



**AGENDA REVIEW MEETING  
CHESTERFIELD CITY COUNCIL  
Monday, July 17, 2017  
6:15 PM**

**1. Appointments**

- Debbie Mueller – Chesterfield Blue Valley Community Improvement District

**2. Planning and Public Works Committee – Chairperson Guy Tilman-Ward II**

- A. **Bill No. 3160 – P.Z. 18-2016 17511 Chesterfield Airport Road (Palio Partners) (First Reading)**
- B. **Bill No. 3161 - Whitestone Farm (Lots 15 and 16) – Boundary Adjustment Plat (First & Second Readings)**
- C. **Next Meeting – July 20, 2017 (5:45pm)**

**3. Finance and Administration Committee – Chairperson Tom DeCampi-Ward IV**

- A. **2018 City Council Proposed Meeting Schedule**
- B. **Budget Workshop Calendar**
- C. **Acceptance of 2016 Audit**
- D. **Proposed Resolution – BuyBoard Purchasing Cooperative**
- E. **Transparency Portal – Inclusion of Municipal Judge and Prosecuting Attorney’s contractual salaries with employee compensation schedule**
- F. **Live Streaming of City Council and Planning Commission Meetings**
- G. **Review of City Code: Bills #3082-3089**
  - **Bill No. 3082 – An ordinance amending ordinance 7 pertaining to the Mayor’s obligation to perform the City Administrator’s duties. (Second Reading)**

- **Bill No. 3083** – An ordinance amending sections 2-74 and 2-80 of the City Code pertaining to the City Administrator’s duties and authority. **(Second Reading)**
  - **Bill No. 3084** – An ordinance amending section 2-5 of the City Code pertaining to notice of liability claims. **(Second Reading)**
  - **Bill No. 3085** – An ordinance amending section 2-29 of the City Code pertaining to duties and powers of the Mayor and City Council. **(Second Reading)**
  - **Bill No. 3086** – An ordinance amending ordinance 12, ordinance 528 and section 2-47 of the City Code pertaining to scheduling of regular meetings of City Council. **(Second Reading)**
  - **Bill No. 3087** – An ordinance amending section 2-50 of the City Code pertaining to rules of procedure for the Mayor and City Council. **(Second Reading)**
  - **Bill No. 3088** – An ordinance amending section 2-82 of the City Code pertaining to the appointment of the City Administrator during temporary absences. **(Second Reading)**
  - **Bill No. 3089** – An ordinance amending section 2-91 of the City Code pertaining to the appointment of the City Clerk. **(Second Reading)**
4. **Parks, Recreation and Arts Committee** – Chairperson Randy Logan-Ward III
  5. **Public Health and Safety Committee** – Chairperson Barry Flachsbart-Ward I
  6. **Report from the City Administrator** – Mike Geisel
    - A. **Bid Recommendation** – Schoettler Road Bridge Construction Project
    - B. **Bill No. 3162** – Conflict of Interest Policy – Annual Adoption **(First Reading)**
    - C. **Consent Agreement – Summit Properties**
  7. **Unfinished Business** – Mayor Bob Nation
  8. **New Business** – Mayor Bob Nation
  9. **Adjourn** –

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

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**AGENDA**  
**CHESTERFIELD CITY COUNCIL MEETING**  
**Chesterfield City Hall**  
**690 Chesterfield Parkway West**  
**Monday, July 17, 2017**  
**7:00PM**

- I. CALL TO ORDER** – Mayor Bob Nation
  
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
  
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
  
- IV. ROLL CALL** – City Clerk Vickie Hass
  
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
  - A. **City Council Meeting Minutes** – June 19, 2017
  - B. **Executive Session Minutes** – June 19, 2017
  
- VI. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
  
- VII. INTRODUCTORY REMARKS** – Mayor Bob Nation
  - A. **Thursday, July 20, 2017** – Planning and Public Works (5:45pm)
  - B. **Monday, July 24, 2017** – Planning Commission (7pm)
  - C. **Monday, July 31, 2017** – Special City Council Meeting (5:30pm)
  - D. **Monday, August 7, 2017** – Next City Council meeting (7pm)

## **VIII. APPOINTMENTS** – Mayor Bob Nation

### **A. Appointments**

- Debbie Mueller – Chesterfield Blue Valley Community Improvement District

## **IX. COUNCIL COMMITTEE REPORTS**

### **A. Planning and Public Works Committee** – Chairperson Guy Tilman, Ward II

- 1. Bill No. 3160 – P.Z. 18-2016 17511 Chesterfield Airport Road (Palio Partners) (First Reading)**
- 2. Bill No. 3161 - Whitestone Farm (Lots 15 and 16) – Boundary Adjustment Plat (First & Second Readings)**
- 3. Next Meeting – July 20, 2017 (5:45pm)**

### **B. Finance and Administration Committee** – Chairperson Tom DeCampi, Ward IV

- 1. 2018 City Council Proposed Meeting Schedule**
- 2. Budget Workshop Calendar**
- 3. Acceptance of 2016 Audit**
- 4. Proposed Resolution – BuyBoard Purchasing Cooperative**
- 5. Transparency Portal – Inclusion of Municipal Judge and Prosecuting Attorney’s contractual salaries with employee compensation schedule**
- 6. Live Streaming of City Council and Planning Commission Meetings**
- 7. Review of City Code: Bills #3082 - #3089**
  - **Bill No. 3082** – An ordinance amending ordinance 7 pertaining to the Mayor’s obligation to perform the City Administrator’s duties. **(Second Reading)**
  - **Bill No. 3083** – An ordinance amending sections 2-74 and 2-80 of the City Code pertaining to the City Administrator’s duties and authority. **(Second Reading)**

- **Bill No. 3084** – An ordinance amending section 2-5 of the City Code pertaining to notice of liability claims. **(Second Reading)**
- **Bill No. 3085** – An ordinance amending section 2-29 of the City Code pertaining to duties and powers of the Mayor and City Council. **(Second Reading)**
- **Bill No. 3086** – An ordinance amending ordinance 12, ordinance 528 and section 2-47 of the City Code pertaining to scheduling of regular meetings of City Council. **(Second Reading)**
- **Bill No. 3087** – An ordinance amending section 2-50 of the City Code pertaining to rules of procedure for the Mayor and City Council. **(Second Reading)**
- **Bill No. 3088** – An ordinance amending section 2-82 of the City Code pertaining to the appointment of the City Administrator during temporary absences. **(Second Reading)**
- **Bill No. 3089** – An ordinance amending section 2-91 of the City Code pertaining to the appointment of the City Clerk. **(Second Reading)**

C. **Parks, Recreation and Arts Committee** – Chairperson Randy Logan, Ward III

D. **Public Health and Safety Committee** – Chairperson Barry Flachsbart, Ward I

## **X. REPORT FROM THE CITY ADMINISTRATOR** – Mike Geisel

A. **Bid Recommendation** – Schoettler Road Bridge Construction Project

B. **Bill No. 3162** – Conflict of Interest Policy – Annual Adoption **(First Reading)**

C. **Consent Agreement** – Summit Properties

## **XI. UNFINISHED BUSINESS** – Mayor Bob Nation

## **XII. NEW BUSINESS** – Mayor Bob Nation

## **XIII. LEGISLATION**

- A. **BILL NO. 3082** – AN ORDINANCE AMENDING ORDINANCE 7 PERTAINING TO THE MAYOR’S OBLIGATION TO PERFORM THE CITY ADMINISTRATOR’S DUTIES **(SECOND READING) (F&A COMMITTEE OPPOSES)**

- B. **BILL NO. 3083** – AN ORDINANCE AMENDING SECTIONS 2-74 AND 2-80 OF THE CITY CODE PERTAINING TO THE CITY ADMINISTRATOR’S DUTIES AND AUTHORITY. **(SECOND READING) (F&A COMMITTEE RECOMMENDS APPROVAL, AS AMENDED)**
  
- C. **BILL NO. 3084** – AN ORDINANCE AMENDING SECTION 2-5 OF THE CITY CODE PERTAINING TO NOTICE OF LIABILITY CLAIMS. **(SECOND READING) (F&A COMMITTEE RECOMMENDS APPROVAL)**
  
- D. **BILL NO. 3085** – AN ORDINANCE AMENDING SECTION 2-29 OF THE CITY CODE PERTAINING TO DUTIES AND POWERS OF THE MAYOR AND CITY COUNCIL. **(SECOND READING) (F&A COMMITTEE RECOMMENDS APPROVAL)**
  
- E. **BILL NO. 3086** – AN ORDINANCE AMENDING ORDINANCE 12, ORDINANCE 528 AND SECTION 2-47 OF THE CITY CODE PERTAINING TO SCHEDULING OF REGULAR MEETINGS OF CITY COUNCIL. **(SECOND READING) (F&A COMMITTEE RECOMMENDS APPROVAL)**
  
- F. **BILL NO. 3087** – AN ORDINANCE AMENDING SECTION 2-50 OF THE CITY CODE PERTAINING TO RULES OF PROCEDURE FOR THE MAYOR AND CITY COUNCIL. **(SECOND READING) (F&A COMMITTEE OPPOSES)**
  
- G. **BILL NO. 3088** – AN ORDINANCE AMENDING SECTION 2-82 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY ADMINISTRATOR DURING TEMPORARY ABSENCES. **(SECOND READING) (F&A COMMITTEE OPPOSES)**
  
- H. **BILL NO. 3089** – AN ORDINANCE AMENDING SECTION 2-91 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY CLERK. **(SECOND READING) (F&A COMMITTEE RECOMMENDS APPROVAL)**
  
- I. **BILL NO. 3162** – AN ORDINANCE RE-ADOPTING THE PROCEDURE ESTABLISHED IN ORDINANCE NO. 605 OF THE CITY OF CHESTEFIELD AS THE PROCEDURE FOR DISCLOSURE OF CONFLICTS FOR CERTAIN MUNICIPAL OFFICIALS. **(FIRST READING)**

#### **XIV. LEGISLATION – PLANNING COMMISSION**

- A. **BILL NO. 3160** – AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A “NU” NON-URBAN DISTRICT TO A “PC” PLANNED COMMERCIAL DISTRICT FOR A 13.01 ACRE TRACT OF LAND LOCATED NORTH OF CHESTERFIELD AIRPORT ROAD, EAST OF LONG ROAD, WEST OF ARNAGE BLVD., AND SOUTH OF INTERSTATE 64/US 40. (P.Z. 18-2016 17511 CHESTERFIELD AIRPORT ROAD {PALIO PARTNERS} 17U510084). GREEN SHEET AMENDMENT PROVIDED. **(FIRST READING) (PLANNING COMMISSION RECOMMENDS APPROVAL) (PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, AS AMENDED)**
- B. **BILL NO. 3161** – AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR THE WHITESTONE FARM DEVELOPMENT FOR TWO TRACTS TOTALING .69 ACRES, ZONED “R2” RESIDENTIAL DISTRICT AND LOCATED AT 445 WHITESTONE FARM DRIVE. (18R440086 & 18R440097). **(FIRST & SECOND READINGS) (DEPARTMENT OF PLANNING & DEVELOPMENT SERVICES RECOMMENDS APPROVAL.)**

#### **XV. ADJOURNMENT**

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

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**AGENDA REVIEW - Monday, 7/17/2017 - 6:15 PM**

An AGENDA REVIEW meeting has been scheduled to start at **6:15 pm, on Monday, July 17, 2017.**

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

## **UPCOMING MEETINGS/EVENTS**

- A. **Thursday, July 20, 2017** – Planning and Public Works (5:45pm)
- B. **Monday, July 24, 2017** – Planning Commission (7pm)
- C. **Monday, July 31, 2017** – Special City Council Meeting (5:30pm)
- D. **Monday, August 7, 2017** – Next City Council meeting (7pm)



## RECORD OF PROCEEDING

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

**JUNE 19, 2017**

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

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

A roll call was taken with the following results:

PRESENT

Mayor Bob Nation  
Councilmember Barbara McGuinness  
Councilmember Ben Keathley  
Councilmember Guy Tilman  
Councilmember Dan Hurt  
Councilmember Randy Logan  
Councilmember Tom DeCampi  
Councilmember Michelle Ohley

ABSENT

Councilmember Barry Flachsbart

APPROVAL OF MINUTES

The minutes of the June 5, 2017 City Council meeting were submitted for approval. Councilmember Tilman made a motion, seconded by Councilmember Logan, to approve the City Council minutes.

Councilmember McGuinness made a motion, seconded by Councilmember DeCampi, to amend the June 5 City Council minutes, page 10 paragraph one, to elaborate on the

termination of ground lease and development agreement with Big Sports by stating that the agreements automatically terminated effective June 1, 2017 due to terms specified in the development agreement. A voice vote was taken with a unanimous affirmative result and the motion to amend was declared passed.

A voice vote was taken for approval of the June 5, 2017 City Council minutes as amended, with a unanimous affirmative result, and the motion was declared passed.

The minutes of the June 5, 2017 Executive Session were submitted for approval. Councilmember McGuinness made a motion, seconded by Councilmember Ohley, to approve the Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

### **COMMUNICATIONS AND PETITIONS**

Former Councilmember Connie Fults, 129 Brighthurst, spoke regarding the release of personal information within the privileged emails recently released by Council.

Ms. Debbie Donnelly, 223 Crownridge Drive, spoke regarding the use of Proposition P revenues.

### **INTRODUCTORY REMARKS**

Mayor Nation announced that the next meeting of City Council has been scheduled for Monday, July 17, at 7 p.m.

Mayor Nation announced, for the sake of transparency, that the subject of the request for support and assistance from the Chesterfield Valley Transportation Development District (TDD) for a new ice hockey facility was addressed in the regular second quarter TDD Board of Directors meeting this morning at City Hall. The board voted unanimously to approve the resolutions associated with allowing a vote of the eligible voters within the TDD District to potentially extend the life of the TDD and modify the project definitions to include the qualified and eligible transportation related infrastructure associated with the proposed ice facility project.

### **APPOINTMENTS**

Mayor Nation nominated Ms. Mary Monachella, 14164 Trailtop Drive (Ward I), for appointment to the Planning Commission. Councilmember McGuinness made a motion, seconded by Councilmember Tilman, to approve this appointment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mayor Nation nominated Mr. Chris Natsch, 14654 Los Padres Court (Ward II), for appointment to the Finance & Administration Citizens Advisory Committee. Councilmember Keathley made a motion, seconded by Councilmember Tilman, to

approve this appointment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mayor Nation nominated Mr. Barry Silver, 14372 Markham Lane (Ward I), for reappointment to the Finance & Administration Citizens Advisory Committee. Councilmember McGuinness made a motion, seconded by Councilmember Tilman, to approve this reappointment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mayor Nation nominated Ms. Doris Frazier, 17077 Church Road (Ward IV), for reappointment to the Human Rights Commission. Councilmember Hurt made a motion, seconded by Councilmember Tilman, to approve this reappointment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

## **COUNCIL COMMITTEE REPORTS**

### **Planning/Public Works Committee**

Councilmember Guy Tilman, Chairperson of the Planning/Public Works Committee, reported that Bill No. 3153 (Placement of Solid Waste Containers) will be considered for adoption under the “Legislation” portion of the agenda.

Councilmember Tilman reported that Bill No. 3154 (P.Z. 14-2016 18331, 18333 & 18335 Chesterfield Airport Road) will be considered for adoption under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Hurt made a motion, seconded by Councilmember Tilman, to approve the following recommendations for Planning and Development Services policies: #1 Reading of Re-Zoning Ordinances to be combined with City Council policy #22; #2 Planning and Zoning Committee Amendments and/or Changes to Legislation to be eliminated; and #3 Chesterfield Historic and Landmark Preservation Committee to remain unchanged. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Tilman reported that Bill No. 3158 (Kemp Auto Museum [16955 Chesterfield Airport Road] – Boundary Adjustment Plat) is scheduled for both first and second reading approval under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Tilman reported that Bill No. 3159 (Installation of Five Fire Hydrants at the Warwick on White Subdivision) is scheduled for both first and second reading approval under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Tilman announced that the next meeting of this Committee has been scheduled for Thursday, June 22, at 5:45 p.m.

### **Finance and Administration Committee**

Councilmember Tom DeCampi, Chairperson of the Finance and Administration Committee, announced that the next meeting of this Committee has been scheduled for Monday, June 26, at 5:30 p.m.

### **Parks, Recreation & Arts Committee**

Councilmember Randy Logan, Chairperson of the Parks, Recreation & Arts Committee, made a motion, seconded by Councilmember Keathley, to approve art placement of “The Flow” adjacent to the east stream walk at Central Park, as recommended by staff and the artist. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

### **Public Health & Safety Committee**

City Administrator Mike Geisel, on behalf of Councilmember Michelle Ohley, Vice-Chairperson of the Public Health & Safety Committee, reported that Bill No. 3155 (Unmanned Aircraft Systems [Drones]) will be considered for adoption under the “Legislation” portion of the agenda.

Mr. Geisel reported that Bill No. 3156 (Short Term Rental of Single Family Dwellings) will be considered for adoption under the “Legislation” portion of the agenda.

Councilmember Logan made a motion, seconded by Councilmember Ohley, to approve a proposed resolution authorizing the execution of a contract with the City of Clarkson Valley to provide law enforcement services. A roll call vote was taken with the following results: Ayes – McGuinness, Hurt, Keathley, Ohley, Logan, DeCampi and Tilman. Nays – None. Whereupon Mayor Nation declared the motion passed. The successful resolution became Chesterfield Resolution No. 436.

Councilmember Logan made a motion, seconded by Councilmember Tilman, to approve a budget amendment pertaining to Clarkson Valley law enforcement services, which includes increases in both revenue and expenditure ledgers, in equal amounts. A roll call vote was taken with the following results: Ayes – Keathley, Logan, McGuinness, DeCampi, Tilman, Hurt and Ohley. Nays – None. Whereupon Mayor Nation declared the motion passed.

Councilmember Tilman made a motion, seconded by Councilmember Ohley, to approve a proposed resolution to provide School Resource Officers to the Rockwood School District for schools within Clarkson Valley. A roll call vote was taken with the following results: Ayes – Ohley, McGuinness, Tilman, Keathley, Hurt, DeCampi and Logan. Nays – None. Whereupon Mayor Nation declared the motion passed. The successful resolution became Chesterfield Resolution No. 437.

## **REPORT FROM THE CITY ADMINISTRATOR**

City Administrator Mike Geisel reported that Staff is recommending award of a contract for resurfacing the asphalt trail around lake one, Riparian Trail. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending award of a contract to Ford Asphalt Company in an amount not to exceed \$37,000. This project was included in the 2017 Capital Projects Fund. Councilmember Tilman made a motion, seconded by Councilmember Ohley, to approve this recommendation. A roll call vote was taken with the following results: Ayes – McGuinness, Ohley, Logan, Hurt, DeCampi, Keathley and Tilman. Nays – None. Whereupon Mayor Nation declared the motion passed.

## **UNFINISHED BUSINESS**

There was no unfinished business.

## **NEW BUSINESS**

There was no new business.

## **LEGISLATION**

**BILL NO. 3153 REPEALS AND REPLACES SECTION 25-28 OF THE CITY OF CHESTERFIELD MUNICIPAL CODE REGARDING THE PLACEMENT OF WASTE CONTAINERS, TREE WASTE AND FIREWOOD (SECOND READING) (PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Tilman made a motion, seconded by Councilmember Logan, for the second reading of Bill No. 3153. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3153 was read for the second time.

Councilmember Logan made a motion, seconded by Councilmember Tilman, to amend section 1 paragraph (a) line 7, by removing the words “which abuts the property”.

Councilmember McGuinness made a motion to further amend section 1 paragraph (a) by changing the phrase “containers are not visible from a street” to “containers are not visible from any street”. Discussion ensued regarding the ability to see containers from streets that do not abut a particular property. The motion to amend died due to lack of a second.

A voice vote was taken on the original motion to amend with a unanimous negative result and the motion to amend failed.

A roll call vote was taken for the passage and approval of Bill No. 3153, as presented, with the following results: Ayes – Logan, McGuinness, DeCampi, Keathley, Tilman,

Ohley and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3153 approved, passed it and it became **ORDINANCE NO. 2956.**

**BILL NO. 3155      REGULATES UNMANNED AIRCRAFT SYSTEMS (DRONES)  
(SECOND READING) (PUBLIC HEALTH AND SAFETY  
COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Logan made a motion, seconded by Councilmember Keathley, for the second reading of Bill No. 3155 with blue sheet amendment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3155 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3155 with the following results: Ayes – Ohley, McGuinness, Tilman, Keathley, Logan, Hurt and DeCampi. Nays – None. Whereupon Mayor Nation declared Bill No. 3155 approved, passed it and it became **ORDINANCE NO. 2957.**

**BILL NO. 3156      AMENDS SECTION 21-77 TO CHAPTER 21, ARTICLE VI OF  
THE CHESTERFIELD CITY CODE RELATING TO THE  
REGULATION OF RENTING OF SINGLE-FAMILY  
DWELLINGS (SECOND READING) (PUBLIC HEALTH AND  
SAFETY COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Keathley, to amend Bill No. 3156 by changing the phrase in section I paragraph (c) from “30 days or less” to “less than 30 days”. A voice vote was taken with a unanimous affirmative result and the motion to amend was declared passed.

Councilmember Hurt made a motion, seconded by Councilmember Logan, for the second reading of Bill No. 3156. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3156 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3156, as amended, with the following results: Ayes – Keathley, McGuinness, Ohley, DeCampi, Tilman, Logan and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3156 approved as amended, passed it and it became **ORDINANCE NO. 2958.**

### **LEGISLATION – PLANNING COMMISSION**

**BILL NO. 3154      AMENDS THE ZONING ORDINANCE OF THE CITY OF  
CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN  
“M3” PLANNED INDUSTRIAL DISTRICT TO A “PC”  
PLANNED COMMERCIAL DISTRICT FOR A 16.0 ACRE  
TRACT OF LAND AT 18331, 18333, AND 18335  
CHESTERFIELD AIRPORT ROAD, LOCATED AT THE  
NORTHWEST SIDE OF THE INTERSECTION OF  
CHESTERFIELD AIRPORT ROAD AND SPIRIT OF ST. LOUIS  
BOULEVARD (P.Z. 14-2016 18331, 18333 & 18335  
CHESTERFIELD AIRPORT ROAD {LSL I, LLC AND LSL II,**

LLC} 17V410060, 17V410026 AND 17V410037) (**SECOND READING) (PLANNING COMMISSION RECOMMENDS APPROVAL; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, AS AMENDED)**)

Councilmember Tilman made a motion, seconded by Councilmember Ohley, for the second reading of Bill No. 3154. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3154 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3154 with the following results: Ayes – Hurt, Tilman, Ohley, DeCampi, Logan, Keathley and McGuinness. Nays – None. Whereupon Mayor Nation declared Bill No. 3154 approved, passed it and it became **ORDINANCE NO. 2959.**

**BILL NO. 3158 PROVIDES FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR THE KEMP AUTO MUSEUM DEVELOPMENT FOR TWO TRACTS TOTALING 5.01 ACRES, ZONED “PC” PLANNED COMMERCIAL DISTRICT AND LOCATED AT 16955 CHESTERFIELD AIRPORT ROAD A AND 16955 CHESTERFIELD AIRPORT ROAD (17T140202 & 17T140211) (FIRST & SECOND READINGS) (DEPARTMENT OF PLANNING & DEVELOPMENT SERVICES RECOMMENDS APPROVAL)**

Councilmember Tilman made a motion, seconded by Councilmember Logan, for the first reading of Bill No. 3158. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3158 was read for the first time.

Councilmember Tilman made a motion, seconded by Councilmember Ohley, for the second reading of Bill No. 3158. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3158 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3158 with the following results: Ayes – Ohley, McGuinness, Hurt, Tilman, Keathley, DeCampi and Logan. Nays – None. Whereupon Mayor Nation declared Bill No. 3158 approved, passed it and it became **ORDINANCE NO. 2960.**

**BILL NO. 3159 APPROVES THE INSTALLATION OF FIVE FIRE HYDRANTS AT THE WARWICK ON WHITE SUBDIVISION LOCATED WITHIN THE CITY OF CHESTERFIELD (FIRST & SECOND READING) (DEPARTMENT OF PLANNING & DEVELOPMENT SERVICES RECOMMENDS APPROVAL)**

Councilmember Tilman made a motion, seconded by Councilmember Ohley, for the first reading of Bill No. 3159. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3159 was read for the first time.

Councilmember Tilman made a motion, seconded by Councilmember Ohley, for the second reading of Bill No. 3159. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3159 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3159 with the following results: Ayes – Keathley, Logan, Hurt, McGuinness, Tilman, DeCampi and Ohley. Nays – None. Whereupon Mayor Nation declared Bill No. 3159 approved, passed it and it became **ORDINANCE NO. 2961**.

**ADJOURNMENT**

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

There being no further business to discuss, Mayor Nation adjourned the meeting at 8:00 p.m.

\_\_\_\_\_  
Mayor Bob Nation

ATTEST:

\_\_\_\_\_  
Vickie J. Hass, City Clerk

APPROVED BY CITY COUNCIL: \_\_\_\_\_

## **APPOINTMENTS**

### **Chesterfield Blue Valley Board of Directors -Debbie Mueller**

The Chesterfield Blue Valley CID currently has a vacancy due to the resignation of Art Spellmeyer. As required by Ordinance 2698, the Mayor is required to appoint Directors with the consent of City Council from a slate of candidates proposed by the Board. The CBV-CID Board has offered and Mayor Nation proposes the appointment of **Debbie Mueller** to the current CID Board vacancy. A proposed resolution is provided in the Council meeting packet.

# **Deborah J. Mueller**

3893 Via Miralesta Drive, St. Louis, Missouri 63125  
Home: 314-631-8700 / Office: 314-862-8120 / Cell: 314-920-6077  
Email: debbie@wolfepropertiesllc.com

## **Experience**

### **Wolfe Properties, LLC**

March 2006 – Present

Office Manager responsible for all office and clerical functions in support of Wolfe Properties, LLC and Chesterfield Blue Valley, LLC. Provide accounting and financial reporting for both entities.

### **The May Department Stores Company**

April 1988 – March 2006

Started as an Executive Secretary in the real estate department supporting two senior vice presidents. Promoted to Administrative Assistant I supporting one senior vice president and the executive vice president of real estate. In addition to clerical duties, assumed responsibility for departmental budgets and reporting. Promoted to Administrative Assistant II supporting the executive vice president of real estate and acquisitions and member of the board of directors. In addition to previous responsibilities, prepared confidential board materials.

### **Love Real Estate Company**

October 1986 – April 1988

Executive Secretary supporting two executives in the investor development division. In addition to clerical duties, compiled management reports and processed distributions to the limited partners.

### **Centerre Bank, N.A.**

June 1981 – October 1986

Started as a Secretary in the commercial loans division. Promoted to Executive Secretary in the special loans division.

## **Education**

Hickey Business School – Secretarial Program

1980 - 1981

**RESOLUTION NO. 2017-C**

**A RESOLUTION NOMINATING A DIRECTOR OF THE CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT**

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

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

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

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

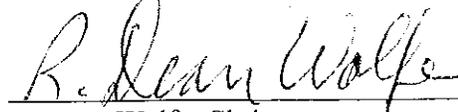
**SECTION 1.** Debbie Mueller be, and hereby is, nominated by the Board to fill the vacant position on the Board and shall serve on the Board, for a term of three (3) years.

**SECTION 2.** Thomas B. Smallwood, General Counsel of the District, be, and hereby is, authorized to coordinate with the City of Chesterfield and take such other action necessary for the appointment of Debbie Mueller as Director of the District by the Mayor of the City of Chesterfield with the consent of the City Council of the City of Chesterfield.

**SECTION 3.** Upon appointment of Debbie Mueller as Director of the District by the Mayor of the City of Chesterfield with the consent of the City Council of the City of Chesterfield, they shall automatically each become a member of the Board.

**ADOPTED** by the Board of Directors of the Chesterfield Blue Valley Community Improvement District this 13<sup>th</sup> day of June, 2017.

APPROVED:



R. Dean Wolfe, Chairman

ATTEST:



Marian Nunn, Secretary

## **PLANNING AND PUBLIC WORKS COMMITTEE**

The Planning and Public Works Committee met on Thursday, June 22nd which resulted in one action item for the July 17, 2017 City Council meeting.

### **Bill No. 3160 - P.Z. 18-2016 17511 Chesterfield Airport Road (Palio Partners) (First Reading) (PLANNING COMMISSION RECOMMENDS APPROVAL) (PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, AS AMENDED)**

An ordinance amending the zoning ordinance of the city of chesterfield by changing the boundaries of a "nu" non-urban district to a "PC" Planned Commercial District for a 13.01 acre tract of land located north of Chesterfield Airport Road, east of Long Road, west of Arnage blvd, and south of Interstate 64/us 40. (P.Z. 18-2016 17511 Chesterfield Airport Road {Palio Partners} 17u510084).

**Green Sheet Amendment Provided**

The following bill is being forwarded directly from the Department of Planning & Development Services:

### **Bill No. 3161 - Whitestone Farm (Lots 15 and 16) - Boundary Adjustment Plat (First & Second Readings) (DEPARTMENT OF PLANNING & DEVELOPMENT SERVICES RECOMMENDS APPROVAL.)**

An ordinance providing for the approval of a boundary adjustment plat for the Whitestone Farm development for two tracts totaling .69 acres, zoned "R2" Residential District and located at 445 Whitestone Farm Drive and 451 Whitestone Farm Drive (18R440086 & 18R440097).

### **Next Meeting**

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, July 20, 2017 at 5:45 pm.

**If you have any questions, please contact me prior to Monday's meeting.**

# MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Justin Wyse, Director of Planning and Development Services

SUBJECT: Planning & Public Works Committee Meeting Summary  
Thursday, June 22, 2017



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, June 22, 2017 in the Council Chambers.

In attendance were: **Chair Guy Tilman** (Ward II), **Councilmember Barry Flachsbart** (Ward I), **Councilmember Dan Hurt** (Ward III), and **Councilmember Michelle Ohley** (Ward IV).

Also in attendance were: Mayor Bob Nation; Chris Graville, City Attorney; Planning Commission Chair Merrell Hansen; Justin Wyse, Director of Planning & Development Services; Jessica Henry, Senior Planner; Mary Ann Madden, Office Manager; and Kathy Juergens, Recording Secretary. Other Planning Commission members present: Wendy Geckeler, Laura Lueking, Debbie Midgley and Steve Wuennenberg.

The meeting was called to order at 6:00 p.m.

## I. PUBLIC HEARING

- A. **P.Z. 05-2016 Wildhorse Baxter Center, C148B (Shelbourne Senior Living)**: An appeal by the Petitioner of the Planning Commission's decision of denial for a request for a zoning map amendment from a "C-8" Planned Commercial District to a "UC" Urban Core District for 5.21 acres located south of Wild Horse Creek Road and east of its intersection with Baxter Road (18T630283).

Chair Tilman announced that Staff received a request to postpone the Public Hearing. The Petitioner was then allowed to make a brief statement regarding the request.

### PETITIONER'S STATEMENT

Representing the Petitioner, Mr. Mike Doster, Doster, Ullom & Boyle LLC, stated that he submitted a request to postpone the Public Hearing based on the following two reasons:

1. The Petitioner's development team is re-evaluating the business model of the proposed development to address the open issue of density, which could result in a significant reduction in the size of the building.
2. The Petitioner is also evaluating alternative sites within the Chesterfield Village area to determine if any of the available sites are suitable for the Petitioner's business model.

Mr. Doster stated he expects that within the next 30 days a decision will be made as to whether either of these alternatives is feasible. If neither is feasible, the Petitioner will move forward with the Public Hearing for the current rezoning application. Mr. Doster also clarified that if they feel

one of the alternatives is workable, the Petitioner may not immediately withdraw the current petition.

### **DISCUSSION**

It was then agreed that the Public Hearing would be scheduled for the August 10, 2017 PPW Committee meeting unless the Petitioner requests otherwise.

**Chair Tilman made a motion to postpone the Public Hearing for P.Z. 05-2016 Wildhorse Baxter Center, C148B (Shelbourne Senior Living) until the August 10, 2017 Planning and Public Works Committee Meeting.** The motion was seconded by Councilmember Flachsbart.

#### **Discussion after the Motion**

Mr. Chris Graville, City Attorney, confirmed that the speaker cards received at the June 22<sup>nd</sup> meeting would be retained, in the order received, and if there is a Public Hearing on August 10, those individuals would be allowed to speak first. Mr. Graville further stated that all emails, letters and documented minutes from residents' prior public statements will also be considered by the Committee if there is a Public Hearing.

After further discussion, Councilmember Flachsbart provided the following scenarios of how the Petitioner could move forward with the current petition:

1. The Petitioner can proceed with the current proposal and a Public Hearing will be held at the August 10 PPW Committee meeting.
2. The Petitioner can proceed with the current proposal with a completely different density. At which time, the Committee will have the option to proceed with the request or send it back to the Planning Commission for further review.
3. The Petitioner may locate a new site, which may or may not require rezoning, withdraw the current application and then submit a new application.

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

## **II. APPROVAL OF MEETING SUMMARY**

### **A. Approval of the June 8, 2017 Committee Meeting Summary**

Councilmember Flachsbart made a motion to approve the Meeting Summary of June 8, 2017. The motion was seconded by Councilmember Ohley and passed by a voice vote of 4-0.

## **III. UNFINISHED BUSINESS – None.**

## **IV. NEW BUSINESS**

- A. P.Z. 18-2016 17511 Chesterfield Airport Road (Palio Partners):** A request for a zoning map amendment from an "NU" Non-Urban District to a "PC" Planned Commercial District for a 13.01 acre tract of land located north of Chesterfield Airport Road, east of Long Road, west of Arnage Blvd, and south of Interstate 64/US 40 (17U510084).

## STAFF REPORT

Ms. Jessica Henry, Senior Project Planner, presented the request for a zoning map amendment from the "NU" Non-Urban District to the "PC" Planned Commercial District for a 13.01 acre tract of land located on the north side of Chesterfield Airport Road in order to allow for development of the site into a mixed-use commercial development comprised of five lots.

Following the Public Hearing for this request on February 27, 2017, Staff worked with the Petitioner to address concerns regarding the number and type of requested uses, hours of operation and specific development criteria including height, building square footage, and percentage of open space for the proposed development. Subsequently, the Planning Commission unanimously approved the change of zoning at their June 12, 2017 meeting.

As depicted on the Preliminary Plan, the Petitioner will be expanding the access road that AutoZone recently constructed off of Chesterfield Airport Road opposite Valley Center Drive. That access point will be expanded to one shared access point that will serve the proposed development. Arnage Road will also be expanded westward to their property line terminating at the 84 Lumber access road.

Ms. Henry also stated that the Petitioner is requesting to provide 35% open space for the entire development instead of on a lot-by-lot basis. Staff is agreeable to this and when the Site Development Concept Plan is submitted, Staff will make sure that each lot does contain some open space and that the 35% is met.

## **DISCUSSION**

Further discussion ensued regarding future access surrounding the development.

There was discussion regarding a gas station as a permitted use. Although no gas station is currently planned, it would be an allowable use in the future. Councilmember Flachsbart expressed his opposition to such usage and stated he would vote against the request if a gas station is a permitted use.

There was also discussion regarding allowing a 24-hour business in that area. Councilmember Hurt expressed his concern that unrestricted hours could possibly lead to a 24-hour truck stop/restaurant.

Councilmember Flachsbart made a motion to forward P.Z. 18-2016 17511 Chesterfield Airport Road (Palio Partners), with a Green Sheet amendment prohibiting the permitted use of a gas station, to City Council with a recommendation to approve. The motion was seconded by Councilmember Tilman.

### **Discussion after the Motion**

There was further discussion regarding concern for a truck stop/restaurant. A representative of the Petitioner stated that Palio Partners has no intention of developing a truck stop. Their use for a gas station would be a smaller convenience type gas station. He agreed to discuss the use with Palio Partners prior to the City Council meeting.

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

**Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the July 17, 2017 City Council Meeting. See Bill #**

**[Please see the attached report prepared by Justin Wyse, Director Planning and Development Services Director, for additional information on P.Z. 18-2016 17511 Chesterfield Airport Road (Palio Partners).]**

V. OTHER – None.

VI. ADJOURNMENT

The meeting adjourned at 6:18 p.m.

# City Council Memorandum

## Department of Public Services



**To:** Michael O. Geisel, City Administrator  
**From:** Justin Wyse, Director of Planning and Development Services  
**Date:** June 30, 2017  
**CC Date:** **July 17, 2017** See Bill # 3160  
**Re:** **P.Z. 18-2016 17511 Chesterfield Airport Road (Palio Partners):**  
A request for a zoning map amendment from an “NU” Non-Urban District to a “PC” Planned Commercial District for a 13.01 acre tract of land located north of Chesterfield Airport Road, east of Long Road, west of Arnage Blvd, and south of Interstate 64/US 40 (17U510084)).

### **Summary**

Cochran Engineering, on behalf of Palio Partners, LLC has submitted a request for a zoning map amendment from the “NU” Non-Urban District to the “PC” Planned Commercial District in order to allow for development of the site into a mixed-use commercial development comprised of five lots.

A Public Hearing for this request was held on February 27, 2017. Following the Public Hearing, Staff worked with the Petitioner to finalize the Preliminary Plan and to address concerns regarding several requested uses, restrictions on the hours of operation for retail uses, and to draft specific development criteria for the proposed development. Subsequently, the project was placed on the June 12, 2017 Planning Commission agenda and the Planning Commission recommended approval of this change of zoning by a vote of 8-0.

At the June 22, 2017 Planning and Public Works Committee meeting, a motion was passed by a vote of 4-0 to amend Section I.A of the Attachment “A” to remove “Filling Station and Convenience Store with Pump Stations” as a permitted use in this Planned Commercial District. This amendment is reflected in the attached Green Sheet.

Attached to this report, please find a copy of the Green Sheet Amendment, legislation, Attachment “A”, and Preliminary Development Plan.



**Figure 1. Aerial Photograph**

# City Council Memorandum

## Department of Public Services



**To:** Michael O. Geisel, City Administrator  
**From:** Justin Wyse, Planning and Development Services Director  
**Date:** July 7, 2017  
**CC Date:** July 17, 2017 *see Bill#3101*

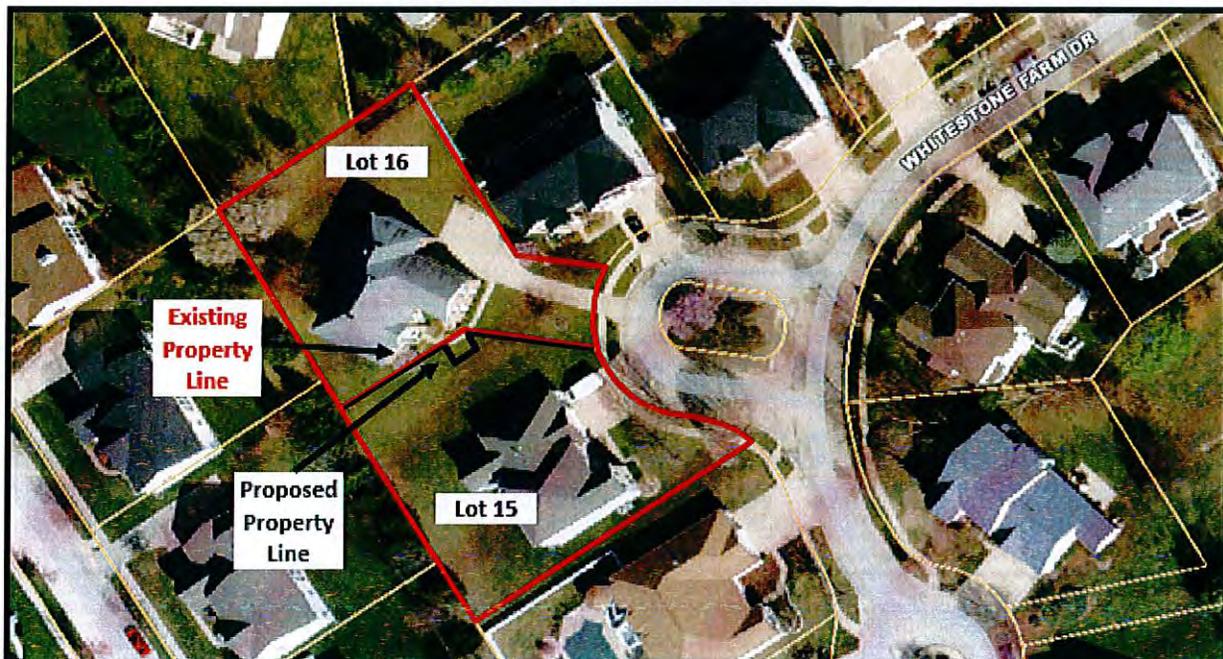
**Re: Whitestone Farm (Lots 15 and 16) BAP:** A Boundary Adjustment Plat for a .69 acre tract of land, zoned "R2" Residential District, located west of its intersection with Whitestone Farm Drive and White Road in the Whitestone Farm Subdivision (18R440086 & 18R440097).

Stock and Associates Consulting Engineers, Inc., on behalf of Carl and Marci Ranger and Neal Goone Revocable Trust, has submitted for review and approval a Boundary Adjustment Plat for a .69 acre tract of land zoned "R2" Residential District located west of its intersection with Whitestone Farm Drive and White Road in the Whitestone Farm Subdivision

The purpose of this Boundary Adjustment Plat is to adjust lot lines between two residential properties to accommodate existing flatwork.

For your information, Boundary Adjustment Plats are only reviewed by City Council.

Attached to the legislation, please find a copy of the Boundary Adjustment Plat.



## **FINANCE AND ADMINISTRATION COMMITTEE**

The Finance and Administration Committee met on June 26<sup>th</sup> and several action items are being forwarded for action.

### **A. 2018 City Council Proposed Meeting Schedule**

The F&A Committee unanimously recommended acceptance of the 2018 City Council meeting schedule. The proposed meeting schedule was developed with the same accommodations as previous years. **City Council is requested to approve the proposed 2018 City Council Meeting Schedule.**

### **B. Budget Workshop Calendar**

The F&A Committee recommended adoption of the budget workshop calendar for 2018. It provides for workshops scheduled on the following dates:

Monday, September 25<sup>th</sup>, 2017

Monday, October 30<sup>th</sup>, 2017

Monday, November 6<sup>th</sup>, 2017

**The F&A Committee recommends approval of the proposed Budget Workshop Schedule.**

### **C. Acceptance of 2016 Audit**

The F&A Committee unanimously recommended approval of the annual audit as completed by Daniel Jones & Associates, who issued a clean opinion on the City's financial statements and federal grant compliance. Per the provisions of City Ordinance #10, the audit requires approval by the City Council. **The F&A Committee recommends that City Council approve the 2016 audit as submitted by Daniel Jones & Associates by voice vote.**

### **D. Proposed Resolution - BuyBoard Purchasing Cooperative**

The F&A Committee unanimously recommended that the City Council authorize participation in the BuyBoard Purchasing Cooperative. This is a large co-op formed between the National School Boards Association and several state school boards to streamline the buying process for schools, municipalities, and other public entities. The co-op was developed to comply with state laws that require governmental entities to make purchases from an approved list of vendors who have gone through a competitive procurement process. Participation in the Co-op does not obligate the City to make any purchase and does not cost the City anything. Per City Code, City Council must authorize co-op participation. Accordingly, **the F&A Committee recommends affirming staff's request to approve the proposed resolution authorizing participation in the BuyBoard Purchasing Cooperative.**

### **E. Transparency Portal-Inclusion of Municipal Judge and Prosecuting Attorney's contractual salaries with employee compensation schedule**

The F&A Committee unanimously recommended that the City manually add the prior year actual and current year budgeted payments to the City Attorney, Prosecuting Attorneys, and Judge with a note indicating that these are contractual

salaries to the on-line Transparency Portal. **The City Council is requested to approve the proposed addition to the Transparency Portal by voice vote.**

**F. Live Streaming of City Council and Planning Commission Meetings**

The F&A Committee discussed Mr. Haug's updated proposal to "live stream" City Council and Planning Commission meetings from the Council Chambers. Mr. Haug recommended a high quality streaming approach that would require the installation of hardware at an initial cost of approximately \$33,000, streaming services at \$550/month, and to contract with CC Media to professionally film the meetings at \$250/meeting (for up to three hours) and \$50 for each additional hour. The Committee also discussed the regular replacement of the hardware on a four to five year schedule. The motion to recommend that the City implement live streaming and to initially fund the implementation failed by a vote of 2 -2. However, per Ordinance #2899, since the failed **motion received two affirmative votes, it is forwarded to City Council WITHOUT RECOMMENDATION.** The initial implementation cost to provide live streaming is estimated to be \$45,850, and roughly \$13,000 annually thereafter, with anticipated equipment replacement being necessary at 4 - 5 year intervals.

**G. Review of City Code: Ordinances 3082-3089**

The F&A Committee addressed the nine bills that were referred from City Council in 2016, relating to Chapter Two of the City Code. These bills were reviewed and edited by Staff and City Attorney Chris Graville.

**Bill #3082 - An ordinance amending Ordinance 7 pertaining to the Mayor's obligation to perform the City Administrator's duties.**

The F&A Committee voted 3 -1 to recommend acceptance of staff's OPPOSITION to Bill 3082. This ordinance is already excluded from City Code. By deleting it, the Ordinances will agree with the City's current practice. **The F&A Committee OPPOSES Bill #3082.**

**Bill #3083 - An ordinance amending sections 2-74 and 2-80 of the City Code pertaining to the City Administrator's duties and authority.**

The City Code indicated that the City Administrator was to serve subject to the review of both the Mayor and City Council. The proposed amendment removes "and City Council". **The F&A Committee recommends approval of Bill #3083, as amended.**

**Bill #3084 - An ordinance amending section 2-5 of the City Code pertaining to notice of liability claims.**

The proposed change requires written liability notices to go to the Mayor, rather than the City Administrator, as required by state law. **The F&A Committee recommends approval of Bill #3084, as presented**

**Bill #3085 - An ordinance amending section 2-29 of the City Code pertaining to duties and powers of the Mayor and City Council.**

The proposed change eliminates "The Mayor shall execute on behalf of the City all contractual and legal documents approved by the City Council." This change was

recommended as it is not necessary or practical for the Mayor to sign each administrative document and such is not required by statute. All of the procedural financial controls remain in place. **The F&A Committee recommends approval of Bill #3085, as presented**

**Bill #3086 – An ordinance amending ordinance 12, ordinance 528 and section 2-47 of the City Code pertaining to scheduling of regular meetings of City Council.**

The current code requirements are inconsistent with Council's scheduling and incongruent with State law. The proposed language provides for meeting schedules that is both compliant with statute and practice. **The F&A Committee recommends approval of Bill #3086, as presented**

**Bill #3087 – An ordinance amending section 2-50 of the City Code pertaining to rules of procedure for the Mayor and City Council.**

The proposed bill is inconsistent with statutory requirements, as such, the F&A Committee voted to recommend acceptance of staff's OPPOSITION to Bill #3087. If, the City Council votes to defeat Bill #3087 as recommended by Committee, the City will remain statutorily compliant. **The F&A Committee OPPOSES Bill #3087.**

**Bill #3088 – An ordinance amending section 2-82 of the City Code pertaining to the appointment of the City Administrator during temporary absences.**

The F&A Committee recommended acceptance of Staff's OPPOSITION to Bill #3088. If the City Council votes to defeat Bill #3088, current city code will remain in effect. **The F&A Committee OPPOSES Bill #3088.**

**Bill #3089 – An ordinance amending section 2-91 of the City Code pertaining to the appointment of the City Clerk.**

Currently, the City Clerk is appointed by the City Administrator, but may only be terminated by the Mayor and only after 30 days written notice. The proposed bill is in concert with RSMo 77.046 providing that non-elected officers of the City shall be appointed and discharged by the City Administrator with the consent of Council, as are all Department Head positions. **The F&A Committee recommends approval of Bill #3089, as presented**

**As always, if you have any questions or require additional information, please contact me prior to Monday's meeting.**

## MEMORANDUM

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**TO:** Mike Geisel, City Administrator  
**FROM:** Craig White, Finance Director *CDW*  
**DATE:** July 10, 2017  
**SUBJECT:** Finance & Administration Committee  
June 26, 2017

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The Finance & Administration Committee met on Monday, June 26, 2017. Those in attendance included: Chairman Tom DeCampi, Ward IV, Councilmember Barb McGuinness, Ward I; Councilmember Ben Keathley, Ward II; and Councilmember Randy Logan, Ward III.

Those also in attendance included: Mayor Bob Nation; Councilmember Guy Tilman, Ward II; Councilmember Michelle Ohley, Ward IV; Chris Graville, City Attorney; Mike Geisel, City Administrator; Craig White, Finance Director; Jim Eckrich, Public Works Director; Matt Haug, Information Technology Director; Steve Wicker, St. Louis Area Insurance Trust; Mike Hennessey, Smith McGehee; and seven members of the public.

Chairman DeCampi called the meeting to order at 5:30 p.m.

### **I. APPROVAL OF MINUTES**

**Councilmember Logan made a motion to approve the minutes of the May 8, 2017 Committee Meeting.** The motion was seconded by Councilmember McGuinness and **passed by a voice vote of 4 to 0.**

### **II. NEW BUSINESS**

#### **A. 2018 City Council Proposed Meeting Schedule**

Mike Geisel, City Administrator, presented the proposed 2018 City Council meeting schedule noting that it had been prepared with the same considerations as previous years. **The proposed schedule passed by unanimous consent.**

#### **B. Budget Workshop Calendar**

Craig White, Finance Director, presented the budget workshop calendar noting that there was a conflict for the second meeting scheduled on Monday, October 23. Mr. White recommend rescheduling to Monday, October 30, noting that there were no other City meetings scheduled on that date. **The amended budget workshop calendar passed by unanimous consent.**

**C. Selection of Ex Officio Liaison Member to the Management Information System Citizens Advisory Committee**

**Councilmember McGuinness motioned to approve Councilmember Logan to serve as Ex Officio Liaison Member to the Management Information System Citizens Advisory Committee.** The motion was seconded by Councilmember Keathley and **passed by a voice vote of 4 to 0.**

**D. Review/acceptance of FY2016 Audit and “Comprehensive Annual Financial Report” (CAFR)**

Mr. White presented the 2016 financial statements noting that audit procedures were substantially completed in April but all signoffs were just finalized on Friday. The audit was performed by Daniel Jones & Associates who issued a clean opinion on the City’s financial statements and federal grant compliance as part of the single audit. There were no material management letter comments. Mr. White indicated that City Ordinance #10 requires approval of the audit. **Councilmember Logan motioned to approve the audit.** The motion was seconded by Councilmember DeCampi and **passed by a voice vote of 4 to 0.**

**E. BuyBoard Purchasing Cooperative**

Mr. White discussed an opportunity to join the BuyBoard Purchasing Cooperative. This is a large co-op formed between the National School Boards Association and several state school boards to streamline the buying process for schools, municipalities, and other public entities. The co-op was developed to comply with state laws that require governmental entities to make purchases from an approved list of vendors who have gone through a competitive procurement process. In the past, the City has identified opportunities to buy furniture (such as chairs) at favorable rates through BuyBoard but had been unable to move forward because it was not a member. Joining a co-op does not cost the City anything and there is no requirement to make purchases.

Mr. Geisel indicated that it joining a co-op requires Council to pass ordinance or resolution authorizing the City to participate. There being no further discussion or dissent, **the motion for Council to pass a resolution authorizing the City to join the BuyBoard Purchasing Cooperative passed by unanimous consent.**

**F. Public Officials Insurance Renewal**

**G. Public Officials Insurance Discussion**

**Discussed concurrently**

Mr. Geisel began the conversation by providing a brief overview of the City's current Public Officials Insurance. SLAIT acts on the City's behalf as our insurance broker. This item was placed on the agenda for informational purposes as Mayor Nation had asked to see the City's Public Officials Insurance Policy. Mr. Geisel indicated that no action was necessary from the Committee or Council in order to renew the City's Public Officials Insurance.

Chairman DeCampi introduced Mike Hennessey, an insurance broker from Smith McGehee, who was on hand to discuss municipal D&O issues.

Steve Wicker from SLAIT was also on hand to discuss the City's D&O coverage. Mr. Wicker indicated D&O coverage insures the City, elected officials, and employees from wrongful acts and employment practice liability. Generally, wrongful acts come from zoning issues where the suing party claims that the City did not properly follow their zoning laws. Employment practice liability arises when a current or former employee disagrees with the manner in which the City handled an issue(s).

Mr. Wicker alluded to an ongoing City concern related to insurance coverage and how it relates to claims for inverse condemnation. He clarified that the City has a right to condemn properties, but there is a very rigid process that must be followed. Condemnation awards are not typically covered by any insurance because, if a court ruled that a property was inversely condemned, the remedy is that the City would take possession of the property.

Councilmember Logan also noted that Darwin International, the City's current D&O provider, will no longer be offering such coverage after June 30, 2017. He asked if there was any indication that the City's new carrier, XL Catlin, will exit the practice in the near term. Mr. Wicker indicated that many insurers come in and out of the municipal D&O insurance area but there was no reason to suspect that XL Catlin will be leaving anytime soon. Part of the City's new coverage will include coverage for monetary claims.

Mr. Geisel reminded the Committee that the City believes the current Darwin coverage does, in fact, provide coverage in the specific instance and the City is currently pursuing legal remedies related to this.

Mr. Wicker noted that the 25 cities that make up SLAIT operate similar to a purchasing cooperative with similar coverage and costs based on the size of the participating municipalities and claims history.

Councilmember McGuinness asked Mr. Wicker if there was any D&O related coverage that he felt the City was missing. He said no however the City does have the option to increase coverage from \$2 million to \$5 million and also has the option to include coverage relating to FMLA issues. He clarified that the FMLA issues predominately pertain to issues at fire departments due to complexities with their employment practices. He indicated that there has only been one FMLA related suit in the history of SLAIT.

Chairman DeCampi asked if the downside to leaving SLAIT would be the loss of purchasing power. Mr. Geisel indicated that historically, cities that left SLAIT experienced short term gains that quickly evaporated, lost the equity which comes back to the cities with the return of excess premiums, and were barred from reentering SLAIT for three years. Mr. Wicker clarified that SLAIT is a trust that directly provides coverage for property, workers compensation, and general liability. It is run by a board of City Managers/Administrators from the group. The trust has its own deductible and pays claims like an insurance company. The plus side of membership is the return of excess premiums which separates it from a typical insurance company.

Councilmember McGuinness asked if Chesterfield was currently represented on the board. Mr. Geisel indicated that the former City Administrator was on the board and he expected the City to be on the board again in the future.

Councilmember Logan indicated his opposition to leaving SLAIT and Chairman DeCampi clarified that his intention was to identify any downside to leaving. Mr. Wicker and Mr. Geisel noted that SLAIT's administrative costs were well below the industry average which were enabled as the trust operates without profit.

Mr. DeCampi then asked Mr. Hennessey if he had anything to add to the discussion. Mr. Hennessey indicated that he was long time resident of Chesterfield and was grateful for the opportunity to contribute to the discussion. His focus was on D&O insurance and not on SLAIT. He clarified that the D&O was not a mandatory SLAIT offering like workers comp and property and suggested that what makes D&O different from other City coverages is the elected officials' personal exposure from such suits. Mayor Nation and Councilmember Logan clarified that the City's elected officials were indemnified from such suits. Mr. Hennessey stated that the underpinning of D&O coverage is risk management and that elected officials' personal assets are at risk unlike

all other insurance coverages. This particular policy is not an off the shelf policy and requires clarity on the coverage.

Mr. Hennessey indicated that the Darwin insurance business was purchased by another insurer which was not retained by the City. He suggested that this type of discussion should be part of Council's decision making process.

Councilmember McGuinness asked if we would be leaving SLAIT if we purchased D&O through a separate provider. Mr. Geisel indicated that pursuing a different coverage would not terminate the City's relationship with SLAIT. He went on to state that SLAIT acts as our insurance broker with expertise and history with both Chesterfield and area municipalities. The City has the ability to utilize SLAIT for advice and guidance when looking at options and to let us know what we don't know. That said, we could go outside of SLAIT to purchase D&O if advantageous. Mr. Wicker indicated that there were no SLAIT cities that had found it advantageous to purchase D&O insurance from a different provider.

Mr. Graville asked Mr. Hennessey if Smith McGhee would be looking at the same pool of D&O insurance providers as SLAIT. Mr. Hennessey indicated that this was the case. He clarified that the difference would be analyzing the risk management for Chesterfield as compared to the rest of the SLAIT cities.

Mayor Nation asked if the premium would be fully reimbursed if the insurance renewed and then a different carrier was selected. Mr. Wicker indicated that the City would not be able to get a full pro-rata reimbursement and the best method would be to review the options further in advance next year.

Mr. Hennessey suggested that SLAIT might be the best choice for the City but he could not verify without reviewing the proposed coverage. He offered to review the City's insurance options and provide feedback.

Councilmember Keathley asked when the indemnification of public officials would come into play relative to D&O insurance. Mr. Graville responded that the insurance policy is the primary protection with indemnification being secondary. Councilmember Keathley then asked if elected officials could be personally covered for their exposure as a city official. Both Mr. Wicker and Councilmember McGuinness recalled reaching out to their personal insurance carriers about such coverage and being told that none existed.

