardless of usage. Refunds will only be given in situations outlined in 2a.

22. Lessee and lessee's quests shall at all times agree to fully abide by City of Chesterfield Park Rules and Regulations.

City of Chesterfield

EXHIBIT C

PARK RULES & REGULATIONS

Domestic Animals:

- No person shall bring any animal into areas of a park that have been marked by signs bearing the words "No animals allowed in this area."
- No person shall allow a dog or other domesticated animal into any waters or waterways in or adjacent to any park for any purpose.
- No person shall bring any animal into playground areas.
- No person shall permit the running of a domestic animal at large.
- Except as part of an organized, authorized, or supervised Parks, Recreation and Arts program, all domesticated animals in those areas of a park where such animals are permitted shall be restrained by a leash no more than six feet in length and held by a competent person.
- No vicious animal of any kind shall be brought into the park at any time even though restrained as described above.
- No person shall ride or otherwise bring any horse, mule, pony or other such riding animal in any of the parks, except where posted for use of special trails etc. or unless special permission for said use is obtained in advance from the Superintendent of Parks, Recreation and Arts.
- Where permitted, horses shall be thoroughly broken and properly restrained, and ridden with due care, and shall not be allowed to graze or go unattended.
- No animal shall be tethered to any bush, tree, shrub, or to any park structure.
- Any person bringing an animal into the parks shall remove and dispose of all feces left by such animal.

Disposal of Trash

- No person shall throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, storm sewer or drain flowing into such waters, any substances matter or thing, liquid or solid, which will or may result in the pollution of the waters.
- No person shall litter or cause to be littered any of the grounds, driveways, buildings or other structures of the parks, by scattering, dumping or leaving, paper, garbage, cans, broken glass, bottles, ashes, rubbish, waste, or other trash. All such rubbish or waste shall be placed in the proper receptacles where they are provided. Where receptacles are not provided, all rubbish or waste shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere.
- No person shall bring in or dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, or refuse, or other trash.

Fires

- No person shall build or attempt to build a fire in a park except in an approved container and with written approval from the Superintendent of Parks, Recreation and Arts.
- No person who has built any fire shall leave the place where the fire was built without first completely extinguishing the fire.

- No person shall drop, throw, or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other inflammable material, within any park area.

Camping

- Camping, whether in vehicles or not, is prohibited in city parks unless specifically approved by the Superintendent of Parks, Recreation and Arts.

Damaging Property

- No person in a city park shall:

  1. Willfully mark, deface, disfigure, injure, tamper with, displace or remove any building, bridge, table, bench, fireplace, railing, paving or paving material, water line or other public utility or parts or appurtenances thereof; sign, notice, or placard whether temporary or permanent; monument, stake, post or other boundary marker; or other structure or equipment, facility or park property or appurtenances whatsoever, either real or personal.

  2. Dig or remove any soil, rock, stone, sand shrub, tree or plants, down timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means or agency.

  3. Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon or across such lands, except on special written permit.

  4. Damage, cut, carve, transplant or remove any tree or plant, or injure the bark thereof; or pick the flowers or seeds of any tree or plant; or attach any rope, wire or other contrivance to any tree or plant; or dig in or otherwise disturb grass areas; or in any other way injure or impair the natural beauty or usefulness of any area.

  5. Hunt, molest, harm, trap, kill, shoot at any animal, reptile or bird; or remove the eggs or nest or young of any bird; except that snakes known to be deadly poisonous may be killed on sight.

  6. Give or offer to give any animal or bird any noxious substance.

Weapons Prohibited

- No person shall carry or have in his possession any firearm, air pistol, air rifle, bow and arrow or any other instrument capable of launching or firing any projectile or noxious substance, whether propelled by gunpowder, gas, air, spring, or any other means, while within any park, roadway, driveway, or other public place of the department. This section shall not apply to any law enforcement officer authorized by law to carry a weapon within the parks.

Bicycles

- No person shall leave a bicycle in a place other than a bicycle rack when such is provided and space is available.
- No person shall ride a bicycle on any road between sunset and before sunrise without an attached headlight plainly visible or without a red taillight or red reflector plainly visible.
- No person shall leave a bicycle lying on the paving or in any place or position where other persons may trip over it or be injured by it.
- No person shall ride a bicycle on other than a paved vehicular road or path designated for that purpose, except a bicyclist may wheel or push a bicycle by hand over any grassy area or wooded trail or on any paved area reserved for pedestrian use.
- No person shall fail to comply with all traffic rules and regulations as apply to the operation of bicycles on city streets.

Skateboards

- The use of skateboards within a City Park is prohibited.