**Councilmember Logan directed Staff to bring a review of City insurance coverages to the F&A Committee three months prior to them coming up for renewal.**

Mr. Geisel asked Mr. Wicker if the timing requested was feasible keeping in mind that most insurance renews on 7/1 and there are new elected officials each April. Mr. Wicker indicated that it was difficult to provide detailed bids with more than 30 days before the renewal is due. Health insurance is the exception to this rule, with rates known in April, because it is needed in advance of each cities' open enrollment period. He clarified that the policies as they are could be reviewed for appropriateness three months in advance of the renewal, but the financial terms would not yet be available.

Mr. Graville asked Mr. Hennessey what other cities that Smith McGhee handles D&O insurance for. Mr. Hennessey responded that the Company does not handle any municipal policies at the current time, although both staff and the firm have past municipal experience.

#### **H. Process for setting Council Meeting Agenda**

Chairman DeCampi introduced the topic and referenced a discrepancy between City Code and Ordinance.

Mr. Graville stated that when the ordinances were codified, Council effectively adopted the codification over the ordinances. As the Code is currently written, it is the City Administrator's job to set the Council Agenda as an administrative function. Council can change the manner in which agendas are set if they choose.

Chairman DeCampi suggested that there should be a vote to adopt the agenda before each meeting. Mr. Graville indicated that some Cities vote to adopt the "tentative agenda" as the first order of business at each meeting but it this is not a requirement to move forward. Mr. Geisel asked if items could be added to the agenda. Mr. Graville responded that this may not meet the statutory notice requirements. He suggested that new items can be added with less than 24 hours notice only under certain specific circumstances.

There was a brief discussion regarding the approval of the agenda via email. Such approval would constitute a meeting that would need to be open to the public.

Councilmember Logan recapped the current process in which most items come from committee, via vote, to the Council Agenda. He suggested that it would not be a good practice to put items on the agenda that had not been approved at the committee level and then vetted by Staff.

Councilmember DeCampi cited Roberts Rules, as the standard for the City's parliamentary procedures, and suggested that it was clear in that the agenda should be set and approved by the entire assembly. He suggested a possible step to be in alignment with Roberts Rules would be to require a vote to adopt the agenda at the beginning of each meeting. This would give the Council the opportunity to air any grievances such as in a hypothetical instance in which a member was blindsided by one of the items on the agenda.

Mr. Geisel noted that the City Code established Roberts Rules as the parliamentary authority to govern the conduct of all meetings in all cases where they are not inconsistent with statute or with the rules of procedures adopted by the City Council.

Mr. Graville suggested moving the approval of agendas to the first item in the agenda reviews. Chairman DeCampi indicated support of this practice. Mr. Geisel suggested that this would require taking minutes of the agenda review and changes to the order of business as it would constitute a City meeting.

Mr. Graville clarified that, as is, the "tentative agenda" becomes the agenda once it is acted upon. Under Roberts Rules, if no one objects, it becomes the actual agenda. Councilmembers do have the opportunity to object the agenda as a point of order issue under the current practice.

Councilmember Keathley suggested that if someone has the opportunity to object to the agenda it should be clearly established and a step in which the agenda was adopted would allow this.

Discussion ensued about the guidance from Roberts Rules and the requirement that the City follows them in its meeting process.

Councilmember McGuinness suggested that the Mayor, as an elected official, was the appropriate person to set the agenda as was indicated in the original ordinance.

Mr. Geisel stated the four ways in which an item is added to the Council Agenda:

- 1) It comes from a Standing Committee of Council
- 2) It comes from the Mayor
- 3) It is added by the Council under new business
- 4) It is an administrative item included on the agenda from the City Administrator

Mr. Graville asked the Committee if there is a problem with the way items currently get onto the agenda. He suggested that the notion that the City

Administrator has significant power or discretion in “setting” the agenda is somewhat misleading due to the limited ways in which an item can get on the agenda.

Councilmember McGuinness suggested that if three or more Councilmembers wanted an item on the agenda they should have the ability to add it. Mr. Geisel responded that this can be done by bringing up an item during new business in which it can be added to the next agenda. Mr. Graville indicated that he has seen Councilmember McGuinness’ suggestion in practice but only at cities with limited Committee involvement/authority.

Councilmember McGuinness asked if it was the appropriate time to change the Code to have the Mayor set the agenda. Mr. Graville reminded the Committee of the administrative aspects of creating the agenda and limited ways in which items can be added. Councilmember Logan stated that, under existing City Code, the Mayor is the only one that can add items to the agenda and that the City Administrator works for the Mayor.

Councilmember McGuinness discussed a situation where the City Administrator was not working with the Mayor. Chairman DeCampi suggested that approval of the agenda would give the Council the opportunity to publicly state their agreement/disagreement with the agenda should this occur. Mayor Nation suggested that a process in which the agenda was adopted would not have affected any of the referenced issues that occurred in the past.

Mr. Geisel stated that under the current practice, the general public knows that if an item is not on the agenda then it will not be discussed. It can be brought up during new business and discussed at the next meeting. By making the agenda a tentative agenda in which items can be added, it reduces transparency to the general public who may rely on the published agenda.

Discussion ensued over what would be accomplished/prevented by approval of the agenda.

Councilmember Logan asked what would happen if five Councilmembers voted to not approve the agenda and if they would need to state a reason. He indicated that there was a reason for the current process and questioned if it was appropriate for Councilmembers to prevent the designed process from occurring without a reason.

**Chairman DeCampi made a motion to postpone the discussion to the next F&A Committee meeting.** The motion was seconded by Councilmember McGuinness and **passed by a voice vote of 4 to 0.**

## **I. Human Resources Responsibility**

Chairman DeCampi introduced the discussion and expressed concern about the lack of an HR position in light of the complexity and potential liability of certain issues currently facing the City.

Mr. Geisel provided an overview the City's HR function. The City previously had an HR Director position which was defunded by a previous City Council. The City currently has a decentralized HR function with many of the traditional HR responsibilities handled by the City's Employee Services Administrator, with City Directors handle the hiring process, and the City Administrator handles top level authority as described in the personnel manual and other City documents. The Employee Services Administrator is a sub-Director administrative position within the Finance Department. The position manages employee files, coordinates benefits, assists with payroll, processes payroll taxes and annual filings, handles onboarding, etc.

Chairman DeCampi expressed concern about the volume of the City Administrator's HR responsibility in light have evolving rules and laws.

Mr. Geisel responded that while he concurs with concerns related to the lack of a designated centralized Human Resource Director, he is more concerned with the lack of an Assistant Finance Director to provide a backup for the Finance Director to ensure continuity of operations and to provide secondary oversight. Such a position would improve the City's financial oversight, continuity of operations, and expand the Department's ability to produce transparent and timely managerial analysis.

Councilmember Keathley asked if each department had policies and procedures to handle employee complaints. Mr. Geisel answered affirmatively and briefly described them.

Councilmember Tilman asked if the ongoing compensation study would make any recommendations about the appropriateness of staffing levels and/or the need for an HR Director. Mr. Geisel indicated that this was beyond the scope of the compensation study but that the City would learn how many other cities have this type of position.

Councilmember Ohley asked if additional training would be beneficial for each City Director. Mr. Geisel responded that each Director is trained and the City continues to compile and communicate issues as they arise. He agreed with Councilmember Ohley that additional training would help supplement the City's existing HR function/capabilities.

Mayor Nation asked if the City has had many problems in this area. Mr. Geisel indicated that he felt the City has had a below average level of significant issues for an organization of its size.

Mr. Graville indicated that he was not aware of any significant HR related issues and that he had been impressed with the Employee Service Administrator's documentation, knowledge and professionalism when handling a recent workers compensation issue.

Councilmember Logan expressed a reluctance to add an additional budgeted position at this time. Mr. Geisel suggested, as a possible alternative, rather than hiring a Director level Human Resource employee, to hire an assistant Director of Finance position and to commit time and resources to provide training to the current Employee Service Administrator, in an effort to raise existing competencies.

Councilmember McGuinness asked how much an Assistant Finance Director would cost to which Mr. White estimated a beginning salary of approximately \$70,000 for a CPA who can help produce a CAFR and perform the higher level accounting functions. This position would handle high level reporting (sales tax by location), internal audit functions and reviews, performance management/analysis (productivity comparisons versus industry standards), etc.

**Councilmembers Logan directed staff to propose multiple options related to the potential addition of an Assistant Finance Director and/or expanded HR function, including potentials job descriptions and additional training, as part of the 2018 budget preparation process.**

#### **J. Ash Tree Removal Program**

Chairman DeCampi introduced the topic indicating that the City was in the process of removing the diseased ash trees located in Chesterfield with an annual cost of approximately \$400,000/year. He then handed the discussion over to Mr. Eckrich who went into further detail by describing the project manager, that the 6,700 ash trees have been reduced to approximately 5,200, and that the cost breakdown was approximately \$300,000 for sidewalk repairs and \$140,000 for tree replacements.

Chairman DeCampi indicated that he had spoken to Mueller Brothers, a local sawmill, that is potentially interested in using the lumber that would be removed as part of this project for cabinetry. Mr. Eckrich noted that there was essentially no value for trees which are 12 inches or less which represents approximately 2,600 of the remaining ash trees in Chesterfield with the rest primarily falling in the 12-18 inch range. Logs over 18 inches in diameter might be worth 50 cents per board foot if the City removed and transported the trees. Mueller Brothers

suggested speaking to a logger about the removal which Mr. Eckrich had scheduled for the next day.

Mr. Eckrich noted discussions that he had with other cities about their respective efforts noting that none had found an opportunity to profit from the trees' removal. While mills will take the wood, none will pay for it.

Councilmember Logan asked if the wood was quarantined and if that would limit the City's ability to move it. Mr. Eckrich responded that we are following all legal requirements and the mill that the City has been talking with is within in the quarantine area. Mr. Eckrich expressed concern that most of the Chesterfield ash trees are not large enough to make it worth the City's efforts.

Councilmember Logan expressed concerns about the quality of the wood in question and ensuing that the City is transparent about it to avoid any potential liability.

Mr. Geisel indicated that any financially beneficial opportunities would be pursued and Mr. Eckrich noted that he would keep Council up to speed regarding his ongoing discussions.

Councilmember Tilman expressed a desire to use the timber for something other than mulch if possible.

Councilmember Ohley asked how many trees were healthy. Mr. Eckrich could not provide a definite answer but indicated that once the disease was in the area, all trees were likely to become diseased.

#### **K. Discussion RE: Transparency Portal**

Councilmember McGuinness noted that the contractual salaries for the City Attorney, Prosecuting Attorneys, and Judge were not included with the employee salaries included on the City's Transparency Portal. She recommended adding the actual amount paid during the prior year, budgeted amount for the current year, and a note indicating that these positions are contractual.

Mr. Geisel suggested purchasing a module that would enhance the public's access to the City's financial records.

Councilmember Logan noted that, unlike the salaries of actual City employees, these amounts could not be automatically uploaded from our personnel records which increased the potential of a manual error.

**Councilmember McGuinness made a motion to recommend to Council that the City add to the Salaries included on the Transparency Portal, the prior year and current year budgeted payments to the City Attorney, Prosecuting**

**Attorneys, and Judge with a note indicating that these are contractual salaries. The motion passed by unanimous consent.**

### **Additional New Business**

Councilmember Logan indicated that he was concerned about recent trends in the monthly Financial Updates and would like additional information. **He directed Staff to add a review of the line items in the Financial Update to the next F&A Committee Agenda.**

Councilmember McGuinness referenced a report that used to be distributed detailing the highest sales tax businesses and asked if it contained proprietary information. Mr. White clarified that the dollar amounts could not be disclosed but a sequential listing of businesses, with the sales tax figures omitted, was permissible.

Mayor Nation asked if we could report revenues from specific locations such as Chesterfield Mall. Mr. White indicated that this was a time consuming endeavor that could be performed if directed to do so. Mayor Nation indicated that he would not need this information on a monthly basis but it would be beneficial to receive periodically.

There was no additional new business.

## **III. UNFINISHED BUSINESS**

### **A. Live Streaming**

Mr. Haug introduced the topic noting that he was following up on Council's various requests relating to the feasibility and cost of live streaming Council meetings. Mr. Haug discussed his research of live streaming which included discussions with other municipalities and vendors which had supported his initial cost estimates. Based on these discussions, Mr. Haug was recommending a high quality streaming approach that would require the installation of hardware at an initial cost of approximately \$33,000, streaming services at \$550/month, and to contract with CC Media to professionally film the meetings at \$250/meeting (for up to three hours) and \$50 for each additional hour.

Mr. Haug indicated that the video would be streamed directly on both our Facebook and YourTube channels. As proposed it would only include Council meetings held in Council Chambers.

**Councilmember McGuinness motioned for the committee to recommend this service to Council.** Further discussion ensued about the long-term requirements and costs of maintaining the hardware/service. Mr. Haug noted that the files were too large and complex to maintain on the City's servers. Councilmember Logan expressed concerns related to the cost and necessity in light of information already made available to the public. Councilmember Keathley expressed concerns about the cost noting the potential value for residents that could not physically attend the meetings. Mr. Haug indicated there would be limited cost savings if the video was made available the next day rather than streamed in real-time. The motion was seconded by Councilmember DeCampi and **failed by a voice vote of 2 to 2 with Councilmembers McGuinness and DeCampi voting in favor. The issue will move to City Council without a recommendation.**

### **B. Review of City Code: Ordinances 3082-3089**

Mr. Geisel introduced the topic which has been ongoing since April, 2016. At the time, Staff and the City Attorney were directed to address any inconsistencies between the City Code and Ordinances. Mr. Geisel walked through issues pertaining to each of the noted Ordinances.

**3082** – An ordinance amending Ordinance 7 pertaining to the Mayor's obligation to perform the City Administrator's duties. Mr. Geisel recommended deleting this ordinance which is already excluded from City Code. By deleting it, the Ordinances will agree with the City's current practice.

**Councilmember Logan made a motion to recommend to Council to oppose Bill No. 3082.** The motion was seconded by Councilmember Keathley and **with a voice vote of 2 to 2 with Councilmembers Logan and Keathley voting in favor.**

Chairman DeCampi verified that if the motion failed at the Committee level, a conflict between City ordinances and the City Code would continue to exist. Opposing the bill would have essentially no impact in practice but would reconcile an issue between the City's ordinances and Code.

Chairman DeCampi made a motion to reconsider. The motion to reconsider was seconded by Councilmember Keathley and **passed by a voice vote of 3 to 1 with Councilmember McGuinness voting in opposition.**

**Councilmember DeCampi made a motion to recommend to Council to oppose bill 3082.** The motion was seconded by Councilmember Logan and **passed by a voice vote of 3 to 1 with Councilmembers McGuinness voting in opposition.**

**3083** – An ordinance amending sections 2-74 and 2-80 of the City Code pertaining to the City Administrator's duties and authority. It formerly indicated

that the City Administrator was to serve subject to the review of both the Mayor and City Council. The proposed amendment removes “and City Council”. **Councilmember Logan made a motion to recommend the proposed modifications (to section “L”) of Bill No. 3082 to Council.** The motion was seconded by Councilmember McGuinness and **passed by a voice vote of 4 to 0.**

**3084** – An ordinance amending section 2-5 of the City Code pertaining to notice of liability claims. The proposed change requires written liability notices to go to the Mayor, rather than the City Administrator, as required by state law. **The recommendation to Council of the proposed amendment to Bill No. 3084 passed by unanimous consent.**

**3085** – An ordinance amending section 2-29 of the City Code pertaining to duties and powers of the Mayor and City Council. The proposed change eliminates “The Mayor shall execute on behalf of the City all contractual and legal documents approved by the City Council.” This change was recommended as it is not be practical for the Mayor to sign everything for a City of Chesterfield’s size. **The recommendation to Council of the proposed amendment to Bill No. 3085 passed by unanimous consent.**

**3086** – An ordinance amending ordinance 12, ordinance 528 and section 2-47 of the City Code pertaining to scheduling of regular meetings of City Council. Replaces language defining regular meetings with the following to be compliant with current practices:

*Regular meetings of the Chesterfield City Council shall be on the First and Third Mondays of each month beginning at 7:00 p.m. The meeting place of the City Council shall be at the City Hall unless otherwise ordered by the City Council. The City Council may cancel or rescheduled meetings if City Council determines it to be in the best interest of the general public. Notice for all meetings shall be provided in accordance with RSMo 610.*

**The recommendation to Council of the proposed amendment to Bill No. 3086 passed by unanimous consent.**

**3087** – An ordinance amending section 2-50 of the City Code pertaining to rules of procedure for the Mayor and City Council. Mr. Geisel recommended deletion of the proposed ordinance as the rule it would strike regarding roll call votes that is required by state law. **Councilmember Logan made a motion to recommend to Council the deletion of Bill No. 3087.** The motion was seconded by Councilmember McGuinness and **passed by a voice vote of 4 to 0.**

**3088** – An ordinance amending section 2-82 of the City Code pertaining to the appointment of the City Administrator during temporary absences. **The**

**recommendation to Council of the proposed deletion of Bill No. 3088 passed by unanimous consent.**

**3089** – An ordinance amending section 2-91 of the City Code pertaining to the appointment of the City Clerk. Mr. Geisel noted that the City Clerk could only be appointed by the Mayor and termination of this position required 30 days written notice. Mr. Geisel recommended updating this language to reflect the requirements for any City Director:

*The City Administrator shall appoint the City Clerk with the consent of the City Council. The term of the City Clerk shall continue from the date of appointment for an indefinite period of time not to exceed four (4) years. The City Clerk may be removed from office by the City Administrator with consent of the City Council.*

**The recommendation to Council of the amendment to Bill No. 3089 passed by unanimous consent.**

**C. Victims' Rights Bill**

No discussion at this time.

**D. Unfinished Business**

The following *Unfinished Business* agenda items were not reviewed.

- 1. Business License Overview**
- 2. Review of City Council Policies: 22, 24 & 29**
- 3. City Attorney, Prosecuting Attorney, and Municipal Judge Reform**
- 4. Review of City Code: Chapter Two Administration – Volume 3**

**IV. ADJOURNMENT**

The meeting was adjourned at 8:56 p.m.



## MEMORANDUM

**DATE:** May 31, 2017

**TO:** Mike Geisel, City Administrator

**FROM:** Vickie Hass, City Clerk 

**SUBJECT:** 2018 Proposed City Council Meeting Schedule

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After reviewing the attached Jewish Community Relations Council (JCRC) "Calendar of Major Jewish Holidays" and reviewing the holidays the City will observe in 2018, I have prepared the attached 2018 Proposed City Council Meeting Schedule. The JCRC Calendar of Major Jewish Holidays states that "Jewish holidays always begin shortly before sunset the evening before the date noted, and end an hour after sunset on the date noted."

Please review this proposed City Council Meeting Schedule for 2018.

Attachments

cc: Libbey Tucker, Assistant City Administrator



## 2018 Proposed City Council Meeting Schedule 7:00 p.m.

### January

Wednesday, January 3  
(New Year's Day Jan. 1)  
Wednesday, January 17  
(Martin Luther King Jr. Day Jan. 15)

### February

Monday, February 5  
Wednesday, February 21  
(Presidents Day Feb. 19)

### March

Monday, March 5  
Monday, March 19

### April

Wednesday, April 18  
(Municipal Election April 3)

### May

Monday, May 7  
Wednesday, May 23  
(Shavuot May 21)

### June

Monday, June 4  
Monday, June 18

### July

Monday, July 16

### August

Monday, August 6  
Monday, August 20

### September

Wednesday, September 5  
(Labor Day Sep. 3)  
Monday, September 17

### October

Wednesday, October 3  
(Shemini Atzeret/Simchat Torah Oct. 1)  
Monday, October 15

### November

Monday, November 5  
Monday, November 19

### December

Monday, December 3

**OVERVIEW**

This calendar is presented to help schools and employers in developing schedules so that members of the Jewish community will not miss significant opportunities because of their religious obligations. No person should be penalized because of his or her religious observances or beliefs.

This calendar can assist teachers and school administrators in scheduling events and activities such as tests, athletic events, performances, field trips, parent-teacher conferences, graduations, proms and open houses. Businesses, government agencies, non-profit organizations, and legislative bodies may also find this calendar helpful when planning meetings and events.

During major Jewish holidays, work is traditionally prohibited. Some Jewish individuals will therefore not be at school or places of employment on these days. Most Jews observe Rosh Hashanah and Yom Kippur and will be absent these "High Holy Days." Some branches of Judaism observe Rosh Hashanah for one day; others observe it for two days.

Jewish parents and students are asked to let school officials know in advance of planned absences for Jewish holidays. Educators are reminded that students should be given excused absences to meet their religious obligations, and that reasonable accommodations should be made to allow the student to make up lessons and assignments that are missed.

**PLEASE NOTE:**

• **JEWISH HOLIDAYS ALWAYS BEGIN SHORTLY BEFORE SUNSET THE EVENING BEFORE THE DATE NOTED, AND END AN HOUR AFTER SUNSET ON THE DATE NOTED.**

• The observance of Jewish Sabbath begins shortly before sunset each Friday and concludes an hour after sunset on Saturday.

• Jewish holidays fall on different dates each year because the Jewish calendar follows the lunar cycle.

**JCRC CALENDAR OF MAJOR JEWISH HOLIDAYS (2015-2019)**  
**NOTE: HOLIDAYS BEGIN PRIOR TO SUNSET OF THE PRECEDING EVENING AND END AFTER SUNDOWN ON THE DATE NOTED.**

	2016	2017	2018	2019	2020
<b>Spring Holidays</b>					
Pesach (Passover)	Sat/Sun April 23, 24	Tues/Wed April 11, 12	Sat/Sun March 31, April 1	Sat/Sun April 20, 21	Mon/Tues April 9, 10
Concluding Days of Pesach	Fri/Sat April 29, 30	Mon/Tue April 17, 18	Fri/Sat April 6, 7	Fri/Sat April 26, 27	Sun/Mon April 29, 30
Shavuot (Festival of Weeks)	Sun/Mon June 12, 13	Wed/Thurs May 31, June 1	Sun/Mon May 20, 21	Sun/Mon June 9, 10	Fri/Sat May 29, 30
<b>Fall Holidays</b>					
Rosh Hashanah (New Year)	Mon/Tues Oct. 3, 4	Thurs/Fri Sept. 21, 22	Mon/Tues Sept. 10, 11	Mon/Tues Sept. 30 Oct. 1	Sat/Sun Sept. 19, 20
Yom Kippur (Day of Atonement)	Wed. October 12	Sat. Sept. 30	Wed. Sept. 19	Wed. Oct. 9	Mon. Sept. 28
Sukkot (Harvest, Thanksgiving)	Mon/Tues Oct. 17, 18	Thurs/Wed Oct 5, 11	Mon/Sun Sept. 24, 30	Mon/Sun Oct. 14, 20	Sat/Sun. Oct. 3, 4
Shemini Atzeret (8th Day of Sukkot)	Mon. Oct. 24	Thur. Oct. 12	Mon. Oct. 1	Mon. Oct. 21	Sat. Oct. 10
Simchat Torah (Rejoicing in the Law)	Tues. Oct. 25	Fri. Oct. 13	Tues. Oct. 2	Tues. Oct. 22	Sun. Oct. 11

**NOTE: HOLIDAYS BEGIN PRIOR TO SUNSET OF THE PRECEDING EVENING AND END AFTER SUNDOWN ON THE DATE NOTED.**

	2016	2017	2018	2019	2020
<b>Purim</b>	Thurs. March 24	Sun. March 12	Thurs. March 1	Thurs. March 21	Tues. March 10

**OBSEVANCE OF THE FOLLOWING JEWISH HOLIDAYS DOES NOT INCLUDE ABSENCE FROM SCHOOL OR WORK.**

	2016	2017	2018	2019	2020
Yom HaShoah (Holocaust Remembrance Day)	Thurs. May 5	Mon. April 24	Thur. April 12	Thur. May 2	Tue. April 21
Yom Ha'atzmaut (Israel Independence Day)	Wed. May 11	Tues. May 2	Thu. April 19	Thu. May 9	Wed. April 29
Chanukah	Sun. Dec. 25- Sun. Jan. 1	Mon. Dec. 13- Wed. Dec. 20	Mon. Dec. 3- Mon. Dec. 10	Mon. Dec 23- Mon. Dec. 30	Fri. Dec. 11- Fri. Dec. 18

Jewish Community Relations Council  
 #12 Millstone Campus Drive  
 St. Louis, Missouri 63146

Phone: 314/442-3871, Fax: 314/989-1361  
 Email: jrcrstl@jrcrstl.org  
 www.jrcrstl.org



## Jewish Community Relations Council Calendar of Major Jewish Holidays

JCRC

#2 Millstone Campus Drive  
St. Louis, Missouri 63146

### MAJOR JEWISH HOLIDAYS

**SHABBAT** (shah bat'), the Jewish Sabbath, commemorates God's day of rest on the 7th day of creation. It is observed shortly before sunset on Friday to an hour after sunset on Saturday. Shabbat is a day to refrain from work and to spend in rest, prayer, and study for traditional Jews.

**ROSH HASHANAH** (rosh' hah shah nah'), marks the beginning of the Jewish year and begins a ten-day period of prayer and repentance, which ends on Yom Kippur. The holiday may be observed for one or two days.

**YOM KIPPUR** (yom kee poor') is the most solemn day of the Jewish year, observed by prayer, meditation, and fasting, and asking for God's forgiveness.

**SUKKOT** (soo koo') is a festival of thanksgiving, marked by erecting booths as Jews did in ancient times during the harvest. It may be observed for seven or eight days, but only the first two and last two days are full holidays. The last day is known as **SHEMINI ATZERET** (sheh nuh' ni atz air' et).

**SIMCHAT TORAH** (sim' chat' to' rah) marks the completion of the yearly cycle of reading the first five books of the Bible, known as Torah, or Jewish law, and starting the cycle over again.

**PESACH** (peh' sach), commonly called Passover, commemorates the exodus of the Jews from Egypt. It may be observed for seven or eight days, but only the first two and last two days are full holidays. On both of the first two nights, a special dinner called a seder is held to tell the story of the Exodus.

**SHAVUOT** (shah voo' ot') commemorates Moses receiving the Torah (law) from God on Mt. Sinai. It is often the day of confirmation (graduation) from weekend religious schools, usually while in the 10th grade in public school. It may be observed for one or two days.

**PURIM** (pur' reem) commemorates the rescue of the Jews in ancient Persia from a plot to exterminate them, and celebrates religious freedom.

**YOM HA'SHOAH** (yom' ha show' ah) is a day in memory of the six million Jews killed by the Nazis during the Holocaust.

**YOM HA' ATZMAUT** (yom' ha atz' ma oot) is Israel Independence Day, celebrating the establishment of Israel in 1948.

**CHANUKAH** (chah' nu kah), sometimes spelled "Hanukah," is the eight-night "Festival of Lights," marking the rededication of the Second Temple after the Jews were victorious against the Syrians in 165 B.C.E.

### GUIDELINES FOR RECOGNIZING RELIGIOUS HOLIDAYS IN THE PUBLIC SCHOOLS

How to handle religion in the public school classroom is one of the most controversial issues in society today. The Jewish Community Relations Council recommends that all school districts have a written policy on the subject. The JCRC offers these guidelines:

1. **It is important to teach about religion, but not teach religion itself.** This distinction is critical. It is appropriate to acknowledge the role religion has played in history, civics, the arts and culture, and our lives in general. But this must be done in a secular manner. The approach should be academic, not devotional. Schools may make the students aware of religion, but not impose acceptance of religion. The classroom should promote study about the role of religion, but not sponsor the practice of religion.

2. **Sensitivity is crucial.** The age, diversity, and sensitivities of the students must always be a prime consideration.

3. **Context is everything.** When determining the appropriateness of a classroom lesson or remark, some important factors to consider are the subject of the class, the age of the students, and not only *what* is said but also *how* it is said.

4. **Religious holidays provide opportunities for teaching about religion,** which may be appropriate during discussions of different cultures and communities in civics, geography, history, art or music. Teaching about the holidays is permissible, celebrating the holidays is not. Proselytizing or promoting or denigrating any religion is strictly prohibited.

5. **Information on religious holidays may focus on how and when they are celebrated,** and their origins, histories, and generally agreed-upon meanings. If done objectively and sensitively, neither promoting nor inhibiting religion, the study of religious holidays can foster understanding and mutual respect.

6. **Religious symbols may be used as a teaching aid if displayed temporarily as part of an academic program.** Religious art, drama, music, or literature may also be permissible if it serves a sound educational curriculum, is not used as a vehicle for promoting religious belief, and does not dominate a play, concert, or presentation.

*Adapted from "Religious Holidays in the Public Schools: Questions and Answers" published jointly by several national organizations.*



## 2017 Finance & Administration Committee Meeting Schedule

### COMMITTEE MEETINGS

#### January

Monday, January 23

#### March

Monday, March 27

#### May

Monday, May 22

#### July

Monday, July 24

### COMMITTEE OF THE WHOLE BUDGET WORKSHOPS

#### September

Monday, September 25

#### October

Monday, October 23

#### November

Monday, November 6

Propose rescheduling meeting  
to Monday, October 30, 2017

#### November

Monday, November 27

**City of Chesterfield, Missouri**

**Comprehensive Annual Financial Report**

**Fiscal Year Ended December 31, 2016**

**Report prepared and submitted by the**

**Finance Department**

City of Chesterfield, Missouri  
 Comprehensive Annual Report  
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 Comprehensive Annual Report  
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## **Introductory Section**

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690 Chesterfield Parkway W • Chesterfield, MO 63017 • 636-537-4000

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June \_\_, 2017

To the Honorable Mayor, Members  
of the City Council, and Citizens  
of the City of Chesterfield, Missouri:

State law and local ordinances require that all general-purpose local governments publish a complete set of financial statements presented in conformance with U.S. generally accepted accounting principles (GAAP) and audited in accordance with U.S. generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby issue the comprehensive annual financial report (CAFR) of the City of Chesterfield, Missouri (the City) for the fiscal year ended December 31, 2016.

Management assumes full responsibility for the completeness and reliability of all information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformance with GAAP. Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City's financial statements have been audited by Daniel Jones & Associates, a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the basic financial statements of the City for the year ended December 31, 2016, are free of material misstatement. The independent audit involved: examining, on a test basis, evidence supporting the amounts and disclosures in the basic financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall basic financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended December 31, 2016, are fairly presented in conformity with GAAP. The independent auditors' report is presented as the first component of the financial section of this report.

City of Chesterfield, Missouri  
Letter of Transmittal  
December 31, 2016

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of MD&A. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the independent auditors' report.

### **Profile of the City**

The City is located on the western edge of St. Louis County. The City currently occupies a land area of 32 square miles and serves a population of 47,777 residents. The City enjoys a balance of residential neighborhoods and concentrated retail centers including one of the largest retail power centers in the country known as Chesterfield Commons and two outlet malls.

The City was incorporated under Missouri law as a third class city on June 1, 1988, and has operated under a mayor/council/administrator form of government since that time. Policy-making and legislative authority are vested in a governing council consisting of the Mayor and eight City Council members. The City Council is responsible for, among other things, passing ordinances, adopting the budget, appointing committees, and hiring the City Administrator, City Attorney, Judge, and Prosecuting Attorney. The City Administrator is responsible for carrying out the policies and ordinances of the City Council, for overseeing the day-to-day operations of the City and for appointing the heads of the various departments. The City Council is elected on a non-partisan basis. Council members serve two-year staggered terms, with four Council members elected each year. The Mayor is elected at-large to serve a four-year term. The City provides a full range of municipal services. These services include legislative, administrative, police services, judicial, planning, public works, and parks and recreation.

The annual budget serves as the foundation for the City's financial planning and control. All departments of the City are required to submit requests for appropriation to the Finance Director each year. At the direction of the City Administrator, the Finance Director uses those requests as the starting point for developing a rough draft of the proposed budget. The City Administrator then interacts with all Department Heads to review/discuss those initial requests and to review revenue projections with the Finance Director. The City Administrator is ultimately responsible for completing the proposed budget and forwarding same to the Mayor and City Council, for discussion and ultimate approval. The City Council is required to hold a public hearing on the proposed budget and to adopt a final budget no later than December 31, the close of the City's fiscal year. The appropriated budget is prepared by fund and department. Department heads may make transfers of appropriations within a department for amounts up to twenty-five hundred dollars (\$2,500.00) with prior approval by the Finance Director. Transfers within departmental budgets ranging from twenty-five hundred dollars (\$2,500.00) to five thousand dollars (\$5,000.00) can be made with prior approval by the Finance Director and City Administrator. Transfers within departmental budgets over five thousand dollars (\$5,000.00) may be made only with prior approval of a majority of the City Council. Transfers of appropriations between departments, however, require the special approval of the City Council. Budget-to-actual comparisons are provided in this report for each individual governmental fund for which an appropriate annual budget has been adopted. For the General Fund, this comparison is presented beginning on page 50 as required supplementary information. For governmental funds, other than the General Fund, with appropriated annual budgets, comparisons for major Special Revenue Funds are found in required supplementary information which begins on page 52, and comparisons for the budgeted nonmajor Special Revenue and Debt Service Funds are found in other supplementary information, which begins on page 60.

## **Factors Affecting Financial Condition**

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City operates.

### **Local Economy**

The City has a thriving business community and has established a business district convenient to both the City of St. Louis, Missouri to the east and St. Charles County to the west. This prime location along Interstate 64/Highway 40 provides businesses and residents with convenient access to health care, shopping, dining and numerous community amenities. Our population of 47,777 (*American Community Survey July 2015 Estimate*), high median income of \$92,571 and average consumer spending of \$1.1 million within a three-mile radius of city-center (*Xceligent Demographics*) make Chesterfield attractive for retailers.

Simon Premium Outlets and Taubman Prestige Outlets, which opened in August 2013, continue to drive retail tourism in the Valley, along with the continued success of the Chesterfield Commons. Cavender's Boots & Western Wear opened in the Blue Valley Development in 2016, and new restaurant openings included Rock N Brews, the chain owned by KISS star Gene Simmons, and Twin Peaks in the former Macaroni Grill location, a property owned by Chesterfield Mall. CBL Properties defaulted on the loan to Chesterfield Mall in mid-2016, and the property is now being managed by the receiver, Madison Marquette, who plans to stabilize and market the 1.2 million square foot property to a new buyer. With its strong location and proximity to households with high average incomes, it is a very sought after property for redevelopment. The Dillard's store at Chesterfield Mall experienced serious damage after a significant water main break occurred in September. While the Chesterfield Mall property faces multiple challenges, we are optimistic that it will eventually be redeveloped into a sustainable, mixed-use property.

The Chesterfield Valley, located in the City's western corridor, adjacent to I-64, is filled with retail, office, hotels, light industrial and warehouse facilities. Businesses in the Valley comprise 44% of licensed businesses within Chesterfield. The Valley is home to Spirit of St. Louis Airport, located on 1,500 acres and home to 150 different businesses, employing an estimated 4,000 people. Chesterfield Commons, known as the longest retail center in the country, contains over 2 million square feet of retail space. Wal-Mart, Target, World Market, Lowe's, Sam's Club, Office Max, Michael's, Best Buy, Red Robin, LongHorn Steakhouse, Sybergs, Babies 'R Us, Red Lobster, St. Louis Bread Company, Olive Garden, Chesterfield Galaxy 14 Cine, The Home Depot, and many others are located in Chesterfield Commons. We saw some adaptive reuses of property in this area in 2016, with a restaurant location being occupied by free-standing Verizon store and a buffet restaurant was razed to make way for a free-standing Raising Cain's Chicken Fingers. Mid-box sized tenants Gordman's and HH Greg announced closures due to corporate decisions. Retailers continue to face challenges amid growing internet sales.

Businesses in the Valley generate \$7.4 million in sales tax for the Parks Sales Tax Fund and Capital Improvement Fund for the City of Chesterfield and an estimated additional \$2 million in utility taxes and associated fees. Additionally, the Valley generates \$8.0 million in sales tax that goes in the County's sales tax pool that is distributed to cities based on their population. Chesterfield received approximately 6.5% (\$520K) of that \$8.0 million back in 2016. Another \$15.1 million and \$33.8 million is generated and distributed directly to Saint Louis County and the State of Missouri, respectively.

City of Chesterfield, Missouri  
Letter of Transmittal  
December 31, 2016

A Tax Increment Financing District, established just after the Flood of 1993 provided funding for multiple infrastructure improvement projects, including the construction of a 500-Year Levee, completely surrounding/protecting the Valley, along with the Boone's Crossing overpass on I-64, the widening of Long Road, the installation of bus shelters and numerous projects to improve interior drainage. The current levee is approximately eight feet higher than its predecessor and up to triple its thickness.

Bunge, a food grain commodities trading company and ingredient maker, announced plans in March to construct a 145,000 s.f. North American headquarters facility on the Kraus Farm site, one of the last remaining parcels for office development on the North Outer 40 in Chesterfield along the I-64 corridor. This \$48.5 million project will retain 550 jobs in the region and add over 200 jobs in the coming years.

Construction also began on the 125,000 s.f. Delmar Gardens III building, in which Rabo AgriFinance will have their North American headquarters in half of that space, bringing over 260 employees to Chesterfield and a \$45 million investment.

Monsanto finalized rezoning of their 200-acre campus to allow for future expansion plans. They constructed a 105,000 s.f. head-house containing 36 green houses with the ability to grow 5,000 plants and expanded their research labs. We were pleased to learn that the merger with Bayer will not adversely impact their presence in Chesterfield. This recent activity equates to a \$400 million investment and a commitment to add 650 new jobs in the coming years.

Pfizer and development partner Clayco announced that they will construct a new \$200 million research campus in Chesterfield Village at the corner of Olive and Chesterfield Parkway West, adding 80 jobs for a total of 625 employees. Pfizer currently leases space within the Monsanto campus, so this is a significant retention project for Chesterfield.

Many of these project "wins" were companies already located in Chesterfield or the St. Louis region, however, we were proud to attract a new project from outside of the state. Solid Gold Pet moved their headquarters from Greenville, SC into existing space in an office building on Conway Road. The holistic pet food company will have 25 jobs in St. Louis and 50 company-wide while making a \$100,000 investment.

All of these projects add a significant boost to the local and regional economy and in turn, drive the need for shopping, hotels, dining and housing thus the demand for new multi-family living space. Watermark Residential is constructing Chesterfield's first multi-family residential project since the 1980s. This 345-unit project is located in the heart of Chesterfield Village, near Central Park and Chesterfield Mall.

Land available for growth in the Valley is primarily north of I-64/Highway 40, the western end of the Valley and in our urban core area. New projects such as the \$42 million Power Plex sports complex will enhance the area adjacent to the Chesterfield Valley Athletic Complex and bring much needed utilities to this side of the highway. The City of Chesterfield began negotiations to lease property adjacent to the CVAC to Buck Investment Group, BASE Foundation, and Big Sports Properties for the development of a domed indoor sports complex with space for baseball, basketball, softball and volleyball, along with soccer, field hockey, wrestling, kickball, a climbing wall and more. It will also include a restaurant, fitness center, an integrated medical facility and a hotel. The facility has a target opening in 2018, bringing an estimated 250,000 visitors year-round to Chesterfield.

City of Chesterfield, Missouri  
Letter of Transmittal  
December 31, 2016

With over 1.3 million visitors to the Chesterfield Valley Athletic Complex (CVAC) each year, sports tourism remains a significant part of our economy. In addition to participants from regional teams, tournaments attract players from around the country. Top Golf announced its plans to take over the Hardee's Iceplex in the spring of 2017 to construct their recreational golf facility. This displaces numerous youth hockey leagues with no other place to play in the region. Demand for ice time is high in St. Louis with limited options. Private developers are working on raising funds for a new facility in the Valley. Other recreational projects added in 2016 included Balls n Strikes and Upper Limits Climbing Gym, complementing an already robust sports and amusement synergy of businesses in the Chesterfield Valley.

The retail and sports tourism along with the growth in businesses have spurred new hotel development, all in the Chesterfield Valley. A Marriott Courtyard opened in March 2017 and construction of a Holiday Inn Express in the Valley is underway. Town Place Suites has plans approved to construct a hotel in the Blue Valley Development, near Simon Premium Outlets and other retailers. These properties will add 315 rooms to Chesterfield's existing 10 hotels with a total of 1396 rooms.

The City's assessed valuation of \$1,892,186,000 as of January 1, 2016, resulted in an increase of 306% from \$465,549,049 as of January 1, 1988, the time of the City's incorporation.

Chesterfield's unemployment rate was 2.8% in March 2017, lower than the same time last year at 3.3%. This compares favorably to St. Louis MSA (Missouri part) which is 3.8%. Chesterfield has a diverse economy with 52.1% of jobs being in the services sector, including health care; 12.3% in finance related jobs, 11% in retail and 10% in manufacturing.

Chesterfield is also among the top places for office locations within the St. Louis region, having an office vacancy rate of 21.4% and lease rates averaging \$21 PSF in the first quarter of 2017 for Class A space.

#### Medical

St. Luke's Hospital, a 493-bed, nonprofit hospital in operation since 1975, is a mainstay in Chesterfield's economy and the largest employer. St. Luke's is a specialty hospital offering medical and surgical care in 60 specialty areas such as cardiovascular care and surgery, cancer care, neurosurgery and neurology, orthopedics, maternity and other women's health, general medicine, outpatient services, pediatrics and comprehensive surgical services. They recently partnered with the Cleveland Clinic for heart health services. St. Luke's Hospital has received 2017 Healthgrades Specialty Excellence Awards for the exceptional quality of its cardiac care, cardiac surgery, coronary intervention and general surgery. St. Luke's Hospital has also been a recipient of the Healthgrades Outstanding Patient Experience Award from 2011-2016. St. Luke's constructed a \$40 million - 160,000 sf expansion to its outpatient care center on its West campus in Chesterfield, which opened early 2017. The facility will be home to expanded cardiac rehabilitation and physical therapy areas; an Anticoagulation Clinic; The Nutrition, Wellness & Diabetes Center; Wound Care & a Hyperbaric Medicine Center.

Mercy also has a large presence in Chesterfield, including the Virtual Care Center (VCC), providing telehealth services. The VCC is the command center for the nation's largest electronic intensive care unit and other telehealth services, including telestroke, Nurse On-Call and physician teleconsults. Other plans on this site include expansion and consolidation of Mercy's office headquarters and an outpatient center. The City is also served by Mercy Rehabilitation Hospital which is a 90-bed hospital providing both inpatient and outpatient rehabilitation services. Mercy opened an urgent care and family medicine clinic in 2016 at Long and Edison, expanding their presence into the Chesterfield Valley.

City of Chesterfield, Missouri  
Letter of Transmittal  
December 31, 2016

Senior Living Facilities

With 37% of Chesterfield residents over the age of 55, healthcare and services for the aging population continue to see activity in our economy. The City has several skilled nursing and residential care facilities including Surrey Place, Brooking Park, Sunrise, and Friendship Village. A new facility, The Sheridan, a 91-bed luxury assisted living and memory care facility, is scheduled to open in the fall of 2017. Located in Chesterfield Village's urban core, just south of Chesterfield Mall, this facility will provide a unique senior living/care choice in the heart of our community. Expansions continue at Friendship Village and Brooking Park senior living communities as well.

Housing

Housing remains strong in Chesterfield with the median home sales price of \$530,000. Strong school districts with Parkway and Rockwood, along with low crime rates make Chesterfield a very desirable area. Construction began on several new subdivisions many of which were along Wild Horse Creek Road including the construction of the 35-lot Burk Oaks development by Pulte Homes starting at \$600,000 and the Arbors at Wilmas Farm with 47 single family lots on 50 acres, developed by McBride & Sons, priced from \$619,000. New home construction on our southeast boundary at Schoettler & Clayton Roads began with the 17-lot Schoettler Grove community developed by WB Properties and Prestige Custom Homes. Priced from the \$790,000, these luxury homes are driving the new home market in Chesterfield.

Sales Tax

Chesterfield is a member of the St. Louis County Sales Tax Pool (distribution based on population), rather than a point-of-sale city, as is our desire. While we anticipate a slight increase in sales tax revenues during the upcoming year, due to our population growth and retail tourism, it pales in comparison to the projected revenues we would receive, as a point-of-sale city. Legislative changes at the State level in 2016 ensures that cities will retain at least 50% of the pooled sales tax generated within their municipality. We anticipate that this will lead to \$236,600 in increased annual revenues.

**Long-term Financial Planning**

The City confines long-term borrowing to capital improvements or projects that cannot be financed from current revenues, and where the issuance of long-term debt is required, it pays back the bonds within a period not to exceed the expected useful life of the project. Highlighted below are the actions of the City regarding the City's long-term needs.

The voters of the City approved a ½-cent capital improvement sales tax for street and sidewalk improvements in 1997. These funds are being used to repay debt on the general obligation bonds approved at the same time for major reconstruction projects, which were refunded in 2007. In addition, the sales tax will be used to fund major street and sidewalk improvements in the future.

The City continues to explore options based on a residents' survey concerning park improvements. Some recommendations from the study included exploring opportunities to partner with St. Louis County, Missouri and private providers of recreational services to acquire open space in the City, and provide walking paths and an outdoor amphitheatre and lake in the Central Park. In response to these efforts, voters passed a ½-cent sales tax for parks that took effect in April 2005. The City has purchased park land, constructed amenities, such as the new Chesterfield Amphitheater, and has funded recreation-based programs with the resources from this sales tax.

City of Chesterfield, Missouri  
Letter of Transmittal  
December 31, 2016

**Debt Administration**

At year-end, the City had seven debt issues outstanding. This consists of \$7,810,000 in certificates of participation for the City Hall, \$5,600,000 in general obligation bonds for streets and sidewalks, \$16,950,000 in certificates of participation for Parks from 2005, and \$11,110,000 in certificates of participation for park and recreation improvements from 2008 and 2012.

**Awards and Acknowledgements**

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting (Certificate of Achievement) to the City for its CAFR issued for the fiscal year ended December 31, 2015. This was the 27<sup>th</sup> consecutive year the City has received this prestigious award. In order to be awarded a Certificate of Achievement, the City published an easily readable and efficiently organized CAFR. This report satisfied both GAAP and applicable legal requirements.

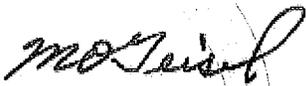
A Certificate of Achievement is valid for a period of one year only. We believe that our current CAFR continues to meet the Program's requirements and we are submitting it to the GFOA to determine its eligibility for another Certificate of Achievement.

In addition, the City received the GFOA's Award for Distinguished Budget Presentation for its annual budget for fiscal year 2016. This was the 26<sup>th</sup> consecutive year that the City received this award. In order to qualify for the Distinguished Budget Presentation Award, the City's budget document met the program criteria as a policy document, as an operations guide, as a financial plan and as a communications device.

The preparation of this report would not have been completed without the efficient and dedicated services of the entire administrative staff of the various departments of the City. We would like to especially acknowledge the dedicated services and assistance of the staff members in the Finance Department. The Finance Department staff members were key components of maintaining the City's accounting systems and their contributions were invaluable.

We would also like to thank our auditors, Daniel Jones & Associates, for their help in formulating this report. Our sincere gratitude is extended to you for your interest and support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Respectfully submitted,



Mike O. Geisel  
City Administrator



Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**City of Chesterfield  
Missouri**

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**December 31, 2015**

Executive Director/CEO

**Principal Officials**

**MAYOR**

Bob Nation

**COUNCIL MEMBERS**

**Ward 1:**

Barry Flachsbart

Barbara McGuinness

**Ward 2:**

Guy Tilman

Ben Keathley

**Ward 3:**

Dan Hurt

Randy Logan

**Ward 4:**

Tom DeCampi

Michelle Ohley

**CITY ADMINISTRATOR**

Michael O. Geisel

**CITY ATTORNEY**

Chris Graville

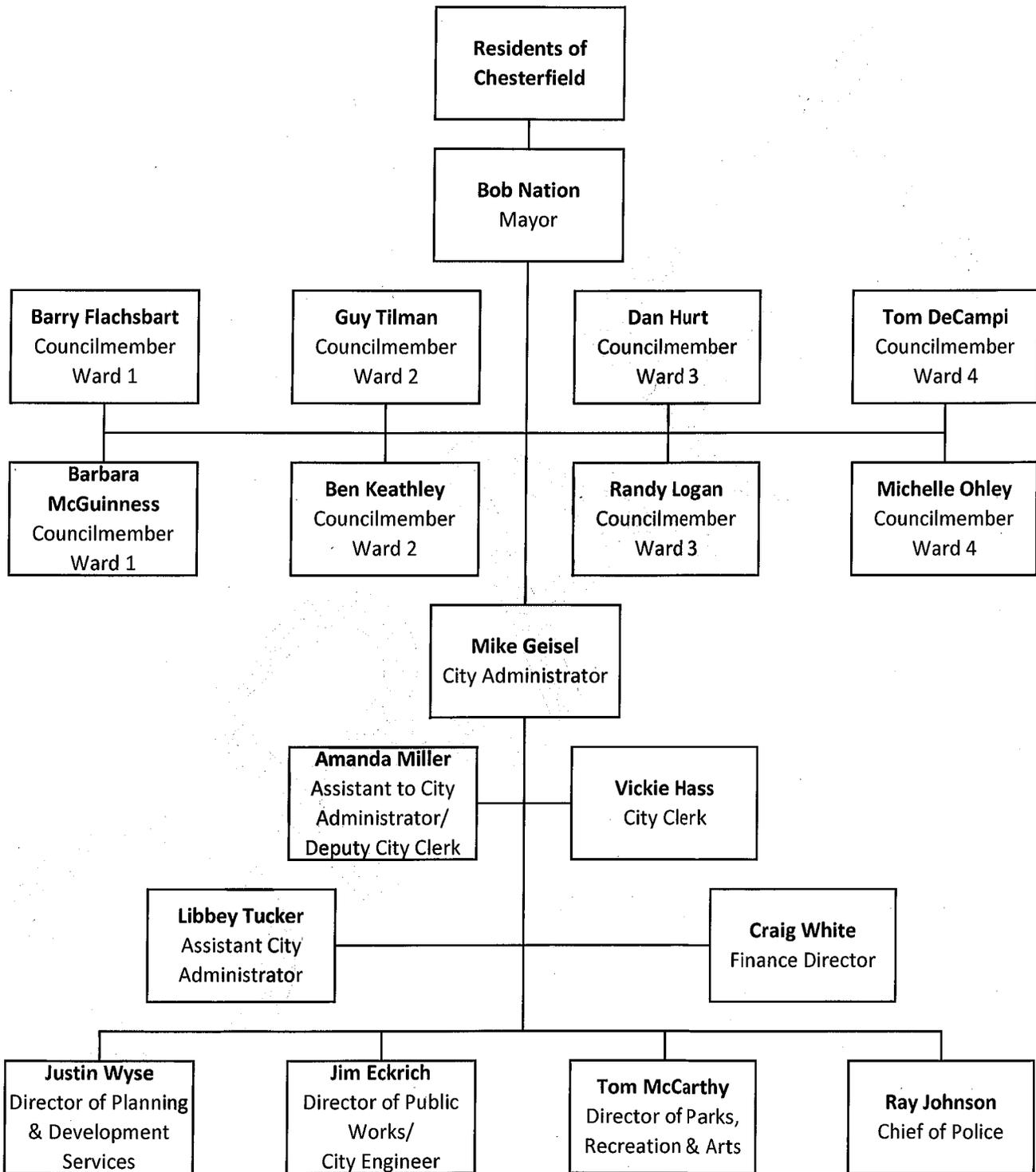
**JUDGE**

Richard K. Brunk

**PROSECUTING ATTORNEY**

Tim Engelmeyer

# City of Chesterfield Organizational Chart



NOTE: Fire protection services are provided to Chesterfield residents by the Monarch Fire Protection District and Metro West Fire Protection District.

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## **Financial Section**

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INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and Members of the City Council  
City of Chesterfield, Missouri

**Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Chesterfield, Missouri (City) as of and for the year ended December 31, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

**Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City as of December 31, 2015, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the accompanying management's discussion and analysis and budgetary comparison information on pages 14-23 and 46-48 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historic context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund financial statements and budgetary comparison schedules, introductory section, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund financial statements and budgetary comparison schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and budgetary comparison schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory section and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 8, 2016, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Chesterfield's internal control over financial reporting and compliance.

*Daniel Jones & Associates*

DANIEL JONES & ASSOCIATES, P.C.  
CERTIFIED PUBLIC ACCOUNTANTS  
ARNOLD, MISSOURI

June \_\_, 2017

**City of Chesterfield, Missouri**  
**Management's Discussion and Analysis**  
**December 31, 2016**  
**(Unaudited)**

As management of the City of Chesterfield, Missouri (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended December 31, 2016. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal at the front of this report along with the City's financial statements, including the footnotes that follow this Management's Discussion and Analysis.

**Financial Highlights**

- On a government-wide basis, the assets of the City exceeded its liabilities for the most recent fiscal year by \$201,436,166. The City has unrestricted net position totaling \$12,882,198.
- General revenues for governmental activities were \$29,671,140, which included \$28,612,550 (96.4%) in sales, gross receipts, and sewer lateral taxes.
- Net expense from the various functions of governmental activities was \$22,767,901. General government was \$2,743,749 (12.1%), public works was \$3,376,471 (14.8%), public safety was \$8,790,964 (38.6%), parks was \$5,694,797 (25.0%), and planning was \$856,222 (3.8%).
- As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$17,159,331, a decrease of \$2,509,675 in comparison with the prior year. Approximately 55.6% of this total amount or \$9,536,459 is available for spending at the City's discretion. Much of the decrease is due to one-time projects paid out of fund reserves such as the emerald ash borer project and sales tax litigation.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$9,540,893 (49.9%) of total General Fund expenditures.
- The City's total debt decreased by \$4,330,000 (9.5%) during the current fiscal year due to normal payments.

**Overview of the Financial Statements**

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements. This report also contains required supplementary information and other supplementary information.

**Government-wide Financial Statements**

The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. Note the government-wide financial statements exclude fiduciary fund activities.

The *statement of net position* presents information on all of the City's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*.

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Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and accrued vacation leave).

The government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, parks and recreation, judicial, planning, public works, public safety, and community development. The City does not have any business-type activities.

The government-wide financial statements can be found on pages 26 and 27 of this report.

### **Fund Financial Statements**

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and fiduciary funds. It should be noted that the City does not have any proprietary funds.

### **Governmental Funds**

*Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds financial statements focus on *near-term inflows and outflows of expendable resources*, as well as on *balances of expendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financial decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and the government-wide *governmental activities*.

The City maintains several individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for the General Fund, Parks Sales Tax Fund, and the Capital Improvement Sales Tax Trust Fund, all of which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation called "other governmental funds". Individual fund data for each of these nonmajor governmental funds is provided in the form of *combining statements* in the other supplementary information section in this report.

The City adopts an annual appropriated budget for its General Fund, Parks Sales Tax Fund, Capital Improvement Sales Tax Trust Fund, Police Forfeiture Fund, Sewer Lateral Special Revenue Fund, Chesterfield Valley Tax Increment Financing Special Revenue Fund, Parks 1998 Debt Service Fund, 2002 Debt Service Fund, City Hall Debt Service Fund, Parks Construction Debt Service Fund, R & S Debt Service Fund, and Parks Construction Capital Projects Fund. Budgetary comparison statements have been provided for all budgeted funds to demonstrate legal compliance with the respective adopted budget.

The governmental funds financial statements can be found on pages 28 through 31 of this report.

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**Fiduciary Funds**

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The statement of fiduciary net position can be found on page 32 of this report.

**Notes to the Basic Financial Statements**

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 33 through 48 of this report.

**Required Supplementary Information**

In addition to the basic financial statements and accompanying notes, certain required supplementary information can be found on pages 50 through 53 of this report.

**Other Supplementary Information**

The combining and individual fund statements, referred to earlier in connection with nonmajor governmental funds, are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 56 through 59 of this report.

**Government-wide Financial Analysis – Financial Analysis of the City as a Whole**

The City presents its financial statements under the reporting model required by the Governmental Accounting Standards Board Statement No. 34 (GASB 34), *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments*. Therefore, a comparative analysis of government-wide data is also included in this report.

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, the net position of \$201,436,166 increased in 2016 by approximately 3.5% as compared to the previous year.

At the end of 2016, the City had positive balances in all three categories of net position.

The largest portion of the City's net position, \$185,177,271 in 2016 (an increase of approximately 5.3% from 2015), reflects its investment in capital assets (e.g., land, infrastructure, buildings, machinery and equipment) less any related debt used to acquire those assets that is still outstanding. Approximately \$2,721,000 (29.1%) of the increase was a result of donated streets, easements and right-of-ways. The City uses these capital assets to provide services to citizens. Consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

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	<b>Governmental Activities</b>	
	<b>December 31</b>	
	<b>2016</b>	<b>2015</b>
<b>Assets</b>		
Current and other assets	\$ 21,308,586	\$ 22,504,710
Capital assets, not depreciated	120,744,080	119,689,044
Capital assets, net	106,733,187	102,837,323
Total assets	248,785,853	245,031,077
<b>Deferred Outflows of Resources</b>	1,066,795	1,170,314
<b>Liabilities</b>		
Long-term liabilities	44,169,511	48,753,776
Other liabilities	4,246,971	2,914,688
Total liabilities	48,416,482	51,668,464
<b>Net position</b>		
Net investment in capital assets	185,177,271	175,832,360
Restricted	3,376,697	4,359,867
Unrestricted	12,882,198	14,340,700
Total net position	\$201,436,166	\$194,532,927

An additional portion of the City's net position, \$3,376,697 in 2016, represents resources that are subject to external restrictions on how they may be used. External restrictions include those imposed by grantors, contributors, regulations of other governments, or restrictions imposed by law through constitutional provisions or legislation. This balance decreased by \$983,170 (22.6%) in 2016 primarily as a result of a decrease in the capital improvement sales tax fund due to the completion of large projects. The restricted portion of net position from capital projects is related to a sales tax for capital projects whose uses are restricted by legislation. This balance will fluctuate on an annual basis due to the timing of projects.

The remaining category of the City's net position represents an *unrestricted net position* balance of \$12,882,198 in 2016, which may be used to meet the City's ongoing obligations to citizens and creditors. There was a decrease of 10.2% in unrestricted net position in 2016. The decrease was primarily due to the one-time projects paid with the City's Fund Reserves.

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**Governmental Activities**

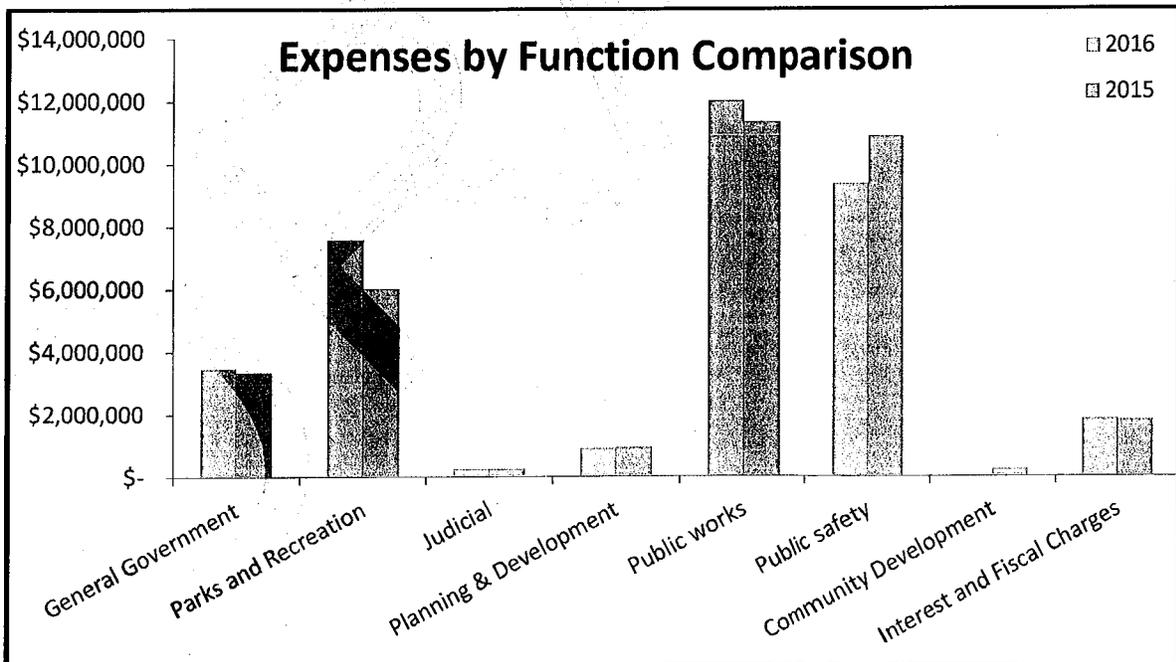
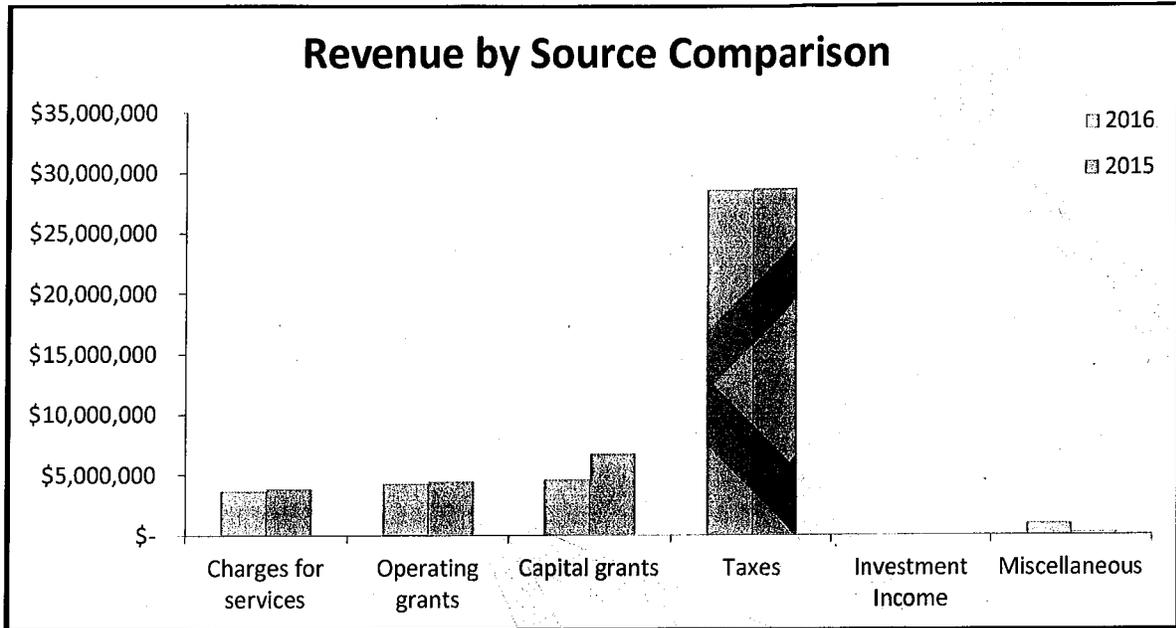
Governmental activities increased the City's net position by \$6,903,239. Key elements of this are as follows:

	<b>Governmental Activities</b>	
	<b>For the years</b>	
	<b>ended December 31</b>	
	<b>2016</b>	<b>2015</b>
<b>Revenues</b>		
Program revenues:		
Charges for services	\$ 3,672,188	\$ 3,837,969
Operating grants and contributions	4,283,225	4,460,450
Capital grants and contributions	4,664,630	6,751,617
General revenues:		
Taxes	28,612,550	28,723,645
Investment income	47,848	47,685
Miscellaneous	1,010,742	244,993
Total revenues	<u>42,291,183</u>	<u>44,066,359</u>
<b>Expenses</b>		
General government	3,466,585	3,329,980
Parks and recreation	7,563,968	6,017,571
Judicial	241,757	253,116
Planning	908,638	934,239
Public works	12,005,296	11,318,138
Public safety	9,356,672	10,864,250
Community development	-	219,393
Interest and fiscal charges	1,845,028	1,787,957
Total expenses	<u>35,387,944</u>	<u>34,724,644</u>
Changes in net position	6,903,239	9,341,715
Net position - beginning of year	<u>194,532,927</u>	<u>185,191,212</u>
Net position - end of year	<u>\$201,436,166</u>	<u>\$194,532,927</u>

**Changes in Net Position**

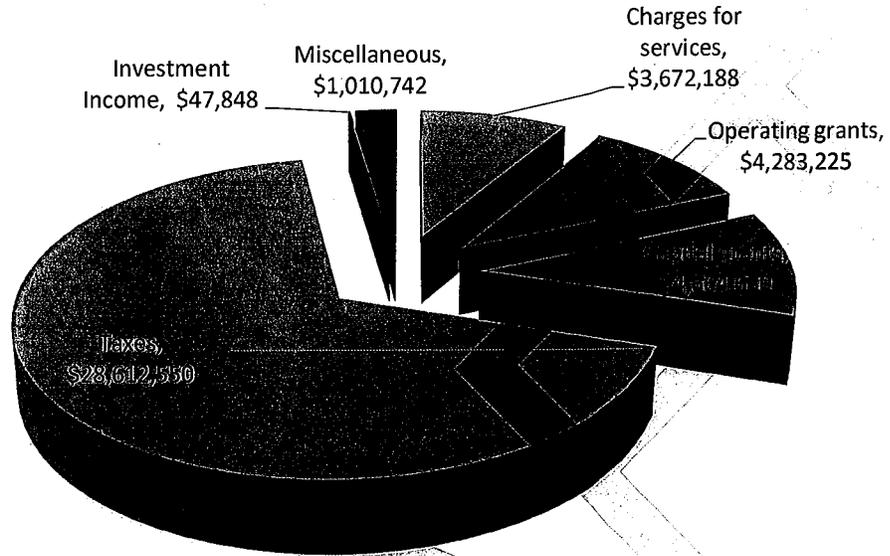
In 2016, the City's total revenues on a government-wide basis were \$42,291,183, a decrease of \$1,775,176 as compared to 2015. This decrease was largely due to the decrease in contributed capital assets consisting of streets and right-of-ways. Total capital grants and contributions decreased by \$2,086,987. Tax revenues decreased as phone utility taxes continue to decline. Other revenue sources were generally inline with the prior year. Total 2016 expenses of \$35,387,944 were largely in line with the prior year and only increased by \$663,300 (1.9%). As a result of the current year activity, the change in net position had an increase of \$6,903,239.

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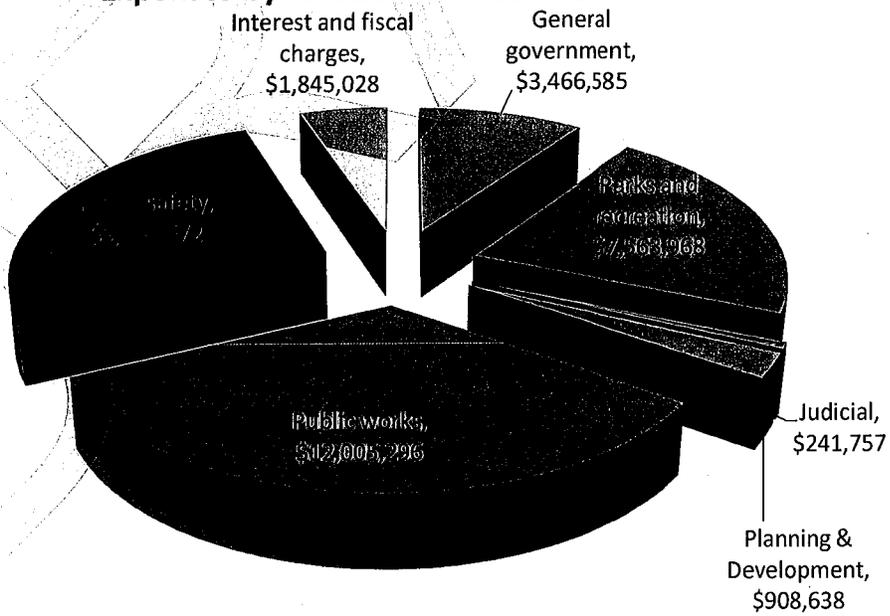


**City of Chesterfield, Missouri  
Management's Discussion and Analysis  
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(Unaudited)**

**Revenue by Source for Fiscal Year 2016**



**Expenses by function for Fiscal Year 2016**



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**Financial Analysis of the City's Funds**

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental Funds**

The focus of the City's governmental funds is to provide information on inflows and balances of available expendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

*General Fund*

At the end of year 2016, the unassigned fund balance of the General Fund was \$9,540,893, while the total fund balance was \$10,581,197. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures and transfers out. Unassigned fund balance represents 39.9% of total General Fund expenditures and transfers out of \$23,902,055, while total fund balance represents 44.3% of total General Fund expenditures and transfers out.

The fund balance in the City's General Fund decreased by \$1,999,832 (15.9%) from the prior year fund balance compared to a \$1,767,155 (12.3%) decrease in 2015. Decreases in each year were due to one-time projects paid out of Fund Reserves.

*Other Major Governmental Funds*

Changes in fund balances for other major governmental funds can be described as follows:

- Parks Sales Tax Fund ended 2016 with fund balance of \$2,661,225, a decrease of \$209,358 (7.3%) from the prior year. This slight decrease was primarily due to the payment of one-time items out of fund reserves including the community garden project (\$30,000), improvements to athletic fields and additional parking at the CVAC (\$75,000), and the set aside of budgetary savings for future debt service payments (\$206,482). Total revenues decreased \$79,445 (0.9%) due to 2015 grants that did not reoccur in 2016. The Fund transferred \$3,093,681 to other funds for debt service expenditures.
- Capital Improvement Sales Tax Trust Fund ended the year with fund balance of \$2,286,070, a decrease of 30.4% from the prior year. This decrease was primarily due to the timing of planned projects. The Fund transferred \$1,928,831 to other funds for debt service expenditures.

**Fiduciary Funds**

The City maintains Agency Funds for monies received and held for the benefit of others for the following purposes:

- Bond deposits held to ensure a defendant's appearance in court

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- Proceeds received in connection with a joint program sponsored by the City and the local explorer's post
- Collection and release of the monies for future road way improvements to ensure completion of the projects
- Collection and release of monies in connection with various permits issued for construction projects

At the end of 2016, cash and cash equivalents had increased \$1,392,209 (to \$2,954,271) from 2015 due to several construction related projects escrows collected during 2016.

**General Fund Budgetary Highlights**

Final results for any given year will generally differ from that year's adopted budget. The final revised budget of the City's General Fund expenditures for 2016 was \$20,303,171, which differs from the original adopted budget of \$19,881,504 by \$421,667. The change in budget was a result of encumbrances that rolled forward from the FY2016 budget to the FY2017 budget and other one-time allocations of General Fund – Fund Reserves.

After transfers, the General Fund ended the year with an operating increase of \$2,612,278 and net decrease in fund balance of \$1,999,832. The net decrease in fund balance was due to one-time projects approved during 2016. Overall, the change in fund balance was favorable to the budgeted decrease of \$3,159,255 by \$1,159,423 as a result of management of budgetary expenditures and the timing of capital projects. Most revenue categories performed close to budget.

**Capital Assets**

The City has invested \$227,477,267 in a broad range of capital assets, including park facilities, roads, buildings, machinery and equipment, and automobiles and trucks. This amount represents a net increase for the current fiscal year (including additions and deductions) of \$4,950,900. In 2016, the City's capital asset detail was as follows:

	<b>Capital Assets, Net of Depreciation</b>	
	<b>December 31</b>	
	<b>2016</b>	<b>2015</b>
Land	\$ 33,254,308	\$ 33,227,743
Art	85,000	85,000
Right-of-way	84,993,470	84,759,469
Buildings and other improvements	38,420,815	39,470,682
Machinery and equipment	2,249,960	1,673,951
Automobiles and trucks	2,038,782	1,857,111
Infrastructure (including construction-in progress)	66,434,932	61,452,411
<b>Total</b>	<b>\$ 227,477,267</b>	<b>\$ 222,526,367</b>

Additional information on the City's capital assets can be found in Note 4 in the notes to the basic financial statements.

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**Long-Term Debt**

At the end of December 2016, the City had outstanding long-term debt obligations for governmental activities in the amount of \$41,470,000 compared to \$45,800,000 in 2015. Of this amount, \$5,600,000 is general obligation bonds. Capital lease obligations outstanding totaled \$35,870,000. The 9.5% or \$4,330,000 decrease in the City's long-term debt obligations is primarily due to regular debt payments.

The City's governmental activities debt is detailed below:

	<b>Outstanding Long-term Debt Obligations</b>		
	<b>December 31</b>		<b>Percent</b>
	<b>2016</b>	<b>2015</b>	<b>Change</b>
Certificate of Participation (Government Center) Series 2004	\$ 7,810,000	\$ 8,910,000	(12.3)
Certificates of Participation (Parks) Series 2013	16,950,000	18,190,000	(6.8)
Certificates of Participation (Parks) Series 2008	650,000	3,490,000	(81.4)
Certificates of Participation (Parks) Series 2016	2,930,000	-	100.0
Certificates of Participation (Parks) Series 2014	7,530,000	7,870,000	(4.3)
General Obligation Bonds (R & S) Series 2015	5,600,000	7,340,000	(23.7)
Total	<u>\$ 41,470,000</u>	<u>\$ 45,800,000</u>	(9.5)

State statutes limit the amount of general obligation debt a governmental entity may issue to 10% of its total assessed valuation. The City's authorized debt limit for fiscal year 2016 was \$189,219,000.

Additional information on the City's long-term debt can be found in Note 13 in the notes to the basic financial statements.

**Economic Factors and Next Year's Budget**

- The fiscal year 2017 annual budget for General Fund expenditures is \$20,040,734, a decrease of \$262,437 (1.3%) from the 2016 amended budget. The slight decrease is a result of usual activity.
- Capital Improvement Fund expense budget for 2017 is \$6,387,396, a decrease of \$6,837,148 from the 2016 amended budget. The decrease is due to the timing of large capital projects.
- Park Sales Tax Fund expense budget for 2017 is \$6,174,030, a decrease of \$206,200 from the 2016 amended budget.

**Requests for Information**

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Finance Director, 690 Chesterfield Parkway West, Chesterfield, MO 63017-0760.

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**CITY OF CHESTERFIELD, MISSOURI**  
**Statement of Net Position**  
**As of December 31, 2016**

	<u>Governmental Activities</u>
<b>ASSETS</b>	
Cash and investments	\$ 12,745,652
Receivables, net	8,190,992
Other assets	371,942
Capital assets not being depreciated	120,744,080
Capital assets, net of accumulated depreciation	<u>106,733,187</u>
Total assets	<u>248,785,853</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Deferred amount on bond refunding	<u>1,066,795</u>
<b>LIABILITIES</b>	
Accounts payable and accrued liabilities	1,032,162
Accrued salaries and other benefits	289,379
Accrued interest payable	274,114
Unearned revenue	2,326,740
Other liabilities	324,576
Long-term liabilities:	
Due within one year	5,679,745
Due in more than one year	<u>38,489,766</u>
Total liabilities	<u>48,416,482</u>
<b>NET POSITION</b>	
Net investment in capital assets	185,177,271
Restricted for:	
Capital project	2,577,501
Public safety	289,360
Sewer lateral repair project	509,836
Unrestricted	<u>12,882,198</u>
Total Net Position	<u>\$ 201,436,166</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Statement of Activities**  
**For the year ended December 31, 2016**

Functions/Programs	Program Revenues			Net Revenues (Expenses) and Change in Net Position Governmental Activities
	Expenses	Charges for Services	Operating Grants and Contributions	
<b>Primary Government</b>				
Governmental activities:				
General government	\$ 3,466,585	\$ 722,836	\$ -	\$ (2,743,749)
Parks and recreation	7,563,968	1,840,779	28,392	(5,694,797)
Judicial	241,757	781,087	-	539,330
Planning	908,638	52,416	-	(856,222)
Public works	12,005,296	226,993	3,737,202	(3,376,471)
Public safety	9,356,672	48,077	517,631	(8,790,964)
Interest and fiscal charges	1,845,028	-	-	(1,845,028)
Total governmental activities	<u>\$ 35,387,944</u>	<u>\$ 3,672,188</u>	<u>\$ 4,283,225</u>	<u>\$ (22,767,901)</u>
General revenues:				
Taxes:				
Sales and local use taxes:				
Parks and capital management				13,371,899
Intergovernmental - pooled sales tax				6,956,311
Gross receipts taxes (includes franchise tax)				7,741,560
Miscellaneous taxes (includes sewer lateral)				542,780
Unrestricted interest earnings				47,848
Disposal of Capital Assets				(32,820)
Miscellaneous				1,043,562
Total general revenues				<u>29,671,140</u>
Change in net position				6,903,239
Net position - beginning of year				194,532,927
Net position - end of year				<u>\$ 201,436,166</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Balance Sheet**  
**Governmental Funds**  
**As of December 31, 2016**

	<u>Major Funds</u>			<u>Nonmajor Funds</u>	
	<u>General</u>	<u>Parks Sales Tax</u>	<u>Capital Improvement Sales Tax Trust</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
<b>ASSETS</b>					
Cash and investments	\$ 8,276,364	\$ 1,622,455	\$ 1,391,279	\$ 1,455,554	\$ 12,745,652
Receivables:					
Municipal taxes	1,607,202	1,332,756	1,132,845	127,181	4,199,984
Intergovernmental	1,098,949	-	535,145	-	1,634,094
Interest	8,658	-	-	-	8,658
Other	2,348,256	-	-	-	2,348,256
Due from other funds	185,276	85,546	-	67,971	338,793
Prepays	371,942	-	-	-	371,942
Total assets	<u>\$ 13,896,647</u>	<u>\$ 3,040,757</u>	<u>\$ 3,059,269</u>	<u>\$ 1,650,706</u>	<u>\$ 21,647,379</u>
<b>LIABILITIES AND FUND BALANCES</b>					
<b>Liabilities</b>					
Accounts payable and accrued liabilities	\$ 407,584	\$ 143,024	\$ 470,555	\$ 10,999	\$ 1,032,162
Accrued salaries and other benefits	242,550	42,433	4,396	-	289,379
Due to other funds	152,517	181,533	309	4,434	338,793
Deferred revenue	2,486,162	12,542	-	4,434	2,503,138
Other liabilities	26,637	-	297,939	-	324,576
Total liabilities	<u>3,315,450</u>	<u>379,532</u>	<u>773,199</u>	<u>19,867</u>	<u>4,488,048</u>
<b>Fund balances</b>					
Nonspendable:					
Prepays	371,942	-	-	-	371,942
Restricted for:					
Public Safety	133,647	-	-	155,418	289,065
Sewer Lateral	-	-	-	509,836	509,836
Capital Projects	-	-	2,286,070	-	2,286,070
Committed to:					
Capital Projects	534,715	-	-	291,431	826,146
Parks	-	290,956	-	-	290,956
Assigned to:					
Debt Service	-	-	-	678,588	678,588
Parks	-	2,370,269	-	-	2,370,269
Unassigned	9,540,893	-	-	(4,434)	9,536,459
Total fund balances	<u>10,581,197</u>	<u>2,661,225</u>	<u>2,286,070</u>	<u>1,630,839</u>	<u>17,159,331</u>
Total liabilities and fund balances	<u>\$ 13,896,647</u>	<u>\$ 3,040,757</u>	<u>\$ 3,059,269</u>	<u>\$ 1,650,706</u>	<u>\$ 21,647,379</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Reconciliation of the Governmental Funds Balance Sheet**  
**to the Statement of Net Position**  
**December 31, 2016**

Total fund balances - governmental funds \$ 17,159,331

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds financial statements. This is the amount by which capital assets (\$330,553,434) exceeded accumulated depreciation (\$103,076,167) as of December 31, 2016. 227,477,267

Property taxes are assessed by the City, but not collected as of December 31, 2016, and deferred within the governmental funds financial statements. However, revenue for this amount is recognized in the government-wide financial statements. 4,434

Court fines receivable as of December 31, 2016, are deferred within the governmental funds financial statements. This amount is recognized in the government-wide financial statements. 171,964

Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and, accordingly, are not reported as liabilities within the governmental funds financial statements. Interest on long-term debt is not accrued in the governmental funds, but rather is recognized as an expenditure when due. All liabilities - both current and long-term - are reported on the government-wide statement of net position. Discounts, premiums, and bond issuance costs are reported in the governmental funds financial statements when debt was issued, whereas these amounts are deferred and amortized over the life of the debt as an adjustment to interest expense on the government-wide financial statements. Balances as of December 31, 2016, are:

Accrued compensated absences, vacation, and compensatory time-off	(802,720)
Accrued interest on outstanding debt	(274,114)
Bonds, notes payable, and lease obligations outstanding	(41,470,000)
Unamortized bond premium	(1,896,791)
Deferred charges from defeasance of debt	<u>1,066,795</u>

Total net position of governmental activities \$ 201,436,166

**CITY OF CHESTERFIELD, MISSOURI**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Governmental Funds**  
**For the year ended December 31, 2016**

	Major Funds			Nonmajor Funds	Total Governmental Funds
	General	Parks Sales Tax	Capital Improvement Sales Tax Trust	Other Governmental Funds	
<b>REVENUES</b>					
Municipal taxes	\$ 13,818,098	\$ 7,228,099	\$ 6,143,800	\$ 417,501	\$ 27,607,498
Licenses and permits	1,600,329	-	-	-	1,600,329
Intergovernmental	4,290,918	28,392	1,943,469	89,194	6,351,973
Charges for services, net	162,835	1,840,779	-	-	2,003,614
Court fines and forfeitures	838,000	-	-	-	838,000
Investment income, net arbitrage	49,195	(1,517)	-	174	47,852
Miscellaneous	990,479	73,000	-	153,789	1,217,268
Total revenues	<u>21,749,854</u>	<u>9,168,753</u>	<u>8,087,269</u>	<u>660,658</u>	<u>39,666,534</u>
<b>EXPENDITURES</b>					
Current:					
Legislative	70,778	-	-	-	70,778
Administrative	3,008,333	-	-	-	3,008,333
Police services	9,165,752	-	-	50,888	9,216,640
Judicial	242,349	-	-	-	242,349
Planning and zoning	908,872	-	-	-	908,872
Public works	5,313,218	-	270,265	479,945	6,063,428
Parks and recreation	-	5,816,387	-	6,283	5,822,670
Capital outlay	428,274	468,043	9,697,464	69,104	10,662,885
Debt service:					
Principal	-	-	-	4,690,000	4,690,000
Interest and fiscal charges	-	-	-	1,597,937	1,597,937
Bond issuance costs	-	-	-	97,921	97,921
Total expenditures	<u>19,137,576</u>	<u>6,284,430</u>	<u>9,967,729</u>	<u>6,992,078</u>	<u>42,381,813</u>
Excess (deficiency) of revenues over (under) expenditures	<u>2,612,278</u>	<u>2,884,323</u>	<u>(1,880,460)</u>	<u>(6,331,420)</u>	<u>(2,715,279)</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Issuance of refunding bonds	-	-	-	3,000,000	3,000,000
Payments to refunded bond escrow agent	-	-	-	(2,994,099)	(2,994,099)
Premium on issuance of refunding bonds	-	-	-	95,958	95,958
Transfers in	48,624	-	2,812,008	6,974,993	9,835,625
Transfers out	(4,764,479)	(3,093,681)	(1,928,831)	(48,634)	(9,835,625)
Sale of capital assets	103,745	-	-	-	103,745
Total other financing sources (uses), net	<u>(4,612,110)</u>	<u>(3,093,681)</u>	<u>883,177</u>	<u>7,028,218</u>	<u>205,604</u>
Net change in fund balances	<u>(1,999,832)</u>	<u>(209,358)</u>	<u>(997,283)</u>	<u>696,798</u>	<u>(2,509,675)</u>
Fund balances:					
Beginning of year	<u>12,581,029</u>	<u>2,870,583</u>	<u>3,283,353</u>	<u>934,041</u>	<u>19,669,006</u>
End of year	<u>\$ 10,581,197</u>	<u>\$ 2,661,225</u>	<u>\$ 2,286,070</u>	<u>\$ 1,630,839</u>	<u>\$ 17,159,331</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Reconciliation of the Statement of Revenues, Expenditures,**  
**and Changes in Fund Balances of Governmental Funds**  
**to the Statement of Activities**  
**For the year ended December 31, 2016**

Net change in fund balances - governmental funds \$ (2,509,675)

Amounts reported for governmental activities in the statement of activities are different because:

The governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets meeting the capitalization threshold is allocated over their estimated useful lives and recorded as depreciation expense. This is the amount by which capital outlays over the capitalization threshold totaling \$10,289,677 was less than depreciation (\$7,923,373) in the current period. 2,366,304

The net effect of various miscellaneous transactions involving capital assets:

Disposal of assets	\$ (136,565)	
Contributed capital assets	<u>2,721,161</u>	
		2,584,596

Court fines revenue in the statement of activities that do not provide current financial resources is not reported as revenues in the governmental funds financial statements. (63,692)

Bond proceeds are reported as financing sources in the governmental funds financial statements and thus contribute to the net change in fund balance. In the statement of net position, however, issuing debt increases long-term liabilities and does not affect the statement of activities. Similarly, repayment of principal is an expenditure in the governmental funds financial statements but reduces the liability in the statement of net position.

Annual principal payments on bonds and certificates of participation	4,690,000	
Premium on issuance of bonds	(95,958)	
Payments to refunded bond escrow agent	2,994,099	
Proceeds from bond refunding	(3,000,000)	

Under the modified accrual basis of accounting used in the governmental funds financial statements, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis of accounting, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues.

This adjustment combines the net changes of the following:

Accrued compensated absences	86,735	
Accrued interest on bonds	(303,989)	
Amortized deferred charges from defeasance of debt	(103,519)	
Amortized bond premium	<u>258,338</u>	

Change in net position of governmental activities \$ 6,903,239

**CITY OF CHESTERFIELD, MISSOURI**  
**Statement of Fiduciary Net Position**  
**Fiduciary Funds**  
**As of December 31, 2016**

	<b>Agency Funds</b>
<b>ASSETS</b>	
Cash and investments	\$ 2,954,271
Due from other funds	549
Total assets	\$ 2,954,820
 <b>LIABILITIES</b>	
Accounts payable	\$ 2,932,696
Deposits held in escrow	22,124
Total liabilities	\$ 2,954,820

**CITY OF CHESTERFIELD, MISSOURI**  
**Notes to Basic Financial Statements**  
**December 31, 2016**

**(1) Summary of Significant Accounting Policies**

The City of Chesterfield, Missouri (the City) was incorporated on June 1, 1988, and established a mayor/council/city administrator form of government. The City's major operations include: police protection, street maintenance and improvements, parks and recreation, general administrative services, legislative services, judicial services, planning, and development.

The accounting policies and financial reporting practices of the City conform to U.S. generally accepted accounting principles applicable to governmental entities. The following is a summary of the more significant policies:

**(a) The Financial Reporting Entity**

The City defines its financial reporting entity in accordance with the provisions of GASB Statement No. 14, *The Financial Reporting Entity*, as amended by GASB Statement No. 39, *Determining Whether Certain Organizations are Component Units – an amendment of GASB Statement No. 14* and GASB Statement No. 61, *The Financial Reporting Entity – Omnibus*. The requirements for inclusion of component units are based primarily upon whether the City's governing body is considered financially accountable for the potential component units. The City is financially accountable if it appoints a voting majority of a potential component unit's governing body and is able to impose its will on that potential component unit, or there is a potential for the potential component unit to provide specific financial benefits to, or impose specific financial burdens on, the City. Based on this criteria, the City has determined that its financial reporting entity consists of the City (primary government) and no other reporting units.

**(b) Government-wide and Fund Financial Statements**

The government-wide financial statements (e.g., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the City. The effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. *Program revenues* include: 1) charges for services to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes, unrestricted interest earnings, gains, and other miscellaneous revenues not included among program revenues are reported instead as general revenues.

Following the government-wide financial statements are separate financial statements for governmental funds and fiduciary funds. Fiduciary funds are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements. The City has determined that the General Fund, Parks Sales Tax Fund and Capital Improvement Sales Tax Trust Fund are major governmental funds. All other governmental funds are reported in one column labeled "Other Governmental Funds". The total fund balances for all governmental funds are reconciled to total net position for governmental activities as shown on the statement of net position. The net change in fund balances for all governmental funds is reconciled to the total change in net position as shown on the statement of activities in the government-wide financial statements.

The fund financial statements of the City are organized on the basis of funds, each of which is considered a separate accounting entity with self-balancing accounts that comprise its assets, liabilities, fund balances, revenues, and expenditures. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The various funds are summarized by type in the basic financial statements. The following fund types are used by the City:

**CITY OF CHESTERFIELD, MISSOURI**  
**Notes to Basic Financial Statements**  
**December 31, 2016**

**Governmental Fund Types**

Governmental funds are those through which most governmental functions are financed. The acquisition, uses, and balances of the City's expendable financial resources and the related liabilities are accounted for through governmental funds. The measurement focus is upon determination of and changes in financial position rather than upon net income.

The following are the City's governmental major funds:

**General Fund** - The General Fund is the general operating fund of the City used to account for all financial resources except those required to be accounted for in another fund.

**Parks Sales Tax Fund** - The Parks Sales Tax Fund is a Special Revenue Fund used to account for the accumulation of resources from the ½ cent parks sales tax passed in November 2004 and is effective April 2005. All parks and recreation activity is tracked in this fund.

**Capital Improvement Sales Tax Trust Fund** - The Capital Improvement Sales Tax Trust Fund is a Capital Improvement Fund used to account for revenues received from the capital improvement sales tax that are restricted for capital improvements.

The other governmental funds of the City are considered nonmajor. They are Special Revenue Funds that account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes and Debt Service Funds that account for the accumulation of resources for and repayment of general obligation long-term debt principal, interest, and related costs.

**Fiduciary Fund Type**

**Agency Funds** - Agency Funds are used to account for assets held by the City as an agent for individuals, private organizations, or other governmental units. Agency Funds are accounted for and reported similarly to a proprietary fund type. Agency Funds are custodial in nature (assets equal liabilities) and do not involve the measurement of results of operations. These funds account for activities of the Court Bond Fund, Explorer's Fund, Highway 40 Trust Fund, and Miscellaneous Escrow Fund.

**(c) Measurement Focus and Basis of Accounting**

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the basic financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are reported using the economic resources measurement focus and accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met.

Governmental funds financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. At year-end, entries are recorded for financial reporting purposes to reflect the modified accrual basis of accounting for governmental fund types. All fiduciary funds, including Agency Funds use the accrual basis of accounting.

Under the modified accrual basis of accounting, revenues are recorded when both measurable and available. The term "available" is defined as collectible within the current period or soon enough thereafter to be used to pay the liabilities of the current period. For the City, available is defined as expected to be received within 60

**CITY OF CHESTERFIELD, MISSOURI**  
**Notes to Basic Financial Statements**  
**December 31, 2016**

days of fiscal year-end. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due (e.g., matured).

GASB 33 groups nonexchange transactions into the following four classes based upon principal characteristics: derived tax revenues, imposed nonexchange revenues, government-mandated nonexchange transactions, and voluntary nonexchange transactions.

The City recognizes assets from derived tax revenue transactions (such as sales and utilities gross receipt taxes) in the period when the underlying exchange transaction on which the tax is imposed occurs or when the assets are received, whichever occurs first. Revenues are recognized, net of estimated refunds and estimated uncollectible amounts, in the same period that the assets are recognized, provided that the underlying exchange transaction has occurred. Resources received in advance are reported as unearned revenues until the period of the exchange.

The City recognizes assets from imposed nonexchange revenue transactions in the period when an enforceable legal claim to the assets arises or when the resources are received, whichever occurs first. Revenues are recognized in the period when the resources are required to be used for the first period that use is permitted. The City recognizes revenues from property taxes, net of estimated refunds and estimated uncollectible amounts, in the period for which the taxes are levied. Imposed nonexchange revenues also include permits and court fines and forfeitures.

The City does not maintain inventory cost records. Inventory is deemed immaterial and is accounted for using the purchase method in which supplies are charged to expenditures when purchased.

Intergovernmental revenues, representing grants and assistance received from other governmental units, are generally recognized as revenues in the period when all eligibility requirements, as defined by GASB 33, have been met. Any resources received before eligibility requirements are met are reported as unearned revenues.

Charges for services in the governmental funds, which are exchange transactions and are, therefore, not subject to the provisions of GASB 33, are recognized as revenues when received in cash because they are generally not measurable until actually received.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

**(d) *Encumbrances***

Within the governmental funds financial statements, no fund balances have been restricted for outstanding encumbrances since appropriations lapse at year-end. Encumbrances are reappropriated in the subsequent fiscal year's budget to provide for the liquidation of the prior commitments.

**(e) *Cash and Cash Equivalents***

Cash and cash equivalents comprise the City's cash deposits with banks, petty cash funds, repurchase agreements, and money market mutual funds.

**(f) *Investments***

Investments are recorded at fair value. Fair value of investments is based on quoted market prices.

**CITY OF CHESTERFIELD, MISSOURI**  
**Notes to Basic Financial Statements**  
**December 31, 2016**

**(g) Capital Assets**

Capital assets, which include buildings, other improvements, machinery and equipment, automobiles and trucks, and infrastructure (e.g., streets, sidewalks, roads, bridges, and similar items), are reported in the governmental activities column in the government-wide financial statements, net of accumulated depreciation. Capital assets are defined by the City as assets with an estimated useful life in excess of one year with an initial individual cost of \$5,000 or more. Infrastructure assets are defined as streets with a cost of at least \$250,000; sidewalks with a cost of at least \$50,000; land improvements with a cost of at least \$5,000; and all buildings, building improvements, and land.

Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated capital assets are recorded at their estimated fair market value at the date of donation. General infrastructure assets acquired prior to January 1, 2002, consist of the roads, bridges, and network assets that were acquired or that received substantial improvements and are reported at estimated historical cost using deflated replacement cost. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the assets lives are not capitalized.

Depreciation, including depreciation recognized on assets acquired through government grants and other aid, is computed on the straight-line method over the estimated useful lives of the various classes of assets (with the ½ year convention election applied in the first and last year), except for roads, which are computed using the composite method. The estimated useful lives of depreciable capital assets are as follows:

	<u>Years</u>
Buildings	40
Other improvements	10 - 25
Machinery and equipment	5 - 10
Automobiles and trucks	5 - 7
Infrastructure	15 - 30

**(h) Compensated Absences**

The City grants vacation to all full-time employees based on years of continuous service, and compensatory time is granted to all nonexempt employees for hours worked in excess of a normal work week that are not taken within the current biweekly pay period. These benefits are allowed to accumulate and to carry over, with limitation, into the next calendar year and will be paid to employees upon resignation, retirement, or death. Sick leave benefits do not vest and, accordingly, are recorded as expenditures when paid. The entire accrued benefit liability related to the City's compensated absences in the amount of \$802,720 has been recorded in the government-wide financial statements.

**(i) Capital Contributions**

Capital contributions within public works represent government grants and other aid used to fund capital projects. Capital contributions are recognized as revenue when the expenditure is made and amounts become subject to claim for reimbursement. Amounts received from other governments that are not restricted for capital purposes are reflected as intergovernmental revenue.

**(j) Interfund Transactions**

In the fund financial statements, the City has the following types of transactions among funds:

**Transfers**

Legally authorized transfers are reported when incurred as transfers in by the recipient fund and as transfers out by the disbursing fund.

Elimination of interfund activity has been made for governmental activities in the government-wide financial statements.

**CITY OF CHESTERFIELD, MISSOURI**  
**Notes to Basic Financial Statements**  
**December 31, 2016**

**(k) Unearned Revenue**

The City has received inspection fees in advance from various developers. These fees are recognized as revenue as the City performs the inspections of the developments. This revenue is recorded in the government-wide statements and fund financial statements as unearned revenue. Unearned revenue in the fund financial statements also includes property tax revenues and court fines that are not collected within 60 days following the end of the current period and gross receipt taxes received from wireless telecommunication companies under protest.

**(l) Governmental Fund Balance Classification and Policies**

The City's policy is to report the fund balance in the following categories, when applicable, listed from the most restrictive to the least restrictive:

**Nonspendable** -- The portion of fund balance that is not in a spendable form or is required to remain intact.

**Restricted** -- The portion of fund balance that is constrained to specific purposes through constitutional provisions or by enabling legislation.

**Committed** -- The portion of fund balance with constraints or limitations by formal action of the City Council, the highest level of decision-making authority.

**Assigned** -- The portion of fund balance that the City intends to use for a specific purpose, as determined by the City Council or by a City official to which the governing City Council delegates the authority.

**Unassigned** -- Amounts that are available for any purpose; these positive amounts are reported only in the General Fund.

City Council establishes (and modifies or rescinds) fund balance commitments by passage of a resolution. For assigned fund balance, the City Council is authorized to assign amounts to a specific purpose. The authorization to assign fund balance has also been delegated to the Finance & Administration Committee. When both resources are available, the City will spend the most restricted amounts before the least restricted.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, followed by assigned fund balance, and lastly unassigned fund balance.

The fund balance of the City's General Fund has been accumulated to provide stability and flexibility to respond to unexpected adversity and/or opportunities. The target is to maintain an unassigned fund balance of not less than 40% of annual operating expenditures and transfers out for the year.

The Parks 1998 Nonmajor Debt Service Fund has a negative fund balance of \$4,434.

**(m) Long-term Liabilities**

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position.

**(n) Amortization**

In the government-wide financial statements, bond premiums and discounts are recorded as an increase or a reduction of the debt obligation. Such amounts are amortized using the interest method or bonds outstanding method over the term of the related bonds. Bond issuance costs are expensed as incurred.

**CITY OF CHESTERFIELD, MISSOURI**  
**Notes to Basic Financial Statements**  
**December 31, 2016**

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

**(o) Net Position and Deferred Outflows of Resources**

**Deferred Outflow of Resources** – In addition to assets, the statement of net position will sometimes include a separate section for deferred outflows of resources. The separate financial statement element represents a consumption of net position that applies to a future period or periods and will not be recognized as an outflow of resources until then. The City of Chesterfield has a deferred loss on refunding reported in the statement of net position. A deferred loss on refunding is the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. This item has been reported as deferred outflows on the government-wide statement of net position.

**Deferred Inflow of Resources** – In addition to liabilities, the statement of net position will sometimes include a separate section for deferred inflow of resources. This separate financial statement element represents an acquisition of net position that applies to a future period or periods and will not be recognized as an inflow of resources until then.

**Net Position**

Net Position is classified as follows:

Net Investment in Capital Assets – the component of net position that reports the difference between capital assets less both the accumulated depreciation and the outstanding balance of debt, excluding unexpended proceeds, that is directly attributable to the acquisition, construction or improvement of those assets.

Restricted Expendable – the component of net position that reports the difference between assets and liabilities of certain programs whose use is subject to externally imposed stipulations that can be fulfilled by actions of the City of Chesterfield.

Unrestricted – the difference between the assets and liabilities that do not meet the definition of “restricted” or “net investment in capital assets.”

**(p) Use of Estimates**

The preparation of basic financial statements in conformity with U.S. generally accepted accounting principles requires the City to make estimates and assumptions that affect the reported amounts of assets and liabilities at fiscal year-end and revenues and expenditures during the reporting period. Actual results could differ from those estimates.

**(2) Cash and Investments**

State statutes authorize Missouri local governments to invest in obligations of the United States Treasury and U.S. government agencies, obligations of the State of Missouri, time certificates of deposit, and repurchase agreements. Deposits in financial institutions must be collateralized by securities pledged to the City by these same institutions.

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

**CITY OF CHESTERFIELD, MISSOURI**  
**Notes to Basic Financial Statements**  
**December 31, 2016**

The City has the following recurring fair value measurements as of December 31, 2016:

U.S. agency securities of \$3,980,131 are valued using quoted market prices (Level 1 inputs)

The following is a reconciliation of the City's deposit and investment balances at December 31, 2016:

	<b>Government-wide Statement of Net Position</b>	<b>Fiduciary Funds Statement of Fiduciary Net Position</b>	<b>Total</b>
Cash and cash equivalents	\$ 7,022,403	\$ 2,954,271	\$ 9,976,674
Certificates of deposit	1,484,802	-	1,484,802
Money market mutual funds	258,316	-	258,316
US Agency Securities	3,980,131	-	3,980,131
	<u>\$ 12,745,652</u>	<u>\$ 2,954,271</u>	<u>\$ 15,699,923</u>

**Interest Rate Risk**

The City's investment policy seeks to minimize the risk that the fair value of securities in the portfolio will fall due to changes in general interest rates by:

1. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
2. Maintaining a sufficient balance in liquid funds to adequately cover forecasted cash requirements.

The City's goal is to match its investments with its anticipated cash flow requirements. No investments shall mature and become payable more than five years from the date of purchase. The investments of the primary government had the following maturities as of December 31, 2016:

	<b>Fair Market Value</b>	<b>No Maturity</b>	<b>1-5 Years</b>
<b>Primary Government</b>			
Certificates of deposit	\$ 1,484,802	\$ -	\$ 1,484,802
Money market	258,316	258,316	-
U.S. Agency Securities	3,980,131	-	3,980,131
Grand total investments	<u>\$ 5,723,249</u>	<u>\$ 258,316</u>	<u>\$ 5,464,933</u>

**Credit Risk**

The City's investment policy seeks to minimize credit risk, the risk of loss due to the failure of the security issuer by:

1. Pre-qualifying the financial institutions, securities dealers, intermediaries, and advisors with which the City will do business.
2. Diversifying the portfolio so that potential losses on individual securities will be minimized.
3. Settling all purchase/sale transactions delivery versus payment.

According to the investment policy, any agency security purchased must be senior debt and rated with the highest debt rating by Moody's Investor Services, Inc. and Standard and Poor's Corporation. The following table provides information on the credit ratings associated with the City's investments as of December 31, 2016, excluding obligations of the United States government or obligations explicitly guaranteed by the United States government.

**CITY OF CHESTERFIELD, MISSOURI**  
**Notes to Basic Financial Statements**  
**December 31, 2016**

	<b>Fair Market Value</b>	<b>Average Credit Quality (Moody's)</b>
U.S. Agency Securities	\$ 3,980,131	Aaa
Money market mutual funds*	258,316	Unrated
*Collateralized by United States Treasury or Agency securities		

**Concentration of Credit Risk**

The investment policy states that the City will diversify by security type and institution. Security types shall be diversified to minimize the risk of loss resulting from over concentration of assets in a specific maturity, specific issuer, or specific class of securities. Diversification strategies are periodically reviewed.

	<b>Fair Market Value</b>	<b>Percent of Total Investments</b>
U.S. Agency Securities	\$ 3,980,131	69.5%
Money market mutual funds	258,316	4.5%
Certificates of deposit	1,484,802	25.9%

**Custodial Credit Risk**

For deposits, custodial credit risk is the risk that in the event of bank failure, the City's deposits may not be returned to it. Protection of the City's deposits is provided by the Federal Deposit Insurance Corporation, by eligible securities pledged by the financial institution, or by a single collateral pool established by the financial institution.

For investments, custodial credit risk is the risk that in the event of the failure of the counterparty to a transaction, the City will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. In accordance with its policy, the City addresses custodial risk by pre-qualifying institutions with which the City places investments, diversifying the investment portfolio, and maintaining a standard of quality for investments.

**(3) Receivables, Net of Allowances**

All amounts are scheduled for collection during the subsequent fiscal year.

	<b>Municipal Taxes</b>	<b>Intergovernmental</b>	<b>Interest</b>	<b>Other</b>	<b>Total Receivables</b>
<b>Governmental Activities</b>					
General Fund	\$ 1,607,202	\$ 1,098,949	\$ 8,658	\$ 2,348,256	\$ 5,063,065
Parks Sales Tax Fund	1,332,756	-	-	-	1,332,756
Capital Improvement Sales Tax Trust Fund	1,132,845	535,145	-	-	1,667,990
Nonmajor other governmental Funds	127,181	-	-	-	127,181
Total governmental activities	<b>\$ 4,199,984</b>	<b>\$ 1,634,094</b>	<b>\$ 8,658</b>	<b>\$ 2,348,256</b>	<b>\$ 8,190,992</b>

**CITY OF CHESTERFIELD, MISSOURI**  
**Notes to Basic Financial Statements**  
**December 31, 2016**

**(4) Capital Assets**

The following is a summary of changes in capital assets - governmental activities for the year ended December 31, 2016:

	<u>Balance December 31, 2015</u>	<u>Transfers And Additions</u>	<u>Transfers And Retirements</u>	<u>Balance December 31, 2016</u>
<b>Governmental Activities</b>				
<i>Capital assets not being depreciated:</i>				
Land	\$ 33,227,743	\$ 26,565	\$ -	\$ 33,254,308
Art	85,000	-	-	85,000
Right-of-way	84,759,469	234,001	-	84,993,470
Construction in progress	1,616,832	8,977,707	(8,183,237)	2,411,302
Total capital assets not being depreciated	<u>119,689,044</u>	<u>9,238,273</u>	<u>(8,183,237)</u>	<u>120,744,080</u>
<i>Capital assets being depreciated:</i>				
Buildings	27,142,783	-	-	27,142,783
Other improvements	33,714,514	1,043,149	-	34,757,663
Machinery and equipment	5,956,259	982,525	(103,099)	6,835,685
Automobiles and trucks	4,680,892	827,640	(485,729)	5,022,803
Infrastructure	128,192,014	9,102,488	(1,244,082)	136,050,420
Total capital assets being depreciated	<u>199,686,462</u>	<u>11,955,802</u>	<u>(1,832,910)</u>	<u>209,809,354</u>
<i>Less - Accumulated depreciation for:</i>				
Buildings	7,453,525	671,624	-	8,125,149
Other improvements	13,933,090	1,421,392	-	15,354,482
Machinery and equipment	4,282,308	380,904	(77,487)	4,585,725
Automobiles and trucks	2,823,781	535,016	(374,776)	2,984,021
Infrastructure	68,356,435	4,914,437	(1,244,082)	72,026,790
Total accumulated depreciation	<u>96,849,139</u>	<u>7,923,373</u>	<u>(1,696,345)</u>	<u>103,076,167</u>
Total capital assets being depreciated, net	<u>102,837,323</u>	<u>4,032,429</u>	<u>(136,565)</u>	<u>106,733,187</u>
Governmental activities - capital assets, net	<u>\$222,526,367</u>	<u>\$ 13,270,702</u>	<u>\$ (8,319,802)</u>	<u>\$227,477,267</u>

Within the statement of activities, depreciation expense is charged to functions of the primary government as follows:

<b>Governmental Activities</b>	
General government	\$ 400,121
Parks and recreation	1,759,187
Planning	9,324
Public works	5,606,570
Public safety	148,171
Total depreciation expense, governmental activities	<u>\$ 7,923,373</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Notes to Basic Financial Statements**  
**December 31, 2016**

**(5) Accounts Payable**

The City's outstanding accounts payable at year-end was entirely attributable to direct payments to vendors.

**(6) Restricted Net Position**

The government-wide statement of net position reports \$3,376,697 of restricted net position which is restricted by enabling legislation.

**(7) Property Taxes**

Through the 2014 fiscal year, the City levied a property tax for the retirement of general obligation bonds. The City's property tax was levied each September based on the assessed value listed as of the prior January 1 for all real and personal property located in the City. Taxes were billed in November, due and collectible on December 31, and delinquent after December 31. Liens were placed on property for delinquent taxes on January 1 following the due date. The City decreased its levied tax rate from \$0.06 per \$100 of assessed valuation to \$0.03 per \$100 of assessed valuation from 2008 through 2014.

Taxes levied for 2014 were recorded as receivables, net of estimated uncollectible amounts; however, revenue recognition on all property tax receivables not collected within 60 days after year-end is deferred on the fund financial statements and recognized as revenue in the government-wide financial statements. The unpaid levy, net of allowance, of \$4,434 remains due as of December 31, 2016.

All property tax assessment, billing, and collection functions are handled by the St. Louis County government. Taxes collected are remitted to the City by the St. Louis County Collector (the County Collector) in the month subsequent to the actual collection date. Taxes held by the County Collector, if any, are included in municipal taxes receivable in the accompanying fund financial statements.

**(8) Risk Management**

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

The City, along with various other local governments, participates in an insurance trust for workers' compensation and for general liability matters (St. Louis Area Insurance Trust (SLAIT)). The purpose of this trust is to distribute the cost of self-insurance over similar entities. The trust requires an annual premium payment from each entity to cover estimated claims payable and reserves for claims. The members of the trust have no legal interest in the assets, liabilities, or fund balances of the insurance trust; however, the City is contingently liable to fund its pro rata share of any deficit incurred by the trust should the trust cease operations at some future date. The trust has contracted with an insurance agent to handle all administrative matters, including processing of claims filed. The City's 2016 premium payments to the trust were \$438,830.

The City also purchases commercial insurance to cover risks related to property loss, public official liability, earthquakes, and employees' blanket bonds. Settled claims resulting from these risks have not exceeded coverage in any of the past three years.

**CITY OF CHESTERFIELD, MISSOURI**  
**Notes to Basic Financial Statements**  
**December 31, 2016**

**(9) Deferred Compensation Plan**

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all City employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency. In accordance with the provisions of GASB 32, *Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*, the assets and liabilities of the deferred compensation plan are not included in the accompanying basic financial statements.

**(10) Retirement Plan**

The City contributes to the City of Chesterfield Missouri 401(a) Retirement Plan, a defined contribution pension plan, for all eligible full time employees. All full time employees are eligible to participate in the Plan after they have completed one year of service and attained the age of 18. The Plan is administered by Mass Mutual (formerly Hartford Investment.)

Benefit terms for the Plan are established and may be amended by the City Council. Per City ordinance, the City contributes an amount equal to 8% of compensation of eligible participants. For the year ended December 31, 2016, the City recognized pension expense of \$992,074.

Employees become vested in City contributions and earnings on City contributions after completion of 5 years of credited service with the City. Nonvested City contributions are forfeited upon termination of employment. Such forfeitures are used to offset contributions from the City. For the year ended December 31, 2016, there were no forfeitures.

**(11) Interfund Balances**

Individual fund interfund receivable and payable balances as of December 31, 2016, are as follows:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General Fund	Nonmajor Governmental Funds	\$ 4,434
General Fund	Park Sales Tax	180,533
General Fund	Capital Improvement Sales Tax Fund	309
Park Sales Tax	General Fund	85,546
Nonmajor Governmental Funds	Park Sales Tax	1,000
Nonmajor Governmental Funds	General Fund	66,971
		<u>\$ 338,793</u>

All of these interfund balances are due to either timing differences or to the elimination of negative cash balances within the various funds. All interfund balances are expected to be repaid during the fiscal year ending December 31, 2017.

**(12) Obligations Under Operating Lease Agreements**

The City leases equipment under certain operating lease agreements with terms in excess of one year. Annual aggregate lease payments remaining under the terms of the operating lease agreements as of December 31, 2016, are as follows:

2017	\$ 89,379
2018	87,590
2019	19,500
	<u>\$ 196,469</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Notes to Basic Financial Statements**  
**December 31, 2016**

**(13) Long-Term Liabilities**

The following is a summary of the changes in long-term liabilities for the year ended December 31, 2016:

	<b>Balance</b>			<b>Balance</b>	<b>Amounts</b>
	<b>December 31,</b>			<b>December 31,</b>	<b>Due Within</b>
	<b>2015</b>	<b>Additions</b>	<b>Reductions</b>	<b>2016</b>	<b>One Year</b>
Compensated absences	\$ 889,455	\$ 1,134,572	\$ (1,221,307)	\$ 802,720	\$ 729,745
General obligation bonds	7,340,000	-	(1,740,000)	5,600,000	1,795,000
Plus - Issuance premium	179,763	-	(44,941)	134,822	-
Certificates of participation	38,460,000	3,000,000	(5,590,000)	35,870,000	3,155,000
Plus - Issuance premium	1,884,558	95,958	(218,547)	1,761,969	-
Total	<u>\$ 48,753,776</u>	<u>\$ 4,230,530</u>	<u>\$ (8,814,795)</u>	<u>\$ 44,169,511</u>	<u>\$ 5,679,745</u>

Compensated absences are generally liquidated by the General Fund.

***General Obligation Bonds Payable***

In February 2008, the City issued \$5,255,000 in General Obligation Refunding Bonds Series 2008, the proceeds of which were used to advance refund \$5,245,000 of outstanding Series 1998 General Obligation Bonds. The bonds bear interest ranging from 2.95% to 3.5% and are repaid through a Debt Service Fund. The net proceeds of the Series 2008 bonds plus an additional \$88,646 of City monies were deposited in an irrevocable trust with an escrow agent to provide for all future debt service payments on the \$5,245,000 principal of the Series 1998 bonds. As a result, the Series 1998 bonds are considered defeased and the liability for these bonds has been removed from the basic financial statements. The City decreased its aggregated debt service payments by \$368,292 over 7 years, which resulted in economic gain (difference between the present values of the old and new debt service payments) of \$356,707.

In January 2015, the City issued \$7,340,000 in General Obligation Refunding Bonds Series 2015, the proceeds of which were used to advance refund \$9,125,000 of outstanding Series 2005 General Obligation Bonds. The bonds bear interest of 2% and are repaid through a Debt Service Fund. The net proceeds of the Series 2015 bonds plus an additional \$1,851,638 of City monies were deposited in an irrevocable trust with an escrow agent to provide for all future debt service payments on the \$9,125,000 principal of the Series 2005 bonds. As a result, the Series 2005 bonds are considered defeased and the liability for these bonds has been removed from the basic financial statements. The City decreased its aggregated debt service payments by \$552,722 over 5 years, which resulted in economic gain (difference between the present values of the old and new debt service payments) of \$541,791.

The annual principal and interest requirements to maturity of the General Obligation Bonds as of December 31, 2016, are as follows:

<b>December 31</b>	<b>General Obligation Bonds</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Totals</b>
2017	\$ 1,795,000	\$ 94,050	\$ 1,889,050
2018	1,880,000	57,300	1,937,300
2019	1,925,000	19,250	1,944,250
	<u>\$ 5,600,000</u>	<u>\$ 170,600</u>	<u>\$ 5,770,600</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Notes to Basic Financial Statements**  
**December 31, 2016**

***Certificates of Participation***

In April 2016, the City issued \$3,000,000 in Certificates of Participation (Series 2016) with interest ranging from 0.75% to 2.15% to advance refund \$2,640,000 of its outstanding Certificates of Participation (Series 2008), which had a total outstanding balance of \$3,490,000 at that time. The Certificates are scheduled to mature at various dates through December 2028. As a result of the refunding, the City decreased its total debt service requirements by \$365,954, which resulted in an economic gain of \$332,430. The refunded certificates were issued to finance the City's renovation and improvement of the City's Central Park and the Chesterfield Valley Athletic Complex. The certificates are repaid by Parks Sales Tax Fund operating revenues.