Solicitations Prohibited

- No person shall solicit alms or contributions for any purpose whatsoever, whether public or private within any of the parks, except by written permission of the Superintendent of Parks, Recreation and Arts, when such solicitations are of direct benefit to the Parks, Recreation and Arts division's purposes and programs.
- No person shall offer to sell or exchange any article of thing, or do any hawking, peddling or soliciting of sales, or buy or offer to buy any article or thing in any of the parks, except when acting pursuant to a concession contract.

Closed areas

- No person shall enter an area or roadway in a park closed to public access, unless authorized by the Superintendent of Parks, Recreation and Arts.

Traffic and Motor Vehicles

- Persons operating a motor vehicle within city parks shall operate the same in a careful and prudent manner.
- No person shall drive any motor vehicle on a driveway located in any of the city parks at any speed over ten (10) miles per hour.
- No person in a park shall drive any vehicle on any area except the paved park roads or parking areas provided for that purpose, or such other areas as may on occasion be specifically designated as temporary parking areas by the Superintendent of Parks, Recreation and Arts.
- No person in a park shall park a vehicle in other than an established or designated parking area, and such use shall be in accordance with the posted directions thereat and with the instructions of any attendant who may be present.
- No person shall leave, park or stop a motor vehicle within any city park after the designated closing time unless authorized by the Superintendent of Parks, Recreation and Arts.
- No trucks, buses, or other commercial vehicle exceeding a gross weight of (8,000 lbs) may enter any city park unless specific permission in writing is obtained from the Superintendent of parks, Recreation and Arts. This does not include vehicles delivering to or coming from the parks, or vehicles engaged in work for the city.
- No person shall leave a parked vehicle for the purpose of carpooling or the advertisement to sell said vehicle.

Provisions not applicable to employees: The provisions of this chapter shall not be applicable to park employees while actually engaged in their official duties, nor shall the provisions of this chapter be applicable to city officials while attending to park business.

Glass Bottles or containers prohibited

- No person shall bring into any city park any glass bottles or containers.

Gambling

- No person shall gamble, or participate in or abet any games of chance in a park.

Amusement Rides, Games, Booths, Activities, DJ's

- The use of amusement rides, games, booths, activities, bands and DJ's etc. are prohibited in any city park unless specifically approved by the Superintendent of Parks, Recreation and Arts.

Hours of Operation

- City parks shall be open for public use during the period from sunrise to sunset unless posted otherwise. It shall be unlawful for any person or persons (other than city personnel conducting city business therein) to occupy or be present in said park during any hours in which the park is not opened to the public, unless permission for extended use has been obtained from the Superintendent of Parks, Recreation and Arts.

Swimming

- No person shall swim, bathe or wade in any waters or waterways in or adjacent to any park, nor shall any person climb on rocks in any waters or waterways in or adjacent to any park, except in such waters and at such places as are provided therefor, and in compliance with park regulations.

Ice Skating

- No person shall go onto the ice on any body of water in any park.

Sledding/Snow Boarding

- No person shall sleigh ride or snow board on/in any city park.

Fishing

- Except as otherwise provided herein, fishing is allowed in waters or waterways in or adjacent to any park pursuant to the Missouri Conservation Commission rules R.S. Mo. Ch 252.

Intoxicating beverages

- The use of intoxicating beverages within the parks is acceptable, with the exception of where specifically prohibited by the Superintendent of Parks, Recreation and Arts.
- No person shall enter any of the parks or public places of the department while in an intoxicated condition nor shall that person remain therein while in an intoxicated condition whether intoxicated at the time of entering the parks or becoming intoxicated after entering.
- No one shall sell alcoholic beverages of any kind in a park except with the written permission of the Superintendent of Parks, Recreation and Arts.
- No minor shall possess or consume any intoxicating beverages at any time in any park area.

Fireworks and Explosives

- Except as expressly permitted by the mayor and council, no person in a park shall bring or have in his possession, or set off or otherwise cause to explode or discharge or burn, any firecracker, torpedo, rocket, or other fireworks or explosives of inflammable material; nor shall any person throw them into any such area from land or highway adjacent thereto. This prohibition includes any substance, compound, mixture, or article that in conjunction with any other substance or compound would be dangerous.

Games

- No person in a park shall take part in or abet the playing of any games involving thrown or otherwise propelled objects such as stones, arrows, javelins or model airplanes except in areas set apart for such forms of recreation or upon the approval of the Superintendent of Parks, Recreation and Arts.

Operating rules

- The Superintendent of Parks, Recreation and Arts is hereby authorized to establish rules which he determines are necessary to properly maintain, operate, develop, or construct city parks and recreation facilities, or to