In September 2014, the City issued \$8,600,000 in Certificates of Participation (Series 2014) with interest rates ranging from 2% to 3.25% to advance refund Certificates of Participation (Series 2009A and Series 2009B). The Certificates are scheduled to mature at various dates through December 2031. As a result of the refunding, the City decreased its total debt service requirements by \$719,556, which resulted in an economic gain of \$593,471. The refunded certificates were issued to finance the City's renovation and improvement of the City's Central Park and the Chesterfield Valley Athletic Complex. The certificates of participation are repaid by Parks Sales Tax Fund operating revenues.

In November 2013, the City had advanced refunding on the Certificates of Participation (Series 2005), which had an outstanding principal amount of \$21,275,000 at that time. The City simultaneously issued the Certificates of Participation (Series 2013) in the amount of \$20,360,000, depositing the proceeds and the funds currently in the reserve fund with the Escrow Agent (BOKF, N.A., Kansas City, Missouri). The certificates of participation bear interest from 2% to 5% and are repaid by General Fund operating revenues.

In December 2008, the City issued \$4,720,000 in Certificates of Participation (Series 2008), which represent proportionate interests in base rentals to be paid by the City pursuant to an annually renewable lease/purchase agreement dated December 1, 2012, between the City and Wells Fargo Bank (the trustee/lessor). The trustee has agreed to execute and deliver certificates pursuant to a declaration and indenture of trust to finance the City's renovation and improvement of the City's Central Park and the Chesterfield Valley Athletic Complex. The base rentals constitute rent for the land pursuant to the lease. As noted above, certificates with a principal balance of \$2,640,000 were refunded in April 2016. The remaining certificates of participation outstanding, with a principal balance of \$640,000, bear interest ranging from 4.25% to 5.00% and will be repaid by the Parks Sales Tax Fund operating revenues through 2019.

In August 2004, the City had advanced refunding on the Certificates of Participation (Series 2000), which had an outstanding principal amount of \$16,495,000 at that time. The City simultaneously issued the Certificates of Participation (Series 2004) in the amount of \$15,820,000, depositing the proceeds and the funds currently in the reserve fund with the Escrow Agent (UMB Bank, N.A., Kansas City, Missouri). The certificates of participation bear interest from 3% to 5% and are repaid by General Fund operating revenues.

**CITY OF CHESTERFIELD, MISSOURI**  
**Notes to Basic Financial Statements**  
**December 31, 2016**

The annual principal and interest requirements to maturity of the certificates of participation as of December 31, 2016, are as follows:

<u>December 31</u>	<u>Certificates of Participation</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Totals</u>
2017	\$ 3,155,000	\$ 1,371,392	\$ 4,526,392
2018	3,355,000	1,250,621	4,605,621
2019	3,600,000	1,104,916	4,704,916
2020	3,855,000	947,054	4,802,054
2021	3,925,000	772,854	4,697,854
2022 - 2026	13,800,000	1,799,990	15,599,990
2027 - 2031	4,180,000	375,176	4,555,176
	<u>\$ 35,870,000</u>	<u>\$ 7,622,003</u>	<u>\$ 43,492,003</u>

**(14) Interfund Transfers**

Individual fund transfers for the year ended December 31, 2016, are as follows:

	<u>Transfers From</u>				<u>Total</u>
	<u>General Fund</u>	<u>Parks Sales Tax Fund</u>	<u>Capital Improvement Sales Tax Trust Fund</u>	<u>Other Nonmajor Governmental Funds</u>	
<u>Transfers To</u>					
General Fund	\$ -	\$ -	\$ -	\$ 48,624	\$ 48,624
Capital Improvement Sales Tax Trust Fund	2,812,008	-	-	-	2,812,008
Parks Sales Tax Fund	-	-	-	-	-
Other nonmajor governmental funds	1,952,471	3,093,681	1,928,831	10	6,974,993
	<u>\$ 4,764,479</u>	<u>\$ 3,093,681</u>	<u>\$ 1,928,831</u>	<u>\$ 48,634</u>	<u>\$ 9,835,625</u>

Interfund transfers were used to: 1) move revenues from the fund that ordinance or budget requires to collect them to the fund that ordinance or budget requires to expend them; 2) use unrestricted revenues collected in the General Fund to finance capital improvements and other funds in accordance with budgetary authorization; or 3) move revenues in excess of current year expenditures to other funds.

**(15) Commitments and Contingencies**

Various legal claims have arisen during the normal course of business which, in the opinion of management after discussion with legal counsel, will not result in any material liability to the City.

**CITY OF CHESTERFIELD, MISSOURI**  
**Notes to Basic Financial Statements**  
**December 31, 2016**

**(16) Pledged Revenues**

The City has pledged a portion of future parks sales tax revenues to repay \$20,360,000 in certificates of participation originally issued in December 2005 to finance park improvements throughout the City. The 2005 issue was advanced refunded in 2013. The certificates are payable solely from the sales taxes generated by a 1/2 cent parks sales tax. These taxes were projected to produce 100% of the debt service requirements over the life of the bonds. Total principal and interest remaining on the bonds is \$22,654,606 payable through December 2025. For the current year, principal and interest paid and total sales tax revenues were \$1,966,976 and \$7,228,099, respectively.

**(17) Section 479.350.1 RSMo Requirements**

Under Senate Bill 5, the State of Missouri requires all municipalities to provide an accounting of annual general operating revenue from fines, bond forfeitures and court costs for minor traffic violations, since the Bill went into law on August 28, 2015, in the municipality's annual financial report. The purpose of the bill is to make sure municipalities are not generating more than 12.5% of their operating revenue from fines, bond forfeitures and court costs for minor traffic violations. The City of Chesterfield's revenues from fines, bond forfeitures and court costs for minor traffic violations were 2.9% of operating revenues and 1.6% of total revenues during 2016.

**(18) New Accounting Pronouncements**

During the fiscal year 2016, the City implemented GASB Statement No. 72, *Fair Value Measurement and Application* and GASB Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*.

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## **Required Supplementary Information**

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**CITY OF CHESTERFIELD, MISSOURI**  
**Budgetary Comparison Schedule - General Fund**  
**For the year ended December 31, 2016**

Schedule 1

	<u>Original Budget</u>	<u>Final Revised Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUES</b>				
Municipal taxes:				
Utility gross receipts	\$ 7,361,681	\$ 7,361,681	\$ 6,861,787	\$ (499,894)
Sales taxes	7,110,383	7,110,383	6,956,311	(154,072)
Total municipal taxes	<u>14,472,064</u>	<u>14,472,064</u>	<u>13,818,098</u>	<u>(653,966)</u>
Licenses and permits	<u>1,597,594</u>	<u>1,597,594</u>	<u>1,600,329</u>	<u>2,735</u>
Intergovernmental:				
Motor fuel and vehicle sales taxes	1,856,186	1,856,186	1,895,271	39,085
Cigarette tax	118,961	118,961	125,279	6,318
Road and bridge tax	2,010,859	2,010,859	1,841,931	(168,928)
Grants and other	416,500	416,500	428,437	11,937
Total intergovernmental	<u>4,402,506</u>	<u>4,402,506</u>	<u>4,290,918</u>	<u>(111,588)</u>
Charges for services:				
Inspection and subdivision fees	53,236	53,236	54,236	1,000
Zoning applications	22,894	22,894	13,435	(9,459)
Police reports	7,586	7,586	8,015	429
False alarms	29,345	29,345	28,680	(665)
Other charges	31,193	31,193	58,469	27,276
Total charges for services	<u>144,254</u>	<u>144,254</u>	<u>162,835</u>	<u>18,581</u>
Court fines and forfeitures	<u>1,059,798</u>	<u>1,059,798</u>	<u>838,000</u>	<u>(221,798)</u>
Investment income	<u>75,000</u>	<u>75,000</u>	<u>49,195</u>	<u>(25,805)</u>
Miscellaneous	<u>113,500</u>	<u>570,500</u>	<u>990,479</u>	<u>419,979</u>
Total revenues	<u>21,864,716</u>	<u>22,321,716</u>	<u>21,749,854</u>	<u>(571,862)</u>
<b>EXPENDITURES</b>	<u>19,881,504</u>	<u>20,303,171</u>	<u>19,137,576</u>	<u>(1,165,595)</u>
Excess of revenues over expenditures	<u>1,983,212</u>	<u>2,018,545</u>	<u>2,612,278</u>	<u>593,733</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	53,889	53,889	48,624	(5,265)
Transfers out	(1,526,101)	(5,381,689)	(4,764,479)	617,210
Sale of capital assets	150,000	150,000	103,745	(46,255)
Total other financing sources (uses), net	<u>(1,322,212)</u>	<u>(5,177,800)</u>	<u>(4,612,110)</u>	<u>565,690</u>
Net change in fund balance	<u>\$ 661,000</u>	<u>\$ (3,159,255)</u>	<u>\$ (1,999,832)</u>	<u>\$ 1,159,423</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Budgetary Comparison Schedule - General Fund**  
**For the year ended December 31, 2016**

**Schedule 1**

	<u>Original Budget</u>	<u>Final Revised Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>EXPENDITURES</b>				
<b>General government:</b>				
Legislative - Mayor's Office and City Council	\$ 78,561	\$ 79,728	\$ 70,778	\$ 8,950
Administrative:				
City clerk	216,164	214,009	188,921	25,088
City Administrator	316,232	249,594	235,503	14,091
Economic development	243,121	240,890	237,381	3,509
Finance	481,881	504,612	478,316	26,296
Central services	1,252,927	1,417,862	1,271,743	146,119
Information systems	673,294	685,616	622,259	63,357
Total administrative	<u>3,183,619</u>	<u>3,312,583</u>	<u>3,034,123</u>	<u>278,460</u>
Police services	<u>9,246,220</u>	<u>9,567,753</u>	<u>9,401,890</u>	<u>165,863</u>
Judicial	<u>260,795</u>	<u>259,654</u>	<u>242,349</u>	<u>17,305</u>
Planning and zoning	<u>973,379</u>	<u>958,880</u>	<u>908,872</u>	<u>50,008</u>
Public works:				
Administration and engineering	970,984	954,073	901,395	52,678
Street and sewer maintenance	3,162,748	3,128,886	2,871,511	257,375
Vehicle maintenance	1,045,772	1,074,014	800,186	273,828
Building maintenance	927,426	935,600	880,444	55,156
Street lighting	32,000	32,000	26,028	5,972
Total public works	<u>6,138,930</u>	<u>6,124,573</u>	<u>5,479,564</u>	<u>645,009</u>
Total expenditures	<u>\$ 19,881,504</u>	<u>\$ 20,303,171</u>	<u>\$ 19,137,576</u>	<u>\$ 1,165,595</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Budgetary Comparison Schedule**  
**Parks Sales Tax Fund - Special Revenue Major Fund**  
**For the year ended December 31, 2016**

**Schedule 2**

	<u>Original Budget</u>	<u>Final Revised Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUES</b>				
Municipal taxes:				
Sales taxes	\$ 7,369,485	\$ 7,369,485	\$ 7,228,099	\$ (141,386)
Intergovernmental	-	-	28,392	28,392
Park charges and fees	1,728,983	1,808,983	1,840,779	31,796
Investment income	1,000	1,000	(1,517)	(2,517)
Miscellaneous	40,000	75,197	73,000	(2,197)
Total revenues	<u>9,139,468</u>	<u>9,254,665</u>	<u>9,168,753</u>	<u>(85,912)</u>
<b>EXPENDITURES</b>				
Parks and recreation	5,888,626	5,911,705	5,816,387	95,318
Capital outlay	267,900	468,525	468,043	482
Total expenditures	<u>6,156,526</u>	<u>6,380,230</u>	<u>6,284,430</u>	<u>95,800</u>
Excess of revenues over expenditures	2,982,942	2,874,435	2,884,323	9,888
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers out	(2,923,357)	(3,097,943)	(3,093,681)	4,262
Net change in fund balance	<u>\$ 59,585</u>	<u>\$ (223,508)</u>	<u>\$ (209,358)</u>	<u>\$ 14,150</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Notes to Budgetary Comparison Schedules**  
**For the year ended December 31, 2016**

**EXPLANATION OF BUDGETARY PROCESS**

The City prepares and legally adopts an annual budget for the General Fund, the Parks Sales Tax Fund, the Capital Improvement Sales Tax Trust Fund, the Police Forfeiture Fund, the Sewer Lateral Fund, the Chesterfield Valley Tax Increment Financing Fund, all Debt Service Funds, and all Capital Project Funds. Budgets are adopted on a basis consistent with U.S. generally accepted accounting principles. The Council follows the procedures outlined below in establishing the budgetary data:

1. During or before the last week of November, the City Administrator submits to the City Council a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures, estimated revenue of the fund for the budget year, and the means of financing them.
2. During or before December 31, the City Administrator presents the proposed budget at a Public Hearing prior to a regularly scheduled City Council meeting. The budget is adopted at a regular City Council meeting by resolution.
3. Copies of the proposed budget are made available for public inspection in the office of the City Clerk for at least 10 days prior to passage of the budget. At least one public hearing is held on the budget by the City Council. Notice of the hearing is given by publication in a newspaper with general circulation in the City.
4. The budget is adopted by the City Council by the affirmative vote of a majority of the members of the City Council and approval by the Mayor on or before the last day preceding the budget year. If the budget has not been passed and approved by this time, then the budget and appropriations for the current fiscal year shall be rebudgeted and reappropriated for the budget year until a new budget is adopted and approved.
5. All appropriations lapse at year-end; outstanding encumbrances are reappropriated in the subsequent fiscal year budget to provide for the liquidation of the prior commitments.

The legal level of budgetary control for the City's original adopted annual budget is defined as the budgeted division level of each department.

Subsequent transfers within each fund's budget may be made as follows:

- a) Heads of departments may make transfers between Fund divisions in an amount up to \$2,500 with the prior approval of the Finance Director.
- b) Heads of departments may make transfers between Fund divisions in an amount from \$2,500 to \$5,000 with the prior approval of the Finance Director and the City Administrator.
- c) Approval of a majority of the City Council is required for transfers in an amount over \$5,000.

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## **Other Supplementary Information**

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## NONMAJOR GOVERNMENTAL FUNDS

### Special Revenue Funds

Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than expendable trusts or major capital projects) that are legally restricted to expenditures for specified purposes.

The following Special Revenue Funds are maintained by the City:

Police Forfeiture - This fund is used to account for special revenues received, which are specifically earmarked for future expenditures in the area of public safety.

Sewer Lateral - This fund is used to account for special revenues received, which are specifically earmarked for expenditures for repairs to residential sanitary sewer laterals.

Chesterfield Valley Tax Increment Financing - This fund is used to account for financial resources to be used for infrastructure and transportation projects in the Chesterfield Valley.

### Debt Service Funds

Debt Service Funds are used to account for the accumulation of resources for, and the payment of, certain General long-term debt principal, interest, and related costs. The following Debt Service Funds are maintained by the City:

Parks 1998 - This fund is used to account for the accumulation of resources and payment of general obligation principal and interest on the parks General Obligation Bond issue, Series 2008, which advance refunded the General Obligation Bond issue, Series 1998.

City Hall - This fund is used to account for the accumulation of resources and payment of principal and interest on Government Center Certificates of Participation issued in fiscal year 2000.

Parks Construction - This fund is used to account for the accumulation of resources and payment of principal and interest on the 2008, 2013, 2014 and 2016 Certificates of Participation.

R&S - This fund (Road and Sidewalk Fund) is used to account for the accumulation of resources for and the payment of general long-term debt principal and interest payments on the General Obligation Street and Sidewalk Bond issue Series 2005.

**CITY OF CHESTERFIELD, MISSOURI**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**As of December 31, 2016**

**Schedule 3**

	<u>Nonmajor Special Revenue Funds</u>				<u>Nonmajor Capital Projects Fund</u>	<u>Nonmajor Debt Service Funds</u>	<u>Total Nonmajor Governmental Funds</u>
	<u>Police Forfeiture</u>	<u>Sewer Lateral</u>	<u>Chesterfield Valley Tax Increment Financing</u>	<u>Total Special Revenue</u>			
<b>ASSETS</b>							
Cash and investments	\$ 155,418	\$ 392,601	\$ 228,947	\$ 776,966	\$ -	\$ 678,588	\$ 1,455,554
Receivables:							
Municipal taxes	-	122,747	-	122,747	-	4,434	127,181
Due from other funds	-	-	66,971	66,971	-	1,000	67,971
Prepays	-	-	-	-	-	-	-
Total assets	<u>\$ 155,418</u>	<u>\$ 515,348</u>	<u>\$ 295,918</u>	<u>\$ 966,684</u>	<u>\$ -</u>	<u>\$ 684,022</u>	<u>\$ 1,650,706</u>
<b>LIABILITIES AND FUND BALANCES</b>							
<b>Liabilities</b>							
Accounts payable	\$ -	\$ 5,512	\$ 4,487	\$ 9,999	\$ -	\$ 1,000	\$ 10,999
Due to other funds	-	-	-	-	-	4,434	4,434
Deferred revenue	-	-	-	-	-	4,434	4,434
Total liabilities	<u>-</u>	<u>5,512</u>	<u>4,487</u>	<u>9,999</u>	<u>-</u>	<u>9,868</u>	<u>19,867</u>
<b>Fund balances</b>							
Restricted for:							
Public Safety	155,418	-	-	155,418	-	-	155,418
Sewer Lateral	-	509,836	-	509,836	-	-	509,836
Committed for Capital Projects	-	-	291,431	291,431	-	-	291,431
Assigned for Debt Service	-	-	-	-	-	678,588	678,588
Unassigned	-	-	-	-	-	(4,434)	(4,434)
Total fund balances	<u>155,418</u>	<u>509,836</u>	<u>291,431</u>	<u>956,685</u>	<u>-</u>	<u>674,154</u>	<u>1,630,839</u>
Total liabilities and fund balances	<u>\$ 155,418</u>	<u>\$ 515,348</u>	<u>\$ 295,918</u>	<u>\$ 966,684</u>	<u>\$ -</u>	<u>\$ 684,022</u>	<u>\$ 1,650,706</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Nonmajor Governmental Funds**  
**For the year ended December 31, 2016**

Schedule 4

	Nonmajor Special Revenue Funds			Nonmajor Capital Projects Funds	Nonmajor Debt Service Funds	Total Nonmajor Governmental Funds	
	Police Forfeiture	Sewer Lateral	Chesterfield Valley Tax Increment Financing				Total Special Revenue
<b>REVENUES</b>							
Municipal taxes	\$ -	\$ 417,502	\$ -	\$ 417,502	\$ -	\$ (1)	\$ 417,501
Intergovernmental	89,194	-	-	89,194	-	-	89,194
Investment income	-	-	90	90	-	84	174
Miscellaneous	-	-	153,789	153,789	-	-	153,789
Total revenues	<u>89,194</u>	<u>417,502</u>	<u>153,879</u>	<u>660,575</u>	<u>-</u>	<u>83</u>	<u>660,658</u>
<b>EXPENDITURES</b>							
Current:							
Police services	50,888	-	-	50,888	-	-	50,888
Public works	-	479,945	-	479,945	-	-	479,945
Parks	-	-	-	-	6,283	-	6,283
Capital outlay	38,114	-	30,990	69,104	-	-	69,104
Debt service:							
Principal	-	-	-	-	-	4,690,000	4,690,000
Interest and fiscal charges	-	-	-	-	-	1,597,937	1,597,937
Bond issuance costs	-	-	-	-	-	97,921	97,921
Total expenditures	<u>89,002</u>	<u>479,945</u>	<u>30,990</u>	<u>599,937</u>	<u>6,283</u>	<u>6,385,858</u>	<u>6,992,078</u>
Deficiency of revenues under expenditures	<u>192</u>	<u>(62,443)</u>	<u>122,889</u>	<u>60,638</u>	<u>(6,283)</u>	<u>(6,385,775)</u>	<u>(6,331,420)</u>
<b>OTHER FINANCING SOURCES (USES)</b>							
Issuance of refunding bonds	-	-	-	-	-	3,000,000	3,000,000
Payments to refunded bond escrow agent	-	-	-	-	-	(2,994,099)	(2,994,099)
Premium on issuance of refunding bonds	-	-	-	-	-	95,958	95,958
Transfers in	-	-	-	-	-	6,974,993	6,974,993
Transfers out	-	(48,600)	-	(48,600)	-	(34)	(48,634)
Total other financing sources (uses), net	-	<u>(48,600)</u>	-	<u>(48,600)</u>	-	<u>7,076,818</u>	<u>7,028,218</u>
Net change in fund balances	<u>192</u>	<u>(111,043)</u>	<u>122,889</u>	<u>12,038</u>	<u>(6,283)</u>	<u>691,043</u>	<u>696,798</u>
Fund balances:							
Beginning of year	<u>155,226</u>	<u>620,879</u>	<u>168,542</u>	<u>944,647</u>	<u>6,283</u>	<u>(16,889)</u>	<u>934,041</u>
End of year	<u>\$ 155,418</u>	<u>\$ 509,836</u>	<u>\$ 291,431</u>	<u>\$ 956,685</u>	<u>\$ -</u>	<u>\$ 674,154</u>	<u>\$ 1,630,839</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Combining Balance Sheet**  
**Nonmajor Debt Service Funds**  
**As of December 31, 2016**

**Schedule 5**

	<u>Parks 1998</u>	<u>City Hall</u>	<u>Parks Construction</u>	<u>R&amp;S Debt Service</u>	<u>Total</u>
<b>ASSETS</b>					
Cash and investments	\$ -	\$ 412,590	\$ 206,567	\$ 59,431	\$ 678,588
Receivables:					
Municipal taxes	4,434	-	-	-	4,434
Due from other funds	-	-	1,000	-	1,000
Total assets	<u>\$ 4,434</u>	<u>\$ 412,590</u>	<u>\$ 207,567</u>	<u>\$ 59,431</u>	<u>\$ 684,022</u>
<b>LIABILITIES AND FUND BALANCES</b>					
<b>Liabilities</b>					
Accounts payable	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000
Due to other funds	4,434	-	-	-	4,434
Deferred revenue	4,434	-	-	-	4,434
Total liabilities	<u>8,868</u>	<u>-</u>	<u>1,000</u>	<u>-</u>	<u>9,868</u>
<b>Fund balances</b>					
Assigned for Debt Service	-	412,590	206,567	59,431	678,588
Unassigned	(4,434)	-	-	-	(4,434)
Total Fund Balance	<u>(4,434)</u>	<u>412,590</u>	<u>206,567</u>	<u>59,431</u>	<u>674,154</u>
Total liabilities and fund balances	<u>\$ 4,434</u>	<u>\$ 412,590</u>	<u>\$ 207,567</u>	<u>\$ 59,431</u>	<u>\$ 684,022</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Combining Statement of Revenues, Expenditures,**  
**and Changes in Fund Balances**  
**Nonmajor Debt Service Funds**  
**For the year ended December 31, 2016**

**Schedule 6**

	<u>Parks 1998</u>	<u>City Hall</u>	<u>Parks Construction</u>	<u>R&amp;S Debt Service</u>	<u>Total</u>
<b>REVENUES</b>					
Municipal taxes	\$ (1)	\$ -	\$ -	\$ -	\$ (1)
Investment income	-	6	78	-	84
Total revenues	<u>(1)</u>	<u>6</u>	<u>78</u>	<u>-</u>	<u>83</u>
<b>EXPENDITURES</b>					
Debt service:					
Principal	-	1,100,000	1,850,000	1,740,000	4,690,000
Interest and fiscal charges	-	424,582	1,043,955	129,400	1,597,937
Debt Issuance Costs	-	-	97,921	-	97,921
Total expenditures	<u>-</u>	<u>1,524,582</u>	<u>2,991,876</u>	<u>1,869,400</u>	<u>6,385,858</u>
Deficiency of revenues under expenditures	<u>(1)</u>	<u>(1,524,576)</u>	<u>(2,991,798)</u>	<u>(1,869,400)</u>	<u>(6,385,775)</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Issuance of refunding bonds	-	-	3,000,000	-	3,000,000
Payments to refunded bond escrow agent	-	-	(2,994,099)	-	(2,994,099)
Premium on issuance of refunding bonds	-	-	95,958	-	95,958
Transfers in	15,308	1,937,164	3,093,690	1,928,831	6,974,993
Transfers out	-	-	(34)	-	(34)
Total other financing sources (uses), net	<u>15,308</u>	<u>1,937,164</u>	<u>3,195,515</u>	<u>1,928,831</u>	<u>7,076,818</u>
Net change in fund balances	<u>15,307</u>	<u>412,588</u>	<u>203,717</u>	<u>59,431</u>	<u>691,043</u>
Fund balances:					
Beginning of year	<u>(19,741)</u>	<u>2</u>	<u>2,850</u>	<u>-</u>	<u>(16,889)</u>
End of year	<u>\$ (4,434)</u>	<u>\$ 412,590</u>	<u>\$ 206,567</u>	<u>\$ 59,431</u>	<u>\$ 674,154</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Budgetary Comparison Schedule**  
**Police Forfeiture Fund - Nonmajor Special Revenue Fund**  
**For the year ended December 31, 2016**

Schedule 7

	<u>Original Budget</u>	<u>Final Revised Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUES</b>				
Intergovernmental	\$ -	\$ -	\$ 89,194	\$ 89,194
<b>EXPENDITURES</b>				
Police services	-	50,888	50,888	-
Capital outlay	-	38,114	38,114	-
Total expenditures	-	89,002	89,002	-
Excess of revenues over (under) expenditures	-	(89,002)	192	89,194
<b>OTHER FINANCING USES</b>				
Transfers out	-	-	-	-
Net change in fund balances	\$ -	\$ (89,002)	\$ 192	\$ 89,194

**CITY OF CHESTERFIELD, MISSOURI**  
**Budgetary Comparison Schedule**  
**Sewer Lateral Fund - Nonmajor Special Revenue Fund**  
**For the year ended December 31, 2016**

**Schedule 8**

	<u>Original Budget</u>	<u>Final Revised Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUES</b>				
Municipal taxes	\$ 451,375	\$ 451,375	\$ 417,502	\$ (33,873)
Investment income	500	500	-	(500)
Total revenues	<u>451,875</u>	<u>451,875</u>	<u>417,502</u>	<u>(34,373)</u>
<b>EXPENDITURES</b>				
Public works	450,000	479,945	479,945	-
Deficiency of revenues under expenditures	<u>1,875</u>	<u>(28,070)</u>	<u>(62,443)</u>	<u>(34,373)</u>
<b>OTHER FINANCING USES</b>				
Transfers out	(53,389)	(53,389)	(48,600)	4,789
Net change in fund balances	<u>\$ (51,514)</u>	<u>\$ (81,459)</u>	<u>\$ (111,043)</u>	<u>\$ (29,584)</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Budgetary Comparison Schedule**  
**Chesterfield Valley Tax Increment Financing Fund - Nonmajor Special Revenue Fund**  
**For the year ended December 31, 2016**

**Schedule 9**

	<u>Original Budget</u>	<u>Final Revised Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUES</b>				
Investment income	\$ -	\$ -	\$ 90	\$ 90
Miscellaneous	-	-	153,789	153,789
Total revenues	-	-	153,879	153,879
<b>EXPENDITURES</b>				
Public works	76,145	76,145	30,990	45,155
Net change in fund balance	<u>\$ (76,145)</u>	<u>\$ (76,145)</u>	<u>\$ 122,889</u>	<u>\$ 199,034</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Budgetary Comparison Schedule**  
**Parks 1998 - Nonmajor Debt Service Fund**  
**For the year ended December 31, 2016**

**Schedule 10**

	<b>Original Budget</b>	<b>Final Revised Budget</b>	<b>Actual</b>	<b>Variance with Final Budget Positive (Negative)</b>
<b>REVENUES</b>				
Property taxes	\$ 2,500	\$ 2,500	\$ (1)	\$ (2,501)
<b>EXPENDITURES</b>				
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	268	268	-	268
Total expenditures	268	268	-	268
Deficiency of revenues under expenditures	2,232	2,232	(1)	(2,233)
<b>OTHER FINANCING SOURCES</b>				
Transfers in	-	-	15,308	15,308
Net change in fund balance	\$ 2,232	\$ 2,232	\$ 15,307	\$ 13,075

**CITY OF CHESTERFIELD, MISSOURI**  
**Budgetary Comparison Schedule**  
**City Hall - Nonmajor Debt Service Fund**  
**For the year ended December 31, 2016**

Schedule 11

	<u>Original Budget</u>	<u>Final Revised Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUES</b>				
Investment income	\$ -	\$ -	\$ 6	\$ 6
<b>EXPENDITURES</b>				
Debt service:				
Principal	1,100,000	1,100,000	1,100,000	-
Interest and fiscal charges	426,101	426,101	424,582	1,519
Total expenditures	<u>1,526,101</u>	<u>1,526,101</u>	<u>1,524,582</u>	<u>1,519</u>
Deficiency of revenues under expenditures	<u>(1,526,101)</u>	<u>(1,526,101)</u>	<u>(1,524,576)</u>	<u>1,525</u>
<b>OTHER FINANCING SOURCES</b>				
Transfers in	1,526,101	1,938,689	1,937,164	(1,525)
Net change in fund balance	<u>\$ -</u>	<u>\$ 412,588</u>	<u>\$ 412,588</u>	<u>\$ -</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Budgetary Comparison Schedule**  
**Parks Construction - Nonmajor Debt Service Fund**  
**For the year ended December 31, 2016**

Schedule 12

	<u>Original Budget</u>	<u>Final Revised Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUES</b>				
Investment income	\$ 6	\$ 6	\$ 78	\$ 72
<b>EXPENDITURES</b>				
Debt service:				
Principal	1,780,000	1,850,000	1,850,000	-
Interest and fiscal charges	1,143,357	1,041,461	1,043,955	(2,494)
Debt Issuance Costs	-	101,859	97,921	3,938
Total expenditures	<u>2,923,357</u>	<u>2,993,320</u>	<u>2,991,876</u>	<u>(2,494)</u>
Deficiency of revenues under expenditures	<u>(2,923,351)</u>	<u>(2,993,314)</u>	<u>(2,991,798)</u>	<u>1,516</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Issuance of refunding bonds	-	3,000,000	3,000,000	-
Payments to refunded bond escrow agent	-	(2,994,099)	(2,994,099)	-
Premium on issuance of refunding bonds	-	95,958	95,958	-
Transfers in	2,923,357	3,097,943	3,093,690	(4,253)
Transfers out	-	-	(34)	(34)
Total other financing sources	<u>2,923,357</u>	<u>3,199,802</u>	<u>3,195,515</u>	<u>(4,287)</u>
Net change in fund balance	<u>\$ 6</u>	<u>\$ 206,488</u>	<u>\$ 203,717</u>	<u>\$ (2,771)</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Budgetary Comparison Schedule**  
**R&S Debt Service Fund - Nonmajor Debt Service Fund**  
**For the year ended December 31, 2016**

Schedule 13

	<u>Original Budget</u>	<u>Final Revised Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUES</b>				
Investment income	\$ -	\$ -	\$ -	\$ -
<b>EXPENDITURES</b>				
Debt service:				
Principal	1,740,000	1,740,000	1,740,000	-
Interest and fiscal charges	129,750	129,750	129,400	350
Debt Issuance Costs	-	-	-	-
Total expenditures	<u>1,869,750</u>	<u>1,869,750</u>	<u>1,869,400</u>	<u>350</u>
Deficiency of revenues under expenditures	<u>(1,869,750)</u>	<u>(1,869,750)</u>	<u>(1,869,400)</u>	<u>350</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	<u>1,869,750</u>	<u>1,929,181</u>	<u>1,928,831</u>	<u>(350)</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 59,431</u>	<u>\$ 59,431</u>	<u>\$ -</u>

## Capital Projects Fund

Capital Projects Funds are used to account for the accumulation of resources for the acquisition and construction of major capital assets.

The following major capital projects fund is maintained by the City:

Capital Improvement Sales Tax Trust Fund - This fund is used to account for the accumulation of resources from the one-half cent Capital Improvement sales tax passed by voters in 1997. The revenues are used to pay for principal and interest payments on R&S I and R&S II series bonds, as well as the City's capital projects for annual infrastructure maintenance.

The following nonmajor capital projects fund is maintained by the City:

Parks Construction Fund - This fund is used to account for the accumulation of resources from the 2009B Parks Bonds (subsequently refinanced with the 2014 Certificates of Participation) issue as well as transfers in from the Parks Sales Tax Fund. The funds were designated to assist in the development of City trails, streams, parks and other upgrades.

## Fiduciary Fund Types

Trust and Agency Funds are used to account for assets held by the City in a trustee capacity or as an agent for individuals, private organizations, other governmental units, or other funds.

### Agency Funds

Court Bond Fund - This fund is used to account for monies received and held as bond deposits to ensure defendants' appearances in court.

Explorers' Fund - This fund is used to account for proceeds received in connection with a joint program sponsored by the City and the local explorer's post.

Highway 40 Trust Fund - This fund is used to account for collection and release of monies for future roadway improvements contemplated in a construction development within the City. Collection of monies ensures completion of projects and restoration of the surrounding area. An inspection by the City is necessary to release funds.

Miscellaneous Escrow Fund - This fund is used to account for the collection and release of monies in connection with various permits issued for construction projects in which the contractor must comply with certain requirements. Collection of monies ensures completion of projects and restoration of the surrounding area. An inspection by the City is necessary to release funds.

**CITY OF CHESTERFIELD, MISSOURI**  
**Budgetary Comparison Schedule**  
**Capital Improvement Sales Tax Trust Fund - Capital Projects Major Fund**  
**For the year ended December 31, 2016**

**Schedule 14**

	<u>Original Budget</u>	<u>Final Revised Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUES</b>				
Municipal taxes:				
Sales taxes	\$ 6,265,050	\$ 6,265,050	\$ 6,143,800	\$ (121,250)
Intergovernmental	3,618,073	4,143,073	1,943,469	(2,199,604)
Miscellaneous income	-	-	-	-
Total revenues	<u>9,883,623</u>	<u>10,408,623</u>	<u>8,087,269</u>	<u>(2,321,354)</u>
<b>EXPENDITURES</b>				
Public works	256,492	282,391	270,265	12,126
Capital outlay	10,444,030	12,942,153	9,697,464	3,244,689
Total expenditures	<u>10,700,522</u>	<u>13,224,544</u>	<u>9,967,729</u>	<u>3,256,815</u>
Excess of revenues over expenditures	<u>(816,899)</u>	<u>(2,815,921)</u>	<u>(1,880,460)</u>	<u>935,461</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	1,777,030	5,220,030	2,812,008	(2,408,022)
Transfers out	(1,869,750)	(1,929,181)	(1,928,831)	350
Total other financing sources (uses), net	<u>(92,720)</u>	<u>3,290,849</u>	<u>883,177</u>	<u>(2,407,672)</u>
Net change in fund balance	<u>\$ (909,619)</u>	<u>\$ 474,928</u>	<u>\$ (997,283)</u>	<u>\$ (1,472,211)</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Budgetary Comparison Schedule**  
**Parks Construction Fund - Nonmajor Capital Projects Fund**  
**For the year ended December 31, 2016**

Schedule 15

	<u>Original Budget</u>	<u>Final Revised Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUES</b>				
Investment income	\$ -	\$ -	\$ -	\$ -
<b>EXPENDITURES</b>				
Parks	6,283	6,283	6,283	-
Net change in fund balance	<u>\$ (6,283)</u>	<u>\$ (6,283)</u>	<u>\$ (6,283)</u>	<u>\$ -</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Combining Statement of Fiduciary Net Position**  
**Agency Funds**  
**December 31, 2016**

Schedule 16

	<u>Court Bond Fund</u>	<u>Explorer's Fund</u>	<u>Highway 40 Trust Fund</u>	<u>Miscellaneous Escrow Fund</u>	<u>Total Agency Funds</u>
<b>ASSETS</b>					
Cash and investments	\$ 21,575	\$ 5,146	\$ 55,172	\$ 2,872,378	\$ 2,954,271
Due from other funds	549	-	-	-	549
Total assets	<u>\$ 22,124</u>	<u>\$ 5,146</u>	<u>\$ 55,172</u>	<u>\$ 2,872,378</u>	<u>\$ 2,954,820</u>
<b>LIABILITIES</b>					
Accounts payable	\$ -	\$ 5,146	\$ 55,172	\$ 2,872,378	\$ 2,932,696
Deposits held in escrow	22,124	-	-	-	22,124
Total liabilities	<u>\$ 22,124</u>	<u>\$ 5,146</u>	<u>\$ 55,172</u>	<u>\$ 2,872,378</u>	<u>\$ 2,954,820</u>

**CITY OF CHESTERFIELD, MISSOURI**  
**Combining Statement of Changes in Assets and Liabilities - Agency Funds**  
**For the year ended December 31, 2016**

Schedule 17

	<u>Balance December 31, 2015</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance December 31, 2016</u>
<b>Court Bond Fund</b>				
Assets - cash and cash equivalents	\$ 42,057	\$ -	\$ 20,482	\$ 21,575
Assets - due from other funds	-	549	-	549
Total liabilities	<u>\$ 42,057</u>	<u>\$ 549</u>	<u>\$ 20,482</u>	<u>\$ 22,124</u>
Liabilities:				
Deposits held in escrow	<u>\$ 42,057</u>	<u>\$ 549</u>	<u>\$ 20,482</u>	<u>\$ 22,124</u>
<b>Explorer's Fund</b>				
Assets - cash and cash equivalents	<u>\$ 5,144</u>	<u>\$ 2</u>	<u>\$ -</u>	<u>\$ 5,146</u>
Liabilities - accounts payable	<u>\$ 5,144</u>	<u>\$ 2</u>	<u>\$ -</u>	<u>\$ 5,146</u>
<b>Highway 40 Trust Fund</b>				
Assets - cash and cash equivalents	<u>\$ 55,172</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 55,172</u>
Liabilities - accounts payable	<u>\$ 55,172</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 55,172</u>
<b>Miscellaneous Escrow Fund</b>				
Assets - cash and cash equivalents	<u>\$ 1,459,689</u>	<u>\$ 2,701,953</u>	<u>\$ 1,289,264</u>	<u>\$ 2,872,378</u>
Liabilities - deposits held in escrow	<u>\$ 1,459,689</u>	<u>\$ 2,701,953</u>	<u>\$ 1,289,264</u>	<u>\$ 2,872,378</u>
<b>Total - All Agency Funds</b>				
Assets - cash and cash equivalents	<u>\$ 1,562,062</u>	<u>\$ 2,701,955</u>	<u>\$ 1,309,746</u>	<u>\$ 2,954,271</u>
Liabilities:				
Accounts payable	\$ 1,520,005	\$ 2,701,955	\$ 1,289,264	\$ 2,932,696
Deposits held in escrow	42,057	549	20,482	22,124
Total liabilities	<u>\$ 1,562,062</u>	<u>\$ 2,702,504</u>	<u>\$ 1,309,746</u>	<u>\$ 2,954,820</u>

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# Statistical Section

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**CITY OF CHESTERFIELD, MISSOURI**  
**Notes to Statistical Section**  
**December 31, 2016**

This part of the City's CAFR presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

<b>Contents</b>	<b>Pages</b>
<b>Financial Trends</b> These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	74-77
<b>Revenue Capacity</b> These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.	78-82
<b>Debt Capacity</b> These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	83-87
<b>Demographic and Economic Information</b> These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	88-89
<b>Operating Information</b> These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	90-92

Sources: Unless otherwise noted, the information in these schedules is derived from the CAFRs for the relevant year.

CITY OF CHESTERFIELD, MISSOURI  
 Net Position by Component  
 Last Ten Fiscal Years

Functions/Programs	December 31									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Governmental activities:										
Net investment in capital assets	\$ 115,267,934	\$ 117,138,329	\$ 121,457,368	\$ 133,596,730	\$ 144,327,104	\$ 154,461,332	\$ 159,288,489	\$ 165,439,709	\$ 175,832,360	\$ 185,177,271
Restricted	23,417,047	19,381,550	16,484,474	14,721,706	2,877,831	3,673,588	4,824,418	3,124,606	4,359,867	3,376,697
Unrestricted	8,448,252	14,326,019	14,206,458	13,361,355	20,900,703	19,525,138	15,901,081	16,626,897	14,340,700	12,882,198
Total governmental activities net position	\$ 147,133,233	\$ 150,845,898	\$ 152,148,300	\$ 161,679,791	\$ 168,105,638	\$ 177,660,058	\$ 180,013,988	\$ 185,191,212	\$ 194,532,927	\$ 201,436,166

Source: Basic financial statements

Table 2

CITY OF CHESTERFIELD, MISSOURI  
Changes in Net Position  
Last Ten Fiscal Years

	For the years ended December 31									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
<b>EXPENSES</b>										
Primary Government										
Governmental activities:										
General government	\$ 3,506,112	\$ 3,349,431	\$ 3,486,366	\$ 3,428,768	\$ 3,224,915	\$ 3,504,645	\$ 3,612,270	\$ 3,768,186	\$ 3,549,373	\$ 3,466,585
Parks and recreation	3,631,874	4,114,605	4,529,859	4,735,969	5,282,317	6,667,066	9,188,081	6,843,588	6,017,571	7,563,968
Judicial	189,701	212,013	221,809	260,387	236,646	242,383	234,551	247,843	253,116	241,757
Planning	642,805	1,404,535	1,588,046	1,422,702	1,081,173	1,040,706	987,612	852,903	934,239	908,638
Public works	10,246,596	14,402,877	14,701,716	11,437,429	9,952,319	11,027,314	11,674,201	12,073,599	11,318,138	12,005,296
Public safety	7,405,868	8,311,227	8,309,249	8,275,428	7,720,308	8,468,966	8,664,668	10,465,006	10,864,250	9,356,672
Interest on long-term debt	4,691,663	3,797,796	2,932,036	3,094,375	2,954,766	2,809,885	2,451,798	2,404,560	1,787,957	1,845,028
Total primary government expenses	30,314,619	35,592,484	35,769,081	32,655,058	30,452,444	33,760,965	36,813,181	36,655,685	34,724,644	35,387,944
<b>PROGRAM REVENUES</b>										
Primary Government										
Governmental activities:										
Charges for services:										
General government	667,663	740,083	683,912	696,465	691,161	662,641	724,227	729,870	749,040	722,836
Parks and recreation	1,012,857	977,961	1,027,958	1,136,840	1,210,006	1,394,799	1,920,356	1,640,112	1,794,837	1,840,779
Judicial	997,433	1,212,561	1,317,384	1,275,826	1,223,280	1,296,878	1,230,999	1,176,211	1,033,303	781,087
Planning	38,137	23,412	25,119	24,455	39,377	33,541	32,439	43,412	34,571	52,416
Public works	106,480	30,634	139,747	62,828	154,180	414,247	47,512	584,774	179,612	226,993
Public safety	47,106	53,391	60,126	61,604	51,152	55,799	53,214	53,934	46,606	48,077
Operating grants and contributions	4,614,543	4,197,473	5,094,736	5,694,181	4,713,574	4,671,981	5,838,334	4,871,779	4,460,450	4,283,225
Capital grants and contributions	2,374,841	1,364,332	2,202,831	7,659,799	2,695,237	8,114,634	2,502,738	3,462,945	6,751,617	4,664,630
Total primary government program revenues	9,859,060	8,599,847	10,551,813	16,611,998	10,777,967	16,644,520	12,349,819	12,563,037	15,050,036	12,620,043
<b>Net Revenues (Expenses)</b>										
Total primary government net expense	(20,455,559)	(26,992,637)	(25,217,268)	(16,043,060)	(19,674,477)	(17,116,445)	(24,463,362)	(24,092,648)	(19,674,608)	(22,767,901)
<b>General Revenues and Other Changes in Net Position</b>										
Primary Government										
Governmental activities:										
Taxes:										
Property taxes	1,102,310	592,791	618,841	481,419	522,890	524,173	491,974	517,357	3,872	-
Sales taxes	22,281,097	17,635,148	16,212,514	16,104,082	16,537,971	17,427,057	18,172,465	19,706,655	20,150,313	20,328,210
Gross receipts tax (includes franchise tax)	6,267,218	8,766,303	8,512,571	7,975,310	7,970,597	7,930,276	8,253,569	8,308,322	8,001,265	7,741,560
Sewer lateral	588,441	567,228	555,847	560,418	551,252	559,184	550,039	552,604	568,195	542,780
Investment earnings	3,098,984	2,039,470	2,366,571	2,366,571	188,313	47,236	18,705	61,357	47,685	47,848
Miscellaneous	480,594	1,104,362	86,970	226,765	329,309	182,939	260,090	123,577	244,993	1,010,742
Total primary government	33,818,644	30,705,302	26,509,649	25,584,565	26,100,332	26,670,865	27,746,842	29,269,872	29,016,323	29,671,140
<b>Changes in Net Position</b>										
Total primary government	\$ 13,363,085	\$ 3,712,665	\$ 1,292,381	\$ 9,541,505	\$ 6,425,855	\$ 9,554,420	\$ 3,283,480	\$ 5,177,224	\$ 9,341,715	\$ 6,903,239

Source: Basic financial statements

Table 3

**CITY OF CHESTERFIELD, MISSOURI**  
Fund Balances, Governmental Funds  
Last Ten Fiscal Years

	December 31									
	2007	2008	2009	2010	2011 (1)	2012	2013	2014	2015	2016
<b>General Fund:</b>										
Nonspendable	\$ -	\$ -	\$ -	\$ -	\$ 315,421	\$ 326,621	\$ 351,461	\$ 381,070	\$ 554,291	\$ 371,942
Restricted	-	-	-	-	304,737	125,150	122,836	121,300	129,015	133,647
Committed	-	-	-	-	1,502,468	712,719	2,665,608	2,612,384	1,179,935	534,715
Unassigned	-	-	-	-	11,945,289	12,947,803	10,798,346	11,233,430	10,717,788	9,540,893
Reserved	309,602	351,498	342,634	313,113	-	-	-	-	-	-
Unreserved	14,176,375	14,349,818	13,880,954	13,026,230	-	-	-	-	-	-
<b>Total General Fund</b>	<b>\$ 14,485,977</b>	<b>\$ 14,701,316</b>	<b>\$ 14,223,588</b>	<b>\$ 13,339,343</b>	<b>\$ 14,067,915</b>	<b>\$ 14,112,293</b>	<b>\$ 13,938,251</b>	<b>\$ 14,348,184</b>	<b>\$ 12,581,029</b>	<b>\$ 10,581,197</b>
<b>All other governmental funds:</b>										
Nonspendable	\$ -	\$ -	\$ -	\$ -	\$ 6,700	\$ 1,850	\$ 22,935	\$ 1,850	\$ 1,850	\$ -
Restricted	-	-	-	-	2,476,850	3,233,805	4,662,479	2,989,334	4,059,458	2,951,324
Committed	-	-	-	-	4,709,222	3,336,654	803,014	867,777	1,149,155	582,387
Assigned	-	-	-	-	2,547,444	2,604,527	2,329,919	2,546,925	1,897,255	3,048,857
Unassigned	-	-	-	-	-	-	-	-	(19,741)	(4,434)
Reserved	-	-	6,500	6,500	-	-	-	-	-	-
Unreserved, reported in:										
Special Revenue Funds	13,447,429	10,998,460	5,686,835	5,910,621	-	-	-	-	-	-
Capital Project Funds	13,886,084	17,195,066	15,346,074	7,488,023	-	-	-	-	-	-
Debt Service Funds	19,653,766	11,695,484	1,615,780	1,289,731	-	-	-	-	-	-
<b>Total all other governmental funds</b>	<b>\$ 46,987,279</b>	<b>\$ 39,889,010</b>	<b>\$ 22,655,189</b>	<b>\$ 14,694,875</b>	<b>\$ 9,740,216</b>	<b>\$ 9,176,836</b>	<b>\$ 7,818,347</b>	<b>\$ 6,405,886</b>	<b>\$ 7,087,977</b>	<b>\$ 6,578,134</b>

Source: Basic financial statements.

(1) In 2011, GASB Statement No. 54 was implemented

Table 4

CITY OF CHESTERFIELD, MISSOURI  
Changes in Fund Balances, Governmental Funds  
Last Ten Fiscal Years

	For the years ended December 31									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
<b>REVENUES</b>										
Municipal taxes	\$ 29,088,401	\$ 26,871,744	\$ 25,049,540	\$ 24,353,526	\$ 24,714,140	\$ 25,530,789	\$ 26,557,150	\$ 28,083,202	\$ 27,837,051	\$ 27,607,498
Licenses and permits	1,941,746	1,325,226	1,315,006	1,405,911	1,429,034	1,446,273	1,520,132	1,605,721	1,533,307	1,600,329
Intergovernmental	5,136,608	5,313,490	6,299,859	6,168,445	5,421,620	5,940,145	6,250,747	7,286,575	6,150,652	6,351,973
Charges for services, net	1,208,166	1,084,311	1,145,326	1,228,675	1,506,008	1,583,455	1,768,488	1,760,938	1,906,548	2,003,614
Court fines and forfeitures	991,696	1,186,960	1,318,916	1,259,764	1,226,101	1,290,848	1,272,870	1,177,957	1,065,157	838,000
Investment income, net arbitrage	3,098,986	2,039,470	522,906	236,571	188,313	47,236	18,703	-	61,750	47,686
Miscellaneous	529,255	182,235	172,471	119,748	233,533	481,528	437,905	739,431	437,373	1,217,268
Total revenues	41,994,858	38,003,436	35,824,024	34,772,640	34,518,749	36,320,274	37,825,995	40,715,574	38,977,774	39,666,534
<b>EXPENDITURES</b>										
Government	2,658,362	3,785,219	2,994,955	2,900,142	2,690,394	3,080,829	3,220,092	3,352,928	3,131,685	3,079,111
Police services	7,283,151	7,657,346	7,995,242	8,073,774	7,491,176	7,878,348	8,052,881	10,258,001	9,100,819	9,216,640
Judicial	189,993	212,160	218,642	374,434	237,756	241,426	237,707	248,122	252,978	242,349
Planning and development services	636,912	1,376,878	1,550,738	1,418,020	1,063,073	1,043,966	984,692	848,918	914,187	908,872
Public works	6,773,775	8,762,130	5,628,196	5,819,677	5,510,508	5,636,416	5,893,415	6,488,829	6,094,766	6,063,428
Parks and recreation	2,848,683	3,220,587	3,450,284	3,579,510	4,533,143	4,026,900	4,591,602	4,997,194	5,820,701	5,822,670
Capital outlay	11,316,516	11,992,426	25,215,294	14,321,060	9,940,082	7,573,259	8,564,650	8,460,558	7,637,252	10,662,885
Debt service:										
Principal	27,547,419	8,464,192	13,665,000	4,190,000	4,425,000	4,645,000	5,300,000	5,040,000	3,605,000	4,690,000
Interest and fiscal charges	4,240,900	4,141,994	3,100,587	3,130,140	2,995,968	2,851,471	2,713,287	2,247,820	1,769,542	1,597,937
Cost of issuance	-	211,034	308,915	-	-	-	230,856	162,241	96,460	97,921
Total expenditures	63,495,711	49,823,366	64,127,853	43,806,757	38,887,100	36,977,615	39,789,182	42,104,611	38,423,390	42,381,813
Excess (deficiency) of revenues over (under) expenditures	(21,500,853)	(11,820,530)	(28,303,829)	(9,034,117)	(4,368,351)	(657,341)	(1,963,187)	(1,389,037)	554,384	(2,715,279)
<b>OTHER FINANCING SOURCES (USES)</b>										
Proceeds from borrowing	156,115	9,999,935	10,316,188	-	-	-	22,252,459	8,836,605	7,340,000	3,000,000
Sale of capital assets	-	182,665	276,092	189,558	142,264	138,339	199,791	223,528	112,485	103,745
Payments to escrow agent	-	(5,245,000)	-	-	-	-	(22,021,594)	(8,673,624)	(9,091,933)	(2,898,141)
Transfers in	24,786,853	15,515,877	8,677,617	7,074,387	6,517,322	7,997,230	8,281,179	15,937,772	8,982,352	9,835,625
Transfers out	(24,786,853)	(15,515,877)	(8,677,617)	(7,074,387)	(6,517,322)	(7,997,230)	(8,281,179)	(15,937,772)	(8,982,352)	(9,835,625)
Total other financing source (uses)	156,115	4,937,600	10,592,280	189,558	142,264	138,339	430,656	386,509	(1,639,448)	205,604
Net change in fund balances	\$ (2,344,738)	\$ (6,882,930)	\$ (17,711,549)	\$ (8,844,559)	\$ (4,226,087)	\$ (519,002)	\$ (1,532,531)	\$ (1,002,528)	\$ (1,085,064)	\$ (2,509,673)
Debt service as a percentage of noncapital expenditures	60.92%	33.88%	45.88%	24.83%	25.64%	25.49%	22.61%	21.22%	17.48%	18.19%

Source: Revenues from governmental funds and expenditures from required supplementary information

Table 5

**CITY OF CHESTERFIELD, MISSOURI**  
**Assessed Value and Actual Value of Taxable Property**  
 Last Ten Fiscal Years  
 (dollars in thousands)

Fiscal Year	Real Property			Personal Property	Railroad and Utilities	Total Taxable Assessed Total	Total Direct Tax Rate	Estimated Actual Value
	Residential Property	Commercial Property	Agricultural Property					
2007	\$ 1,153,500	\$ 452,116	\$ 1,442	\$ 271,041	\$ 15,186	\$ 1,893,285	0.06	\$ 8,356,592
2008	1,171,642	467,500	1,459	289,434	14,740	1,944,775	0.06	8,554,084
2009	1,103,428	490,039	1,329	275,453	16,015	1,886,264	0.03	8,226,451
2010	1,108,180	496,507	2,068	255,632	13,744	1,876,131	0.03	8,211,267
2011	1,074,986	462,000	500	229,277	15,180	1,781,943	0.03	7,840,981
2012	1,080,291	457,997	496	223,212	17,652	1,779,648	0.03	7,846,585
2013	1,045,856	457,071	466	224,406	15,549	1,743,348	0.03	7,659,218
2014	1,054,555	473,467	400	237,259	18,516	1,784,197	0.03	7,803,559
2015	1,097,102	516,252	508	236,218	20,410	1,870,490	-	8,164,886
2016	1,098,164	530,255	502	244,208	19,057	1,892,186	-	8,233,951

Notes: Assessments are determined by the Assessor of St. Louis County as of January 1.

(1) Assessments are based on a percentage of estimated actual values. Real property is classified as residential, agricultural, or commercial. Residential property is assessed at 19%, agricultural is assessed at 12%, and commercial is assessed at 32%. All railroad and utility property is assessed at 32%. All personal property is assessed at 33 1/3%. Real property is reassessed biannually in odd-numbered years.

(2) The City was incorporated on June 1, 1988. No property tax was levied by the City until 1995 when the voters approved an \$11 million general obligation bond issue for parks. The entire levy-funded debt service on the bonds until they were paid off. The final levy was during 2014.

(3) The City participates in the county-wide sales tax sharing pool, therefore, sales tax is not the City's own source revenue.

Table 6

**CITY OF CHESTERFIELD, MISSOURI**  
**Direct and Overlapping Property Tax Rates**  
**Last Ten Fiscal Years**  
**(Per \$100 of Assessed Value)**

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Taxes levied on all property in the City:										
Direct rate:										
City of Chesterfield	0.0600	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	-	-
Overlapping rates:										
State of Missouri	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300
St. Louis County	0.5580	0.5580	0.5230	0.5230	0.5230	0.5230	0.5230	0.5230	0.5150	0.5150
Special School District	0.9080	0.9180	0.9380	0.9950	1.0130	1.0120	1.2400	1.2400	1.2348	1.2409
St. Louis Community College	0.2000	0.2010	0.2140	0.2180	0.2200	0.2200	0.2200	0.2200	0.2176	0.2185
St. Louis County Library	0.1500	0.1500	0.1400	0.1570	0.1630	0.1730	0.2500	0.2500	0.2460	0.2460
Metropolitan St. Louis Sewer District (Extension)	0.0140	-	-	0.0180	0.0190	0.0190	0.0200	0.0200	0.1950	0.2795
Metropolitan Zoological Park and Museum District	0.2330	0.2340	0.2490	0.2550	0.2670	0.2680	0.2800	0.2800	0.2777	0.1196
Sheltered Workshop	0.0850	0.0900	0.0740	0.0790	0.0840	0.0840	0.0890	0.0890	0.0880	0.0880
Total Overlapping Rates	2.1780	2.1810	2.1680	2.2750	2.3190	2.3290	2.6520	2.6520	2.8041	2.7375
Total Direct and Overlapping Rates	2.2380	2.2120	2.1980	2.3050	2.3490	2.3590	2.6810	2.6810	2.8041	2.7375
Other Overlapping Rates:										
School districts (2):										
Parkway	3.7330	3.9000	3.4100	3.5670	3.6760	3.9360	3.9360	4.0740	4.4617	4.2163
Rockwood	3.9990	3.9230	4.0080	4.2750	4.4630	4.5360	4.5360	4.6830	4.6015	4.6678
Fire protection districts (3):										
Metro West	1.0010	1.0600	0.9770	1.0120	1.0300	1.0290	1.0290	1.0640	1.0130	1.0110
Monarch	0.9880	1.0590	0.8260	0.8650	0.8420	0.8290	0.8290	0.8290	0.8060	0.8050

Notes:

- (1) The City levied property tax in 1995 when the voters approved an \$11 million general obligation bond issue for parks. The entire levy funds debt service.
- (2) All property is located in one of the two school districts whose boundaries include part of the City.
- (3) All property is located in one of the two fire protection districts whose boundaries include part of the City.

Source: St. Louis County Collector

Table 7

**CITY OF CHESTERFIELD, MISSOURI**  
**Principal Property Taxpayers**  
**Current Year and Nine Years Ago**  
**(dollars in thousands)**

Taxpayer	2016			2007		
	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
THF	\$ 27,036	1	1.43%	\$ 45,753	1	2.42%
Pfizer, Inc.	27,817	2	1.47%	35,474.00	2	1.87%
Chesterfield Mall	25,424	3	1.34%	-	-	-
RGA	17,439	4	0.92%	-	-	0.00%
Monsanto Company	15,691	5	0.83%	-	-	-
St. Louis Premium Outlets	15,292	6	0.81%	-	-	-
Taubman Prestige Outlets	12,232	7	0.65%	-	-	-
FSP Timberlake Corp	8,734	8	0.46%	18,269	5	0.96%
Baxter Crossing	8,140	9	0.43%	-	-	0.00%
St. Lukes Episcopal Presbyterian Hospital	7,706	10	0.41%	-	-	-
Pharmacia Corporation	-	-	-	21,254	3	1.12%
WEA Chesterfield LLC	-	-	-	21,107	4	1.11%
Ameren UE	-	-	-	12,515	6	0.66%
Chesterfield Village, Inc.	-	-	-	12,188	7	0.64%
Dierbergs FourSeasons/Chesterfield Village	-	-	-	9,647	8	0.51%
Scott Family Properties	-	-	-	9,291	9	0.49%
NNN One Chesterfield Place LLC	-	-	-	8,121	10	0.43%
Total	\$ 165,512		8.75%	\$ 193,619		10.21%

Source: St. Louis County Department of Collection

Table 8

**CITY OF CHESTERFIELD, MISSOURI**  
**Property Tax Levies and Collections**  
**Last Ten Fiscal Years**  
**(dollars in thousands)**

Fiscal Year Ended December 31	Tax Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2007 (1)	\$ 1,042	\$ 909	87.2	\$ 132	\$ 1,041	99.9
2008 (2)	583	510	87.5	73	583	100.0
2009	566	478	84.5	88	566	100.0
2010	563	482	85.6	81	563	99.9
2011	534	466	87.3	67	533	99.9
2012	534	470	88.0	61	531	99.4
2013	523	463	88.5	57	520	99.5
2014 (3)	536	478	89.2	57	535	99.8
2015	-	-	-	-	-	-
2016	-	-	-	-	-	-

Source: St. Louis County - Collector of Revenue

(1) Taxes levied prior to 2007 included Tax Increment Financing levies.

(2) Property tax rate was reduced by 50% in 2008.

(3) Final levy was in 2014.

Table 9

**CITY OF CHESTERFIELD, MISSOURI**  
**Sales Tax Rates and Taxable Sales**  
**Last Ten Fiscal Years**  
**(dollars in thousands)**

<b>Fiscal Year</b>	<b>City Direct Rate</b>	<b>St. Louis County</b>	<b>State of Missouri</b>	<b>Direct and Overlapping</b>	<b>Sales Tax Revenues</b>	<b>Taxable Sales (1)</b>
2007	1.00%	1.850%	4.225%	7.075%	\$ 9,588	\$ 1,311,170
2008	1.00%	1.850%	4.225%	7.075%	11,538	1,251,922
2009	1.00%	2.100%	4.225%	7.325%	10,640	1,157,788
2010	1.00%	2.700%	4.225%	7.925%	10,544	1,011,597
2011	1.00%	2.700%	4.225%	7.925%	10,714	1,118,534
2012	1.00%	2.700%	4.225%	7.925%	11,301	1,234,141
2013	1.00%	2.888%	4.225%	8.113%	11,832	1,292,076
2014	1.00%	2.888%	4.225%	8.113%	12,910	1,409,592
2015	1.00%	2.888%	4.225%	8.113%	13,174	1,438,626
2016	1.00%	2.888%	4.225%	8.113%	13,372	1,460,222

(1) Taxable sales reported by the Missouri Department of Revenue. State Law prohibits the disclosure of specific taxpayer information.

Note: The City participates in the county-wide sales tax sharing pool, which is generally distributed based on population.

Note: The City's direct rate is made up of the following:

- 0.500% Capital improvements sales tax effective April 1997
- 0.500% Parks and stormwater sales tax effective April 2005

Table 10

**CITY OF CHESTERFIELD, MISSOURI**  
**Ratios of Outstanding Debt by Type**  
**Last Ten Fiscal Years**  
 (dollars in thousands, except per capita)

Fiscal Year	Governmental Activities										Total Primary Government	Percentage of Personal Income (2)	Per Capita
	General Obligation Bonds	Tax Increment Notes	Tax Increment Bonds	Lease Revenue Bonds	Less - Reserve for Debt Service								
2007	\$ 34,990	\$ 5,574	\$ -	\$ 41,240	\$ -	(1,508)					\$ 80,296	3.49%	\$ 1,716
2008	33,190	-	-	44,880	-	(10,152)					67,918	2.93%	1,451
2009	21,445	-	-	53,205	-	-					74,650	3.09%	1,572
2010	19,325	-	-	51,135	-	-					70,460	2.87%	1,484
2011	17,110	-	-	48,925	-	-					66,035	2.72%	1,391
2012	14,840	-	-	46,550	-	-					61,390	2.50%	1,293
2013	12,615	-	-	45,731	-	-					58,346	2.51%	1,229
2014	10,134	-	-	43,271	-	-					53,405	2.16%	1,125
2015	7,520	-	-	40,345	-	-					47,865	1.62%	1,008
2016	5,600	-	-	35,870	-	-					41,470	1.40%	873

Notes: (1) Details regarding the City's outstanding debt can be found in the notes to the basic financial statements.  
 (2) See Table 14 for personal income and population data.

Table 11

**CITY OF CHESTERFIELD, MISSOURI**  
**Ratios of General Bonded Debt Outstanding**  
**Last Ten Fiscal Years**  
**(dollars in thousands, except per capita)**

Fiscal Year	General Bonded Debt Outstanding			Resources		Percentage of Actual Taxable Value of Property (2)	Per Capita (3)
	General Obligation Bonds	Redevelopment Bonds	Total General Bonded Debt	Restricted to Repaying the General Bonded Debt	Net Bonded Debt		
2007	\$ 34,990	\$ -	\$ 34,990	\$ (1,508)	\$ 33,482	1.77%	\$ 715
2008	33,190	-	33,190	(1,537)	31,653	1.67%	676
2009	21,445	-	21,445	(1,552)	19,893	1.05%	425
2010	19,325	-	19,325	(1,059)	18,266	0.97%	385
2011	17,110	-	17,110	(704)	16,406	0.92%	346
2012	14,840	-	14,840	(343)	14,497	0.81%	305
2013	12,465	-	12,465	-	12,465	0.72%	263
2014	10,134	-	10,134	-	10,134	0.57%	213
2015	7,520	-	7,520	-	7,520	0.40%	158
2016	5,600	-	5,600	-	5,600	0.30%	118

Notes: (1) Details regarding the City's outstanding debt can be found in the notes to the basic financial statements.  
(2) See Table 5 for property value data.  
(3) See Table 14 for population data.

**CITY OF CHESTERFIELD, MISSOURI**  
**Direct and Overlapping Governmental Activities Debt**  
**As of December 31, 2016**  
**(dollars in thousands)**

<u>Governmental Unit</u>	<u>Debt Outstanding</u>	<u>Estimated Percentage Applicable</u>	<u>Estimated Share of Overlapping Debt</u>
St. Louis County	\$ 91,704	7.05 %	\$ 6,465
Parkway School District (1)	168,795	24.58	41,490
Rockwood School District (1)	185,155	27.16	50,288
Monarch Fire Protection District (1)	-	73.47	-
Metro-West Fire Protection District (1)	8,740	72.90	6,371
Subtotal, overlapping debt			<u>104,615</u>
City direct debt	47,864	100.00	47,864
Total direct and overlapping debt			<u>\$ 152,479</u>

Notes: (1) Only portions of the school and fire districts are located within the City boundaries. The applicable amounts refer to that portion of the district that is contained within the City's boundary. Therefore, the applicable amounts refer to portions of the City's taxpayers.

Source: The above-named jurisdictions, St. Louis County Real Estate Assessment rolls, and St. Louis County report of Assessed Valuation.

**CITY OF CHESTERFIELD, MISSOURI**  
**Legal Debt Margin Information**  
 Last Ten Fiscal Years  
 (dollars in thousands)

	December 31									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Debt limit	\$ 189,328	\$ 194,478	\$ 188,626	\$ 187,613	\$ 178,194	\$ 177,965	\$ 174,335	\$ 178,941	\$ 179,529	\$ 183,619
Total net debt applicable to limit	33,713	33,190	21,445	19,325	17,110	14,840	12,465	10,134	7,520	5,600
Legal debt margin	<u>\$ 155,615</u>	<u>\$ 161,288</u>	<u>\$ 167,181</u>	<u>\$ 168,288</u>	<u>\$ 161,084</u>	<u>\$ 163,125</u>	<u>\$ 161,870</u>	<u>\$ 168,807</u>	<u>\$ 172,009</u>	<u>\$ 178,019</u>

Total net debt applicable to the limit as a percentage of debt limit

	17.81	17.07	11.37	10.30	9.60	8.34	7.15	5.66	4.19	3.05
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Legal debt margin calculation for fiscal year 2016:

Assessed value	\$ 1,892,186
Debt limit (10% of assessed value)	\$ 189,219
Debt applicable to limit	5,600
Legal debt margin	<u>\$ 183,619</u>

Note: Bonded indebtedness is limited by Sections 95.111 and 95.120 of the Missouri Revised Statutes (1986) to 10% of the assessed value of taxable tangible property.

**CITY OF CHESTERFIELD, MISSOURI**  
**Pledged-Revenue Coverage**  
**Last Ten Fiscal Years**

Fiscal Year	Park Sales Tax Bonds (1)					
	Park Sales Tax	Less Operating Expense	Net Available Revenue	Debt Service		Coverage
				Principal	Interest	
2007	\$ 5,179,120	\$ 4,084,737	\$ 1,094,383	\$ 495,000	\$ 1,076,329	0.70
2008	6,190,899	3,681,644	2,509,255	560,000	1,061,480	1.55
2009	5,748,769	3,515,333	2,233,436	1,355,000	1,334,471	0.83
2010	5,697,406	3,730,984	1,966,422	1,155,000	1,689,350	0.69
2011	5,790,849	4,637,846	1,153,003	1,240,000	1,659,510	0.40
2012	6,108,998	4,853,540	1,255,458	1,330,000	1,623,539	0.43
2013	6,395,774	4,987,982	1,407,792	1,405,000	1,600,627	0.47
2014	6,977,481	5,492,025	1,485,456	1,210,000	1,051,594	0.66
2015	7,121,200	6,546,134	575,066	1,675,000	1,184,457	0.20
2016	7,228,099	6,284,430	943,669	1,850,000	1,043,955	0.33

Note: Details regarding the City's outstanding debt can be found in the notes to the basic financial Statements.  
 Operating expenses do not include interest, depreciation, or amortization expenses.

(1) Park sales tax bonds are backed by the sales tax revenue produced by the sales tax rate in effect when the bonds were issued (1/2-cent) applied to the increase in retail sales in the City.

Table 15

**CITY OF CHESTERFIELD, MISSOURI**  
**Demographic and Economic Statistics**  
**Last Ten Calendar Years**

Year	Population	Personal Income (thousands of dollars)	Per Capita Personal Income	School Enrollment		Unemployment Rate
				Parkway School District	Rockwood School District	
2007	46,802	\$ 2,299,807	\$ 53,231	18,432	22,544	5.0
2008	46,802	2,321,052	54,256	18,031	22,721	6.0
2009	46,802	2,419,336	51,349	17,504	22,559	9.0
2010	47,484	2,454,590	53,782	17,386	22,657	8.9
2011	47,484	2,430,231	54,873	17,456	22,823	7.8
2012	47,484	2,456,110	60,442	17,351	22,504	6.5
2013	47,484	2,320,638	57,540	17,274	22,244	6.2
2014	47,484	2,859,297	60,216	17,466	21,879	5.8
2015	47,484	2,953,220	62,194	17,547	22,144	4.6
2016	47,484	2,953,220	62,194	17,674	21,931	4.2

Source: Population and per capita personal income data for the City using the U.S. Census Bureau data for the area and Bureau of Economic Analysis for St. Louis County.  
School enrollment information provided by Parkway and Rockwood School Districts.  
Unemployment rate using U.S. Department of Labor, Bureau of Labor Statistics.

Note: 2015 Per capita personal income used for year 2016.

Table 16

**CITY OF CHESTERFIELD, MISSOURI**  
**Principal Employers**  
**Current Year and Nine Years Ago**

<u>Employer</u>	<u>2016</u>			<u>2007</u>		
	<u>Employees</u>	<u>Rank</u>	<u>Percentage of Total City Employment</u>	<u>Employees</u>	<u>Rank</u>	<u>Percentage of Total City Employment</u>
St. Lukes Hospital	3,507	1	9.74 %	3,350	1	8.90 %
Reinsurance Group of America	1,426	2	3.96	582	6	1.55
Parkway School District	1,167	3	3.24	3,200	3	8.50
Monsanto	1,120	4	3.11	-	-	-
Mercy Health	1,059	5	2.94	-	-	-
Delmar Gardens	823	6	2.29	-	-	-
MOHELA	547	7	1.52	-	-	-
Pfizer	479	8	1.33	1,200	4	3.19
Dierbergs Markets	449	9	1.25	-	-	-
Builder's Bloc	400	10	1.11	-	-	-
Rockwood School District	-	-	-	3,228	2	8.57
McBride and Sons Management Co.	-	-	-	800	5	2.12
Amdocs, Inc.	-	-	-	500	7	1.33
Rose International	-	-	-	750	8	1.99
Mark Andy	-	-	-	305	9	0.81
North American Communications Resource, Inc.	-	-	-	300	10	0.80
Total	<u>10,977</u>		<u>30.49 %</u>	<u>14,215</u>		<u>37.76 %</u>

Source: Business License database from Finance Division

Table 17

**CITY OF CHESTERFIELD, MISSOURI**  
**Full-time Equivalent City Government Employees by Functions/Programs**  
**Last Ten Fiscal Years**

Functions/Programs	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
General government:										
Elected officials	9	9	9	9	9	9	9	9	9	9
City administrator	2	2	2	2	2	2	2	2	2	2
Community development	1	-	-	-	-	-	-	-	-	-
Customer service	3	4	4	3	3	3	3	3	3	3
Finance	7	7	7	6	6	6	6	6	6	6
Information systems	3	3	3	4	3	3	4	4	4	4
Court	3	3	3	3	3	3	3	3	3	3
Economic development	-	3	3	1	1	1	1	2	2	2
Planning	11	11	11	9	9	9	9	9	9	9
Police:										
Officers	86	89	89	84	84	84	89	92	94	94
Civilians	10	9	9	8	8	8	8	8	8	8
Public works:										
Engineering	17	22	22	16	16	16	16	16	16	16
Street maintenance	30	31	31	29	29	29	29	29	29	29
Vehicle maintenance	5	5	5	5	5	5	5	6	6	6
Building maintenance	6	7	7	6	6	6	6	6	7	7
Parks and recreation	26	30	30	33	33	37	40	44	45	48
<b>Total</b>	<b>219</b>	<b>234</b>	<b>234</b>	<b>217</b>	<b>216</b>	<b>220</b>	<b>229</b>	<b>237</b>	<b>242</b>	<b>245</b>

Source: Payroll Report, Finance Department

Table 18

**CITY OF CHESTERFIELD, MISSOURI**  
**Operating Indicators by Functions/Programs**  
**Last Ten Fiscal Years**

Functions/Programs	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
<b>Police:</b>										
Adult arrests	1,099	1,132	1,679	1,649	1,753	1,665	1,412	1,647	1,245	1,422
Juvenile arrests	281	392	236	262	218	165	111	186	169	135
Parking violations	374	423	462	381	278	381	279	203	216	258
Traffic violations	9,183	12,235	12,087	12,677	11,628	11,565	12,291	11,908	4,412	7,770
<b>Public works:</b>										
Street work orders completed	94	2,548	2,321	2,507	2,543	2,161	64	38	166	3,109
Sidewalk work orders completed	516	436	219	110	97	92	92	125	539	66
Tree trimming work orders completed	840	1,063	867	865	786	475	220	368	718	587
Storm sewer repairs	42	55	48	60	25	23	43	18	62	41
Sewer lateral repairs	100	95	78	85	88	116	126	107	120	109
Handicap accessible sidewalk ramps in-stalled	18	21	52	-	16	52	19	23	19	82
<b>Parks and recreation:</b>										
Athletic field rental hours	14,160	13,293	13,648	15,283	16,047	17,785	17,489	19,049	19,058	17,472
Aquatic Center admissions	56,499	52,588	44,693	52,845	55,487	52,001	35,699	35,648	39,282	39,996
<b>Planning:</b>										
Building permits for new construction	157	-51	74	86	68	98	90	50	38	41
Building permits for alterations/additions	4,824	4,173	3,714	3,834	298	385	335	372	760	749
<b>Finance and administration:</b>										
Business licenses issued	2,293	2,128	2,081	2,080	2,080	2,124	2,184	2,321	2,398	2,502
Vending licenses issued	773	804	846	820	789	711	732	700	612	565
Liquor licenses issued	262	159	140	135	141	139	130	134	135	139
Solicitor licenses issued	70	40	51	51	53	54	55	35	77	133

Sources: City of Chesterfield Annual Reports, City of Chesterfield Annual Budgets, various City departments

Table 19

**CITY OF CHESTERFIELD, MISSOURI**  
**Capital Asset Statistics by Functions/Programs**  
 Last Ten Fiscal Years

Functions/Programs	Fiscal Year									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Police:										
Stations	1	1	1	1	1	1	1	1	1	1
Sectors	6	6	6	6	6	6	6	6	6	6
Marked patrol units	32	35	36	36	36	30	30	31	33	34
Public works:										
Streets (miles)	167	167	167	167	167	172	172	175	175	176
Streetlights	184	184	184	184	184	230	230	237	237	237
Parks and recreation:										
Acreage	293	295	352	352	352	352	352	488	488	488
Playgrounds	3	3	2	2	2	2	2	3	3	3
Baseball/softball diamonds	27	27	29	29	29	29	29	29	29	29
Multi-purpose fields (1)	15	15	15	15	15	15	15	15	15	15
Athletic Complex	1	1	1	1	1	1	1	1	1	1
Aquatic Center	1	1	1	1	1	1	1	1	1	1

Note: No capital asset indicators are available for the Planning or Finance and Administration functions.

(1) Multi-purpose fields can all be used for: soccer, football, lacrosse, ultimate frisbee, and field hockey.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF CHESTERFIELD TO PARTICIPATE IN  
THE NATIONAL BUYBOARD PURCHASING COOPERATIVE**

**WHEREAS**, the City of Chesterfield's purchasing manual encourages the use of cooperative procurement programs in order to relieve the burden of unnecessary paperwork, and provide the benefit of competitive, high volume pricing for commodities or services; and

**WHEREAS**, The BuyBoard National Purchasing Cooperative is a cooperative formed between the National School Boards Association and several state school board associations to streamline the buying process for schools, municipalities, and other public entities;

**WHEREAS**, the City Council of the City Of Chesterfield has budgeted the purchase of certain items which have gone through a competitive procurement process and may be purchased at favorable rates through the BuyBoard National Purchasing Cooperative; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THIS CITY OF CHESTERFIELD, MISSOURI AS FOLLOWS:**

The City Council hereby authorizes participation in the BuyBoard National Purchasing Cooperative. The City Administrator is hereby authorized to execute all required documents, to accomplish participation in this program.

This resolution passed ordinance shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF CHESTERFIELD THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

\_\_\_\_\_  
Bob Nation, Mayor

Attest:

\_\_\_\_\_  
Vickie Hass, City Clerk



(/Home.aspx)

**National Cooperative (/National.aspx)**

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**How to Join**

**Resources**

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## About Us

### Leveraging discounts with ease nationwide

The BuyBoard National Purchasing Cooperative is a cooperative formed between the National School Boards Association (NSBA) and several state school boards associations to streamline the buying process for schools, municipalities, and other public entities.

Developed to comply with state laws that require governmental entities to make purchases from an approved list of vendors who have gone through a competitive procurement process, BuyBoard gives members the advantage of leveraging the Cooperative's ability to obtain bulk discounts, combined with the ease of online, web-based shopping.

### Attention vendors

Interested in selling your products or services to a nationwide network of school districts, municipalities, and other nonprofit organizations?

Register with BuyBoard  
(/Vendor/How-to-Register.aspx)

P.O. Box 400, Austin, Texas 78767-0400 • 800.695.2919

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**BuyBoard<sup>®</sup>**  
National Purchasing Cooperative  
**NATIONAL PURCHASING COOPERATIVE  
INTERLOCAL PARTICIPATION AGREEMENT**

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

### **I. RECITALS**

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

### **II. TERMS AND CONDITIONS**

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
  - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### **III. GENERAL PROVISIONS**

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
  - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
  - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
  - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
  - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
  - (a) Neither party waives any immunity from liability afforded under law;

- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

- 12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
- 14. **Notice.** Any written notice to the Cooperative may be given by e-mail to NSBA at [BuyBoard@nsba.org](mailto:BuyBoard@nsba.org); by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member's Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.
- 15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 17. **Authority.** By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

**TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Associate Executive Director, Member & Leadership Services  
National School Boards Association  
On behalf of the National Purchasing Cooperative

**TO BE COMPLETED BY COOPERATIVE MEMBER: ONLINE AT BUYBOARD.COM VIA ELECTRONIC SIGNATURE**

# BuyBoard Membership - National Purchasing Cooperative

Total Members: 1,164

11th Judicial District Court (NM)	Avon Central School District (NY)	Boise City Public School District (OK)	Cambria Heights School District (PA)
Aberdeen School District #5 (WA)	Avonworth School District (PA)	Boise School District (ID)	Camden R-III School Dist (MO)
Aberdeen School District #6-1 (SD)	Baker College of Owosso (MI)	Boone County (MO)	Cameron R-1 School District (MO)
Academy of the Sacred Heart of Grand Coleau, Inc (PA)	Bald Eagle Area School District (PA)	Boone County Board of Education (KY)	Camp Hill School District (PA)
Acoma Business Enterprises (NM)	Ball Chatham Community Unit District #5 (IL)	Boonville R-1 School District (MO)	Campbell County
Ada County (ID)	Balfic School District (SD)	Borough of New Stanton (PA)	Campbell County Board of Education (TN)
Ada Housing Authority (OK)	Baltimore City Public Schools (MD)	Borough of Seaside Heights (NJ)	Campbell Union High School District (CA)
Adair Public Schools (OK)	Baltimore County Public School (MD)	Borough of State College (PA)	Canon-McMillan School District (PA)
Adams County (CO)	Bartlett City of Board of Education (TN)	Bossier Parish School Board (LA)	Carbon County School District #1 (WY)
Adams County School District #14 (CO)	Battle Ground School District (WA)	Boulder Valley School District RE-2 (CO)	Carbondale Elementary School District #95 (IL)
Agudath Israel of Illinois (IL)	Bay District Schools (FL)	Bowlegs Public Schools (OK)	Carlitas Family Solutions (IL)
Akim Community Consolidated School District #91 (TX)	Beardstown CUSD #15 (IL)	Brandon Valley School District #49-2 (SD)	Caroline County Public Schools (MD)
Albuquerque Public Schools	Beaver County (OK)	Brandywine Heights Area School District (PA)	Carter County (OK)
Alex Public Schools (OK)	Belle Fourche School District #9-1 (SD)	Bremen High School District #228 (IL)	Cartwright School District (AZ)
Alexandria City Public Schools (VA)	Belle Vernon Area School District (PA)	Brentwood Borough School District (PA)	Cascade School District (ID)
Allegheny County Public Schools (MD)	Bellingham Technical College (WA)	Brentwood Public Library (MO)	Casey-Westfield CUSD #C-4 (IL)
Allegheny Valley School District (PA)	Belton School District #124 (MO)	Bridge Creek Fire Protection District (OK)	Cashion Public Schools (OK)
Allen Public Schools (OK)	Ben Archer Health Center (NM)	Bridge Creek Public Schools (OK)	Cassia County (ID)
Altamont CUSD #10 (IL)	Bend Metro Park and Recreation District (OR)	Bristow Public Schools (OK)	Catron County (NM)
Altona Oneida Wataga Ambulance (IL)	Benton County (IA)	Brockway Area School District (PA)	Cayuga County Sheriff's Office Custody Division (NY)
American Rose Society (LA)	Benton County Board of Education (TN)	Broken Arrow Public Schools (OK)	Cecil County Public Schools (MD)
Amherst County Public Schools (VA)	Benton County Fire District #4 (WA)	Brookings School District (SD)	Cement Public School (OK)
Anadarko Public Schools (OK)	Beresford School District (SD)	Brookville Area School District (PA)	Centennial School District (PA)
Animal Human Association (NM)	Berks County (PA)	Brownsburg Parks (IN)	Center School District (MO)
Ardmore Public Works Authority (OK)	Berks County Intermediate Unit (PA)	Bryan County Court Clerk (OK)	Central Dauphin School District (PA)
Arkadelphia Public Schools (AR)	Berlin Brothersvalley School District (PA)	Bryant School District (AR)	Central R3 Schools (MO)
Arkansas River Power Authority (CO)	Bertand Charfee Hospital (NY)	BTX Schools, Inc.	Central Stickney School District #110 (IL)
Arlington Community Schools (TN)	Bethany Public Schools (OK)	Buffalo Public Schools (OK)	Central USD #462 (KS)
Arlington County (VA)	Bethlehem Area School District (PA)	Burlington Public School (OK)	Central Valley School District #356 (WA)
Arlington Public Schools (VA)	Bible Baptist Church (OK)	Bushnell-Praine City School District #170 (IL)	Chadwick School District (MO)
Arthur Community Unit School District #305 (IL)	Big Pasture Public Schools (OK)	Butonwillow Recreation Department (CA)	Challis Joint School District #181 (ID)
Ascension Lutheran Church (MO)	Big Spring School District (PA)	Cal Poly State University (CA)	Champaign County (IL)
Ashley Community Consolidated School District #1 (VA)	Bixby Public Schools (OK)	California State University - San Bernardino	CHARHO Regional School District (RI)
Augusta County Schools (VA)	Bloomsburg Area School District (PA)	Calumet Memorial Park District (IL)	Charles County (MD)
Augusta County Service Authority (VA)	Blount County (TN)	Calumet Public School (OK)	Charles County Public Schools (MD)
Aurora R-8 School District (MO)	Blue Valley USD #229 (KS)	Calvary Baptist Church (LA)	Charleston R-1 School District (MO)
Ava R-1 School District (MO)	Board of Police Commissioner, Kansas City Missour	Calvert County Public Schools (MD)	Charters Valley School District (PA)
AVID Center (CA)		Camas School District #117 (WA)	Chaves County (NM)

## BuyBoard Membership - National Purchasing Cooperative

Cheney USD #268 (KS)	City of Brentwood (MO)	City of El Reno (OK)	City of Kansas City (MO)
Cheyenne Public Schools (OK)	City of Brooklyn (OH)	City of Ellisville (MO)	City of Kingsport (TN)
Chicago Botanic Garden (IL)	City of Byrnes Mill (MO)	City of Enid (OK)	City of La Habra (CA)
Chichester School District (PA)	City of Callao (MO)	City of Enterprise (AL)	City of Lake Elsinore (CA)
Chickasha Public Schools (OK)	City of Cameron (MO)	City of Enterprise (UT)	City of Lake Saint Louis (MO)
Chillicothe R-II School District (MO)	City of Cape Girardeau (MO)	City of Escondido (CA)	City of Lakewood (CA)
Cicero School District #99 (IL)	City of Carlsbad (NM)	City of Eufaula (OK)	City of Lansing (MI)
Cimarron County (OK)	City of Carson City (NV)	City of Fairfield (OH)	City of Las Cruces (NM)
Citrus Community College District (CA)	City of Cathedral City (CA)	City of Farmington (NM)	City of Lawton (OK)
City of Ada (OK)	City of Ceres (CA)	City of Festus (MO)	City of Lewisburg (TN)
City of Alamogordo (NM)	City of Charlotte (NC)	City of Flagstaff (AZ)	City of Liberty (MO)
City of Albany (OR)	City of Charlottesville (VA)	City of Flandreau (SD)	City of Licking (MO)
City of Albuquerque (NM)	City of Chattanooga (TN)	City of Foley (AL)	City of Long Branch (NJ)
City of Alcoa (TN)	City of Chesapeake (VA)	City of Franklin (TN)	City of Longview (WA)
City of Alexandria (VA)	City of Chesapeake Village Police Department (OH)	City of Fremont (CA)	City of Lynn Haven (FL)
City of Allentown (PA)	City of Chickasha (OK)	City of Fresno (CA)	City of Madera (CA)
City of Altus (OK)	City of Chico (CA)	City of Fulton (MO)	City of Madison (WI)
City of Alva (OK)	City of Clarence (MO)	City of Gainesville (Gainesville Regional Utilities) (FL)	City of Manchester (MO)
City of Ardmore (OK)	City of Clearwater (FL)	City of Gallup (NM)	City of Manteca (CA)
City of Arlington (WA)	City of Clever (MO)	City of Germantown (TN)	City of Marceline (MO)
City of Arnold (MO)	City of Clinton (TN)	City of Graysville (AL)	City of Marionville (MO)
City of Aurora (CO)	City of Coldwater (MI)	City of Greeley (CO)	City of Memphis (MO)
City of Aurora (MO)	City of Columbia (MO)	City of Greensboro (NC)	City of Mexico (MO)
City of Aztec (NM)	City of Conover (NC)	City of Greenville (SC)	City of Midland (MI)
City of Bartlett (TN)	City of Coral Springs (FL)	City of Guntersville (AL)	City of Miner (MO)
City of Battlefield (MO)	City of Costa Mesa (CA)	City of Hartford (CT)	City of Miramar (FL)
City of Bay City (MI)	City of Council Bluffs (IA)	City of Hazelwood (MO)	City of Moberly (MO)
City of Beien (NM)	City of Crystal City (MO)	City of Henderson (NV)	City of Monroe (NC)
City of Belle (MO)	City of Cuba (MO)	City of Herculaneum (MO)	City of Montebello (CA)
City of Bellefonte (IL)	City of Cushing (OK)	City of Higginsville (MO)	City of Monterey (CA)
City of Beloit Public Works (WI)	City of Dardenne Prairie (MO)	City of Hobbs (NM)	City of Moore (OK)
City of Benton (AR)	City of Davis (OK)	City of Hollister (CA)	City of Moreno Valley (CA)
City of Bentonville (AR)	City of Deepwater (MO)	City of Holts Summit (MO)	City of Morrison (IL)
City of Bethany (MO)	City of Deltona (FL)	City of Hooker (OK)	City of Moulton (AL)
City of Black Jack (MO)	City of Des Plaines (IL)	City of Independence (MO)	City of Mt. Washington (KY)
City of Bloomfield (MO)	City of Duncan (OK)	City of Ingleswood (CA)	City of Murfreesboro (TN)
City of Bloomfield (NM)	City of Durant (OK)	City of Irvine (CA)	City of Murrieta (CA)
City of Boise (ID)	City of Durham (NC)	City of Jackson (MO)	City of Naples (FL)
City of Boonville (MO)	City of Easton (PA)	City of Jal (NM)	City of New Bedford (NM)
City of Bowling (MO)	City of El Dorado (AR)	City of Jonesburg (MO)	City of New Hampton (MO)

## BuyBoard Membership - National Purchasing Cooperative

City of Noble (OK)	City of Sacramento (CA)	City of Wright City (MO)	Crestview Local School District (OH)
City of Norman (OK)	City of Salisbury (MD)	City of Yakima (WA)	Crete-Monee School District 201U
City of North Kansas City (MO)	City of Sammamish (WA)	Clark County R-1 School District (MO)	Crystal City School District (MO)
City of O'Fallon (IL)	City of San Diego (CA)	Clarksburg C-II (MO)	Cumberland County (PA)
City of O'Fallon (MO)	City of San Dimas (CA)	Clay County (MO)	Curry County (NM)
City of Ojai (CA)	City of San Marcos (CA)	Clay County Board of Education (KY)	Cushing Municipal Authority (OK)
City of Oklahoma City (OK)	City of Santa Fe (NM)	Cleveland Metropolitan School District (OH)	Custer County (OK)
City of Okmulgee (OK)	City of Sapulpa (OK)	Clever R-V School District (MO)	Custer School District #16-1 (SD)
City of Orlando (FL)	City of Scott City (MO)	Clinton County R-III School District (MO)	Dale Public Schools (OK)
City of Osage Beach (MO)	City of Seattle (WA)	Clinton Public Schools (OK)	Dallastown Area School District (PA)
City of Palmdale (CA)	City of Sedalia (MO)	Clover Park School District #400 (WA)	Dane County (WI)
City of Palmetto (FL)	City of Soldotna (AK)	Clovis Community College (NM)	Delaware Valley School District (PA)
City of Palmyra (MO)	City of South St. Paul (MN)	Clovis Housing & Redevelopment (NM)	Delta Charter School (LA)
City of Panama City (FL)	City of Springdale (AR)	Coatesville Area School District (PA)	Dent-Pheips R-3 Schools (MO)
City of Parsons (KS)	City of St. Charles (MO)	Cole Camp R-1 School District (MO)	DePauw University (IN)
City of Pauls Valley (OK)	City of St. Charles School District (MO)	Collierville Schools Board of Education (TN)	Derry Township School District (PA)
City of Peekskill (NY)	City of St. Clair (MO)	Collinsville Area Recreation District (IL)	Destiny Christian School, Inc. (OK)
City of Pensacola (FL)	City of St. Marys (OH)	Colman-Egan School District (SD)	Deuel School District #19-4 (SD)
City of Perkins (OK)	City of Star (ID)	Colorado State University (CO)	Dewey Public Schools (OK)
City of Perry (MO)	City of Ste. Genevieve (MO)	Columbia Basin College (WA)	Dickson County Board of Education (TN)
City of Perysburg (OH)	City of Stockton (CA)	Columbia County School District (FL)	District of Columbia - Dept. of Public Works (DC)
City of Perryville (MO)	City of Summit (NJ)	Columbia Public School District (MO)	District of Columbia Public Schools (DC)
City of Placentia (CA)	City of Sunland Park (NM)	Commerce Public Schools (OK)	Dona Ana County (NM)
City of Pleasant Hill (MO)	City of Tamarac (FL)	Community Christian Academy, Inc. (LA)	Dougherty County School System (GA)
City of Pleasant Valley (MO)	City of Tenino (WA)	Community College of Spokane (WA)	Douglas County (NE)
City of Pleasanton (CA)	City of Thornton (CO)	Community Consolidated School District #21 (IL)	Douglas County (OR)
City of Port Townsend (WA)	City of Troy (MO)	Community R-VI School District (MO)	Douglas School District #51-1 (SD)
City of Portales (NM)	City of Tuscaloosa (AL)	Conemaugh Township Area School District (PA)	DuBois Area School District (PA)
City of Porterville (CA)	City of Tuttle (OK)	Congerville-Eureka-Goodfield CUSD #140 (IL)	Duncan Public Schools (OK)
City of Portland (OR)	City of Vancouver (WA)	Connecticut River Transit, Inc. (VT)	Dunklin R-V School District (MO)
City of Raymore (MO)	City of Vinita Park (MO)	Consolidated School District #158 (IL)	Durant Public Schools (OK)
City of Redmond (WA)	City of Vinton (IA)	Conway Public School District #1 (AR)	Dyer County Board of Education (TN)
City of Reno (NV)	City of Washington Parks & Recreation Department	Copan Public Schools (OK)	East Alton-Wood River Community High School Dis
City of Richland (WA)	City of West Bend (WI)	Cordova Recreation and Park District (CA)	East Buchanan C-1 Schools (MO)
City of Richmond Heights (MO)	City of West Plains (MO)	Cornell School District (PA)	East Carolina University (NC)
City of Rio Rancho (NM)	City of Wheat Ridge (CO)	Corsica-Stickney School (SD)	East Carter R-2 Schools (MO)
City of Riverside (CA)	City of White House (TN)	Covestry Public Schools (RI)	East Central University (OK)
City of Rochester (MN)	City of Woodbury (MN)	Covina Public Schools (OK)	East Penn School District (PA)
City of Roseau (MN)	City of Woodland (CA)	Craven County Schools (NC)	Eastern New Mexico University (NM)
City of Rosemount (MN)	City of Woonsocket (RI)	Crawford County R-I School District (MO)	Eastern Oklahoma Development District (OK)

## BuyBoard Membership - National Purchasing Cooperative

Eastmont School District #206 (WA)	Fleming Fire Dept #1 (NY)	Governor Mifflin School District (PA)	Henry County Board of Education (TN)
Educational Service District #113 (WA)	Florida Gateway College (FL)	Grace Place for Children and Place (FL)	Heritage Centers (NY)
El Paso County (CO)	Florida State College at Jacksonville (FL)	Grain Valley R-5 School District (MO)	High Point Regional High School Board of Education
El Reno Public Schools (OK)	Fon du Lac Park District (IL)	Granger County Board of Education (TN)	Hilldale Public School (OK)
Eldon R-1 School District (MO)	Forest City Regional School District (PA)	Grand Island Public Schools (NE)	Hillsborough Community College (FL)
Elizabeth Forward School District (PA)	Forest Preserve District of Cook County (IL)	Grant Park School District #6 (IL)	Hinckley-Big Rock CUSD #429
Elizabethton City Schools (TN)	Forsyth R-III Schools (MO)	Grants-Cibola County Schools (NM)	Holiday C-2 School (MO)
Elk River Area School District (MN)	Fort Cobb-Brookton School District (OK)	Great Valley School District (PA)	Hollister R-V School District (MO)
Elkton School District (SD)	Fort Gibson Public Schools (OK)	Greene County (MO)	Homer-Center School District (PA)
Emerald Coast Utilities Authority (FL)	Foster Gloucester Regional School (RI)	Greene County Highway and Solid Waste Department	Hooker Public Schools (OK)
Emlenton Borough (PA)	Foundation Academy Charter School (NJ)	Greentree Solid Waste Authority (NM)	Hoopston Area CUSD #11 (IL)
Enfield Public Schools (CT)	Fox Chapel Area School District (PA)	Greenville City Schools (TN)	Hope Christian Schools, Inc. (NM)
Entiat School District #127 (WA)	Fox Valley Park District (IL)	Greenville R-II School District (MO)	Hot Springs School District #23-2 (SD)
Enumclaw School District (WA)	Francis T. Tuble Technology Center School #21 (OK)	Greenwood School District (PA)	Housing Authority of Hopkinsville (KY)
Episcopal School of Acadiana (LA)	Frankford Township Board of Education (NJ)	Grove City Area School District (PA)	Housing Authority of the City of Key West (FL)
Ene Community Unit School District #1 (IL)	Franklin Area School District (PA)	Gulford Civil Township (IN)	Houston County School System (TN)
Erlanger-Elsmere Board of Education (KY)	Franklin County (MO)	Guthrie Public Schools (OK)	Houston R-I School District (MO)
Escondido Union High School District (CA)	Fredenck County Public Schools (MD)	Guymon Public Schools (OK)	Howard Lake-Waverly-Winstead Public Schools #2
Estancia Valley Solid Waste Authority (NM)	Freedom Area School District (PA)	Haakon School District #27-1 (SD)	Hughes County (OK)
Evergreen Local Schools (OH)	Fremont School District #79 (IL)	Hagerstown Community College (MD)	Hugo Public Schools (OK)
Excelsior Springs 40 School District (MO)	Friend Public Schools (OK)	Halifax Area School District (PA)	Huntingdon Special School District (TN)
Exeter-West Greenwich Regional School District (F. L. Zumwalt School District (MO)		Hamilton County (TN)	Huntsville City Schools (AL)
Fair Grove R-X Schools (MO)	Gadsden Independent School District (NM)	Hamilton County Dept of Education (TN)	Huron Public Library (SD)
Fairfax County Public Schools (VA)	Gardner Edgerton School District USD #231 (KS)	Hamilton R-III School District (MO)	Huron School District #2-2 (SD)
Fairhaven Public Schools (MA)	Garnet Valley School District (PA)	Hamilin School District #28-3 (SD)	Hutsonville CUSD #1 (IL)
Fairview Baptist Church (Durant) (OK)	Garrett County (MD)	Hampshire Township Park District (IL)	Hydro-Early Public Schools (OK)
Families & Youth, Inc. (NM)	Gasconade County R-I School District (MO)	Hannibal School District #60 (MO)	Idabel Public Schools (OK)
Family Resource Center (MO)	Geary Public Schools (OK)	Hanover County (VA)	Idaho School Boards Association
Fannett-Metal School School District (PA)	Gentry Public School District #19 (AR)	Hardeman County Board of Education (TN)	Illinois Central College (IL)
Farmers Electric Coop. Inc. (NM)	Georgetown County (SC)	Hardin County Board of Education (TN)	Independence Charter Middle School (OK)
Farmington R-7 School District (MO)	Georgetown Exempted Village School District (OH)	Hardin-Houston Local School District (OH)	Independence School District (MO)
Fayette County Public Schools (KY)	Georgetown Preparatory School (MD)	Harper County (OK)	Indian Mount Cemetery Association, Inc.
Fayette R-III School District (MO)	Georgetown-Ridge Farm CUSD #4 (IL)	Harrah Public Schools (OK)	Indiana Area School District (PA)
Federal Way Public Schools (WA)	Germanatown Board of Education (TN)	Harrisonville Cass R-IX School District (MO)	Ira Union Cemetery (NY)
Ferndale Area School District (PA)	Gibson City-Melvin-Sibley CUSD #5 (IL)	Hatch Valley Public Schools (NM)	Iroquois School District (PA)
Fire District #3 of the Town of Plattsburgh (NY)	Giles County Schools (TN)	Hawkins County Schools (TN)	Issaquah School District #411 (WA)
First Baptist Church-Bossier City (LA)	Girard Borough (PA)	Hayward Area Recreation and Park District (CA)	J. Sterling Morton High School District #201
First Baptist Church-Durant (OK)	Glenview Park District (IL)	Hempfield School District (PA)	Jackson County (OK)
First Baptist Church-Shreveport	Gordon Bemell Charter School (NM)	Hendricks County (IN)	Jackson County Board of Education (WV)
First Utility District of Knox County (TN)	Gordon County of Board of Education (GA)	Hennessey Public School District #16 (OK)	Jackson County Family Court (MO)

## BuyBoard Membership - National Purchasing Cooperative

Jackson R-2 School District (MO)	Lewiston School District #1 (ID)	Meade School District #46-1 (SD)	Mountain View-Gotebo Schools (OK)
Jackson-Madison County School System (TN)	Lexington Public Schools (OK)	Mechanicsburg Area School District (PA)	Mc Lebanon School District (PA)
Jamestown Community College (NY)	Liberal R-2 School District (MO)	Mendota Township High School District #280 (IL)	Mukileo School District #6 (WA)
Jamestown School Committee (RI)	Ligonier Valley School District (PA)	Meramec Valley R-II School District (MO)	Multnomah County (OR)
Jay Public Schools (OK)	Lincoln County (MO)	Merced Union High School District (CA)	Municipality of Anchorage (AK)
Jefferson C-123 School (MO)	Lincoln Public Schools (NE)	Mercer County School District (IL)	Murfreesboro City Schools (TN)
Jefferson County Department of Health (AL)	Lindbergh School (MO)	Metro Nashville Public Schools (TN)	Murray County (OK)
Johnson County (KS)	Little Axe Public Schools 1-70 (OK)	Metro Wastewater Reclamation District (CO)	Muskingum Watershed Conservancy District (OH)
Johnson County (TN)	Little Rock Municipal Airport Commission (AR)	Metropolitan Community College (NE)	Naches Valley School District (WA)
Johnston City Community Unit School District #1 (IL)	Little Rock School District (AR)	Mexico School District #59 (MO)	Napavine School District (WA)
Johnston Marshall Baptist Association (OK)	Lockwood R-1 School District (MO)	Mid Buchanan County R-V School District (MO)	National School Boards Association
Jordan-Elbridge Central School District (NY)	Locust Grove Schools (OK)	Mid Central Educational Cooperative (SD)	Navajo Preparatory School, Inc. (NM)
Judson County CUSD #1 (IL)	Logan County Board of Education (KY)	Mid-America Technology Center (OK)	Nazareth Area School District (PA)
Juniata Valley School District (PA)	Long Beach Unified School District (CA)	Middletown Area School District (PA)	Nebraska Association of School Boards
Junior College District of Metropolitan Kansas City - Los Lunas Schools (NM)	Loudon County (TN)	Middletown Public Schools (RI)	Neshaminy School District (PA)
Kempnwick School District (WA)	Louisiana Baptist Children Home (LA)	Midway R-I School District (MO)	New Albany-Plain Local Schools (OH)
Kenosha County (WI)	Lower Columbia College (WA)	Midwest City-Del City Schools #52 (OK)	New Fairfield School District (CT)
Kent School District #415 (WA)	Lower Pioneer Valley Educational Collaborative (IL)	Millcreek Township School District (PA)	New Kensington-Arnold School District (PA)
Kimball School District (SD)	Luzerne U #18 (PA)	Millington Municipal Schools (TN)	New Mexico Junior College (NM)
King City R-1 School District (MO)	Macomb Public Schools (OK)	Milwood Public Schools (OK)	New Mexico State University (NM)
King County (WA)	Madison County Schools (MS)	Missouri Municipal League (MO)	New Trier Township High School #203 (IL)
Kings Canyon Unified School District (CA)	Mahopac Central School District (NY)	Missouri School Boards Association	Newark CCSD #66 (IL)
Kipp: Delta Public Schools (AR)	Manchester Public Schools (CT)	Missouri State University (MO)	Newaygo County Road Commission (MI)
Kiryas Joel UFSD (NY)	Mansfield Public Schools (AR)	Missouri Western State University (MO)	Newport Public Schools (RI)
Knoxville Community Unit School District #202 (IL)	Marceline R-V Schools (MO)	Moberly School District (MO)	Newton County School System (GA)
La Merced Del Pueblo De Tajique (NM)	Maries County R-II School (MO)	Mobridge-Pollock School District #62-2 (SD)	Nine Mile Falls School District (WA)
La Mesa-Spring Valley School District (CA)	Marion Community Unit School District #2 (IL)	Montgomery County (NY)	Niskayuna Central School District (NY)
La Promesa Early Learning Center (NM)	Marionville R-9 School District (MO)	Montgomery County Intermediate Unit (PA)	Noble Public Schools (OK)
Ladd CCSD #94 (IL)	Marshall County (OK)	Montgomery County R-II School District (MO)	Nodaway-Holt R-VII School District (MO)
Lake Preston School District (SD)	Marshall Public Schools (MI)	Montgomery Public County Schools (MD)	Norman Public Schools (OK)
Larimer County (CO)	Maryland-National Capital Park and Planning Comm	Moore County Board of Education (TN)	Norristown Area School District (PA)
Las Cruces Public School District (NM)	Maryville R-I School District (MO)	Moore Public Schools (OK)	North Carolina State University (NC)
Lawrence County (AL)	Mason County (WA)	Moosic Borough (PA)	North Central Solid Waste Authority (NM)
Lawson R-XIV School District (MO)	Mayes County (OK)	Moraine Park Technical College (WI)	North Clay CUSD #25 (IL)
Lead-Deadwood School District (SD)	McKinley County (NM)	Morgan County Schools (TN)	North Kansas City School District #74 (MO)
Lebanon Housing Authority (TN)	McLaughlin School District (SD)	Morrisville Auxiliary Corporation (NY)	North Kingstown School Dept. (RI)
Lenape Regional High School District (NJ)	McLoud Schools (OK)	Moshannon Valley School District (PA)	North Lyon County USD #251 (KS)
Leola School District #44-2 (SD)	McMinn County (TN)	Mounds Public Schools (OK)	North Platte R-I School District (MO)
Levittown Public Schools (NY)	McMinn County (TN)	Mountain Grove R-III Schools (MO)	North Shore School District (IL)
Lewis County C-1 School District (MO)	McMinn County (TN)	Mountain View School District (PA)	North Star School District (PA)

## BuyBoard Membership - National Purchasing Cooperative

Northampton Area School District (PA)	Panama Public Schools (OK)	Providence Public School District (RI)	San Bernardino Regional Water Resources Authority
Northampton County (PA)	Paris Special School District (TN)	Puget Sound Educational Service District (WA)	San Juan County (NM)
Northampton Township (Bucks County) (PA)	Park Hills Police Dept (MO)	Putnam City School District (OK)	San Luis Obispo County Public Works Department
Northeast Wisconsin Technical College (WI)	Parkston School District (SD)	Putnam County School District (FL)	Sandwich CUSD #430 (IL)
Northeastern School District (PA)	Parkway School District (MO)	Puyallup School District (WA)	Sanford School (DE)
Northern Rhode Island Collaborative (RI)	Pasco Robles Joint Unified School District (CA)	Quilcene School District (WA)	Santa Cruz County (CA)
Northern Suburban Special Education District (IL)	Pavel Chapel CME (IL)	Radnor Township School District (PA)	Santa Fe Solid Waste Management Agency (NM)
Northern York County School District (PA)	Paw Paw CUSD #271 (IL)	Rails Co. R-II School District (MO)	Santa Rosa County School Board (FL)
Northgate School District (PA)	Pawling Central School District (NY)	Rapid City Area School District #51-4 (SD)	Sapulpa Public Schools (OK)
Northport School District #211 (WA)	Peckham School District (OK)	Raymore-Peculiar School District (MO)	Saucon Valley School District (PA)
Northwest Missouri State University (MO)	Pekin Public Library (IL)	Reclamation District #1001 (CA)	Savannah R-III School District (MO)
Northwestern School District (PA)	Peninsula College (WA)	Red Bluff CUSD #132 (IL)	Savannah-Chatham County Public School System
Norwin School District (PA)	Penncrest School District (PA)	Redfield Public School (SD)	School District of Holmen (WI)
Norwood School District #63 (IL)	Penns Valley Area School District (PA)	Reeds Spring R-IV School District (MO)	School District of Lancaster (PA)
Oak Cliff Fire Protection District (OK)	Perkins-Tryon School (OK)	Renick R-V School (MO)	Schuyler-Industry CUSD #5 (IL)
Oak Ridge Schools (TN)	Perkormen Valley School District (PA)	Renton School District #403 (WA)	Sclatote Public Schools (RI)
Obion County Board of Education (TN)	Perry County School District No. 32 (MO)	Reorganized School District #7 of Jackson County	Scotland County R-1 School District (MO)
O'Fallon Township High School District #203 (IL)	Pettis County R-V School District (MO)	Republic R-III School District (MO)	Scotland School District #04-3 (SD)
Ohio School Boards Association	Pickens County (AL)	Richland County Community Unit School District #1	Scott-Morgan CUSD #2 (IL)
Oil City Area School District (PA)	Piedmont Schools (OK)	Richland School District #400 (WA)	Seattle School District #1 (WA)
Oilton Public Schools (OK)	Pierce City R-VI School District (MO)	Richmond Public Schools (VA)	Sedro-Woolley School District (WA)
Okauchee Public School (OK)	Pierre School District (SD)	Ridgewood Public Schools (NJ)	Selah School District (WA)
Oklahoma County School District #1-89 (OK)	Pioneer Library System (OK)	Riley County Public Works (KS)	Seneca High School (IL)
Oklmulgee Municipal Authority (OK)	Plankinton School District #1-1 (SD)	Robertson County (TN)	Savier County Schools (TN)
Olympia CUSD #16	Plano School District #88 (IL)	Robin Hill School (OK)	Sharpsville Area School District (PA)
Oneida-Wataga Fire Protection District (IL)	Plato R-V School District (MO)	Robinson Community Unit School District #2 (IL)	Shawnee Mission School District (KS)
Onslow County Schools (NC)	Platte County R-3 School District (MO)	Rockwood Area School District (PA)	Shelby County Schools (TN)
Oologah-Talala Public Schools (OK)	Platte-Geddes School District #11-5 (SD)	Rockwood R-6 School District of St. Louis County	Shenango Area School District (PA)
Orange County Government (FL)	Pleasant Valley School District (PA)	Rogersville School District (TN)	Signal Hill School District (IL)
Osceola County (FL)	Pocahontas Mountain School District (PA)	Rondout Valley Central School District (NY)	Silex R-I School District (MO)
Ottawa Township High School #140 (IL)	Pojoaque Valley School District (NM)	Roosevelt County (NM)	Siloam Springs Public Schools (AR)
Owasso Public Schools (OK)	Ponce City Public Schools (OK)	Roseville City School District (CA)	Slatobok Public Schools (OK)
Owego Apalachin Central School District (NY)	Pontotoc County (OK)	Ross Local School District (OH)	Smithton R-VI School District (MO)
Owen J. Roberts School District (PA)	Poplar Bluff R-1 School District (MO)	Rush Hermita School District (NY)	Smyth County Schools (VA)
Ozarks Technical Community College (MO)	Port Huron Area School District (MI)	Rutherford County Board of Education (TN)	Shoemish County Public Transit Benefit Area (dbz)
Pajaro Valley Unified School District (CA)	Portland Public Schools (CT)	Rutherford County Fire Dept (TN)	Solano County (CA)
Palestine Unit #3 Schools (IL)	Portland Public Schools (OR)	Sacramento County (CA)	Somonauk CUSD #432
Palisades School District (PA)	Prairieband Solid Waste Management (MN)	Salina Community High School District #600 (IL)	Sonoma County Junior College District (CA)
Palm Beach State College (FL)	Prince William County (VA)	Salina Public Schools (OK)	Souderton Area School District (PA)
Palmira R-1 School District (MO)	Prince William County School Board (VA)	Salisbury R-IV School District (MO)	South Butler County School District (PA)

## BuyBoard Membership - National Purchasing Cooperative

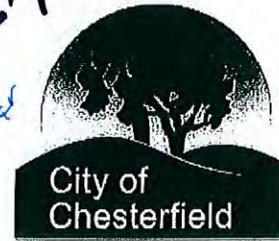
South Callaway R-II Schools District (MO)	Straight Public School (OK)	Town of Byng (OK)	Unicoi County Board of Education (TN)
South Carroll County Special School District (TN)	Streetman Road Baptist Church (OK)	Town of Christiansburg (VA)	Unified School District #259 (KS)
South Central Solid Waste Authority (SCSWA) (NM)	Strother Public School (OK)	Town of Clifton (AZ)	Unified School District #500 - Kansas City (KS)
South Eastern School District (PA)	Stroud Public Schools (OK)	Town of Collins (NY)	Union County (NC)
South Harrison School R-II School District (MO)	Sullivan County Community College (NY)	Town of Davie (FL)	Union Public Schools (OK)
South Park School District (PA)	Summers County Board Of Education (WV)	Town of Edgartown (MA)	University of Central Florida (FL)
South Valley Academy (NM)	Sun N Lake of Sebring Improvement District (FL)	Town of Greenville (TN)	University of Central Missouri (MO)
South Windy School District (WA)	Sunrise Recreation and Park District (CA)	Town of Guiderland (NY)	University of Central Oklahoma (OK)
Southern York County School District (PA)	Susquenita School District (PA)	Town of Hope Mills (NC)	University of Nevada Reno (NV)
Southwest Tennessee Community College (TN)	Sweet Springs R-VII School (MO)	Town of Kenneth City (FL)	University of New Mexico (NM)
Southwestern Electric Cooperative (NM)	Talleguath Public Schools (OK)	Town of Lantana (FL)	University of North Florida (FL)
Southwick-Tolland-Granville Regional School District (MA)	Talbot County Public Schools (MD)	Town of Leesburg (VA)	University of Arizona (AZ)
SOZO Sports of Central Washington (WA)	Tampa Sports Authority (FL)	Town of Mansfield (MA)	University of Oklahoma (OK)
Sparta Board of Education (IL)	Taos County (NM)	Town of New Hartford (NY)	University of South Alabama (AL)
Speartfish School District #40-2 (SD)	Tea Area School District #41-5 (SD)	Town of Parker (AZ)	University of Tennessee (TN)
Sperry Public Schools (OK)	Texas County (OK)	Town of Parker (CO)	USD #413 Chamute Public Schools (KS)
Spokane County (WA)	Thackerville Public Schools (OK)	Town of Port Deposit (MD)	Val Verde Unified School District (CA)
Spokane R-VII School District (MO)	The City and County of Denver, Colorado (CO)	Town of Prescott Valley (AZ)	Valley Grove School District (PA)
Spotsylvania County Public Schools (VA)	The District Board of Trustees of Pensacola State (FL)	Town of Queen Creek (AZ)	Valley Stream UFSD #24 (NY)
Springfield Airport Authority (IL)	The Florida School for the Deaf and the Blind (FL)	Town of Russia (NY)	Van-Far R-I School District (MO)
St. Andrews Episcopal Church (NM)	The Metropolitan District Commission (CT)	Town of Silver City (NM)	Venice CUSD #3 (IL)
St. Anthony Zuni Indian Mission (NM)	The Montrose Area School District (PA)	Town of South Windsor (CT)	Vermillion School District #13-1 (SD)
St. Bonaventure Indian Mission and School (NM)	The Regents of the University of New Mexico (NM)	Town of Trenton (NY)	Village of Bensenville (IL)
St. Clair R-XIII School District (MO)	The Regents of the University of Virginia (VA)	Town of Wake Forest (NC)	Village of East-Atton (IL)
St. James R-1 School District (MO)	The School District of the City of Erie (PA)	Town of Warner (OK)	Village of Hatch (NM)
St. Johns River State College (FL)	The Stony Brook School (NY)	Town of Williamsport (MD)	Village of Herkimer (NY)
St. Joseph CCSD #169 (IL)	Thompson School District (CO)	Tredyffrin/Easttown School District (PA)	Village of Los Lunas (NM)
St. Louis County Municipal League (MO)	Timber Lake School District #20-3 (SD)	Trenton Special School District (TN)	Village of Montour Falls (NY)
St. Marys Area School District (PA)	Tipton Public Schools (OK)	Tri-County Technology Center (OK)	Village of Oak Lawn (IL)
St. Mary's City Schools Board of Education (OH)	Tiverton School Department (RI)	Tripp-Delmont School District #33-5 (SD)	Village of Streamwood Public Works (IL)
St. Mary's College of Maryland (MD)	Todd County School District #66-1 (SD)	Tri-Valley CUSD#3 (IL)	Village of Tupper Lake (NY)
St. Mary's Public Schools (MD)	Tohopekaliga Water Authority (FL)	Troy University (AL)	Village of Union Springs (NY)
St. Tammany Parish Recreation District #11 (LA)	Towanda Area School District (PA)	Tulane University (LA)	Village of Wayland (NY)
St. Vrain Valley School District (CO)	Town of Barnet (VT)	Tulsa Community College (OK)	Visalia Unified School District (CA)
Stanley County School District #57-1 (SD)	Town of Beaver (OK)	Tulsa County (OK)	Wachusett Regional School District (MA)
Ste. Genevieve R-II School District (MO)	Town of Bedford (VA)	Tulsa Public Schools (OK)	Wagoner County (OK)
Stephens County (OK)	Town of Bennington (NY)	Tunkhannock Area School District (PA)	Wagoner Public Schools (OK)
Sterling Community Unit School District #5 (IL)	Town of Bernaillo (NM)	Tuttle Public Schools (OK)	Wallenpauk Area School District (PA)
Stewart County Board of Education (TN)	Town of Blowing Rock (NC)	Tyone Area School District (PA)	Walters Public Schools (OK)
Stewartsville C-2 School District (MO)	Town of Buckeye (AZ)		

# BuyBoard Membership - National Purchasing Cooperative

Warren County (TN)	Woodward County (OK)
Warren County Board of Education (TN)	Worth County R-III School District (MO)
Warren County R-111 School District (MO)	Worthington City Schools (OH)
Warrensville Heights City School District (OH)	Wynona Public Schools (OK)
Warwick Public Schools (RI)	Yakima County (WA)
Washington Community High School District #308 (IA)	Yankton School District #63-3 (SD)
Washington County Public Schools (MD)	Yelm Community Schools District #2 (WA)
Washington School District (PA)	York County (PA)
Washington State University (WA)	Youth Development, Inc. (NM)
Washtoe County School District (NV)	Yukon Chamber of Commerce (OK)
Washtenaw County (MI)	Yukon School District I-27 (OK)
Water District #1 of Johnson County (KS)	Zoe Life Outreach, Inc. (OK)
Watonga Public School (OK)	
Weich Public Schools 18 I-017 (OK)	
Wellsboro Area School District (PA)	
Wentzville R-IV School District (MO)	
West Branch Area School District (PA)	
West Valley School District #363 (WA)	
West Warwick Public Schools (RI)	
West York Area School District (PA)	
Westerly School District (RI)	
Western Wayne School District (PA)	
Westminster Christian Academy (LA)	
Westville Public Schools (OK)	
Wetzel County Board of Education (WV)	
Wheatland Township Road District (IL)	
Wheaton R-III School District (MO)	
Whitebead Public School (OK)	
Wicomico County Board of Education (MD)	
Williamsburg-James City County Public School (VA)	
Williamson County Schools (TN)	
Williamsport Area School District (PA)	
Willow Branch Township (IL)	
Wilmington Housing Authority (NC)	
Winchester CUSD #1 (IL)	
Windham Board of Education (CT)	
Windom Area School District #177	
Woodland Public Schools (OK)	
Woodland School District #404 (WA)	
Wood's County (OK)	

# MEMORANDUM

*\$45,850 / year*  
*\$13,000 after*



To: Michael O Geisel, City Administrator  
CC: Craig White, Finance Director  
From: Matthew Haug, Information Technology Director  
Date: June 21, 2017  
Re: Live Streaming City Council Meetings

*Craig forward to  
Please forward to  
F&A committee for  
review & recommendation  
MH  
6/21/2017*

As requested, I have looked into Live Streaming our council meetings. Additionally as requested, I investigated contracting the filming of our council meetings. Contracting would allow us to get professional recordings of our meetings with an experienced person at a reduced cost. The contract for filming also includes the setup and testing of all recording equipment an hour before each council meeting. Optionally, I requested a cost for filming an introductory video that can be automatically appended to the beginning of each of our live streams and recordings. The introductory video will give each of our recordings a professional look and feel.

The solution I am recommending, provides for a High Quality 720p video feed, titles when speakers are zoomed in, and a full screen view with Picture-in-Picture of the speaker when a presentation is being displayed. The video can be streamed directly (live) to both our Facebook Channel, and our YouTube channel.

If we outsource the labor portion, we will save staff cost. It is my understanding that the zooming and additions of titles for the active speaker will be part of the live stream no matter who is doing the filming, as these functions are done real-time by the recording device. An intro-video can be pre-pended to the start of each recording/feed, giving us a high quality production.

The contracting/renting of the hardware to do the recording, was cautioned against by vendors, other cities, and the filming contractors that I spoke with. In a room like our chambers, having permanently mounted equipment is necessary as it takes up less space, improves the reliability of the equipment, removes the setup time required for

each meeting, and eliminates wires and clutter about the room. Additionally, the cameras and recording equipment are all network devices that must communicate with our internal network components, audio/visual system, network switches, file server, internet connection....etc. It poses a serious security issues to allow hardware that stores this kind of information to leave and return to our building and networks.

If the City elects to provide video recordings, we must be prepared to do so continuously, reliably, and without interruption.

Based on my investigation, and the attached quote, I estimate that hardware, software, installation, programming, and training to cost approximately \$33,000. The monthly cost for a quality subscription service complete with the agenda bookmarking function is \$550/month. Contracting out the filming of the City Council meetings is \$250/meeting.

It is my recommendation that if we proceed with this project, that we:

1. Use a qualified vendor to install and configure the necessary hardware.
  - a. Includes all hardware installation and setup.
    - i. Cameras
    - ii. Encoder
    - iii. Network and Power Cables
  - b. Includes all software and streaming service setup.
  - c. Includes all interface (Crestron) programming to allow for interaction of our existing audio/video system output to the video feed.
  - d. Includes training of all staff members on both the use of and troubleshooting of common equipment malfunctions as a backup.
  - e. **Cost Not to Exceed = \$33,000**

2. Use a quality streaming service provider to stream AND host our videos.
  - a. Service will include bookmarking the Video to match our Agendas.
  - b. Live Streaming to our YouTube and Facebook accounts.
  - c. **Cost not to exceed = \$550/month**

$$12 \times \$550 = \$6,600$$

3. Contract out the recording of our city council meetings.
  - a. Contracting this portion will guarantee that a qualified professional is available to handle the recording and production work.
  - b. **Cost not to exceed = \$250/meeting for up to three hours and \$50 for each additional hour.**

$$\begin{array}{r} \$250 \times 15 \text{ Council} \\ = \$3,750 \\ + 250 \times 10 \text{ RC} \\ = \$2,500 \\ \hline \$6,250 \end{array}$$

$$\begin{array}{r} \$33,000 \\ 6,600 \\ 6,250 \\ \hline \$45,850 \end{array}$$



## RECORD OF PROCEEDING

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

**MAY 2, 2016**

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The meeting was called to order at 7:15 p.m.

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

A roll call was taken with the following results:

PRESENT

ABSENT

Mayor Bob Nation  
Councilmember Barry Flachsbart  
Councilmember Barbara McGuinness  
Councilmember Bridget Nations  
Councilmember Guy Tilman  
Councilmember Dan Hurt  
Councilmember Randy Logan  
Councilmember Tom DeCampi  
Councilmember Bruce DeGroot

APPROVAL OF MINUTES

The minutes of the April 20, 2016 City Council meeting were submitted for approval. Councilmember McGuinness made a motion, seconded by Councilmember Flachsbart, to approve the City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt made a motion, seconded by Councilmember Logan, to suspend the rules and address Bill No. 3090 under the “Legislation” portion of the agenda. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

**BILL NO. 3090      AUTHORIZES AND DIRECTS THE IMPROVEMENTS TO BE MADE WITHIN THE BROADMOOR CONDOMINIUMS NEIGHBORHOOD IMPROVEMENT DISTRICT, AUTHORIZING THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, TO OBTAIN FINANCING THEREFOR, AND OTHER ACTIONS IN CONNECTION THEREWITH (FIRST AND SECOND READINGS)**

Councilmember Hurt made a motion, seconded by Councilmember Logan, for the first reading of Bill No. 3090. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3090 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Logan, for the second reading of Bill No. 3090. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3090 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3090 with the following results: Ayes – Hurt, Logan, DeCampi, Flachsbart, Tilman, DeGroot, McGuinness and Nations. Nays – None. Whereupon Mayor Nation declared Bill No. 3090 approved, passed it and it became **ORDINANCE NO. 2890**.

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, to return to the regular sequence of the agenda. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

### **INTRODUCTORY REMARKS**

Mayor Nation announced that the next meeting of City Council has been scheduled for Monday, May 16, at 7 p.m.

### **COMMUNICATIONS AND PETITIONS**

Ms. Patty Vietmeier, 186 Kendall Bluff Court, thanked City Council for their consideration of initiating a full candidate search for the City Administrator position. She also asked how the compensation level would be determined. Mayor Nation responded that Council has a compensation level in mind and that range would be negotiated at the appropriate time. Councilmember Flachsbart indicated that the City had collected compensation comparisons from surrounding communities.

Mr. Steve Stetz, 16009 Aston Court, reminded Council of their fiduciary responsibility and encouraged them to initiate a full candidate search for the City Administrator position.

Mr. Mike Evans, 14609 Kendall Ridge Drive, encouraged Council to initiate a comprehensive professional search for the City Administrator position. He also requested that any internal candidates not be personally involved in organizing or initiating the search process.

Mr. R.B. Clark III, 736 Fairfield Lake Drive, Town & Country, encouraged Council to initiate a thorough professional search for the City Administrator position.

Mr. Philip Folsom, 1747 Baxter Forest Valley Court, expressed his support of Mike Geisel for appointment as City Administrator.

Mr. Craig Borchelt, 15477 Long Castle Forest Court, encouraged Council to resist the urge to rush into appointing a new City Administrator and initiate a thorough professional search for this position.

Mr. Pat Flynn, 1053 Appalachian Trail, encouraged Council to remember to keep the citizens involved in the decisions of the City.

Ms. Wendy Geckeler, 26 Chesterfield Lakes Road, expressed her support of Mike Geisel for appointment as City Administrator. She voiced concern over spending the time and money for a search process when there is a capable candidate here ready to begin immediately.

Former Councilmember Mary Brown, 62 Chesterfield Lakes Road, expressed her support of Mike Geisel for appointment as City Administrator. She noted that there have been multiple letters of support sent in for Mr. Geisel from people who were unable to attend tonight's meeting, and she hoped that Council would read them carefully.

Former Mayor Bruce Geiger, 14787 Greenloch Court, expressed his support of Mike Geisel for appointment as City Administrator. He gave several examples of Mr. Geisel's accomplishments for the City and voiced his concern over spending the time and money for a search.

Mr. Don Guenther, 14853 Grantley Drive, encouraged Council to initiate a professional search for the City Administrator position.

Mr. Michael Watson, 1505 Walpole Drive, stated that he does not disagree with the idea of a professional search, but he expressed his support of Mike Geisel for the City Administrator position.

## **APPOINTMENTS**

There were no appointments.

## **COUNCIL COMMITTEE REPORTS**

### **Finance and Administration Committee**

Councilmember Bruce DeGroot, Chairperson of the Finance and Administration Committee, deferred to Councilmember Flachsbart who was the prior Chair of this committee. Councilmember Flachsbart made a motion, seconded by Councilmember DeGroot, to hold Bill No's 3076, 3077 and 3078 (Amends Previously-Adopted Ordinances re: City Attorney, Prosecuting Attorney and Municipal Judge) until the June 6 City Council meeting in order to allow for the Prosecuting Attorney, City Judge and Interim City Attorney time to review and confer. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Flachsbart reported that the next eight bills listed (Bill No's. 3082 through 3089) reflect attempts to clarify some items that were incorrectly changed during the codification process which took place in 1990. He stated that there may be amendments to these bills after the first reading.

Councilmember Flachsbart reported that Bill No. 3082 (Mayors Duties when City is without a City Administrator) will be read for the first time under the "Legislation" portion of the agenda.

Councilmember Flachsbart reported that Bill No. 3083 (Duties and Authority of the City Administrator) will be read for the first time under the "Legislation" portion of the agenda.

Councilmember Flachsbart reported that Bill No. 3084 (Changes who is required to be notified for liability claims) will be read for the first time under the "Legislation" portion of the agenda.

Councilmember Flachsbart reported that Bill No. 3085 (Execution of contractual and legal documents approved by City Council) will be read for the first time under the "Legislation" portion of the agenda.

Councilmember Flachsbart reported that Bill No. 3086 (Scheduling of City Council Meetings) will be read for the first time under the "Legislation" portion of the agenda.

Councilmember Flachsbart reported that Bill No. 3087 (Amends the rules of procedure related to roll call votes) will be read for the first time under the "Legislation" portion of the agenda.

Councilmember Flachsbart reported that Bill No. 3088 (Pertains to the appointment of the City Administrator during temporary absences) will be read for the first time under the "Legislation" portion of the agenda.

Councilmember Flachsbart reported that Bill No. 3089 (Pertains to the appointment of the City Clerk) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Flachsbart reported that Bill No. 3090 (Authorizes and directs the improvements within the Broadmoor Condominiums Neighborhood Improvement District) was addressed earlier in the meeting.

### **Planning/Public Works Committee**

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Flachsbart, to hold Bill No. 3075 (P.Z. 13-2015, Chesterfield Valley Square [Burgundy Arrow, LLC]) until the May 16 City Council meeting, at the request of the petitioner. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt reported that Bill No. 3079 (Restricts Parking on River Valley Dr.) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Hurt announced that the next meeting of this Committee has been scheduled for Thursday, May 5, at 5:30 p.m.

### **REPORT FROM THE CITY ADMINISTRATOR**

Acting City Administrator Mike Geisel reported that Twin Peaks, located at 963 Chesterfield Center (formerly Romano’s Macaroni Grill), has requested a new liquor license, to sell all kinds of liquor by the drink and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Planning/Public Services Division and Police Department. Councilmember Logan made a motion, seconded by Councilmember DeGroot, to approve issuance of a new liquor license to Twin Peaks. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Geisel reported that Staff had received bids for a contract for the construction of the River Valley Drive Road Closure. This recommendation was originally on the March 21 agenda, but was held due to concerns regarding the ability of the River Bend Trustees to convey the property rights associated with this project. Mr. Geisel recommended that this item continue to be held until the May 16 Council meeting, in anticipation of obtaining title insurance. Councilmember Flachsbart made a motion, seconded by Councilmember McGuinness, to hold this item until May 16. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

### **OLD BUSINESS**

Councilmember McGuinness made a motion, seconded by Councilmember DeCampi, for consideration of initiating search process for City Administrator. Councilmember Hurt

asked for clarification of the intent of this motion. Councilmember McGuinness responded that her motion was per the specific wording provided on the agenda. Discussion ensued in an effort to define the actions associated with the motion.

Councilmember Logan made a motion, seconded by Councilmember Flachsbart, to amend Councilmember McGuinness' motion to specifically include the consideration of reviewing proposals which provide for a readiness assessment and consideration of initiating a readiness assessment or a full search process. Councilmember Logan also called for a Special Meeting of Council for Monday, May 9 at approximately 7:30 p.m., at which time Mr. James Mello, Management Analyst, would present a brief assessment of his findings summarizing several search firms that provide the most thorough, competitive and expeditious process. The firms presented should include ones that provide a readiness assessment component. The readiness assessment would determine whether or not an internal candidate was highly competitive with the national labor pool for similar searches, and if not, Council could elect to progress to the full national search phase. Councilmember Logan explained that the work product created in the readiness assessment would be necessary and used if Council elected to proceed with a full scale national search. A voice vote was taken on the amendment to the original motion with a unanimous affirmative result and the motion to amend was declared passed.

A voice vote was taken on the original motion for consideration of initiating search process for City Administrator, as amended, with a unanimous affirmative result and the motion was declared passed.

Councilmember Flachsbart made a motion, seconded by Councilmember Nations, to suspend the rules and address Bill No. 3091 under the "New Business" portion of the agenda. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

**BILL NO. 3091      AUTHORIZES THE MAYOR TO ENTER INTO AND EXECUTE  
A CONTRACT WITH MICHAEL GEISEL AND RAY JOHNSON  
AS INTERIM CO-CITY ADMINISTRATORS (CITY  
ATTORNEY RECOMMENDS SUSPENDING THE RULES  
FOR FIRST AND SECOND READINGS)**

Councilmember Flachsbart made a motion, seconded by Councilmember DeGroot, for the first reading of Bill No. 3091. Councilmember Flachsbart explained that this is an appointment by the Council, with the Mayor's concurrence. The duration of this interim contract is for a period of 120 days. It is intended to allow time for a search process and puts everything in compliance with state statute. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3091 was read for the first time.

Councilmember Flachsbart made a motion, seconded by Councilmember McGuinness, for the second reading of Bill No. 3091. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3091 was read for the

second time. A roll call vote was taken for the passage and approval of Bill No. 3091 with the following results: Ayes – Flachsbart, Tilman, DeGroot, Nations, DeCampi, McGuinness, Hurt and Logan. Nays – None. Whereupon Mayor Nation declared Bill No. 3091 approved, passed it and it became **ORDINANCE NO. 2891**.

Councilmember Flachsbart made a motion, seconded by Councilmember Logan, to remove Item B (Appointment of City Administrator) under “Old Business” from the agenda. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

### **NEW BUSINESS**

Bill No. 3091 (Employment Contract for Co-City Administrators Pro-Tem) was addressed under the “Old Business” portion of the agenda.

### **LEGISLATION**

**BILL NO. 3079      AMENDS SCHEDULE IX PARKING RESTRICTIONS OF SECTION 300 OF THE CITY OF CHESTERFIELD CODE OF ORDINANCES BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON RIVER VALLEY DRIVE (FIRST READING)**

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3079. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3079 was read for the first time.

Councilmember McGuinness made a motion, seconded by Councilmember DeCampi, to postpone the first reading of Bill No’s. 3082 through 3089 until the May 16 Council meeting. A voice vote was taken with a negative result (Councilmembers Flachsbart, Nations, Tilman, Hurt, Logan and DeGroot voted “No”) and the motion was declared failed.

**BILL NO. 3082      AMENDS ORDINANCE 7 PERTAINING TO THE MAYOR’S OBLIGATION TO PERFORM THE CITY ADMINISTRATOR’S DUTIES (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Flachsbart made a motion, seconded by Councilmember DeGroot, for the first reading of Bill No. 3082. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3082 was read for the first time.

BILL NO. 3083      AMENDS ORDINANCE 8 AND SECTIONS 2-74, 2-80 OF THE CITY CODE PERTAINING TO THE CITY ADMINISTRATOR'S DUTIES AND AUTHORITY **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Flachsbart made a motion, seconded by Councilmember DeGroot, for the first reading of Bill No. 3083. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3083 was read for the first time.

BILL NO. 3084      AMENDS ORDINANCE 505 AND SECTION 2-5 OF THE CITY CODE PERTAINING TO NOTICE OF LIABILITY CLAIMS **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Flachsbart made a motion, seconded by Councilmember DeGroot, for the first reading of Bill No. 3084. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3084 was read for the first time.

BILL NO. 3085      AMENDS ORDINANCE 11 AND SECTION 2-29 OF THE CITY CODE PERTAINING TO DUTIES AND POWERS OF THE MAYOR AND CITY COUNCIL **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Flachsbart made a motion, seconded by Councilmember DeGroot, for the first reading of Bill No. 3085. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3085 was read for the first time.

BILL NO. 3086      AMENDS ORDINANCE 12, ORDINANCE 528 AND SECTION 2-47 OF THE CITY CODE PERTAINING TO SCHEDULING OF REGULAR MEETINGS OF CITY COUNCIL **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Flachsbart made a motion, seconded by Councilmember DeGroot, for the first reading of Bill No. 3086. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3086 was read for the first time.

BILL NO. 3087      AMENDS ORDINANCE 12 AND SECTION 2-50 OF THE CITY CODE PERTAINING TO RULES OF PROCEDURE FOR THE MAYOR AND CITY COUNCIL **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Flachsbart made a motion, seconded by Councilmember DeGroot, for the first reading of Bill No. 3087. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3087 was read for the first time.

**BILL NO. 3088      AMENDS ORDINANCE 8 AND SECTION 2-82 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY ADMINISTRATOR DURING TEMPORARY ABSENCES (FIRST READING)**

Councilmember Flachsbart made a motion, seconded by Councilmember DeGroot, for the first reading of Bill No. 3088. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3088 was read for the first time.

**BILL NO. 3089      AMENDS SECTION 2-91 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY CLERK (FIRST READING)**

Councilmember Flachsbart made a motion, seconded by Councilmember DeGroot, for the first reading of Bill No. 3089. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3089 was read for the first time.

Bill No. 3090 (Authorizes and directs the improvements within the Broadmoor Condominiums Neighborhood Improvement District) was addressed earlier in the meeting.

Bill No. 3091 (Employment Contract for Co-City Administrators Pro-Tem) was addressed under the "Old Business" portion of the agenda.

### **ADJOURNMENT**

There being no further business to discuss, Mayor Nation adjourned the meeting at 9:09 p.m.

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Mayor Bob Nation

ATTEST:

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Vickie J. Hass, City Clerk

**PARKS RECREATION AND ARTS COMMITTEE**

**As always, if you have any questions or require additional information, please contact Tom McCarthy or me prior to Monday's meeting.**

## **PUBLIC HEALTH AND SAFETY COMMITTEE**

The next meeting of the Public Health and Safety Committee has not yet been scheduled.

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

## **CITY ADMINISTRATOR'S REPORT**

### **Bid Recommendation – Schoettler Road Bridge Construction Project.**

The Department of Public Works sought bids for the construction of the Schoettler Road Bridge Replacement project which is primarily funded by a Federal Grant. I join with Director of Public Works\City Engineer Jim Eckrich in recommending acceptance of the low bid as submitted by Gershenson Construction Company Incorporated and to authorize a contract in an amount not to exceed \$1,510,000. This project is grant funded with a reimbursement of up to \$1,208,000 expected through the BRM Project. Funding for this project (up to \$1,800,000) was included in the 2018 budget.

### **Bill No. 3162 – Annual Conflict of Interest Policy**

As the City does annually, we have prepared an ordinance for Council's consideration to re-adopt the conflict of interest procedures. The proposed bill is provided in the Legislative portion of the meeting packet.

### **Consent Agreement - Summit**

City Attorney Chris Graville has worked with Summit's council and has amended the consent agreement to a form which he believes to be acceptable to the City. The consent agreement acknowledges that Summit (the developer" is assigning the consideration provided within the Redevelopment Agreement to its lender and that the City will accept performance by the Lender under same terms and conditions as required of the Developer. The consent agreement terminates upon full satisfaction of the debt to the lender.

As you are aware, City Council recently approved a rezoning of a portion of the property owned by "Summit", formerly the Hardees Ice Sports facility to provide for the anticipated construction of a "Top Golf" facility. Summit will be placing a loan on a portion of the retained property and plans to pledge Notes from the North Outer 40 Transportation Development District it will have for the project as collateral for the loan. Parkside Bank, Summit's lender, has asked for a consent from the City to the pledge of the TDD Notes and the rights of Summit under the Development Agreement.

**If you have any questions, please contact Mr. Eckrich or me prior to Monday's meeting.**

**DATE:** July 7, 2017

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

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

**RE:** Schoettler Road Bridge Replacement



As you know, the Department of Public Works has been working for some time to replace the structurally deficient Schoettler Road Bridge. The City of Chesterfield received a BRM grant to replace the bridge in 2013, after which an On System Bridge Program Agreement between the City of Chesterfield and the Missouri Highways and Transportation Committee was approved by City Council. Design commenced in late 2014 with City Council approval of an Agreement for design services with Burns and McDonnell. Right of way acquisition was completed in 2016. MODOT granted authority to advertise for bids for the project in May of 2017.

The Department of Public Works publicly opened bids for the Schoettler Road Bridge Replacement Project on July 6, 2017. The results of the bid opening are detailed in the attached memorandum from Civil Engineer Todd Ohmes. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Gershenson Construction Company Incorporated, in the amount of \$1,510,000. This figure includes the bid amount (\$1,372,220) and a ten percent contingency to account for any change orders which may become necessary during the project. Gershenson Construction Company has successfully performed street replacement work in the City of Chesterfield in the past and is positively recommended by City Staff.

In addition to the expenditure recommended above, construction engineering services will be required as part of this project. When City Council approved the design contract for this project with Burns and McDonnell in 2014, it also approved construction engineering services in an amount not to exceed \$108,700. Accordingly, the total construction cost for this project will not exceed \$1,618,700. This is well within the \$1,800,000 budgeted for this project in account 120-079-5490. The BRM grant will reimburse up to eighty percent of the total project costs, including construction engineering, resulting in a net construction cost of up to \$323,740.

It is estimated that construction on this project will commence this fall, and that it will take approximately 14 months to complete construction of the new bridge. Construction operations will be phased in such a manner that Schoettler Road is expected to remain open to two way traffic throughout the duration of the project. Should you have questions or require additional information on this project, please let me know.

Concurrence:

  
Craig White, Finance Director

### **Action Recommended**

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with Gershenson Construction Company in an amount not to exceed \$1,510,000, with eighty percent of these costs, or \$1,208,000, to be reimbursed through the BRM grant. Please be advised that the Agreement cannot be formally approved until the City receives bid concurrence from the Missouri Department of Transportation, which is expected later this month.



# Memorandum

## Department of Public Services

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

**FROM: Todd Ohmes, PE – Civil Engineer** <sup>HAO</sup>

**DATE: July 6, 2017**

**RE: Schoettler Road Bridge**  
**2013-PW-18, BRM-5410(623)**

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In October of 2013 City Council authorized execution of an On-System Bridge Program Agreement with the Missouri Highways and Transportation Committee for the replacement of the Schoettler Road Bridge over Creve Coeur Creek (Ord. 2765). In accordance with the BRM Agreement, the federal share of this project is not to exceed \$1,602,480.00

Preliminary design plans were completed by the City's design consultant for this project, Burns & McDonnell, and approved by MoDOT in November of 2015. Acquisition Authority was granted by MoDOT in April of 2016, which was followed by acquisition of Permanent Drainage Easements, Temporary Construction Easements, and Right of Way from ten parcels. MoDOT issued Right of Way Clearance, and in May gave the City authority to advertise for construction.

Bids for the project were solicited in June 2017 and were opened on July 6<sup>th</sup>, 2017 at 10:00am. There were seven bidders on the project; Gershenson Construction, Pavement Solutions, Kozeny Wagner, R.V. Wagner, Concrete Strategies, Millstone Weber, and KCI Construction. The bid tabulation for the project is attached. Gershenson Construction is the lowest, responsive and responsible bidder with a total bid of \$1,372,220.00 (copy of bid attached).

**I recommend requesting authorization to accept the low bid as submitted by Gershenson Construction and award a contract in the amount of \$1,372,220.00, with a total funding authorization from the Capital Projects Fund not to exceed \$1,510,000.00. This amount includes a modest allowance for contingency funding to account for any unforeseen conditions and/or additional work.**

Please let me know if you have any questions, or need additional information. Prior to signing the contract documents, we will also need concurrence from MoDOT.

Attachments:      Schoettler Road Bridge Bid Tabulation  
                         Gershenson Construction Bid

cc: File – 2013-PW-18



**Bid Tabulation**  
**Schoettler Road Bridge**  
**2013-PW-18, BRM-5410(623)**  
**July 6, 2017**

ITEM #	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE		GERSHENSON		MILLSTONE WEBER		KOZENY-WAGNER		KCI		CONCRETE STRATEGIES		RV WAGNER		PAVEMENT SOLUTIONS	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
<b>ROADWAY ITEMS</b>																			
201-20.10	CLEARING AND GRUBBING	LS	1	\$10,300.00	\$10,300.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$2,500.00	\$2,500.00	\$10,280.00	\$10,280.00	\$2,400.56	\$2,400.56	\$2,650.00	\$2,650.00	\$5,526.00	\$5,526.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$8,240.00	\$8,240.00	\$40,000.00	\$40,000.00	\$24,900.00	\$24,900.00	\$24,800.00	\$24,800.00	\$62,600.00	\$62,600.00	\$40,454.44	\$40,454.44	\$26,000.00	\$26,000.00	\$54,357.00	\$54,357.00
203-10.00	CLASS "A" EXCAVATION	CY	2,932	\$11.33	\$33,219.56	\$17.00	\$49,844.00	\$25.00	\$73,300.00	\$4.45	\$13,047.40	\$16.00	\$46,912.00	\$4.27	\$12,519.64	\$4.75	\$13,927.00	\$27.33	\$80,131.56
203-10.30	LAND DISTURBANCE PERMIT	LS	1	\$515.00	\$515.00	\$1,500.00	\$1,500.00	\$100.00	\$100.00	\$100.00	\$100.00	\$500.00	\$500.00	\$12,732.03	\$12,732.03	\$1,100.00	\$1,100.00	\$550.00	\$550.00
203-60.00	COMPACTING EMBANKMENT	CY	1,609	\$8.24	\$12,434.16	\$8.00	\$12,072.00	\$3.00	\$4,527.00	\$20.00	\$30,180.00	\$6.80	\$10,261.20	\$19.12	\$28,852.08	\$21.00	\$31,689.00	\$16.43	\$24,792.87
304-05.04	TYPE 5 AGGREGATE BASE (4 IN. THICK)	SY	4,871	\$6.70	\$32,611.35	\$5.75	\$28,008.25	\$9.00	\$43,839.00	\$5.30	\$25,816.30	\$7.00	\$34,097.00	\$4.41	\$21,481.11	\$10.00	\$48,710.00	\$5.50	\$26,790.50
405-30.10	TYPE "C" BITUMINOUS CONCRETE (PAVEMENT)	TON	360	\$118.45	\$42,642.00	\$100.00	\$36,000.00	\$78.00	\$28,080.00	\$101.40	\$36,504.00	\$90.50	\$32,580.00	\$96.02	\$34,567.20	\$91.00	\$32,760.00	\$77.47	\$27,889.20
405-30.30	TYPE "X" BITUMINOUS CONCRETE (BASE)	TON	2,494	\$87.55	\$218,349.70	\$66.50	\$165,851.00	\$70.00	\$174,580.00	\$79.00	\$197,026.00	\$74.00	\$184,556.00	\$80.13	\$199,844.22	\$81.65	\$203,635.10	\$68.66	\$171,238.04
407-10.27	TACK EMULSIFIED ASPHALT (SS-1H)	GAL	299	\$5.15	\$1,539.85	\$1.00	\$299.00	\$4.40	\$1,315.60	\$6.60	\$1,973.40	\$4.80	\$1,435.20	\$5.09	\$1,521.91	\$5.00	\$1,495.00	\$4.40	\$1,315.60
408-10.15	PRIME LIQUID ASPHALT (MC30)	GAL	1,049	\$6.08	\$6,374.72	\$1.00	\$1,049.00	\$6.65	\$6,975.85	\$8.60	\$9,021.40	\$2.10	\$2,202.90	\$2.23	\$2,339.27	\$7.75	\$8,129.75	\$6.65	\$6,975.85
604-10.20	CONCRETE APPROACH PAVEMENT	SY	243	\$82.40	\$20,056.16	\$94.00	\$22,879.60	\$110.00	\$26,774.00	\$90.00	\$21,906.00	\$118.00	\$28,721.20	\$97.68	\$23,775.31	\$76.00	\$18,498.00	\$107.50	\$26,165.50
604-12.01	SINGLE CURB INLET, UNTRAPPED	EA	2	\$2,987.00	\$5,974.00	\$2,600.00	\$5,200.00	\$3,750.00	\$7,500.00	\$2,000.00	\$4,000.00	\$1,650.00	\$3,300.00	\$2,145.20	\$4,290.40	\$2,400.00	\$4,800.00	\$3,307.11	\$6,614.22
604-14.04	AREA INLET, SINGLE, OPEN 4 SIDE, UNTRAPPED	EA	4	\$2,575.00	\$10,300.00	\$2,600.00	\$10,400.00	\$4,000.00	\$16,000.00	\$1,975.00	\$7,900.00	\$1,650.00	\$6,600.00	\$1,920.10	\$7,680.40	\$2,100.00	\$8,400.00	\$2,719.00	\$10,876.00
604-19.27	MANHOLE	EA	3	\$2,987.00	\$8,961.00	\$2,600.00	\$7,800.00	\$4,500.00	\$13,500.00	\$2,475.00	\$7,425.00	\$1,750.00	\$5,250.00	\$2,270.74	\$6,812.22	\$2,500.00	\$7,500.00	\$2,626.00	\$7,878.00
604-19.29	MANHOLE, LOCK TYPE COVER	EA	3	\$2,575.00	\$7,725.00	\$350.00	\$1,050.00	\$275.00	\$825.00	\$2,633.79	\$7,901.37	\$2,000.00	\$6,000.00	\$1,299.05	\$3,897.15	\$1,500.00	\$4,500.00	\$2,808.00	\$8,424.00
604-40.12	PIPE COLLAR, TYPE "B" (CONCRETE)	EA	4	\$1,030.00	\$4,120.00	\$500.00	\$2,000.00	\$1,750.00	\$7,000.00	\$500.00	\$2,000.00	\$750.00	\$3,000.00	\$550.77	\$2,203.08	\$600.00	\$2,400.00	\$1,267.00	\$5,068.00
604-20.29	2'X2' CURVED VANE GRATE AND FRAME	EA	1	\$1,030.00	\$1,030.00	\$1,000.00	\$1,000.00	\$400.00	\$400.00	\$630.00	\$630.00	\$2,000.00	\$2,000.00	\$1,289.47	\$1,289.47	\$1,400.00	\$1,400.00	\$772.00	\$772.00
605-10.10	CLASS "A" UNDERDRAIN	LF	120	\$25.75	\$3,090.00	\$18.00	\$2,160.00	\$45.00	\$5,400.00	\$30.00	\$3,600.00	\$33.00	\$3,960.00	\$21.22	\$2,546.40	\$34.00	\$4,080.00	\$31.09	\$3,730.80
605-10.10	GUARDRAIL, TYPE "A"	LF	13	\$17.51	\$228.83	\$40.00	\$520.00	\$40.00	\$520.00	\$44.35	\$576.55	\$40.00	\$520.00	\$31.83	\$413.81	\$46.00	\$598.00	\$57.00	\$741.00
606-22.00	BRIDGE ANCHOR SECTION (SAFETY BARRIER CURB)	EA	2	\$2,060.00	\$4,120.00	\$2,100.00	\$4,200.00	\$2,100.00	\$4,200.00	\$2,328.00	\$4,656.00	\$2,100.00	\$4,200.00	\$1,909.80	\$3,819.60	\$2,500.00	\$5,000.00	\$2,451.00	\$4,902.00
606-30.00	TRANSITION SECTION	EA	2	\$515.00	\$1,030.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$1,164.00	\$2,328.00	\$500.00	\$1,000.00	\$948.80	\$1,897.60	\$600.00	\$1,200.00	\$507.00	\$1,014.00
606-30.90	CRASHWORTHY GUARDRAIL CUSHION	EA	2	\$13,390.00	\$26,780.00	\$10,500.00	\$21,000.00	\$10,500.00	\$21,000.00	\$2,330.00	\$4,660.00	\$1,750.00	\$3,500.00	\$16,976.04	\$33,952.08	\$12,300.00	\$24,600.00	\$22,731.00	\$45,462.00
606-30.96	CRASHWORTHY GUARDRAIL TERMINAL, MODIFIED (37.5' LENGTH)	EA	2	\$7,726.00	\$15,452.00	\$2,100.00	\$4,200.00	\$2,100.00	\$4,200.00	\$444.00	\$888.00	\$2,100.00	\$4,200.00	\$2,758.61	\$5,517.22	\$2,500.00	\$5,000.00	\$3,439.00	\$6,878.00
608-50.07	PAVED APPROACH (7')	SY	71	\$66.95	\$4,753.45	\$50.00	\$3,550.00	\$95.00	\$6,745.00	\$70.00	\$4,970.00	\$57.00	\$4,047.00	\$98.91	\$7,022.61	\$58.00	\$4,118.00	\$92.78	\$6,587.38
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	1,032.9	\$46.35	\$47,874.92	\$30.00	\$30,987.00	\$47.00	\$48,546.30	\$44.35	\$45,809.12	\$48.00	\$49,579.20	\$42.80	\$44,208.12	\$37.00	\$38,217.30	\$49.30	\$50,921.97
608-60.08	CONCRETE SIDEWALK, CURB RAMP	EA	1	\$87.55	\$87.55	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,050.00	\$1,050.00	\$1,300.00	\$1,300.00	\$1,112.01	\$1,112.01	\$875.00	\$875.00	\$2,246.00	\$2,246.00
608-60.66	CONCRETE SIDEWALK (6" REINFORCED)	SY	11.3	\$66.95	\$756.54	\$325.00	\$3,672.50	\$245.00	\$2,768.50	\$69.25	\$782.53	\$214.00	\$2,418.20	\$422.72	\$4,776.74	\$59.00	\$666.70	\$83.00	\$937.90
608-60.98	TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION)	SF	10	\$17.51	\$175.10	\$15.50	\$155.00	\$20.00	\$200.00	\$26.00	\$260.00	\$30.00	\$300.00	\$41.53	\$415.30	\$22.00	\$220.00	\$21.18	\$211.80
609-10.10	CONCRETE CURB, TYPE "S"	LF	1,711	\$25.75	\$44,058.25	\$19.00	\$32,509.00	\$25.00	\$42,775.00	\$36.25	\$62,023.75	\$25.00	\$42,775.00	\$24.93	\$42,655.23	\$19.50	\$33,354.50	\$26.54	\$45,409.94
609-10.41	CONCRETE GUTTER, TYPE "A"	LF	65	\$51.50	\$3,342.50	\$41.00	\$2,665.00	\$75.00	\$4,875.00	\$63.25	\$4,111.25	\$30.00	\$1,950.00	\$66.15	\$3,638.25	\$54.00	\$3,510.00	\$41.40	\$2,691.00
609-20.11	INTEGRAL CURB (6" HEIGHT AND UNDER)	LF	118	\$14.42	\$1,701.56	\$10.00	\$1,180.00	\$25.00	\$2,950.00	\$14.40	\$1,699.20	\$28.00	\$3,304.00	\$18.27	\$2,155.86	\$12.00	\$1,416.00	\$22.95	\$2,708.10
609-70.10	ROCK LINING	CY	12	\$113.30	\$1,359.60	\$100.00	\$1,200.00	\$95.00	\$1,140.00	\$75.00	\$900.00	\$50.00	\$600.00	\$108.42	\$1,301.04	\$120.00	\$1,440.00	\$120.65	\$1,447.80
611-50.30	HEAVY STONE REVESTMENT	SY	847	\$123.60	\$104,689.20	\$56.50	\$47,855.50	\$60.00	\$50,820.00	\$51.00	\$43,197.00	\$52.50	\$44,467.50	\$48.47	\$41,054.09	\$53.00	\$44,891.00	\$118.62	\$100,471.14
611-50.10	MSD 7 LIGHT STONE REVESTMENT	SY	15.4	\$113.30	\$1,744.82	\$100.00	\$1,540.00	\$40.00	\$616.00	\$80.00	\$1,232.00	\$100.00	\$1,540.00	\$63.66	\$980.36	\$58.00	\$853.20	\$105.00	\$1,617.00
612-30.15	TRAFFIC CONTROL	LS	1	\$46,350.00	\$46,350.00	\$50,000.00	\$50,000.00	\$53,420.00	\$53,420.00	\$62,700.00	\$62,700.00	\$53,420.00	\$53,420.00	\$97,423.15	\$97,423.15	\$90,000.00	\$90,000.00	\$46,640.00	\$46,640.00
619-00.00	MOBILIZATION	LS	1	\$144,200.00	\$144,200.00	\$97,911.15	\$97,911.15	\$60,000.00	\$60,000.00	\$199,216.07	\$199,216.07	\$294,800.85	\$294,800.85	\$168,434.87	\$168,434.87	\$267,500.00	\$267,500.00	\$250,000.00	\$250,000.00
621-20.10	PERMANENT YELLOW PAVEMENT STRIPING, PAINT	LF	2,362	\$1.55	\$3,661.10	\$1.00	\$2,362.00	\$2.00	\$4,724.00	\$2.20	\$5,196.40	\$2.00	\$4,724.00	\$1.06	\$2,503.72	\$2.00	\$4,724.00	\$1.10	\$2,598.20
621-20.11	PERMANENT WHITE PAVEMENT STRIPING, PAINT	LF	2,033	\$1.55	\$3,149.99	\$1.00	\$2,033.00	\$2.00	\$4,066.00	\$2.20	\$4,472.60	\$2.00	\$4,066.00	\$1.06	\$2,154.98	\$2.00	\$4,066.00	\$1.10	\$2,266.30
621-20.15	PERMANENT PAVEMENT MARKING ARROWS	EACH	1	\$103.00	\$103.00	\$95.00	\$95.00	\$500.00	\$500.00	\$550.00	\$550.00	\$500.00	\$500.00	\$100.80	\$100.80	\$600.00	\$600.00	\$104.50	\$104.50
725-10.18	18" CORRUGATED GALVANIZED METAL PIPE	LF	78	\$53.56	\$4,177.68	\$51.00	\$3,978.00	\$75.00	\$5,850.00	\$77.00	\$6,006.00	\$75.00	\$5,850.00	\$53.50	\$4,173.00	\$58.00	\$4,234.00	\$74.84	\$5,837.52
725-10.24	24" CORRUGATED GALVANIZED METAL PIPE	LF	20	\$92.70	\$1,854.00	\$75.00	\$1,500.00	\$72.00	\$1,440.00	\$87.00	\$1,740.00	\$85.00	\$1,700.00	\$117.25	\$2,345.00	\$130.00	\$2,600.00	\$131.00	\$2,620.00
726-23.12	12" CLASS III REINFORCED CONCRETE PIPE CULVERT (GASKET TYPE)	LF	916	\$68.95	\$63,126.20	\$46.00	\$42,136.00	\$125.00	\$114,500.00	\$52.00	\$47,632.00	\$95.00	\$87,020.00	\$51.87	\$47,512.92	\$57.00	\$52,212.00	\$83.30	\$76,302.80
726-23.18	18" CLASS III REINFORCED CONCRETE PIPE CULVERT (GASKET TYPE)	LF	93	\$87.55	\$8,142.15	\$47.00	\$4,371.00	\$130.00	\$12,090.00	\$66.00	\$6,138.00	\$100.00	\$9,300.00	\$95.11	\$8,845.23	\$105.00	\$9,765.00	\$108.10	\$10,053.90
726-54.08	4" PERFORATED PVC PIPE	LF	179	\$18.54	\$3,318.66	\$8.00	\$1,440.00	\$33.00	\$5,907.00	\$5.00	\$895.00	\$25.00	\$4,475.00	\$26.53	\$4,748.87	\$12.00	\$2,160.00	\$42.73	\$7,648.67
803-10.00	SODDING	SY	3,667	\$5.15	\$18,833.55	\$5.50	\$20,113.50	\$6.85	\$25,199.45	\$6.50	\$23,770.50	\$5.85	\$21,393.45	\$6.31	\$23,075.67	\$10.00	\$36,570.00	\$5.50	\$20,113.50
806-16.00	BIORETENTION MEDIA																		

**BIDDER CHECKLIST**  
**FINAL CHECKLIST BEFORE SUBMITTING BID**

- 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website. (if applicable – required on highway and bridge projects)
- 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #7). The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City of Chesterfield. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope.**
- 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- 7. Submit the DBE Identification Submittal within 3 business days of the Bid Opening.
- 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy.

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Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
- c) Not providing a bid bond
- d) Using pencil to fill out the bid
- e) Using white out to make corrections to the itemized bid sheets
- f) Not initialing changes made

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All questions can be directed to the City of Chesterfield Todd Ohmes, PE at [tohmes@chesterfield.mo.us](mailto:tohmes@chesterfield.mo.us). Project specific questions shall be sent via e-mail to Todd Ohmes and Jeff Mues, PE, Burns & McDonnell at [jmues@burnsmcd.com](mailto:jmues@burnsmcd.com)

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City of Chesterfield at 636-537-4757 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

## NOTICE TO CONTRACTORS

Sealed bids, addressed to City of Chesterfield, 690 Chesterfield Parkway West, Chesterfield, MO 63017 for the proposed work will be received by the City of Chesterfield until 10:00 am (prevailing local time) on the 6<sup>th</sup> day of July, 2017 at the office of the City of Chesterfield – Director of Public Works, 690 Chesterfield Parkway West, Chesterfield, MO 63017, and at that time will be publicly opened. Bids should be delivered to: Chesterfield City Hall, 690 Chesterfield Parkway West, Chesterfield, MO 63017.

**(1) PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

The proposed work includes the removal and replacement of the existing structure of the Schoettler Road bridge over Creve Coeur Creek with a 55 foot long single span prestressed girder superstructure on integral end bents, 815 feet of improvements to Schoettler Road, driveway improvements, sidewalk, and any incidental work on the above mentioned project. This project extends from Sycamore Manor Drive to Greenleaf Valley Drive. Staged construction will be required to maintain traffic along Schoettler Road during the construction of this project.

**(2) COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, their revisions, and the request for bid, including appendices, the job special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work.

The specifications, listed below are adopted by the City of Chesterfield as the standard technical specifications for this project and the related work.

The 2009 Metropolitan St. Louis Sewer District Standard Construction Specifications for Sewers and Drainage Facilities for sewer work.

The Missouri Highways and Transportation Commission's Missouri Standard Specifications for Highway Construction, 2016 with all currently effective supplements.

If a conflict occurs within the specifications the order of precedence shall be:

1. Job Special Provisions
2. General Conditions
3. Standard technical specifications relative to the item in question.

The following documents are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

### General Provisions & Supplemental Specifications

Supplemental Plans to October 2009 Missouri Std. Plans  
For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term "City of Chesterfield" and the term "Engineer" is a reference to the Engineer of Record from Burns & McDonnell.

The contracting authority for this contract is City of Chesterfield.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with the Job Special Provisions and Sec 108:

Project Completion Date: 420 days from Notice to Proceed

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$ 1,225

(5) **BID GUARANTY:** The Bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

Each Bid shall be accompanied by a certified check or bank draft on a responsible solvent bank or a satisfactory bid bond executed by the Bidder and a surety company and payable to the City of Chesterfield, Missouri, in an amount of not less than five percent (5%) of the Base Bid. If the Bidder fails to enter into a contract with the City on the terms stated in his Bid, or fails to furnish a Performance, Payment and Guarantee Bond as required by the Contract Documents, the amount of the Bid Bond shall be forfeited to the City as liquidated damages, not as a penalty.

The City will have the right to retain the Bid Bond of Bidders to whom an award is being considered until either (a) the City-Contractor Agreement has been executed and the Performance, Payment and Guarantee Bond has been furnished, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected. The Bid Bond of all Bidders to whom an award is not being considered shall be returned promptly after the award.

- Paper Bid Bond  
 Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all

revisions applicable to this bid and contract.

**(9) PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 23", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

**(10) WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

[http://ago.mo.gov/forms/Affidavit\\_of\\_Compliance.pdf](http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf)

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

**(11) OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

**(12) BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<http://www.fhwa.dot.gov/programadmin/contracts/b-amquck.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

Gershenson Construction Co., Inc., which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

- sole individual                       partnership                       joint venture  
 corporation, incorporated under laws of state of Missouri

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 6<sup>th</sup> day of July 2017.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

- Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Edward Gershenson, President  
Please print or type name and title of person signing here

Attest:

E. Gershenson  
Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

- (15) **TRAINEES**: No trainee hours will be required under this contract.
- (16) **SUBCONTRACTOR DISCLOSURE**: Each bidder shall submit a "Subcontractor Disclosure Form" to the City of Chesterfield either with the bid or no later than 4:00 pm of the third business day after the bid opening date. Subsequent requests to subcontract work shall utilize the Request for Approval of Subcontract forms provided herein.
- (17) **PROJECT AWARD**: This project will be awarded to the lowest, responsive, responsible bidder.
- (18) **MATERIALS INSPECTIONS**: All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.
- (19) **SALES AND USE TAX EXEMPTION**: City of Chesterfield, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

**ITEMIZED BID**: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

**Itemized Bid Page 1 of 2**  
City of Chesterfield  
Schoettler Road Bridge BRM-5410(623)

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
<b>ROADWAY ITEMS</b>					
201-20.10	CLEARING AND GRUBBING	LS	1	15,000.00	15,000.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	40,000.00	40,000.00
203-10.00	CLASS "A" EXCAVATION	CY	2932	17.00	49,844.00
203-10.30	LAND DISTURBANCE PERMIT	LS	1	1,500.00	1,500.00
203-60.00	COMPACTING EMBANKMENT	CY	1509	8.00	12,072.00
304-05.04	TYPE 5 AGGREGATE BASE (4 IN. THICK)	SY	4871	5.75	28,008.25
405-30.10	TYPE "C" BITUMINOUS CONCRETE (PAVEMENT)	TON	360	100.00	36,000.00
405-30.30	TYPE "X" BITUMINOUS CONCRETE (BASE)	TON	2494	66.50	165,851.00
407-10.27	TACK-EMULSIFIED ASPHALT (SS-1H)	GAL	299	1.00	299.00
408-10.15	PRIME-LIQUID ASPHALT (MC30)	GAL	1049	1.00	1,049.00
504-10.20	CONCRETE APPROACH PAVEMENT	SY	243.4	94.00	22,819.60
604-12.01	SINGLE CURB INLET, UNTRAPPED	EA	2	2,600.00	5,200.00
604-14.04	AREA INLET, SINGLE, OPEN 4 SIDE, UNTRAPPED	EA	4	2,600.00	10,400.00
604-19.27	MANHOLE	EA	3	2,600.00	7,800.00
604-19.29	MANHOLE, LOCK TYPE COVER	EA	3	350.00	1,050.00
604-40.12	PIPE COLLAR, TYPE "B" (CONCRETE)	EA	4	500.00	2,000.00
604-20.29	2'X2' CURVED VANE GRATE AND FRAME	EA	1	1,000.00	1,000.00
605-10.10	CLASS "A" UNDERDRAIN	LF	120	18.00	2,160.00
606-10.10	GUARDRAIL, TYPE "A"	LF	12.5	40.00	500.00
608-22.00	BRIDGE ANCHOR SECTION (SAFETY BARRIER CURB)	EA	2	2,100.00	4,200.00
606-30.00	TRANSITION SECTION	EA	2	500.00	1,000.00
606-30.90	CRASHWORTHY GUARDRAIL CUSHION	EA	2	10,500.00	21,000.00
606-30.96	CRASHWORTHY GUARDRAIL TERMINAL, MODIFIED (37.5' LENGTH)	EA	2	2,100.00	4,200.00
608-50.07	PAVED APPROACH (7")	SY	71	50.00	3,550.00
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	1032.9	30.00	30,987.00
608-60.08	CONCRETE SIDEWALK, CURB RAMP	EA	1	2,000.00	2,000.00
608-60.56	CONCRETE SIDEWALK (6" REINFORCED)	SY	11.3	325.00	3,672.50
608-60.98	TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION)	SF	10	15.50	155.00
609-10.10	CONCRETE CURB, TYPE "S"	LF	1711.0	19.00	32,509.00
609-10.41	CONCRETE GUTTER, TYPE "A"	LF	55	41.00	2,255.00
609-20.11	INTEGRAL CURB (6" HEIGHT AND UNDER)	LF	118	10.00	1,180.00
609-70.10	ROCK LINING	CY	12	100.00	1,200.00
611-50.30	HEAVY STONE REVETMENT	SY	847	56.50	47,855.50
611-50.10	MSD 7 LIGHT STONE REVETMENT	SY	15.4	100.00	1,540.00
612-30.15	TRAFFIC CONTROL	LS	1	50,000.00	50,000.00
619-00.00	MOBILIZATION	LS	1	97,911.15	97,911.15
621-20.10	PERMANENT YELLOW PAVEMENT STRIPING, PAINT	LF	2362	1.00	2,362.00
621-20.11	PERMANENT WHITE PAVEMENT STRIPING, PAINT	LF	2033	1.00	2,033.00
621-20.15	PERMANENT PAVEMENT MARKING ARROWS	EA	1	95.00	95.00
725-10.18	18" CORRUGATED GALVANIZED METAL PIPE	LF	78	51.00	3,978.00
725-10.24	24" CORRUGATED GALVANIZED METAL PIPE	LF	20	75.00	1,500.00

**Itemized Bid Page 2 of 2**  
 City of Chesterfield  
 Schoettler Road Bridge BRM-5410(623)

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
<b>ROADWAY ITEMS - CONTINUED</b>					
726-23.12	12" CLASS III REINFORCED CONCRETE PIPE CULVERT (GASKET TYP	LF	916	46.00	42,136.00
726-23.18	18" CLASS III REINFORCED CONCRETE PIPE CULVERT (GASKET TYP	LF	93	47.00	4371.00
726-54.08	4" PERFORATED PVC PIPE	LF	179	8.00	1432.00
803-10.00	SODDING	SY	3657	5.50	20113.50
806-16.00	BIORETENTION MEDIA	CY	260.0	73.00	18980.00
806-55.00	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	LS	1	8500.00	8500.00
840-90.99	BIORETENTION PLANTINGS	EA	2362	6.50	15353.00
903-10.00	SIGNS	EA	8	400.00	3200.00
SUBTOTAL ROADWAY ITEMS =					831,881.50

~~80~~

<b>BRIDGE ITEMS</b>					
206-10.00	CLASS 1 EXCAVATION	CY	130	59.00	7670.00
206-55.00	TEMPORARY SHORING	LS	1	1.00	1.00
216-05.00	REMOVAL OF BRIDGES (BRIDGE NO. 0793004)	LS	1	15,000.00	15,000.00
503-10.10A	BRIDGE APPROACH SLAB (MAJOR ROAD)	SY	311	225.00	69975.00
607-99.03	AESTHETIC 60 IN. PEDESTRIAN FENCE (STRUCTURES)	LF	149	125.00	18625.00
702-10.12	STRUCTURAL STEEL PILES (12 IN)	LF	296	100.00	29600.00
702-50.02	PILE WAVE ANALYSIS	EA	2	2500.00	5000.00
702-60.00	PRE-BORE FOR PILING	LF	64	70.00	4480.00
702-70.00	PILE POINT REINFORCEMENT	EA	16	104.00	1664.00
703-20.03	CLASS "B" CONCRETE (SUBSTRUCTURE)	CY	49.8	800.00	39840.00
703-42.19A	BARRIER CURB (TYPE D)	LF	207	145.00	30015.00
703-42.21	SLAB ON CONCRETE NU-GIRDER	SY	338	450.00	152,100.00
703-44.30	SIDEWALK (BRIDGES)	SF	1927	11.50	22,160.50
703-46.20	FORM LINERS	SY	67	58.00	3886.00
705-60.21	NU-35, PRESTRESSED CONCRETE NU-GIRDER	LF	414	228.00	94392.00
707.99.01	UTILITY SUPPORT SYSTEM ON STRUCTURE	LS	1	15,000.00	15,000.00
711-04.00	SACRIFICIAL GRAFFITI PROTECTION SYSTEM	LS	1	12,540.00	12,540.00
711-06.00	AESTHETIC CONCRETE STAIN	LS	1	9,830.00	9,830.00
715-10.01	VERTICAL DRAIN AT END BENTS	EA	2	2800.00	5600.00
716.10.00	PLAIN NEOPRENE BEARING PADS	EA	16	185.00	2960.00
SUBTOTAL BRIDGE ITEMS =					640,338.50

TOTAL = 1,372,220.00



**DATE:** November 19, 2014

**TO:** Michael G. Herring, ICMA-CM  
City Administrator

**FROM:** James A. Eckrich, P.E. *JAE*  
Public Works Director / City Engineer

**RE:** Design and Construction Engineering Services  
Schoettler Road Bridge

✓ MGH  
11/21/14

---

The City of Chesterfield was previously awarded an On-System Bridge Program Agreement (BRM) grant to reconstruct the bridge on Schoettler Road over Creve Coeur Creek. This project is programmed for design engineering in 2015, right of way acquisition in 2016, and construction in 2017.

In accordance with Missouri Department of Transportation requirements, the City of Chesterfield publicly advertised for qualification submittals for design and construction engineering services for this project in the summer of 2014. A selection committee comprised of Public Works Staff reviewed each of the thirteen proposals submitted. Staff ultimately determined that Burns and McDonnell Incorporated was the firm most qualified to perform the required engineering services. Accordingly, we entered into contract negotiations with Burns and McDonnell, and both parties have come to an agreement which is within the parameters allowed by the grant.

As noted within the attached memorandum from Civil Engineer Kim Streicher, Staff has negotiated a Contract with Burns and McDonnell, which has been approved by the MODOT. As is our practice regarding all City contracts, City Attorney Robert Heggie has also reviewed and approved the Contract. Essentially the Contract provides for Burns and McDonnell Incorporated to provide design and construction engineering services at a fee of \$311,062. To allow for any change orders which may become necessary, Staff has requested that funding be allocated up to a not to exceed amount of \$326,600. Through the BRM grant, up to eighty percent of this cost, or \$251,280, will be reimbursed to the City of Chesterfield by MODOT. This will result in a City expenditure not to exceed \$65,320. The breakdown in fees is described in detail within the attached memorandum from Civil Engineer Kim Streicher.

**Action Recommended**

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to execute an Agreement with Burns and McDonnell Incorporated authorizing a maximum expenditure of \$217,900 for design services and \$108,700 for construction engineering services. Please note that no expenditures will be incurred until after January 1, 2015.

Concurrence:

*Craig White*  
\_\_\_\_\_  
Craig White, Finance Director

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# MEMORANDUM

**DATE:** October 24, 2014  
**TO:** James A. Eckrich, PE – Public Works Director/City Engineer  
**FROM:** Kim Streicher, PE - Civil Engineer  
**RE:** Schoettler Road Bridge – BRM-5410(623)  
Engineering Services Contract 2013-PW-18

---

In October 2013 City Council authorized execution of an On-System Bridge Program Agreement with the Missouri Highways and Transportation Commission for reconstruction of the bridge on Schoettler Road over Creve Coeur Creek (Ord. #2765). Per the BRM agreement the federal share for the project will be up to \$1,602,480. The total project budget per the original Transportation Improvement Program grant for design, right-of-way, and construction is \$2,003,100.

In May 2014, a Request for Qualifications (RFQ) was released to seek the services of a consulting engineering firm to perform professional engineering services for the project. The City received Letters of Interest and Statements of Qualifications from 13 firms. The submittals were evaluated based on the criteria in the RFQ which included experience and competence, capacity and capability, and past record of performance. The top scoring firm by average reviewer score was Burns & McDonnell, Inc. and as such, they were selected as the most qualified firm to provide the necessary professional engineering services.

Staff met with Burns & McDonnell for an initial scoping meeting in June. After a few weeks of negotiations a scope of services and corresponding fee estimate of \$311,062.00 was determined. The fee includes \$207,534.00 for design services (2014) and \$103,528.00 for construction engineering (2016). The Engineering Services Contract and all necessary supporting documentation have been approved by MoDOT.

I recommend requesting authorization to execute the enclosed Engineering Services Contract with Burns & McDonnell, Inc. to provide services for the Schoettler Road Bridge project in amounts not to exceed \$217,900 for the design services and \$108,700 for the construction engineering. Please note that both amounts include a modest 5% allowance for contingency funding to account for any unforeseen conditions and/or additional work. The City will be responsible for up to \$65,320, or twenty percent of their total fee.

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

Attachments: Schoettler Road Bridge – Engineering Services Contract

cc: File 2013-PW-18

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# Memorandum

**TO:** Mayor & City Council  
**FROM:** Mike Geisel, City Administrator *mg*  
**DATE:** June 12, 2017  
**RE:** North Outer 40 TDD – Summit  
Consent agreement



---

As you are aware, City Council recently approved a rezoning of a portion of the property owned by “Summit”, formerly the Hardees Ice Sports facility to provide for the anticipated construction of a “Top Golf” facility. Subsequently, the City approved a record plat which also created two outlots for future development.

Summit will be placing a loan on a portion of the retained property and plans to pledge Notes from the North Outer 40 Transportation Development District it will have for the project as collateral for the loan. Parkside Bank, Summit’s lender, has asked for a consent from the City to the pledge of the TDD Notes and the rights of Summit under the Development Agreement.

City Attorney Chris Graville has worked with Summit’s council and has amended the consent agreement to a form which he believes to be acceptable to the City. Accordingly, attached hereto is proposed consent agreement. It will be placed on the agenda for the upcoming Council meeting on 6/19/2017, at which time I will ask City Council to authorize that the consent agreement be executed on behalf of the City.

The consent agreement acknowledges that Summit (the developer” is assigning the consideration provided within the Redevelopment Agreement to its lender and that the City will accept performance by the Lender under same terms and conditions as required of the Developer. The consent agreement terminates upon full satisfaction of the debt to the lender.

For your convenience, I have also attached a copy of the development agreement between the City and the North Outer 40 TDD for reference. City Attorney and I concur in requesting that the City Council authorize me, as the City Administrator to execute the consent agreement on behalf of the City.

Attachments

Cc Chris Graville, Interim City Attorney

## CITY CONSENT AND AGREEMENT

This CITY CONSENT AND AGREEMENT (this "Agreement"), dated as of \_\_\_\_\_, 2017, is executed and delivered by the **CITY OF CHESTERFIELD, MISSOURI** ("City") and **SUMMIT ICE CENTER INVESTORS, L.L.C.**, a Missouri limited liability company, having an office at c/o Summit Development, 101 South Hanley Road, Suite 1400, St. Louis, Missouri 63105 ("**Summit Ice**"), **SUMMIT OUTER FORTY INVESTORS, L.L.C.**, a Missouri limited liability company, having an office at c/o Summit Development 101 South Hanley Road, Suite 1400, St. Louis, Missouri 63105 ("**Summit Investors**" and, together with Summit Ice, "**Developer**"), for the benefit of **PARKSIDE FINANCIAL BANK & TRUST**, a Missouri state bank (including its successors and assigns, the "Lender"). Lender and Summit Ice are parties to a certain promissory note and related documents (the "Note") dated of even date herewith, by and between Summit Ice, as Borrower, and Lender. In connection with the Note the City and Developer hereby agree and certify to the Lender as follows:

1. **On June 4, 2012, the City adopted Ordinance No. 2703 (the "Ordinance") authorizing that certain Transportation Development Agreement dated as of July 1, 2012 (the "Redevelopment Agreement") among the City, Taubman Prestige Outlets of Chesterfield LLC, Developer and the North Outer Forty Transportation Development District.**

2. The Redevelopment Agreement is in full force and effect, and, to the City's knowledge, there is no default under the Redevelopment Agreement by the Developer, nor is there any set of circumstances which, with the passage of time and the giving of notice, would be a default thereunder.

3. **City hereby consents to the collateral assignment by the Developer of the Redevelopment Agreement to the Lender, and City agrees that it will accept performance by Lender of Developer's obligations under the Redevelopment Agreement under the same terms and conditions applicable to Developer under the Redevelopment Agreement for the term of the Redevelopment Agreement. This Agreement and all terms and provisions hereof shall expire and terminate and be of no force or effect upon payment of the indebtedness evidenced by the Note.**

4. The City agrees to provide Lender with copies of all notices of default sent by City to Developer under the Redevelopment Agreement at the addresses set forth below. If any breach or default on the part of Developer occurs under the Redevelopment Agreement, Lender shall have the right, but not the obligation, to cure or cause the cure of such default thereunder on the same terms and conditions as Developer under the Redevelopment Agreement. Additionally, the City agrees that in the event the Redevelopment Agreement is amended, modified or terminated without the prior consent of Lender, such amendment, modification, or termination of the Redevelopment Agreement shall, at the option of Lender and upon provision of written notice to the City, be void and of no force and effect, provided, however, in no event shall the City have any liability to Lender or Developer (including any liability for damages) arising out of any amendment, modification, or termination of the Redevelopment Agreement without Lender's prior consent (including any actions taken in connection therewith prior to receiving written notice from Lender that the amendment, modification, or termination is void and of no force and effect).

5. Any notices or communications under this Agreement shall be given in accordance with Section 11.8 of the Redevelopment Agreement, and addressed to a party at its address set forth in the Redevelopment Agreement or as set forth below or to such other address the party to receive such notice may have designated to all other parties to the Redevelopment Agreement by notice in accordance therewith:

**If to Lender**

Parkside Financial Bank & Trust  
8112 Maryland Ave., Ste. 101  
Clayton, MO 63105  
Attn: Andrew Hereford

**with a copy to:**

Armstrong Teasdale LLP  
7700 Forsyth Blvd., Ste. 1800  
Clayton, MO 63105  
Attn: John O'Brien

**If to Borrower:**

Summit Ice Center Investors, L.L.C.  
Summit Outer Forty Investors, L.L.C.  
c/o Summit Development Group  
101 S. Hanley Road, Suite 1400  
St. Louis, Missouri 63105  
Attention: Scott M. Reese

**with a copy to:**

Realty Law Partners, PC  
138 N. Meramec Ave  
St. Louis, Missouri 63105  
Attention: Bill Remis

**If to City:**

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

**with a copy to:**

The Graville Law Firm, LLC  
130 South Bemiston Avenue, Suite 700  
Clayton, Missouri 63105  
Attention: Chris Graville

6. This Agreement and the terms, provisions and conditions herewith shall be governed by and construed and enforced in accordance with the internal laws of the State of Missouri (without giving effect to the conflicts of law provisions thereof). This Agreement may not be modified, amended, supplemented or terminated except by written agreement of the City, Developer and the Lender. If any acknowledgement or agreement contained herein, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such acknowledgement or agreement to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each acknowledgement and agreement herein shall be valid and enforceable to the fullest extent permitted by law. This Agreement represents the entire agreement between the Lender, Developer and the City and all prior negotiations and communications between the parties concerning the subject hereof are superseded hereby. Capitalized terms used herein and not otherwise defined shall have the meaning provided in the Redevelopment Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SIGNATURE PAGE FOR  
CITY CONSENT AND AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the year and date first set forth above.

“CITY”

**CITY OF CHESTERFIELD,  
MISSOURI**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNATURE PAGE FOR  
CITY CONSENT AND AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the year and date first set forth above.

"DEVELOPER"

**SUMMIT ICE CENTER INVESTORS, L.L.C.**, a  
Missouri limited liability company

By: The John S. Ross, Jr. Revocable Trust of 2013,  
dated September 17, 2013, its Authorized Member

By: \_\_\_\_\_  
John S. Ross, Jr., Trustee

**SUMMIT OUTER FORTY INVESTORS,  
L.L.C.**, a Missouri limited liability company

By: The John S. Ross, Jr. Revocable Trust of 2013,  
dated September 17, 2013, its Authorized Member

By: \_\_\_\_\_  
John S. Ross, Jr., Trustee

SIGNATURE PAGE FOR  
CITY CONSENT AND AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the year and date first set forth above.

"LENDER"

**PARKSIDE FINANCIAL BANK & TRUST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BILL NO. 2887

ORDINANCE NO. 2703

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, APPROVING AND AUTHORIZING THE EXECUTION OF A TRANSPORTATION DEVELOPMENT AGREEMENT AMONG THE CITY, TAUBMAN PRESTIGE OUTLETS OF CHESTERFIELD LLC, SUMMIT ICE INVESTORS, L.L.C. AND SUMMIT OUTER FORTY INVESTORS, L.L.C.; AND AUTHORIZING FURTHER ACTIONS RELATED THERETO

WHEREAS, Taubman Prestige Outlets of Chesterfield LLC ("*Taubman*"), Summit Ice Investors, L.L.C. ("*Summit Ice*") and Summit Outer Forty Investors, L.L.C. ("*Summit Investors*") and, together with Summit Ice, ("*Summit*") are seeking to form a transportation development district pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended (the "*TDD Act*"); and

WHEREAS, Taubman, Summit and the Monarch-Chesterfield Levee District (the "*Levee District*") and, together with Taubman and Summit, the "*Petitioners*") have filed a petition for the creation of the North Outer Forty Transportation Development District (the "*District*") with the St. Louis County Circuit Court; and

WHEREAS, the City of Chesterfield, Missouri (the "*City*") is an affected local transportation authority under Section 238.207.4(2) of the TDD Act; and

WHEREAS, the City Council has determined that it would be in the best interests of the City and its residents to enter into a Transportation Development Agreement among the City, Taubman, Summit and the District (the "*Development Agreement*"), in substantially the form of Exhibit A, attached hereto and incorporated by reference governing the construction of the projects described in the Petition, and the operation and financing of the District.

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

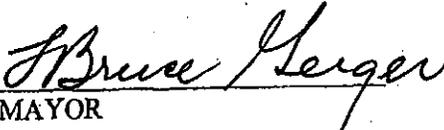
**Section 1.** The City Council hereby approves and authorizes the execution of the Development Agreement in substantially the form attached hereto as Exhibit A, with such changes therein as shall be approved by the officers of the City executing the same. The Mayor is hereby authorized and directed to execute, on behalf of the City, the Development Agreement among the City, the District and the Developer, and the City Clerk is hereby authorized and directed to attest to the Development Agreement and to affix the seal of the City thereto; provided, however, that because the formation of the District is conditioned upon the parties entering into the Development Agreement and the authorization of the Development Agreement are conditioned on the District's approval thereof, this Ordinance shall be null and void and the City's authority to execute the Development Agreement shall be terminated if (a) either Taubman or Summit fails to (a) execute the Development Agreement prior to formation of the District, or (b) the District fails to execute the Development Agreement within 120 days of the adoption of this Ordinance.

**Section 2.** The City shall, and the officers, agents and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 3.** The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

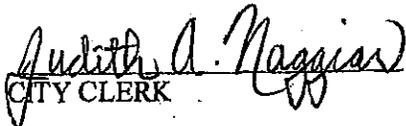
**Section 4.** This Ordinance shall be in full force and effect from and after its passage of the City Council and approval by the Mayor.

Passed and approved this 4<sup>th</sup> day of June, 2012.

  
MAYOR

(SEAL)

ATTEST:

  
CITY CLERK

**EXHIBIT A**  
**FORM OF DEVELOPMENT AGREEMENT**

(Attached hereto.)

**TRANSPORTATION DEVELOPMENT AGREEMENT**

**Among**

**CITY OF CHESTERFIELD, MISSOURI**

**And**

**TAUBMAN PRESTIGE OUTLETS OF CHESTERFIELD LLC**

**And**

**SUMMIT ICE CENTER INVESTORS, L.L.C.,**

**And**

**SUMMIT OUTER FORTY INVESTORS, L.L.C.,**

**And**

**NORTH OUTER FORTY TRANSPORTATION DEVELOPMENT DISTRICT**

**Dated as of \_\_\_\_\_, 2012**

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- Exhibit H – Reimbursable Transportation Project Costs
- Exhibit I – Form of District's Bidding and Contracting Guidelines
- Exhibit J – Form of Affidavit Regarding Qualified Work Authorization Program

## TRANSPORTATION DEVELOPMENT AGREEMENT

**THIS TRANSPORTATION DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2012, among the **CITY OF CHESTERFIELD, MISSOURI**, a city of the third class organized and existing under the laws of the State of Missouri (the "City") and **TAUBMAN PRESTIGE OUTLETS OF CHESTERFIELD LLC**, a limited liability company organized and existing under the laws of the State of Delaware ("Taubman"), **SUMMIT ICE INVESTORS, L.L.C.**, a limited liability company organized and existing under the laws of the State of Missouri ("Summit Ice"), and **SUMMIT OUTER FORTY INVESTORS, L.L.C.**, a limited liability company organized and existing under the laws of the State of Missouri ("Summit Investors" and, together with Summit Ice, "Summit"), and **NORTH OUTER FORTY TRANSPORTATION DEVELOPMENT DISTRICT**, a political subdivision organized and existing under the laws of the State of Missouri (the "District").

### RECITALS

A. Taubman desires to construct a commercial real estate development on North Outer Forty Drive east of the interchange of Interstate 64/U.S. Highway 40 and Boone's Crossing, to be known as Taubman Prestige Outlets Chesterfield, consisting of approximately 475,000 square feet of retail and commercial uses (the "Taubman Development") and, in furtherance thereof, Taubman has entered into a contract to acquire approximately 48 acres of real property within the City limits, which property is legally described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Taubman Property").

B. In connection with the Taubman Development, significant roadway and infrastructure improvements must be constructed, specifically: (1) construction of the following improvements to North Outer Forty Drive and the Boone's Crossing Interchange: (i) pavement widening, new pavement, curbs and gutters, storm sewer improvements, guardrail, pavement marking and signage improvements and traffic signal, lighting and Intelligent Transportation System (ITS) improvements; (ii) widening of the northern edge of the Westbound Interstate 64/U.S. Highway 40 Off-Ramp to include vehicular storage for the right turn traffic; (iii) reconstruction of Boones Crossing's center median to provide additional southbound through lanes; (iv) reconstruction of North Outer Forty Drive utilizing a combination of enclosed and open storm drainage systems while providing additional driving lanes and standard pavement widths to all entrances of the proposed outlet mall; (v) construct three-way traffic signal intersection located at Boones Crossing and North Outer Forty Drive; (vi) implementation of a coordinate signal timing plan for two additional signalized intersections located at Boones Crossing and Eastbound Interstate 64/U.S. Highway 40 Off-Ramp and Boones Crossing and Chesterfield Airport Road; (vii) maintenance of the existing Boones Crossing Interchange; (2) construction of improvements to Regional Stormwater Drainage System along North Outer Forty including open and closed channel drainage systems; (3) construction of a parking lot and related improvements for vehicular parking and pedestrian access to the Bike/Hiking Trail along the Monarch Chesterfield Levee; and (4) the accompanying grading, drainage, pavement, curb, gutter, sidewalk, storm water facilities, structures (including any architectural treatments related thereto), signing, striping, lighting, traffic signals, landscaping or other similar or related infrastructure or improvement in connection with items 1-3 above (collectively, 1-4 above are referred to as the "Taubman Transportation Project").

C. Summit owns approximately 22 acres of real property within the City limits, which property is immediately to the east of the Taubman Property and is legally described on **Exhibit B**, attached hereto and incorporated herein by reference (the "Summit Property" and, together with the Taubman Property, the "Property").

D. Summit Ice currently owns that portion of the Summit Property upon which is located an ice skating facility known as the Hardee's Iceplex and Summit Investors currently owns that portion of the Summit Property upon which it desires to construct a commercial real estate development (collectively, the "Summit Development").

E. Provided sufficient funding is available, significant roadway and infrastructure improvements may be constructed in connection with the Summit Development, specifically: construction of internal roads and ingress and egress, parking lots, parking structures, sidewalks and pedestrian access, together with all related curbs, curb-cuts, stormwater drainage and detention, signage and signage relocation, pavement striping and painting, hardscape, landscaping, irrigation, utility installation and/or relocation, lighting, signalization, grading and excavation within or adjacent to the Summit Property (the "Summit Transportation Project").

F. Provided sufficient funding is available, the City anticipates that significant additional roadway and infrastructure improvements may be constructed to enhance transportation in and around the Taubman Development and the Summit Development, as well as the surrounding areas of the City, specifically: (1) extension of North Outer Forty Road from the southern boundary of the District east to its future intersection with Baxter Road; (2) extension of North Outer Forty Road from its future intersection with Baxter Road east to Chesterfield Parkway with related slip ramp from westbound Interstate 64 to North Outer Forty Road and, as may be necessary, reconfiguration of entrances and access to property along North Outer Forty Road; (3) construction of an access road and parking area serving a public wetlands/nature park located north of the District on the unprotected side of the Monarch-Chesterfield Levee; (4) construction of a trailhead with related rest area facilities adjacent to that portion of the levee trail near the northern boundary of the District, which trailhead would be accessible from the parking area identified as part of the Taubman Transportation Project; (5) construction of a bridge overpass over Interstate 64/U.S. Highway 40 to connect Baxter Road to North Outer Forty Road; (6) construction of a collector-distributor road system along Interstate 64/U.S. Highway 40 between Chesterfield Parkway and Boone's Crossing; and (7) partial funding of a full access diamond interchange at Interstate 64/U.S. Highway 40 and Long Road (collectively 1-7 above are referred to as the "City Transportation Project" which, together with the Taubman Transportation Project and the Summit Transportation Project, are referred to as the "Transportation Project").

G. Taubman and Summit filed a Petition for Creation of a Transportation Development District (the "Petition") with the Circuit Court of St. Louis County, Missouri (the "Court") pursuant to the Missouri Transportation Development District Act, Sections 238.200 through 238.280 of the Revised Statutes of Missouri, as amended (the "TDD Act"), to facilitate construction and implementation of the Transportation Project.

H. After a hearing on the Petition, the Court entered an order that created the District as a political subdivision pursuant to and in accordance with the TDD Act and identified the City as a "local transportation authority" within the meaning of Sections 238.202.1(4) and 238.207.4(2) of the TDD Act.

I. The Court's order provided that the District be established for the sole purpose of funding the Transportation Project, solely through the imposition of a transportation development district sales tax (the "TDD Sales Tax") at a rate of five-eighths of one percent (5/8%), which TDD Sales Tax will become effective following the adoption of the TDD Sales Tax by the qualified voters of the District at an election held in accordance with Section 238.216 of the TDD Act and which will expire no later than 40 years from the date that such TDD Sales Tax is first imposed.

K. Subject to the terms of this Agreement, Taubman may advance all Transportation Project Costs (as defined in this Agreement) associated with the Taubman Transportation Project, including

without limitation TDD Administrative Costs (as defined in this Agreement) incurred prior to Grand Opening (as defined in this Agreement), subject to reimbursement of Reimbursable Transportation Project Costs (as defined in this Agreement) by the District upon its issuance of TDD Obligations (as defined in this Agreement) to finance all or a portion of the Taubman Transportation Project.

L. Subject to the terms of this Agreement, Summit may advance all or any portion of the Transportation Project Costs associated with the Summit Transportation Project, subject to reimbursement of Reimbursable Transportation Project Costs by the District upon its issuance of TDD Obligations to finance all or a portion of the Summit Transportation Project.

M. Subject to the terms of this Agreement, the City may advance all or any portion of the Transportation Project Costs associated with the City Transportation Project, subject to reimbursement of Reimbursable Transportation Project Costs by the District upon its issuance of TDD Obligations to finance all or a portion of the City Transportation Project.

N. Pursuant to this Agreement, the District shall (1) issue the TDD Obligations to finance the Transportation Project (2) collect the TDD Sales Tax and transfer TDD Revenues (as defined in this Agreement) to the Trustee (as defined in this Agreement) to be used to pay TDD Administrative Costs and debt service on the TDD Obligations and (3) cause each functional portion of the Transportation Project to be dedicated to the Missouri Highways and Transportation Commission (the "Commission") or the applicable local transportation authority.

O. It is anticipated that the District and the Commission will enter into a Missouri Highways and Transportation Commission Transportation Development District Cooperative Agreement (the "Commission Agreement"), pursuant to which the District will agree to undertake that portion of the Transportation Project that is intended to be merged into the state highways and transportation system under the Commission's jurisdiction (the "State Transportation Project") and, to the extent that the Commission agrees to take dedication of such State Transportation Project, the Commission will agree to review plans and specifications pertaining to such State Transportation Project.

P. The City has determined that it is essential to the economic and social welfare of the City that the City promote the economic vitality of the community by assuring opportunities for development and sound and stable commercial growth.

## AGREEMENT

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

### ARTICLE I. DEFINITIONS

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

"*Administrator*" means Development Dynamics, LLC or Peckham Guyton Albers and Viets, Inc. or such other person or entity selected by the District and reasonably acceptable to the City with experience in administration, collection, enforcement and operation of taxes or other funding methods authorized by the TDD Act.

*"Annual Operating Fund Deposit"* means an amount not to exceed \$25,000 in the fiscal year of the District in which TDD Obligations are first issued and, for each fiscal year thereafter, an amount equal to the prior year's amount plus three percent (3%).

*"Agreement"* means this Transportation Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties thereto.

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

*"Bond Resolution"* means the resolution(s) to be adopted by the District's board of directors authorizing the TDD Bonds, any trust indenture relating thereto, and all related resolutions and proceedings.

*"Bonds"* means transportation development revenue bonds issued by the District pursuant to the TDD Act, the Bond Resolution and this Agreement.

*"Certificate of Grand Opening"* means a certificate of Taubman in substantially the form of Exhibit E, attached hereto and incorporated herein by reference, which certificate shall serve as evidence to the District and the City that Grand Opening has occurred.

*"Certificate of Reimbursable Transportation Project Costs"* means a document substantially in the form of Exhibit F, attached hereto and incorporated herein by reference, provided by Taubman, Summit or the City to the District in accordance with this Agreement and evidencing Reimbursable Transportation Project Costs advanced by Taubman, Summit or the City, as applicable.

*"Certificate of Substantial Completion"* means a document substantially in the form of Exhibit G, attached hereto and incorporated herein by reference, issued by the District and the City in accordance with this Agreement and evidencing the satisfaction of substantially all obligations of Taubman or Summit, as the case may be, to construct or cause the construction of a functional portion of the Transportation Project in accordance with this Agreement.

*"City"* means the City of Chesterfield, Missouri, a city of the third class organized and existing under the laws of the State of Missouri, and a local transportation authority within the meaning of Sections 238.202.1(4) and 238.207.4(2) of the TDD Act.

*"City Notes"* means the transportation sales tax revenue notes issued by the District pursuant to the TDD Act, the Note Resolution and this Agreement to reimburse the City for its Reimbursable Transportation Project Costs incurred in connection with the City Transportation Project.

*"City Transportation Project"* means the projects generally described in Paragraph F of the Recitals of this Agreement.

*"Commission"* means the Missouri Highways and Transportation Commission created under the provisions of Sections 226.010 to 226.190 of the Revised Statutes of Missouri, as amended, and the Missouri Department of Transportation created by Section 226.005 of the Revised Statutes of Missouri, as amended, which is in charge of the Missouri Highways and Transportation Commission as provided by the Constitution and laws of the State of Missouri.

*"Commission Agreement"* means the Missouri Highways and Transportation Commission Transportation Development District Cooperative Agreement anticipated to be entered into between the Commission and the District, pursuant to which the District will agree to undertake the State Transportation Project and, to the extent that the Commission agrees to take dedication of such State Transportation Project, the Commission will agree to review plans and specifications pertaining to such State Transportation Project

*"Concept Plan"* means preliminary plan sheets generally illustrating the Taubman Development as set forth on Exhibit D, attached hereto and incorporated herein by reference.

*"Construction Plans"* means, subject to City, County or Commission approval, as applicable, the plans, drawings, specifications and related documents, and construction schedules for the construction of the Transportation Project, together with all supplements, amendments or corrections, submitted by Taubman or Summit and approved by the District and the City, County or the Commission, as applicable, in accordance with this Agreement and the Commission Agreement.

*"Consulting Engineer"* means Stock & Associates Consulting Engineers, Inc., or such other engineer or architect licensed in the State of Missouri and retained by Taubman with the consent of the City for the purpose of developing plans and specifications for the Taubman Transportation Project.

*"County"* means St. Louis County, Missouri, a charter county organized and existing under the laws of the State of Missouri, and a local transportation authority within the meaning of Sections 238.202.1(4) and 238.207.4(2) of the TDD Act.

*"Court"* means the Circuit Court of St. Louis County, Missouri.

*"District"* means the North Outer Forty Transportation Development District, which shall include the Property.

*"Easement Agreement"* means the Easement Agreement between Taubman and the City as further described in Section 3.17 of this Agreement.

*"Funding Agreement"* means the Funding Agreement dated as of May 8, 2012 between the City and Taubman.

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

*"Grand Opening"* means the first day on which at least 300,000 square feet of gross leaseable space in the Taubman Development is complete and is open to the public for the primary purpose of engaging in the business of sales at retail, as evidenced by the Certificate of Grand Opening.

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

*"Material Modifications"* means a change in the Construction Plans that involves work not reasonably contemplated or implied from the Construction Plans as approved or additional work that is required because of a change in applicable laws, codes or regulations occurring after approval of the Construction Plans or that is reasonably anticipated to increase the overall cost of the Taubman Transportation Project or the Summit Transportation Project, as applicable, by more than ten percent.

*"Note Resolution"* means the resolution(s) to be adopted by the District's board of directors authorizing the TDD Notes, any trust indenture relating thereto, and all related resolutions and proceedings.

*"Notes"* means, collectively, the City Notes, the Summit Notes and the Taubman Notes.

*"Operating Fund"* means the Operating Fund anticipated to be established pursuant to the Note Resolution or Bond Resolution, as applicable, for the purpose of paying on-going TDD Administrative Costs, into which TDD Revenues shall be deposited in an amount sufficient to make the Annual Operating Fund Deposit.

*"Petition"* means the Petition for Creation of a Transportation Development District filed with the Court pursuant to the TDD Act.

*"Prime Rate"* means the prime rate reported in the "Money Rates" column or any successor column of *The Wall Street Journal*, currently defined therein as the base rate on corporate loans posted by at least seventy-five percent (75%) of the nation's thirty largest banks, as of the date of the initial issuance of the Taubman Notes, the Summit Notes or the City Notes, as the case may be.

*"Property"* means, collectively, the Taubman Property and the Summit Property, which Property is depicted on the map set forth on **Exhibit C**, attached hereto and incorporated herein by reference.

*"Reimbursable Transportation Project Costs"* means those Transportation Project Costs set forth on **Exhibit H**, attached hereto and incorporated herein by reference, plus TDD Administrative Costs, Taubman Operating Expenses, Summit Operating Expenses and Issuance Costs which have been paid by Taubman, Summit or the City in accordance with this Agreement and for which Taubman, Summit or the City is entitled to reimbursement out of the proceeds of the TDD Obligations, as provided for in this Agreement.

*"State Transportation Project"* means that portion of the Transportation Project generally described in Paragraph O of the Recitals of this Agreement.

*"Summit"* means, collectively, Summit Ice and Summit Investors.

*"Summit Ice"* means Summit Ice Center Investors, L.L.C., a limited liability company organized and existing under the laws of the State of Missouri.

*"Summit Investors"* means Summit Outer Forty Investors, L.L.C., a limited liability company organized and existing under the laws of the State of Missouri.

*"Summit Notes"* means the transportation sales tax revenue notes issued by the District pursuant to the TDD Act, the Note Resolution and this Agreement to reimburse Summit for its Reimbursable Transportation Project Costs incurred in connection with the Summit Transportation Project.

**"Summit Operating Expenses"** means all costs and expenses paid by Summit in accordance with **Section 6.2** of this Agreement.

**"Summit Property"** means approximately 22 acres of real property owned by Summit within the City limits, which property is immediately to the west of the Taubman Property and is legally described on **Exhibit B**, attached hereto and incorporated herein by reference

**"Summit Transportation Project"** means the projects generally described in Paragraph E of the Recitals of this Agreement.

**"Taubman"** means Taubman Prestige Outlets of Chesterfield LLC, a limited liability company organized and existing under the laws of the State of Delaware, or its permitted successor or assigns in interest.

**"Taubman Development"** means the construction of a commercial real estate development to be known as Taubman Prestige Outlets Chesterfield, consisting of approximately 475,000 square feet of retail and commercial uses, all located within the Taubman Property, as depicted on the Concept Plan.

**"Taubman Operating Expenses"** means all costs and expenses paid by Taubman in accordance with **Section 6.1** of this Agreement.

**"Taubman Notes"** means the transportation sales tax revenue notes issued by the District pursuant to the TDD Act, the Note Resolution and this Agreement to reimburse Taubman for its Reimbursable Transportation Project Costs incurred in connection with the Taubman Transportation Project.

**"Taubman Property"** means approximately 48 acres of real property to be acquired by Taubman within the City limits, which property is legally described on **Exhibit A**, attached hereto and incorporated herein by reference

**"Taubman Transportation Project"** means the projects generally described in Paragraph B of the Recitals of this Agreement.

**"Taxable Rate"** means an interest rate per annum that is equal to the Prime Rate plus two percent (2%), provided that in no event shall such interest rate exceed ten percent (10%). [No change – this is the same interest rate provided for in the Blue Valley Development Agreement.]

**"TDD Act"** means the Transportation Development District Act, Section 238.200 through 238.280 of the Revised Statutes of Missouri, as amended.

**"TDD Administrative Costs"** means expenses of the District for administration, supervision and inspection incurred in connection with the Transportation Project and paid initially by Taubman and/or Summit subject to reimbursement in accordance with this Agreement and, upon Grand Opening, paid by the District out of the Operating Fund established pursuant to the Note Resolution or the Bond Resolution, as applicable, which expenses include without limitation the following: (a) reimbursement of the board of directors of the District for actual expenditures in the performance of duties on behalf of the District pursuant to Section 238.222 of the TDD Act; (b) expenses incurred in the exercise of the contractual powers of the District pursuant to Section 238.250 of the TDD Act, including without limitation amounts due and payable to the Administrator for services rendered; (c) reimbursement of the petitioners and the City for the costs of filing and defending the Petition and all publication and incidental costs incurred in obtaining the Court's certification of the Petition pursuant to Section 238.217 of the

TDD Act, together with all reasonable attorneys' fees incurred by Taubman and Summit in connection therewith; (d) costs related to any authorized indebtedness of the District, including the issuance and repayment of TDD Obligations pursuant to Section 238.240 of the TDD Act; (e) the cost of insurance obtained by the District pursuant to Section 238.255 of the TDD Act; (f) the cost of any audit by the state auditor pursuant to Section 238.272 of the TDD Act; and (g) expenses incurred by the District in the exercise of the powers granted under Section 238.252 of the TDD Act, which consist of compensation of employees or contractors, suits by or against the District, the purchase of personal property necessary or convenient for the District's activities and the collection and disbursement of funds for the District's activities; and (h) expenses incurred by the District in connection with abolishment of the District in accordance with Section 238.275 of the TDD Act.

*"TDD Obligations"* means Bonds, Notes or other obligations issued by the District pursuant to the TDD Act and this Agreement.

*"TDD Revenues"* means the proceeds of the TDD Sales Tax deposited into the TDD Trust Fund in accordance with the TDD Act after deducting the cost of collection. TDD Revenues do not include (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the District that is the subject of a suit or other claim communicated to the District, which suit or claim challenges the collection of such sum.

*"TDD Sales Tax"* means the transportation development district sales tax levied in accordance with the TDD Act and this Agreement at a rate equal to five eighths of one percent (5/8%) on all retail sales within the District that are subject to taxation pursuant to Section 238.235 of the TDD Act.

*"TDD Trust Fund"* means the "special trust fund" of the District authorized under Section 238.235.5 of the TDD Act or any other fund or account into which TDD Revenues attributable to the TDD Sales Tax are then being deposited.

*"Transportation Project"* means, collectively, the Taubman Transportation Project, the Summit Transportation Project and the City Transportation Project.

*"Transportation Project Costs"* means all costs necessary or incidental to plan, acquire, finance, develop, design and construct the Transportation Project, including without limitation: (a) costs of all estimates, studies, surveys, plans, drawings, reports, tests, specifications and other preliminary investigations of architects, appraisers, surveyors and engineers; (b) all professional service costs, including without limitation architectural, engineering, legal, financial, planning, design or special services incurred; (c) costs of acquisition of right-of-way, easements, leases and other interests in real property; (d) costs of demolition of buildings and improvements, the clearing and grading of land, site preparation, erosion and storm water control, and utility relocation; and (e) costs of construction of any bridge, street, road, highway, access road, interchange, intersection, signing, signalization, parking lot, bus stop, station, garage, terminal, hangar, shelter, rest area, dock, wharf, lake or river port, airport, light rail or other mass transit and any similar or related improvement or infrastructure.

*"Trustee"* means the trustee or fiscal agent selected by the District for any issue of TDD Obligations.

**1.2 Rules of Interpretation.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and vice versa. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons. All references in this Agreement to designated "Articles," "Sections" and other

subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed.

**1.3 Recitals.** All of the above and foregoing Recitals are incorporated into and made part of this Agreement.

## **ARTICLE II. REPRESENTATIONS AND WARRANTIES**

**2.1 Representations and Warranties of the City.** The City hereby represents and warrants as follows:

2.1.1 The City is a city of the third class organized and existing under the laws of the State of Missouri and is a local transportation authority within the meaning of the TDD Act.

2.1.2 The City has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its City Council, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers or officials.

2.1.3 To the best of the City's knowledge and belief, the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party.

2.1.4 To the best of the City's knowledge and belief, no official or employee of the City has any significant or conflicting interest, financial or otherwise, in the Transportation Project or in the transactions contemplated by this Agreement, except as previously disclosed to Taubman and to the City Council in accordance with Sections 105.450 to 105.496 of the Revised Statutes of Missouri, as amended.

2.1.5 Except for the proceedings related to the Petition, to the best of the City's knowledge and belief, there is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

2.1.6 This Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms, except to the extent that such enforceability is limited by (a) applicable reorganization, insolvency, receivership, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of the rights of creditors generally, as such laws may be applied in the event of a reorganization, insolvency, receivership, liquidation, readjustment of debt, moratorium applicable to the City; and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**2.2 Representations and Warranties of the District.** The District hereby represents and warrants as follows:

2.2.1 The District is a political subdivision organized and existing under the laws of the State of Missouri.

2.2.2 The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers or officials.

2.2.3 To the best of the District's knowledge and belief, the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the District is a party.

2.2.4 To the best of the District's knowledge and belief, no official or employee of the District has any significant or conflicting interest, financial or otherwise, in the Transportation Project or in the transactions contemplated by this Agreement, except as previously disclosed to the District's Board of Directors in accordance with Sections 105.450 to 105.496 of the Revised Statutes of Missouri, as amended.

2.2.5 Except for the proceedings related to the Petition, to the best of the District's knowledge and belief, there is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement.

2.2.6 This Agreement constitutes the legal, valid and binding obligation of the District, enforceable in accordance with its terms, except to the extent that such enforceability is limited by (a) applicable reorganization, insolvency, receivership, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of the rights of creditors generally, as such laws may be applied in the event of a reorganization, insolvency, receivership, liquidation, readjustment of debt, moratorium applicable to the District; and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**2.3 Representations and Warranties of Taubman.** Taubman represents and warrants as follows:

2.3.1 Taubman is a limited liability company duly organized and existing under the laws of the State of Delaware and has full corporate power to execute and deliver and perform the terms and obligations of this Agreement.

2.3.2 This Agreement constitutes the legal, valid and binding obligation of Taubman, enforceable in accordance with its terms, except to the extent that such enforceability is limited by (a) applicable reorganization, insolvency, receivership, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of the rights of creditors generally, as such laws may be applied in the event of a reorganization, insolvency, receivership, liquidation, readjustment of debt, moratorium applicable to Taubman; and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3.3 To the best of Taubman's knowledge and belief, the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by Taubman will not conflict with or result in a breach of any of the terms, conditions or provisions of, or

constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which Taubman is a party.

2.3.4 To the best of Taubman's knowledge and belief, and except for that portion of the Taubman Transportation Project that will be the subject of the Easement Agreement, no member, manager, employee or officer of Taubman has any significant or conflicting interest, financial or otherwise, in the Transportation Project to be dedicated or granted by easement to the Commission or an affected local transportation authority or in the transactions contemplated in connection therewith.

2.3.5 Except for the proceedings related to the Petition, to the best of Taubman's knowledge and belief, there is no litigation or proceeding pending or threatened against Taubman affecting the right of Taubman to execute or deliver this Agreement or the ability of Taubman to comply with its obligations under this Agreement.

**2.4 Representations and Warranties of Summit.** Summit represents and warrants as follows:

2.4.1 Summit Ice and Summit Investors are limited liability companies duly organized and existing under the laws of the State of Missouri and have full corporate power to execute and deliver and perform the terms and obligations of this Agreement.

2.4.2 This Agreement constitutes the legal, valid and binding obligation of Summit, enforceable in accordance with its terms, except to the extent that such enforceability is limited by (a) applicable reorganization, insolvency, receivership, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of the rights of creditors generally, as such laws may be applied in the event of a reorganization, insolvency, receivership, liquidation, readjustment of debt, moratorium applicable to Summit; and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.4.3 To the best of Summit's knowledge and belief, the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by Summit will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which Summit is a party.

2.4.4 To the best of the Summit's knowledge and belief, no member, manager, employee or officer of Summit has any significant or conflicting interest, financial or otherwise, in the Transportation Project or in the transactions contemplated by this Agreement.

2.4.5 Except for the proceedings related to the Petition, to the best of Summit's knowledge and belief, there is no litigation or proceeding pending or threatened against Summit affecting the right of Summit to execute or deliver this Agreement or the ability of Summit to comply with its obligations under this Agreement.

**ARTICLE III.**  
**TAUBMAN TO ACQUIRE PROPERTY, CONSTRUCT AND**  
**PAY CERTAIN COSTS RELATED TO TAUBMAN TRANSPORTATION PROJECT.**

**3.1 Construction of the Taubman Transportation Project and the Taubman Development.** Subject to Taubman's right to terminate this Agreement in accordance with Section 11.1 of this Agreement, Taubman shall acquire all property and perform all work necessary to construct the Taubman Transportation Project in accordance with the Concept Plan, the Construction Plans and all Governmental Approvals. Nothing in this Agreement shall be construed in any way as a limitation on the authority of the Commission, the City or any other affected local transportation authority to reject any aspect of the Taubman Transportation Project or to require revisions to the Construction Plans that may be inconsistent with the general description of the Taubman Transportation Project to the same extent that they could do so if such Construction Plans were submitted independent of this Agreement. In addition, subject to Taubman's right to terminate this Agreement in accordance with Section 11.1 of this Agreement, Taubman shall acquire all property and perform all work necessary to construct the Taubman Development in accordance with the construction schedule set forth in Section 3.9 of this Agreement.

**3.2 Taubman to Pay Costs of Taubman Transportation Project.** Taubman shall pay all costs as necessary to acquire all property and perform all work necessary to construct the Taubman Transportation Project, subject to Taubman's right to seek reimbursement of all Reimbursable Transportation Project Costs from the District in accordance with this Agreement.

**3.3 Acquisition of Property by Negotiation.** Taubman shall use reasonable efforts to assemble or cause to be assembled the property as necessary for the Taubman Transportation Project and the Taubman Development and shall dedicate or convey to the Commission or such other affected local transportation authority, as applicable, such property or cause such property to be dedicated or conveyed to the Commission or such other affected local transportation authority, as applicable, by negotiated purchase, donation, option, easement or lease on terms mutually acceptable to both Taubman and the Commission or such other affected local transportation authority, as applicable. Taubman shall obtain or cause to be obtained all title commitments, inspections, tests, surveys and reports; hire and retain or cause to be hired and retained all experts, professionals, including attorneys or engineers and staff; and pay or advance all costs as may be reasonably necessary or incidental to the acquisition of property for the Taubman Transportation Project and the Taubman Development. All costs described in this Section (including acquisition costs) shall be deemed Reimbursable Transportation Project Costs only to the extent such costs relate to the Taubman Transportation Project.

**3.4 No Acquisition by Condemnation.** Neither the District nor the City shall initiate eminent domain proceedings to acquire such property or interest therein as necessary for the Taubman Transportation Project.

**3.5 Environmental Prerequisites.** Prior to acquiring legal title to any parcel or parcels of real property to be dedicated to the City, Taubman and the City shall exchange all information available to each party regarding the environmental condition of such parcel or parcels. Notwithstanding anything to the contrary herein, the parties agree that a Phase I Environmental report, indicating no adverse environmental conditions, shall be deemed acceptable to all parties hereto.

**3.6 Construction Plans for the Taubman Transportation Project.** Taubman shall develop or cause to be developed the Construction Plans for the Taubman Transportation Project in accordance with the Updated Traffic Impact Study prepared by DKS Associates in association with Bernadin-Lochmueller & Associates dated November 14, 2011. The Construction Plans shall be prepared by the Consulting Engineer. To the extent that the Commission or an affected local transportation authority

other than the City will become the owner and will assume maintenance of a portion of the Taubman Transportation Project, the parties agree that, in accordance with the TDD Act, Taubman shall, on behalf of the District, submit to the Commission or such other affected local transportation authority, as applicable, the Construction Plans related to their respective portion of the Taubman Transportation Project. Approval of such portion of the Taubman Transportation Project shall then vest exclusively with the Commission or such other affected local transportation authority, as applicable, subject to the Commission or such other affected local transportation authority, as applicable, making any revisions in the Construction Plans related to such portion of the Taubman Transportation Project and, if applicable, the District and the Commission or such other affected local transportation authority, as the case may be, entering into a mutually satisfactory agreement regarding development and future maintenance of such portion of the Taubman Transportation Project.

**3.7 Governmental Approvals.** The City shall employ reasonable and good faith efforts to cooperate with Taubman and the District and to process and timely consider and respond to all applications for Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State of Missouri. The City shall cooperate with Taubman and the District in their efforts to obtain all approvals for the construction of the Taubman Transportation Project and to provide Taubman and the District with all reasonable assistance in expediting any and all permits necessary to proceed with the Taubman Transportation Project.

**3.8 Construction Management.** The District hereby approves Taubman as its construction manager for the Taubman Transportation Project and acknowledges that Taubman has the right to employ other qualified third parties to assist with construction management. Taubman shall not receive a fee for providing construction management services to the District but may pay a fee to third party contractors selected in accordance with Section 3.10 of this Agreement, which fee shall be a Reimbursable Transportation Project Cost. Except as otherwise expressly provided in this Agreement, Taubman shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management and construction of the Taubman Transportation Project, provided that the same shall, in any event, conform to and comply with the Construction Plans and all applicable state and local laws, ordinances and regulations, subject to Governmental Approvals.

**3.9 Construction Schedule for Taubman Transportation Project and Grand Opening.** Subject to force majeure and delays caused by acts of third parties, Taubman shall obtain all Governmental Approvals and other necessary approvals, including without limitation approvals of the Commission, the City and all applicable public utilities, in order to commence or cause the commencement and completion of the construction of the Taubman Transportation Project and Grand Opening in accordance with the following schedules:

Activity	Maximum Time for Performance (Absent an Event of Force Majeure)
Submit Certificate of Grand Opening	36 months after the date of execution of this Agreement
Submit Certificate of Substantial Completion of the Taubman Transportation Project	36 months after the date of execution of this Agreement

**3.10 Construction Contracts; Insurance for Taubman Transportation Project.** Taubman shall enter into all contracts for construction of the Taubman Transportation Project, which construction

contracts shall be in the name of or on behalf of the District, shall be subject to the District's approval or ratification and shall be bid and awarded in accordance with Section 238.252 of the TDD Act and the terms of the Commission Agreement, as applicable, as well as the bidding and contracting guidelines adopted by the District, which bidding and contracting guidelines shall be in substantially the form of **Exhibit I**, attached hereto and incorporated herein by reference. Prior to the commencement of construction of any portion of the Taubman Transportation Project, Taubman shall obtain or shall require that any contractor selected by Taubman obtains comprehensive general liability insurance together with an owner's contractor's policy with limits against bodily injury and property damage of not less than One Million Dollars (\$1,000,000) and builder's risk insurance coverage in an amount equal to one hundred percent (100%) of the insurable value of such portion of the Taubman Transportation Project at the date of completion. Taubman shall deliver evidence of such insurance to the District and the City, and Taubman shall require that such insurance be maintained by any such contractor for the duration of the construction of the Taubman Transportation Project.

**3.11 Taubman Transportation Project Scope; Modifications.** During the progress of the Taubman Transportation Project, Taubman may make such reasonable changes, including without limitation modification of the construction schedule (subject to the requirements of **Section 3.9** of this Agreement), modification of the areas in which the Taubman Transportation Project is to be performed or on which the Taubman Transportation Project is to be situated, revisions to the locations and configurations of improvements, revisions to the areas and scope of the Taubman Transportation Project, and any and all such other changes as site conditions or orderly development may dictate; provided, however, that: (a) Taubman shall obtain prior approval of the Commission or City or other affected local transportation authority, as applicable, of any Material Modification of the Construction Plans relating to the respective portions of the Taubman Transportation Project of which the Commission or City or other affected local transportation authority, as applicable, will become the owner; and (b) any such Material Modifications shall comply with applicable law and code, subject to any Governmental Approvals.

**3.12 Inspection.** The parties agree that the District may conduct such periodic inspections of the Taubman Transportation Project and that, upon advance, reasonable notice, the Commission or City or other affected local transportation authority may conduct such periodic inspections of that portion of the Taubman Transportation Project intended for dedication to the Commission or City or other affected local transportation authority, as applicable. In addition, Taubman shall allow authorized representatives of the District access to the work site from time to time upon 24 hours advance notice prior to the completion of each portion of the Taubman Transportation Project for reasonable inspection thereof. To the extent not limited by confidentiality obligations, Taubman shall also allow the District and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other construction-related contracts and documents pertaining to the construction of the Taubman Transportation Project as the District determines is reasonable and necessary to verify the compliance with the terms of this Agreement.

**3.13 Progress Reports to the City.** Taubman shall use reasonable efforts to keep the City reasonably informed as to the progress of the construction and development of the Taubman Transportation Project. In that regard, upon execution of this Agreement, and continuing until acceptance of the Certificate of Substantial Completion of the Taubman Transportation Project, Taubman shall provide the City with a written progress report regarding the status of the Taubman Transportation Project. Such progress reports shall be provided to the City on a quarterly basis within 45 days after the end of each calendar quarter and shall include the following information: (a) percent of work completed; (b) Transportation Project Costs incurred to date compared to budgeted Transportation Project Costs; (c) any change in the budgeted Transportation Project Costs that results in an increase in the total amount of budgeted Transportation Project Costs of more than ten percent as compared to the original budgeted Transportation Project Costs provided for in the Petition; and (d) principal amount of TDD Obligations

issued to Taubman. Taubman further agrees to provide to the City without charge such additional information as the City may reasonably request regarding the status of the Taubman Transportation Project to the extent in Taubman's possession or control. To the extent not prohibited by confidentiality obligations, Taubman shall, at the request of the City, also allow the authorized employee, officer, agent or representative of the City to inspect all architectural, engineering, demolition, construction and other construction-related contracts pertaining to the Taubman Transportation Project.

**3.14 Performance Bond for the Taubman Transportation Project.** Upon approval of Construction Plans related to all or any functional portion of the Taubman Transportation Project, Taubman shall deliver to the City a performance bond in favor of the City to guarantee the construction, installation and completion of the Taubman Transportation Project (except that portion of the Taubman Transportation Project subject to the Easement Agreement) in accordance with the approved Construction Plans and in accordance with the respective ordinances of the City regulating same. The performance bond provided in connection with the Taubman Transportation Project (except that portion of the Taubman Transportation Project subject to the Easement Agreement) shall include the following:

3.14.1 An amount sufficient to guarantee the construction, installation and completion of the Taubman Transportation Project (except that portion of the Taubman Transportation Project subject to the Easement Agreement) in accordance with the Construction Plans that have been filed with and approved by the City. In the event that changes to the Taubman Transportation Project (except that portion of the Taubman Transportation Project subject to the Easement Agreement) are made in accordance with **Section 3.11** of this Agreement such that the amount of the performance bond is deemed insufficient to guarantee the construction, installation and completion of the Taubman Transportation Project (except that portion of the Taubman Transportation Project subject to the Easement Agreement) in the reasonable estimation of the City's Director of Planning and Public Works (after consultation with Taubman, the District and the Consulting Engineer), Taubman shall increase or cause to be increased the amount of the performance bond by such amount reasonably required by the City's Director of Planning and Public Works to guarantee the construction, installation and completion of the Taubman Transportation Project (except that portion of the Taubman Transportation Project subject to the Easement Agreement);

3.14.2 A guarantee that the Taubman Transportation Project (except that portion of the Taubman Transportation Project subject to the Easement Agreement) will be constructed, installed, completed and dedicated in accordance with the construction schedule set forth in **Section 3.9** of this Agreement and that Taubman and the District shall furnish to the City a Certificate of Substantial Completion related to the Taubman Transportation Project as provided for in **Section 3.15** of this Agreement;

3.14.3 A provision that, in the event that Taubman and the District shall abandon construction of all or any functional portion of the Taubman Transportation Project (except that portion of the Taubman Transportation Project subject to the Easement Agreement) or fail to satisfactorily complete and dedicate such portion of the Taubman Transportation Project (except that portion of the Taubman Transportation Project subject to the Easement Agreement) in accordance with the construction schedule set forth in **Section 3.9** of this Agreement, the City may at any time thereafter complete, or have completed, the Taubman Transportation Project (except that portion of the Taubman Transportation Project subject to the Easement Agreement) and shall make a claim upon the performance bond pursuant to this Section and the terms of the performance bond, and to apply the proceeds therefrom to complete the Taubman Transportation Project (except that portion of the Taubman Transportation Project subject to the Easement Agreement);

3.14.4 A provision that, in the event the City reasonably determines that any portion of the Taubman Transportation Project (except that portion of the Taubman Transportation Project subject to the Easement Agreement) as constructed or installed is deficient in any material respect, that the City shall provide written notice to Taubman and the District specifying the deficiency(s) and declaring such deficiency(s) to be an event of default or a breach of this Agreement if not remedied in accordance with Section 11.6 of this Agreement. If, within 30 days after the date on which such written notice is received, Taubman or the District has not begun and diligently and with all best efforts thereafter pursued correction of all such deficiency(s), the City may, without any further notice to Taubman or the District being necessary, make a claim upon the performance bond in such amount as the City reasonably deems necessary to correct such deficiency(s) or to protect the City from damages resulting from such deficiency(s);

3.14.5 A provision that the City shall only make such a claim on the performance bond upon receipt of a written authorization from the City's Director of Planning and Public Works setting forth the amount necessary for the payment of labor and materials to be used in the construction, installation and completion of the Taubman Transportation Project (except that portion of the Taubman Transportation Project subject to the Easement Agreement).

3.14.6 A provision that the amount of the performance bond may be reduced as the work progresses under the supervision of the Consulting Engineer if the District approves a Certificate of Reimbursable Transportation Project Costs in accordance with Section 7.2 of this Agreement and the Consulting Engineer certifies to the City that the work and materials identified in such Certificate of Reimbursable Transportation Project Costs are in conformance with the Construction Plans and City ordinances relating thereto. No authorization for release shall be made until inspections have been made certifying that the Taubman Transportation Project (except that portion of the Taubman Transportation Project subject to the Easement Agreement) has been constructed in accordance with the Construction Plans and meets all requirements of the City ordinances relating thereto;

3.14.7 A provision that, upon the City's receipt of the Certificate of Substantial Completion related to the Taubman Transportation Project (except that portion of the Taubman Transportation Project subject to the Easement Agreement) as provided for in Section 3.15 of this Agreement, upon receipt of final lien waivers related thereto and upon the written approval thereof by the City's Director of Planning and Public Works (which approval shall not be unreasonably withheld, conditioned or delayed) of the full completion of the Taubman Transportation Project (except that portion of the Taubman Transportation Project subject to the Easement Agreement) in accordance with the Construction Plans and City ordinances relating thereto, the City shall release the performance bond to Taubman or the District and the surety, and no party shall have any further rights, duties or obligations thereunder.

In the event that the Commission requires a performance bond or similar security instrument from Taubman or the District to guarantee the construction, installation and completion of that portion of the Taubman Transportation Project included within the State Transportation Project in connection with the Commission Agreement, Taubman or the District, as the case may be, shall name the City as a dual obligee on such performance bond or similar security instrument. Any such performance bond or similar security instrument shall be delivered to the City prior to commencement of construction of that portion of the Taubman Transportation Project included within the State Transportation Project and shall have such terms and conditions as may be reasonably required by the Commission and are reasonably acceptable to Taubman.

**3.15 Certificate of Substantial Completion.** Promptly after completion of the Taubman Transportation Project, Taubman shall furnish a Certificate of Substantial Completion to the Consulting Engineer and shall allow the Consulting Engineer to carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be accepted by the Consulting Engineer unless the Consulting Engineer furnishes Taubman with specific written objections to the status of the Taubman Transportation Project, describing any material deviations from the approved Construction Plans and the measures required to correct such material deviations from the approved Construction Plans in reasonable detail so that the Taubman Transportation Project conforms to the certifications set forth in the Certificate of Substantial Completion. Upon acceptance of the Certificate of Completion by the Consulting Engineer, Taubman shall provide the Certificate of Substantial Completion to the District and the City, at which time the District and the City shall accept the Certificate of Substantial Completion unless, within 30 days after such submission, the District or the City furnishes Taubman with specific, material written objections to the status of the Taubman Transportation Project, describing any material deviations from the approved Construction Plans and the measures required to correct such material deviations from the approved Construction Plans in reasonable detail so that the Taubman Transportation Project conforms to the certifications set forth in the Certificate of Substantial Completion as verified by the Consulting Engineer. The Certificate of Substantial Completion shall be in substantially the form attached as Exhibit F, attached hereto and incorporated by reference herein. Failure by the City or the District to provide notice of objection within such 30 day period shall be deemed acceptance of the Certificate of Substantial Completion by the City or the District, as applicable.

**3.16 Dedication and Maintenance of Taubman Transportation Project.** Upon acceptance by the District and the City of the Certificate of Substantial Completion for the Taubman Transportation Project, Taubman or the District shall dedicate Taubman Transportation Project to the Commission or City or other affected local transportation authority, as applicable, by grant, easement or otherwise, including the conveyance of any property acquired in connection with the Taubman Transportation Project (to the extent such property is improved by the Taubman Transportation Project). The Taubman Transportation Project shall be transferred to the Commission or City or other affected local transportation authority, as applicable, for ownership and future maintenance in accordance with Section 238.275 of the TDD Act and, as applicable, the Commission Agreement. Upon acceptance of the Certificate of Substantial Completion, the City shall proceed with acceptance of the portion of the Taubman Transportation Project intended for dedication to the City in accordance with and subject to Section 238.275 of the TDD Act and the applicable City ordinances, regulations and procedures for acceptance of such projects, including without limitation the procedures for identification and correction of any deficiency(s) pertaining to the Taubman Transportation Project, for making claims against the performance bond provided in connection with the Taubman Transportation Project, for retention of the requisite portion of such performance bond after dedication of the Taubman Transportation Project and for approval of the Certificate of Substantial Completion by the City, all as set forth in Section 3.14 of this Agreement.

**3.17 Easement Agreement for Parking Lot.** The City and Taubman acknowledge and agree that, on or prior to completion of that portion of the Taubman Transportation Project involving the construction of a parking lot and related improvements for vehicular parking and pedestrian access to the Bike/Hiking Trail along the Monarch Chesterfield Levee, the City and Taubman shall enter into the Easement Agreement in a form mutually acceptable to both Taubman and the City, pursuant to which Taubman shall convey an easement to use such portion of the Taubman Transportation Project, provided that Taubman shall be obligated to maintain such portion of the Taubman Transportation Project throughout the term of the Easement Agreement. Pursuant to Section 238.225 of the TDD Act, the Easement Agreement shall constitute a mutually satisfactory agreement for future maintenance of such portion of the Taubman Transportation Project upon conveyance to the City.

**3.18 Regulation of the Taubman Transportation Project.** All laws of the State of Missouri and all ordinances, regulations and procedures of the City relating to maintaining, signing, damaging and obstructing of streets or roadways shall apply to the Taubman Transportation Project. All portions of the Taubman Transportation Project (except that portion of the Taubman Transportation Project subject to the Easement Agreement) shall be treated as streets, roads or improvements within the City for purposes of such City's police powers with respect to such improvements and the District shall have no police powers or authority with respect to such streets, roads or improvements. For outdoor advertising and junkyard control purposes, all or any portion of the Taubman Transportation Project may be designated by the City as a part of its street or road system. The District may not limit and control access from adjacent property to the Taubman Transportation Project without the prior consent of the City. Notwithstanding the provisions of Section 238.270 of the TDD Act, the Taubman Transportation Project shall not be under the control and jurisdiction of the District during its existence.

**ARTICLE IV.  
SUMMIT TO CONSTRUCT AND  
PAY CERTAIN COSTS RELATED TO SUMMIT TRANSPORTATION PROJECT.**

**4.1 Construction of the Summit Transportation Project and the Summit Development.** Subject to Summit's right to terminate this Agreement in accordance with Section 11.2 of this Agreement, to the extent that Summit undertakes all or any functional portion of the Summit Transportation Project, Summit may acquire all property and perform all work necessary to construct all or any functional portion of the Summit Transportation Project in accordance with the Construction Plans and all Governmental Approvals. Nothing in this Agreement shall be construed in any way as a limitation on the authority of the Commission, the City or any other affected local transportation authority to reject any aspect of the Summit Transportation Project or to require revisions to the Construction Plans that may be inconsistent with the general description of the Summit Transportation Project to the same extent that they could do so if such Construction Plans were submitted independent of this Agreement. In addition, subject to Summit's right to terminate this Agreement in accordance with Section 11.2 of this Agreement, Summit may acquire all property and perform all work necessary to construct the Summit Development in accordance with the construction schedule set forth in Section 4.9 of this Agreement.

**4.2 Summit to Pay Costs of Summit Transportation Project.** To the extent that Summit undertakes all or any functional portion of the Summit Transportation Project, Summit shall pay all costs as necessary to acquire all property and perform all work necessary to construct the Summit Transportation Project, subject to Summit's right to seek reimbursement of all Reimbursable Transportation Project Costs from the District in accordance with this Agreement. To the extent that the District has issued Bonds in a principal amount sufficient to create a project fund for payment of Transportation Project Costs related to the Summit Transportation Project, Summit may submit a requisition to the District in accordance with the Bond Resolution for disbursement of proceeds of the Bonds to make direct payment of all or any portion of the Transportation Project Costs related to the Summit Transportation Project.

**4.3 Acquisition of Property by Negotiation.** To the extent that Summit undertakes all or any functional portion of the Summit Transportation Project, Summit shall use reasonable efforts to assemble or cause to be assembled the property as necessary for the Summit Transportation Project or any functional portion thereof and shall dedicate or convey to the Commission or such other affected local transportation authority, as applicable, such property or cause such property to be dedicated or conveyed to the Commission or such other affected local transportation authority, as applicable, by negotiated purchase, donation, option, easement or lease on terms mutually acceptable to both Summit and the Commission or such other affected local transportation authority, as applicable. To the extent that Summit undertakes all or any functional portion of the Summit Transportation Project, Summit shall

obtain or cause to be obtained all title commitments, inspections, tests, surveys and reports; hire and retain or cause to be hired and retained all experts, professionals, including attorneys or engineers and staff; and pay or advance all costs as may be reasonably necessary or incidental to the acquisition of property for the Summit Transportation Project or any functional portion thereof. All costs described in this Section (including acquisition costs) shall be deemed Reimbursable Transportation Project Costs. To the extent that the District has issued Bonds in a principal amount sufficient to create a project fund for payment of Transportation Project Costs related to the Summit Transportation Project, Summit may submit a requisition to the District in accordance with the Bond Resolution for disbursement of proceeds of the Bonds to make direct payment of all or any portion of the Transportation Project Costs related to the Summit Transportation Project.

**4.4 No Acquisition by Condemnation.** Neither the District nor the City shall initiate eminent domain proceedings to acquire such property or interest therein as necessary for the Summit Transportation Project.

**4.5 Environmental Prerequisites.** Prior to acquiring legal title to any parcel or parcels of real property to be dedicated to the City, Summit and the City shall exchange all information available to each party regarding the environmental condition of such parcel or parcels. Notwithstanding anything to the contrary herein, the parties agree that a Phase I Environmental report, indicating no adverse environmental conditions, shall be deemed acceptable to all parties hereto.

**4.6 Construction Plans for the Summit Transportation Project.** To the extent that Summit undertakes all or any functional portion of the Summit Transportation Project, Summit shall develop or cause to be developed the Construction Plans for the Summit Transportation Project. The Construction Plans shall be prepared by an engineer or architect licensed in the State of Missouri and retained by Summit with the consent of the City for the purpose of developing plans and specifications for the Summit Transportation Project. To the extent that the Commission or an affected local transportation authority other than the City will become the owner and will assume maintenance of a portion of the Summit Transportation Project, the parties agree that, in accordance with the TDD Act, Summit shall, on behalf of the District, submit to the Commission or such other affected local transportation authority, as applicable, the Construction Plans related to their respective portion of the Summit Transportation Project. Approval of such portion of the Summit Transportation Project shall then vest exclusively with the Commission or such other affected local transportation authority, as applicable, subject to the Commission or such other affected local transportation authority, as applicable, making any revisions in the Construction Plans related to such portion of the Summit Transportation Project and, if applicable, the District and the Commission or such other affected local transportation authority, as the case may be, entering into a mutually satisfactory agreement regarding development and future maintenance of such portion of the Summit Transportation Project.

**4.7 Governmental Approvals.** To the extent that Summit undertakes all or any functional portion of the Summit Transportation Project, the City shall employ reasonable and good faith efforts to cooperate with Summit and the District and to process and timely consider and respond to all applications for Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State of Missouri. The City shall cooperate with Summit and the District in their efforts to obtain all approvals for the construction of the Summit Transportation Project and to provide Summit and the District with all reasonable assistance in expediting any and all permits necessary to proceed with the Summit Transportation Project.

**4.8 Construction Management.** The District hereby approves Summit as its construction manager for the Summit Transportation Project and acknowledges that Summit has the right to employ other qualified third parties to assist with construction management. Summit shall not receive a fee for

providing construction management services to the District but may pay a fee to third party contractors selected in accordance with Section 4.10 of this Agreement, which fee shall be a Reimbursable Transportation Project Cost. Except as otherwise expressly provided in this Agreement, Summit shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management and construction of the Summit Transportation Project, provided that the same shall, in any event, conform to and comply with the Construction Plans and all applicable state and local laws, ordinances and regulations, subject to Governmental Approvals.

**4.9 Construction Schedule for Summit Transportation Project.** To the extent that Summit undertakes all or any functional portion of the Summit Transportation Project and subject to force majeure and delays caused by acts of third parties, Summit shall obtain all Governmental Approvals and other necessary approvals, including without limitation approvals of the Commission, the City and all applicable public utilities, in order to commence or cause the commencement and completion of the construction of the Summit Transportation Project in accordance with the following schedules:

Activity	Maximum Time for Performance (Absent an Event of Force Majeure)
Obtain approval of the Construction Plans pertaining to all or any functional portion of the Summit Transportation Project by the Commission, the City or other local transportation authority	60 months after the date of execution of the Certificate of Grand Opening
Submit Certificate of Substantial Completion of all or any functional portion of the Summit Transportation Project	36 months after obtaining approval of the Construction Plans pertaining to the Summit Transportation Project

**4.10 Construction Contracts; Insurance for Summit Transportation Project.** To the extent that Summit undertakes all or any functional portion of the Summit Transportation Project, Summit shall enter into all contracts for construction of the Summit Transportation Project, which construction contracts shall be in the name of or on behalf of the District, shall be subject to the District's approval or ratification and shall be bid and awarded in accordance with Section 238.252 of the TDD Act and the terms of the Commission Agreement, as applicable, as well as the bidding and contracting guidelines adopted by the District, which bidding and contracting guidelines shall be in substantially the form of Exhibit I, attached hereto and incorporated herein by reference. Prior to the commencement of construction of any portion of the Summit Transportation Project, Summit shall obtain or shall require that any contractor selected by Summit obtains comprehensive general liability insurance together with an owner's contractor's policy with limits against bodily injury and property damage of not less than One Million Dollars (\$1,000,000) and builder's risk insurance coverage in an amount equal to one hundred percent (100%) of the insurable value of such portion of the Summit Transportation Project at the date of completion. Summit shall deliver evidence of such insurance to the District and the City, and Summit shall require that such insurance be maintained by any such contractor for the duration of the construction of the Summit Transportation Project.

**4.11 Summit Transportation Project Scope; Modifications.** During the progress of all or any portion of the Summit Transportation Project, Summit may make such reasonable changes, including without limitation modification of the construction schedule (subject to the requirements of Section 4.9 of this Agreement), modification of the areas in which the Summit Transportation Project is to be performed or on which the Summit Transportation Project is to be situated, revisions to the locations and

configurations of improvements, revisions to the areas and scope of the Summit Transportation Project, and any and all such other changes as site conditions or orderly development may dictate; provided, however, that: (a) Summit shall obtain prior approval of the Commission or City or other affected local transportation authority, as applicable, of any Material Modification of the Construction Plans relating to the respective portions of the Summit Transportation Project of which the Commission or City or other affected local transportation authority, as applicable, will become the owner; and (b) any such Material Modifications shall comply with applicable law and code, subject to any Governmental Approvals.

**4.12 Inspection.** To the extent that Summit undertakes all or any functional portion of the Summit Transportation Project, the parties agree that the District may conduct such periodic inspections of the Summit Transportation Project and that, upon advance, reasonable notice, the Commission or City or other affected local transportation authority may conduct such periodic inspections of that portion of the Summit Transportation Project intended for dedication to the Commission or City or other affected local transportation authority, as applicable. In addition, Summit shall allow authorized representatives of the District access to the work site from time to time upon 24 hours advance notice prior to the completion of each portion of the Summit Transportation Project for reasonable inspection thereof. To the extent not limited by confidentiality obligations, Summit shall also allow the District and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other construction-related contracts and documents pertaining to the construction of the Summit Transportation Project as the District determines is reasonable and necessary to verify the compliance with the terms of this Agreement.

**4.13 Progress Reports to the City.** To the extent that Summit undertakes all or any functional portion of the Summit Transportation Project, Summit shall use reasonable efforts to keep the City reasonably informed as to the progress of the construction and development of the Summit Transportation Project. In that regard, upon approval of the Construction Plans pertaining to all or any functional portion of the Summit Transportation Project by the Commission, the City or other local transportation authority and continuing until acceptance of the Certificate of Substantial Completion of all or any functional portion of the Summit Transportation Project, Summit shall provide the City with a written progress report regarding the status of the Summit Transportation Project. Such progress reports shall be provided to the City on a quarterly basis within 45 days after the end of each calendar quarter and shall include the following information: (a) percent of work completed; (b) Transportation Project Costs incurred to date compared to budgeted Transportation Project Costs; (c) any change in the budgeted Transportation Project Costs that results in an increase in the total amount of budgeted Transportation Project Costs of more than ten percent as compared to the original budgeted Transportation Project Costs provided for in the Petition; and (d) principal amount of TDD Obligations issued. Summit further agrees to provide to the City without charge such additional information as the City may reasonably request regarding the status of the Summit Transportation Project to the extent in Summit's possession or control. To the extent not prohibited by confidentiality obligations, Summit shall, at the request of the City, also allow the authorized employee, officer, agent or representative of the City to inspect all architectural, engineering, demolition, construction and other construction-related contracts pertaining to the Summit Transportation Project.

**4.14 Performance Bond for the Summit Transportation Project.** Upon approval of Construction Plans related to all or any functional portion of the Summit Transportation Project, Summit shall deliver to the City a performance bond in favor of the City to guarantee the construction, installation and completion of all or any such functional portion of the Summit Transportation Project in accordance with the approved Construction Plans and in accordance with the respective ordinances of the City regulating same. The performance bond provided in connection with the Summit Transportation Project shall include the following:

4.14.1 An amount sufficient to guarantee the construction, installation and completion of all or any such functional portion of the Summit Transportation Project in accordance with the Construction Plans that have been filed with and approved by the City. In the event that changes to all or any such functional portion of the Summit Transportation Project are made in accordance with Section 4.11 of this Agreement such that the amount of the performance bond is deemed insufficient to guarantee the construction, installation and completion of all or any such functional portion of the Summit Transportation Project in the reasonable estimation of the City's Director of Planning and Public Works (after consultation with Summit, the District and any engineer or architect licensed in the State of Missouri and retained by Summit with the consent of the City for the purpose of developing plans and specifications for the Summit Transportation Project), Summit shall increase or cause to be increased the amount of the performance bond by such amount reasonably required by the City's Director of Planning and Public Works to guarantee the construction, installation and completion of all or any such functional portion of the Summit Transportation Project;

4.14.2 A guarantee that the all or any such functional portion of the Summit Transportation Project will be constructed, installed, completed and dedicated in accordance with the construction schedule set forth in Section 4.9 of this Agreement and that Summit and the District shall furnish to the City a Certificate of Substantial Completion related to all or any such functional portion of the Summit Transportation Project as provided for in Section 4.15 of this Agreement;

4.14.3 A provision that, in the event that Summit and the District shall abandon construction of all or any functional portion of the Summit Transportation Project to which the bond relates, or fail to satisfactorily complete and dedicate all or any such functional portion of the Summit Transportation Project to which the bond relates in accordance with the construction schedule set forth in Section 4.9 of this Agreement, the City may at any time thereafter complete, or have completed, all or any such functional portion of the Summit Transportation Project to which the bond relates and shall make a claim upon the performance bond pursuant to this Section and the terms of the performance bond, and to apply the proceeds therefrom to complete all or any such functional portion of the Summit Transportation Project;

4.14.4 A provision that, in the event the City reasonably determines that all or any such functional portion of the Summit Transportation Project as constructed or installed is deficient in any material respect, that the City shall provide written notice to Summit and the District specifying the deficiency(s) and declaring such deficiency(s) to be an event of default or a breach of this Agreement if not remedied in accordance with Section 11.6 of this Agreement. If, within 30 days after the date on which such written notice is received, Summit or the District has not begun and diligently and with all best efforts thereafter pursued correction of all such deficiency(s), the City may, without any further notice to Summit or the District being necessary, make a claim upon the performance bond in such amount as the City reasonably deems necessary to correct such deficiency(s) or to protect the City from damages resulting from such deficiency(s);

4.14.5 A provision that the City shall only make such a claim on the performance bond upon receipt of a written authorization from the City's Director of Planning and Public Works setting forth the amount necessary for the payment of labor and materials to be used in the construction, installation and completion of all or any such functional portion of the Summit Transportation Project.

4.14.6 A provision that the amount of the performance bond may be reduced as the work progresses under the supervision of any engineer or architect licensed in the State of Missouri and retained by Summit with the consent of the City for the purpose of developing plans and specifications for the Summit Transportation Project if the District approves a Certificate of Reimbursable Transportation Project Costs in accordance with Section 7.2 of this Agreement and such engineer or architect certifies to the City that the work and materials identified in such Certificate of Reimbursable Transportation Project Costs are in conformance with the Construction Plans and City ordinances relating thereto. No authorization for release shall be made until inspections have been made certifying that all or any such functional portion of the Summit Transportation Project has been constructed in accordance with the Construction Plans and meets all requirements of the City ordinances relating thereto;

4.14.7 A provision that, upon the City's receipt of the Certificate of Substantial Completion related to all or any functional portion of the Summit Transportation Project as provided for in Section 4.15 of this Agreement, upon receipt of final lien waivers related thereto and upon the written approval thereof by the City's Director of Planning and Public Works (which approval shall not be unreasonably withheld, conditioned or delayed) of the full completion of all or any such functional portion of the Summit Transportation Project in accordance with the Construction Plans and City ordinances relating thereto, the City shall release the performance bond to Summit or the District and the surety, and no party shall have any further rights, duties or obligations thereunder.

In the event that the Commission requires a performance bond or similar security instrument from Summit or the District to guarantee the construction, installation and completion of any portion of the Summit Transportation Project included within the State Transportation Project in connection with the Commission Agreement, Summit or the District, as the case may be, shall name the City as a dual obligee on such performance bond or similar security instrument. Any such performance bond or similar security instrument shall be delivered to the City prior to commencement of construction of that portion of the Summit Transportation Project included within the State Transportation Project and shall have such terms and conditions as may be reasonably required by the Commission and are reasonably acceptable to Summit.

**4.15 Certificate of Substantial Completion.** Promptly after completion of all or any functional portion of the Summit Transportation Project, Summit shall furnish a Certificate of Substantial Completion to the engineer or architect licensed in the State of Missouri and retained by Summit with the consent of the City for the purpose of developing plans and specifications for the Summit Transportation Project and shall allow such engineer or architect to carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be accepted by such engineer or architect unless the engineer or architect furnishes Summit with specific written objections to the status of all or any functional portion of the Summit Transportation Project to which the Certificate relates, describing any material deviations from the approved Construction Plans and the measures required to correct such material deviations from the approved Construction Plans in reasonable detail so that the Summit Transportation Project conforms to the certifications set forth in the Certificate of Substantial Completion. Upon acceptance of the Certificate of Completion by the engineer or architect, Summit shall provide the Certificate of Substantial Completion to the District and the City, at which time the District and the City shall accept the Certificate of Substantial Completion unless, within 30 days after such submission, the District or the City furnishes Summit with specific, material written objections to the status of all or any functional portion of the Summit Transportation Project to which the Certificate relates, describing any material deviations from the approved Construction Plans and the measures required to correct such material deviations from the approved Construction Plans in reasonable detail so

that the Summit Transportation Project conforms to the certifications set forth in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be in substantially the form attached as Exhibit G, attached hereto and incorporated by reference herein. Failure by the City or the District to provide notice of objection within such 30 day period shall be deemed acceptance of the Certificate of Substantial Completion by the City or the District, as applicable.

**4.16 Dedication and Maintenance of Summit Transportation Project.** Upon acceptance by the District and the City of the Certificate of Substantial Completion for all or any functional portion of the Summit Transportation Project, Summit or the District shall dedicate all or any such functional portion of the Summit Transportation Project to the Commission or City or other affected local transportation authority, as applicable, by grant, easement or otherwise, including the conveyance of any property acquired in connection with all or any such functional portion of the Summit Transportation Project (to the extent such property is improved by the Summit Transportation Project). At such time, all or any such functional portion of the Summit Transportation Project shall be transferred to the Commission or City or other affected local transportation authority, as applicable, for ownership and future maintenance in accordance with Section 238.275 of the TDD Act and, as applicable, the Commission Agreement. Upon acceptance of the Certificate of Substantial Completion, the City shall proceed with acceptance of the portion of the Summit Transportation Project intended for dedication to the City in accordance with and subject to Section 238.275 of the TDD Act and the applicable City ordinances, regulations and procedures for acceptance of such projects, including without limitation the procedures for identification and correction of any deficiency(s) pertaining to all or any functional portion of the Summit Transportation Project, for making claims against the performance bond provided in connection with all or any functional portion of the Summit Transportation Project, for retention of the requisite portion of such performance bond after dedication of all or any functional portion of the Summit Transportation Project and for approval of the Certificate of Substantial Completion by the City, all as set forth in Section 4.14 of this Agreement.

**4.17 Regulation of the Summit Transportation Project.** All laws of the State of Missouri and all ordinances, regulations and procedures of the City relating to maintaining, signing, damaging and obstructing of streets or roadways shall apply to the Summit Transportation Project. All portions of the Summit Transportation Project shall be treated as streets, roads or improvements within the City for purposes of such City's police powers with respect to such improvements and the District shall have no police powers or authority with respect to such streets, roads or improvements. For outdoor advertising and junkyard control purposes, all or any portion of the Summit Transportation Project may be designated by the City as a part of its street or road system. The District may not limit and control access from adjacent property to the Summit Transportation Project without the prior consent of the City. Notwithstanding the provisions of Section 238.270 of the TDD Act, the Summit Transportation Project shall not be under the control and jurisdiction of the District during its existence.

**ARTICLE V.  
CITY TO ACQUIRE PROPERTY, CONSTRUCT AND  
PAY CERTAIN COSTS RELATED TO CITY TRANSPORTATION PROJECT.**

**5.1 Construction of the City Transportation Project.** Subject to the City's right to terminate this Agreement in accordance with Section 11.3 of this Agreement, the City may acquire all property and perform all work necessary to construct all or any functional portion of the City Transportation Project. To the extent that the City undertakes all or any functional portion of the City Transportation Project, the City shall be responsible for preparing Construction Plans related to all or any such functional portion of the City Transportation Project and for obtaining all necessary approvals of the Commission or any other affected local transportation authority that may be required in connection therewith. Prior to commencement of construction of all or any functional portion of the City

Transportation Project, the City shall provide reasonable advance notice to the District of any approved Construction Plans. To the extent that the City undertakes that portion of the City Transportation Project involving construction of a collector-distributor road system between Chesterfield Parkway and Boone's Crossing, the City shall also construct or provide District funds to enable Taubman to construct such upgrades to the entrances from North Outer Forty Drive to the Taubman Property as may be required by the County pursuant to terms mutually satisfactory to both Taubman and the City.

**5.2 Payment of Costs of City Transportation Project.** To the extent that the City undertakes all or any functional portion of the City Transportation Project, the City may pay all costs as necessary to acquire all property and perform all work necessary to construct the City Transportation Project, subject to City's right to seek reimbursement of all Reimbursable Transportation Project Costs from the District in accordance with this Agreement. If the District has issued Bonds in a principal amount sufficient to create a project fund for payment of Transportation Project Costs related to the City Transportation Project, the City may submit a requisition to the Trustee in accordance with the Bond Resolution for disbursement of proceeds of the Bonds to make direct payment of all or any portion of the Transportation Project Costs related to the City Transportation Project.

**5.3 Acquisition of Property by Negotiation.** To the extent that the City undertakes all or any functional portion of the City Transportation Project, the City shall be responsible for acquiring or causing to be acquired all property necessary for the City Transportation Project or any functional portion thereof. To the extent that the City pays any costs associated with such property acquisition related to the City Transportation Project, any and all such costs shall be deemed Reimbursable Transportation Project Costs and the District shall reimburse the City in accordance with this Agreement. To the extent that the District has issued Bonds in a principal amount sufficient to create a project fund for payment of Transportation Project Costs related to the City Transportation Project, any and all such costs shall be deemed Transportation Project Costs and the City may submit a requisition to the Trustee in accordance with the Bond Resolution for disbursement of proceeds of the Bonds to make direct payment of all or any portion of such costs.

**5.4 Construction Contracts for City Transportation Project.** To the extent that the City undertakes all or any functional portion of the City Transportation Project, the City shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management and construction of the City Transportation Project, provided that the same shall, in any event, conform to and comply with the Construction Plans and all applicable state and local laws, ordinances and regulations. The City shall enter into all contracts for construction of the City Transportation Project, which construction contracts shall be competitively bid and shall be awarded in accordance with all respective statutes, ordinance and regulations governing public works contracts. The City may enter into such contracts in its own name or in the name of or on behalf of the District, in which case such contracts shall be subject to the District's approval or ratification and shall be bid and awarded in accordance with Section 238.252 of the TDD Act and the terms of the Commission Agreement, as applicable, as well as the bidding and contracting guidelines adopted by the District, which bidding and contracting guidelines shall be in substantially the form of **Exhibit I**, attached hereto and incorporated herein by reference.

**5.5 City Transportation Project Scope; Modifications.** During the progress of all or any portion of the City Transportation Project, the City may make such reasonable changes, including without limitation modification of the areas in which the City Transportation Project is to be performed or on which the City Transportation Project is to be situated, expansion or deletion of items, revisions to the locations and configurations of improvements, revisions to the areas and scope of the City Transportation Project, and any and all such other changes as site conditions or orderly development may dictate; provided, however, that the District shall have no obligation to contribute any additional funding over the maximum amount of Reimbursable Transportation Project Costs for the City Transportation Project as

identified in Exhibit H, attached hereto and incorporated herein by reference, and further provided that the City shall notify the District of any material modifications to the City Transportation Project that are reasonably anticipated to increase the overall cost of the City Transportation Project by more than ten percent.

**5.6 Progress Reports; Notice of Completion.** To the extent that the City undertakes all or any functional portion of the City Transportation Project, the City shall keep the District reasonably informed as to the progress of the construction and development of the City Transportation Project. At the District's request, the City shall provide the District with a written progress report on a quarterly basis within 45 days after the end of each calendar quarter, which progress reports shall include the following information: (a) percent of work completed; (b) Transportation Project Costs incurred to date compared to budgeted Transportation Project Costs; (c) any change in the budgeted Transportation Project Costs that results in an increase in the total amount of budgeted Transportation Project Costs of more than ten percent as compared to the original budgeted Transportation Project Costs provided for in the Petition; and (d) principal amount of TDD Obligations issued. Promptly after completion of all or any functional portion of the City Transportation Project, the City shall provide written notice to the District of the completion of all or such functional portion of the City Transportation Project.

**5.7 Regulation of the City Transportation Project.** All laws of the State of Missouri and all ordinances, regulations and procedures of the City relating to maintaining, signing, damaging and obstructing of streets or roadways shall apply to the City Transportation Project. All portions of the City Transportation Project shall be treated as streets, roads or improvements within the City for purposes of such City's police powers with respect to such improvements and the District shall have no police powers or authority with respect to such streets, roads or improvements. For outdoor advertising and junkyard control purposes, all or any portion of the City Transportation Project may be designated by the City as a part of its street or road system. The District may not limit and control access from adjacent property to the Summit Transportation Project without the prior consent of the City. Notwithstanding the provisions of Section 238.270 of the TDD Act, the City Transportation Project shall be under the control and jurisdiction of the City at all times during the existence of the District.

## **ARTICLE VI. TRANSPORTATION DEVELOPMENT DISTRICT**

**6.1 Reimbursement of Taubman for Costs of Filing and Defending the Petition, for Funds Advanced to the City and for District's Initial Operating Expenses.** Subject to this Agreement, the District shall reimburse Taubman for all costs of filing and defending the Petition, all publication and incidental costs incurred in obtaining the Court's order declaring the District organized, all funds advanced to the City pursuant to the Funding Agreement and all costs incurred in the negotiation and preparation of this Agreement and the Commission Agreement, including without limitation Taubman's reasonable attorneys' fees. Until such time as the District receives the Certificate of Grand Opening, Taubman shall pay all operating expenses necessary or appropriate for the operation and maintenance of the District. Subject to **ARTICLE VIII** of this Agreement, the District shall reimburse Taubman for all such operating expenses. All costs and expenses incurred or paid by Taubman in accordance with this Section shall be deemed Reimbursable Transportation Project Costs.

**6.2 Reimbursement of Summit for Costs of Filing and Defending the Petition.** Subject to **ARTICLE VIII** of this Agreement, the District shall reimburse Summit for all costs of filing and defending the Petition and all costs incurred in the negotiation and preparation of this Agreement and the Commission Agreement, including without limitation Summit's reasonable attorneys' fees. All costs and expenses incurred or paid by Summit in accordance with this Section shall be deemed Reimbursable Transportation Project Costs.

**6.3 District's Board of Directors.** The District's board of directors shall consist of five members elected on a one-vote-per-acre basis in accordance with Section 238.220.2(2) of the TDD Act, provided that, so long as any Taubman Notes remain outstanding, Taubman and Summit shall nominate a slate of candidates to serve on the District's Board of Directors that includes at least three representatives of Taubman, at least one representative of the City and at least one representative of Summit. Upon repayment in full of the Taubman Notes, Taubman and Summit shall nominate a slate of candidates to serve on the District's Board of Directors that includes at least three representatives of the City and at least one representative of Taubman and at least one representative of Summit.

**6.4 TDD Sales Tax.** The District shall impose the TDD Sales Tax in accordance with Section 238.235, which TDD Sales Tax shall be imposed at a rate of five eighths of one percent (5/8%) for a period of not longer than 40 years from the date on which such TDD Sales Tax is first imposed. All TDD Revenues attributable to the TDD Sales Tax shall be deposited into the TDD Trust Fund to provide for the payment of Reimbursable Transportation Project Costs and TDD Administrative Costs incurred in connection with the Transportation Project, including without limitation the transfer of such TDD Revenues to the Trustee to be deposited into segregated accounts of a revenue fund held in the custody of the Trustee to provide for the repayment of TDD Obligations issued in accordance with this Agreement and the Note Resolution or Bond Resolution, as applicable.

**6.5 District Engage the Administrator.** The District shall engage the Administrator as its agent to perform all functions provided herein relating to the administration, enforcement and operation of the TDD Sales Tax, as more specifically provided in Sections 8.2 to 8.6 of this Agreement. The District may, in its discretion, assign such other general administrative duties to the Administrator, including without limitation financial and administrative support in connection with the District's exercise of its contractual powers, preparation of financial statements and annual operating budgets, issuance of indebtedness (including without limitation the TDD Obligations), obtaining insurance, obtaining audits, exercise of general powers of the District and abolishing the District. The fees and expenses of the Administrator shall be deemed TDD Administrative Costs and shall be paid as provided for in this Agreement.

**6.6 TDD Administrative Costs.** The District shall reimburse Taubman and Summit for all TDD Administrative Costs in accordance with Sections 6.1-.2 of this Agreement. Upon its receipt of the Certificate of Grand Opening, the District shall be responsible for payment of its on-going TDD Administrative Costs out of TDD Revenues deposited into the Operating Fund.

**6.7 No Other Funding Mechanisms.** Other than the TDD Sales Tax, the District shall impose no other tax, assessment, toll or charge whatsoever without the written consent of the City, Taubman, Summit and approval of the qualified voters within the District in accordance with the TDD Act.

**6.8 Covenants Related to the District.** Subject to their respective rights of termination pursuant to Sections 11.1-.2 of this Agreement, Taubman and Summit covenant as follows:

6.8.1 Taubman and Summit shall not object to the City's designation as a "local transportation authority" within the meaning of Section 238.202 of the TDD Act.

6.8.2 Taubman and Summit shall in good faith cooperate and assist in obtaining approval for and levying of the TDD Sales Tax contemplated by this Agreement by voting to approve the TDD Sales Tax at an election held in accordance with Section 238.216 of the TDD Act.

6.8.3 Taubman and Summit shall in good faith cooperate and assist the District by taking all reasonable actions necessary to cause TDD Revenues to be paid and deposited into the TDD Trust Fund, including its cooperation with the District and its Administrator in the enforcement of all such payments through all reasonable and ordinary means of enforcement.

6.8.4 Taubman and Summit shall, with respect to real property owned by Taubman or Summit and leased, sold or transferred to a business engaged in sales at retail within the District, use its reasonable efforts to require as part of each lease, sale or transfer agreement that each and every such retailer (i) adds the TDD Sales Tax to the retailer's sales price and when so added such TDD Sales Tax shall constitute a part of the sales price, shall be a debt of the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as the purchase price, all as provided for in Section 238.235 of the TDD Act; (ii) prominently displays the rate of the TDD Sales Tax in accordance with Section 238.280 of the TDD Act; (iii) provides the District with its sales tax identification number, physical address, contact information for the appropriate individual responsible for collection and remittance of the TDD Sales Tax and any other information required by the Missouri Department of Revenue to collect the TDD Sales Tax, (iv) reports the amount of TDD Sales Tax to the Missouri Department Revenue on its Form 53-1 or any form subsequently required by the Missouri Department of Revenue; (v) pays such TDD Sales Tax to the District for deposit in the TDD Trust Fund; and (vi) receives notice that, in the event of a failure to report or pay the TDD Sales Tax when due, the District may pursue any means of enforcement as provided by state law.

6.8.5 Taubman and Summit waive the right to file suit to set aside the TDD Sales Tax or otherwise question the validity of the proceedings relating thereto.

6.8.6 Taubman and Summit shall notify the District in writing of any sale, ground lease, transfer or other disposition of any real property within the District that is owned by Taubman or a related entity or by Summit or a related entity, which notice shall be given within a reasonable time after the date of said sale, ground lease, transfer or other disposition. Said notice shall specify the name and address of the person or entity that acquired any or all of the real property located within the District and shall identify the real property sold, ground leased, transferred or otherwise disposed, whether by voluntary transfer or otherwise.

6.8.7 Taubman and Summit shall cooperate with the District to obtain approval of any proposal for the abolishment of the District pursuant to Section 238.275 of the TDD Act.

6.8.8 Upon execution of this Agreement and so long as any TDD Obligations are outstanding, Taubman and Summit shall, in the development and selling, leasing or transferring of any real property within the District owned by Taubman or a related entity or by Summit or a related entity, use reasonable efforts to select purchasers, tenants or transferees that will produce a higher volume of TDD Sales Tax, all other economic terms and conditions being equal. The foregoing shall not apply to the sale, lease or transfer of all or any portion of the Taubman Property or the Summit Property to a purchaser, tenant or transferee that intends to operate a business that will be primarily engaged in sales at retail.

The covenants of Taubman and Summit in this Section shall run with the land to any purchaser, tenant or transferee of any of the real property owned or acquired by Taubman or Summit within the District and Taubman and Summit shall record or cause to be recorded a memorandum of such covenants with the Office of the Recorder of Deeds of St. Louis County, Missouri. Upon execution of this Agreement, Taubman and Summit shall use reasonable efforts to specifically include the covenants in this Section in all deeds, leases by which Taubman or Summit conveys an interest in real property within the

District, and other instruments by which Taubman or Summit conveys an interest in real property within the District.

**6.9 City's Covenants Related to the District.** Subject to its right of termination pursuant to Section 11.3 of this Agreement, the City covenants and agrees as follows:

6.9.1 The City shall in good faith cooperate and assist in obtaining approval for and levying of the TDD Sales Tax contemplated by this Agreement at an election held in accordance with Section 238.216 of the TDD Act.

6.9.2 The City waives the right to file suit to set aside the TDD Sales Tax or otherwise question the validity of the proceedings relating thereto.

6.9.3 The City shall cooperate with the District to obtain approval of any proposal for the abolishment of the District pursuant to Section 238.275 of the TDD Act.

**6.10 No Additional Transportation Projects.** The District shall not seek authorization for projects within the meaning of the TDD Act other than those projects described as part of the Transportation Project and shall not issue TDD Obligations to fund any Reimbursable Transportation Project Costs in excess of the amount set forth in Section 7.1 of this Agreement without the prior approval of the City Council, Taubman and Summit.

**6.11 Federal Work Authorization Program.** Taubman and Summit acknowledge that Section 285.530 of the Revised Statutes of Missouri, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri, and that, to the extent that Taubman and Summit are required to comply with the provisions of Section 285.530 of the Revised Statutes of Missouri, as amended, as a condition to the receipt of the incentives described herein with respect to their respective employees working in connection with the Taubman Transportation Project and the Taubman Development or the Summit Transportation Project and the Summit Development, as the case may be. At the time of submission of each Certificate of Reimbursable Project Costs and each Certificate of Substantial Completion, Taubman and Summit, as the case may be, shall provide a sworn affidavit in substantially the form set forth as Exhibit J, attached hereto and incorporated herein by reference, and supporting documentation affirming participation in a qualified work authorization program as evidence of its compliance with Section 285.530 of the Revised Statutes of Missouri with respect to the employees of Taubman working in connection with the Taubman Transportation Project and the Taubman Development or with respect to the employees of Summit working in connection with the Summit Transportation Project and the Summit Development.

**6.12 Future Special Taxing District Formation.** Except as set forth below, Taubman, Summit and the District (including their successors and assigns, and any entities related thereto) hereby covenant and agree that they will not directly or indirectly challenge, or participate in any challenges to, the formation of any special taxing district within the jurisdiction of the City, or otherwise question the validity of the proceedings related thereto, including without limitation the formation of any transportation development district pursuant to the TDD Act, or any community improvement district pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended. Further, Taubman, Summit and the District (including their successors and assigns, and any entities related thereto) hereby waive any right they may otherwise have to do so. In the event that such action is taken prior to imposition of the TDD Sales Tax, then Taubman, Summit and the District shall immediately proceed with the abolishment of the District. The foregoing shall not apply to the formation of any transportation development district, community improvement district or other

special taxing district being formed or proposed on the Taubman Property or the Summit Property, which Taubman, Summit and the District shall still have the right to challenge.

**ARTICLE VII.**  
**REIMBURSEMENT OF TRANSPORTATION PROJECT COSTS**

**7.1 District to Pay Reimbursable Transportation Project Costs.** The District shall reimburse Taubman and Summit for the verified Reimbursable Transportation Project Costs incurred by Taubman and Summit, provided that such Reimbursable Transportation Project Costs have been paid by Taubman or Summit pursuant to **Sections 3.2, 3.3, 4.2, 4.3, 6.1 and 6.2** of this Agreement or as otherwise specified in this Agreement. Subject to the terms of the Bond Resolution or Note Resolution, as the case may be, and this Agreement, the District shall issue TDD Obligations to reimburse Taubman for such verified Reimbursable Transportation Project Costs in an amount not to exceed Twelve Million Two Hundred Thirty Two Thousand Dollars (\$12,232,000), as more particularly provided for in **Exhibit H**, attached hereto and incorporated herein by reference, plus TDD Administrative Costs, Taubman Operating Expenses and Issuance Costs paid by Taubman. Subject to the terms of the Bond Resolution or Note Resolution, as the case may be, and this Agreement, the District shall issue TDD Obligations to reimburse Summit for such verified Reimbursable Transportation Project Costs in an amount not to exceed Four Million Dollars (\$4,000,000), as more particularly provided for in **Exhibit H**, attached hereto and incorporated herein by reference, plus TDD Administrative Costs, Summit Operating Expenses and Issuance Costs paid by Summit. Subject to the terms of the Bond Resolution or Note Resolution, as the case may be, and this Agreement, the District shall issue TDD Obligations to reimburse the City for such verified Reimbursable Transportation Project Costs in an amount not to exceed Thirty Four Million Four Hundred Seventy Five Thousand Dollars (\$34,475,000), as more particularly provided for in **Exhibit H**, attached hereto and incorporated herein by reference, plus Issuance Costs paid by the City.

**7.2 Certificate of Reimbursable Transportation Project Costs; Right to Substitute.** Prior to the issuance of the TDD Obligations and from time to time thereafter, Taubman and Summit shall and the City may provide to the District a Certificate of Reimbursable Transportation Project Costs in substantially the form of **Exhibit F**, attached hereto and incorporated herein by reference. The Certificate of Reimbursable Transportation Project Costs shall be accompanied by all itemized invoices, receipts or other information to allow the District to confirm that the amounts advanced by Taubman, Summit or the City, as the case may be, constitute Reimbursable Transportation Project Costs. If the District reasonably determines that any cost identified on a Certificate of Reimbursable Transportation Project Costs does not constitute a Reimbursable Transportation Project Cost, the District shall so notify Taubman, Summit or the City, as the case may be, in writing within 30 days, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon Taubman, Summit or the City, as the case may be, shall have the right to identify and substitute other Transportation Project Costs or TDD Administrative Costs as Reimbursable Transportation Project Costs with a supplemental application for payment.

**7.3 Substitution among Budget Categories.** The parties agree that each of the categories of costs set forth in **Exhibit H**, attached hereto and incorporated herein by reference, constitute Reimbursable Transportation Project Costs that are eligible for reimbursement in accordance with the TDD Act and this Agreement. If the actual cost within a particular category for the Taubman Transportation Project is less than the budgeted cost, Taubman shall receive a credit for the difference between the actual cost and the budgeted cost, which credit shall be applied to the costs within another category where the actual cost exceeds the budgeted cost, so long as, in the aggregate, the District does not pay to Taubman more than 100% of the total amount of Reimbursable Transportation Project Costs for the Taubman Transportation Project as set forth in **Exhibit H**, attached hereto and incorporated herein by reference. If the actual cost within a particular category for the Summit Transportation Project is less than the budgeted cost, Summit shall receive a credit for the difference between the actual cost and the

budgeted cost, which credit shall be applied to the costs within another category where the actual cost exceeds the budgeted cost, so long as, in the aggregate, the District does not pay to Summit more than 100% of the total amount of Reimbursable Transportation Project Costs for the Summit Transportation Project as set forth in Exhibit H, attached hereto and incorporated herein by reference. If the actual cost within a particular category for the City Transportation Project is less than the budgeted cost, the City shall receive a credit for the difference between the actual cost and the budgeted cost, which credit shall be applied to the costs within another category where the actual cost exceeds the budgeted cost, so long as, in the aggregate, the District does not pay to the City more than 100% of the total amount of Reimbursable Transportation Project Costs for the City Transportation Project as set forth in Exhibit H, attached hereto and incorporated herein by reference.

**7.4 District's Obligations Limited to TDD Obligations.** Notwithstanding any other term or provision of this Agreement, a Certificate of Reimbursable Transportation Project Costs submitted by Taubman, Summit or the City and approved by the District is payable only by the issuance of Notes or from the proceeds of the Bonds and from no other source.

## **ARTICLE VIII. TRANSPORTATION PROJECT FINANCING**

**8.1 Issuance of TDD Obligations as Special, Limited Obligations.** The District shall issue TDD Obligations in accordance with the TDD Act and this Agreement. The TDD Obligations shall be secured solely by TDD Revenues, as provided for in ARTICLE IX of this Agreement and the Note Resolution or Bond Resolution, as applicable. All TDD Obligations shall be the exclusive responsibility of the District payable solely out of revenues pledged to repayment thereof as provided by the TDD Act, this Agreement and the Note Resolution or Bond Resolution, as applicable. The TDD Obligations shall not constitute a debt or liability or general obligation of the District, the City, the Commission, the State of Missouri or any agency or political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction. Neither the District nor the City shall be obligated to pledge any funds other than those specifically pledged to repayment of the TDD Obligations as provided for in this Agreement and the Note Resolution or Bond Resolution, as applicable.

**8.2 Issuance of Notes; Terms.** Subject to the requirements of this Agreement and the Note Resolution, the District shall issue the Notes as follows: (a) Taubman Notes in an aggregate principal amount of not to exceed Twelve Million Two Hundred Thirty Two Thirty Thousand Dollars (\$12,232,000) plus TDD Administrative Costs, Taubman Operating Expenses and Issuance Costs paid by Taubman, (b) Summit Notes in an aggregate principal amount of not to exceed Four Million Dollars (\$4,000,000) plus TDD Administrative Costs, Summit Operating Expenses and Issuance Costs paid by Summit, which Summit Notes shall be issued in at least two separate series, one of which shall issued solely to finance Reimbursable Transportation Project Costs incurred by Summit in accordance with Section 6.2 of this Agreement; and (c) City Notes in an aggregate principal amount of not to exceed Thirty Four Million Four Hundred Seventy Five Dollars (\$34,475,000) plus Issuance Costs paid by the City. The Notes shall bear interest at a fixed rate per annum equal to (i) the Taxable Rate if, in the opinion of Bond Counsel, the interest on the Notes is not exempt from federal income taxation; or (ii) the tax-exempt equivalent of the Taxable Rate as documented by a financial institution mutually acceptable to the District and the City if, in the opinion of Bond Counsel, the interest on the Notes is exempt from federal income taxation. All Notes shall have a final maturity that is not later than 40 years from the date of issuance. Accrued but unpaid interest shall compound semi-annually.

**8.3 Conditions Precedent to Issuance of Notes.**

8.3.1 No Taubman Notes shall be issued by the District until such time as:

(i) Taubman has acquired the Taubman Property;

(ii) the District has accepted a Certificate of Reimbursable Transportation Project Costs from Taubman in accordance with Section 7.2 of this Agreement, which evidences that Taubman has incurred Reimbursable Transportation Project Costs that include at least \$250,000 of hard costs related to construction of the Taubman Transportation Project;

(iii) the District has adopted the Note Resolution;

(iv) Taubman has paid all Issuance Costs related to any Taubman Notes being issued; and

(v) Taubman provides such other certificates, statements, receipts and documents as may be reasonably required by the District or Bond Counsel for issuance and delivery of the Taubman Notes by the District and an opinion of Bond Counsel to the effect that the Taubman Notes constitute valid and legally binding obligations of the District and, to the extent applicable, that the interest on the Taubman Notes is excludable from gross income of the owners thereof for federal income tax purposes.

8.3.2 No Summit Notes shall be issued by the District until such time as:

(i) the District has accepted a Certificate of Reimbursable Transportation Project Costs from Summit in accordance with Section 7.2 of this Agreement, which evidences that Summit has incurred Reimbursable Transportation Project Costs;

(ii) the District has adopted the Note Resolution;

(iii) Summit has paid all Issuance Costs related to any Summit Notes being issued; and

(iv) Summit provides such other certificates, statements, receipts and documents as may be reasonably required by the District or Bond Counsel for issuance and delivery of the Summit Notes by the District and an opinion of Bond Counsel to the effect that the Summit Notes constitute valid and legally binding obligations of the District and, to the extent applicable, that the interest on the Summit Notes is excludable from gross income of the owners thereof for federal income tax purposes.

8.3.3 No City Notes shall be issued by the District until such time as:

(i) the District has accepted a Certificate of Reimbursable Transportation Project Costs from the City in accordance with Section 7.2 of this Agreement, which evidences that the City has incurred Reimbursable Transportation Project Costs;

(ii) the District has adopted the Note Resolution;

(iii) the City has paid all Issuance Costs related to any City Notes being issued; and

(iv) the City provides such other certificates, statements, receipts and documents as may be reasonably required by the District or Bond Counsel for issuance

and delivery of the City Notes by the District and an opinion of Bond Counsel to the effect that the City Notes constitute valid and legally binding obligations of the District and, to the extent applicable, that the interest on the City Notes is excludable from gross income of the owners thereof for federal income tax purposes.

**8.4 Procedures for Issuance of Notes.** Promptly after satisfaction of the conditions provided in Section 8.3 of this Agreement (but in no event later than 30 days after such date), the District shall issue the Notes and instruct the Trustee to endorse the Notes to Taubman, Summit or the City, as the case may be, in accordance with the Note Resolution. Within ten days after approval by the District of each subsequent Certificate of Reimbursable Transportation Project Costs, the District shall instruct the Trustee to issue, subject to the limitations of this Agreement and the Note Resolution, further endorsements to the Notes evidencing the additional amounts advanced by Taubman, Summit or the City, as the case may be. Upon issuance by the Trustee of endorsements to the Notes as provided in this Section, the District shall be deemed to have fully reimbursed Taubman, Summit or the City, as the case may be, for such Reimbursable Transportation Project Costs.

**8.5 Issuance of Bonds; Terms.** Upon the District's and the City's acceptance of the Certificate of Substantial Completion related to the Taubman Transportation Project and receipt of the Certificate of Grand Opening, the District shall engage a financial advisor to determine whether market conditions are such that the payment terms are sufficiently favorable that a reasonably prudent financial officer or agent of a similarly situated political subdivision would undertake an issuance of Bonds to refund or refinance the Notes and to finance additional Transportation Project Costs. Upon receipt of a report from its financial advisor, the District may take all actions reasonably necessary to issue or cause to be issued on its behalf Bonds in an amount sufficient to refund all or a portion of the outstanding Notes and to establish a project fund to pay Transportation Project Costs related to the Summit Transportation Project and the City Transportation Project. If the proceeds of the Bonds are insufficient to refund all of the Notes then outstanding and to establish a project fund to pay all Transportation Project Costs related to the Summit Transportation Project and the City Transportation Project, such Bond proceeds shall be applied in the following order of priority: *first*, to refund the Taubman Notes (including accrued interest thereon); *second*, to refund the Summit Notes issued to finance Reimbursable Transportation Project Costs incurred by Summit in accordance with Section 6.2 of this Agreement (including accrued interest thereon); *third*, to refund, on a pro-rata basis, the City Notes and the Summit Notes not issued to finance Reimbursable Transportation Project Costs incurred by Summit in accordance with Section 6.2 of this Agreement (including accrued interest thereon); and *fourth*, to establish a project fund to pay Transportation Project Costs related to the Summit Transportation Project and the City Transportation Project in such manner and priority as Summit and the City may agree. Taubman, Summit or the City may, from time to time, make a written request of the District for the issuance of the Bonds, provided that the District shall have no obligation to issue the Bonds except in accordance with this Section. The Bonds shall have a final maturity that is not later than 40 years from the date of issuance of such Bonds.

**8.6 Conditions Precedent to Issuance of Bonds.** No Bonds shall be issued by the District until such time as:

8.6.1 the District and the City have accepted the Certificate of Substantial Completion for the Taubman Transportation Project;

8.6.2 the District has received the Certificate of Grand Opening;

8.6.3 the District has adopted the Bond Resolution;

8.6.4 with respect to all or any functional portion of the Summit Transportation Project to be financed out of a portion of the proceeds of the Bonds, Summit has provided to the District and the City a written cost estimate for construction of the Transportation Project based upon the approved Construction Plans, provided that such condition shall not be required if (a) the District and the City have already accepted the Certificate of Substantial Completion of the Summit Transportation Project or (b) Summit fails to provide such a written cost estimate within 90 days of the later of (i) acceptance of the Certificate of Substantial Completion of the Taubman Transportation Project by the District and the City and (ii) receipt by the District of the Certificate of Grand Opening;

8.6.5 with respect to all or any functional portion of the Summit Transportation Project to be financed out of a portion of the proceeds of the Bonds, Summit, as construction manager, has submitted a schedule to the District and the City evidencing that the Summit Transportation Project will be completed in accordance with the construction schedule provided in Section 4.9 of this Agreement, provided that such condition shall not be required if Summit fails to submit such schedule within 90 days of the later of (a) acceptance of the Certificate of Substantial Completion of the Taubman Transportation Project by the District and the City and (b) receipt by the District of the Certificate of Grand Opening;

8.6.6 with respect to all or any functional portion of the City Transportation Project to be financed out of a portion of the proceeds of the Bonds, the City has provided to the District a written cost estimate for construction of the Transportation Project, provided that such condition shall not be required if the City fails to submit such schedule within 90 days of the later of (a) acceptance of the Certificate of Substantial Completion of the Taubman Transportation Project by the District and the City and (b) receipt by the District of the Certificate of Grand Opening; and

8.6.7 after consultation and input from the City, the District has selected an underwriter and has entered into an agreement with such underwriter for the purchase of the Bonds;

8.6.8 the District has obtained an independent revenue study by a consulting firm reasonably acceptable to the underwriter, Bond Counsel and the City; and

8.6.9 the parties provide such other certificates, statements, receipts and documents as may be reasonably required by the District, its underwriter, Bond Counsel or the City for issuance and delivery of the Bonds by the District, purchase of such Bonds by the underwriter and issuance and delivery of an opinion of Bond Counsel to the effect that the Bonds constitute valid and legally binding obligations of the District and, to the extent applicable, that the interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes.

**8.7 Cooperation in the Issuance of TDD Obligations.** Taubman, Summit and the City covenant to cooperate and take all reasonable actions necessary to assist the District and its Bond Counsel, underwriter, underwriter's counsel and financial advisors in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the TDD Obligations, including disclosure of tenants of Taubman and tenants of Summit and the following non-financial terms of each between Taubman and its tenants and Summit and its tenants: (a) actual or anticipated opening date, (b) term of lease and any renewals, (c) approximate gross square footage subject to the lease and (d) permitted uses under the lease. Neither Taubman nor Summit shall be required to disclose the rent payable under any such lease or any proprietary or confidential financial information pertaining to Taubman or Summit. Such compliance

obligation shall be a covenant running with the Property within the District, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement. Upon execution of this Agreement, Taubman and Summit shall record or cause to be recorded a memorandum of such covenants with the Office of the Recorder of Deeds of St. Louis County, Missouri, and shall use reasonable efforts to specifically include the covenants in this Section in all deeds and all ground leases by which Taubman or Summit conveys an interest in all or any portion of the Property.

## **ARTICLE IX. COLLECTION AND USE OF TDD REVENUES**

**9.1 TDD Revenues.** The District shall impose the TDD Sales Tax at a rate equal to five eighths one percent (5/8%) on all retail sales made within the District, as provided in Section 238.235 of the TDD Act. The District shall impose no other tax, assessment, toll or charge whatsoever without the approval of the qualified voters of the District in accordance with the TDD Act. All TDD Revenues attributable to the TDD Sales Tax shall be deposited into TDD Trust Fund and applied in accordance with Section 9.2 of this Agreement.

**9.2 Collection and Use of Sales Tax.** The parties agree that the District shall engage the Administrator to perform all functions incident to the administration, enforcement and operation of the TDD Sales Tax or to provide for the performance of such functions. The TDD Sales Tax shall be collected by the Missouri Department of Revenue and reported on its Form 53-1 or any successor form thereto. Upon receipt of the TDD Sales Tax from the Missouri Department of Revenue, the District shall deposit or cause to be deposited all TDD Revenues into the TDD Trust Fund. On a monthly basis, the Administrator shall, (a) pay any invoice submitted by the Missouri Department of Revenue in connection with the District's receipt of the monthly report of TDD Sales Tax collected, the amount of which invoice shall be deemed a cost of collection of the TDD Sales Tax; and (b) prior to issuance of any TDD Obligations, segregate the TDD Revenues generated within the Taubman Property from the TDD Revenues generated within the Summit Property, which segregated TDD Revenues shall be used to pay Reimbursable Transportation Project Costs incurred by Taubman or Summit, as the case may be; and (c) upon issuance of any TDD Obligations to finance the Taubman Transportation Project and subject to annual appropriation by the District's Board of Directors, transfer on or before the fifteenth (15<sup>th</sup>) day of each month (beginning in the first month following issuance of the TDD Obligations) all TDD Revenues generated within the Taubman Property that are on deposit in the TDD Trust Fund to the Trustee for deposit into a segregated account of a revenue fund held in the custody of the Trustee to provide for the payment of TDD Administrative Costs and repayment of TDD Obligations issued to Taubman in accordance with this Agreement; and (d) upon issuance of any TDD Obligations to finance all or any functional portion of the Summit Transportation Project and subject to annual appropriation by the District's Board of Directors, transfer on or before the fifteenth (15<sup>th</sup>) day of each month (beginning in the first month following issuance of the TDD Obligations) all TDD Revenues generated within the Summit Property that are on deposit in the TDD Trust Fund to the Trustee for deposit into a segregated account of a revenue fund held in the custody of the Trustee to provide for the payment of TDD Administrative Costs and repayment of TDD Obligations issued to Summit in accordance with this Agreement.

**9.3 Administration and Enforcement of the TDD Sales Tax.** Taubman shall notify the District and the Administrator of the opening of those businesses operating within the Taubman Property that are subject to the TDD Sales Tax and Summit shall notify the District and the Administrator of the opening of those businesses operating within the Summit Property that are subject to the TDD Sales Tax. Except for the obligation to segregate the TDD Revenues generated within the Taubman Property from the TDD Revenues generated within the Summit Property and a reasonable review and comparison of the monthly reports received from the Missouri Department of Revenue with the amount of TDD Sales Tax remitted to the District to determine that the correct amount of TDD Sales tax was remitted, neither the

District nor the Administrator shall have any affirmative obligation to discover, investigate or ascertain the accuracy of any sales tax return submitted to the Missouri Department of Revenue or any sales tax report provided by the Missouri Department of Revenue. The District shall immediately report all violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the Missouri Department of Revenue for enforcement to the extent that such violations result in the District's inability to collect the TDD Sales Tax in a timely manner as provided for in the Sales Tax Law. In the event that the Missouri Department of Revenue notifies the District that it will refuse to undertake enforcement of the TDD Sales Tax, the District shall promptly initiate an action to enforce collection. Notwithstanding anything to the contrary in this Agreement, the District shall have no obligation to undertake any enforcement action if the cost of such enforcement action is reasonably expected to exceed the amount of revenues sought to be collected.

**9.4 Access to Sales Tax Records.** The District shall keep or cause to be kept accurate records of the amount of TDD Revenues on deposit in the TDD Trust Fund and such records shall be open to the inspection of officers of the District, the City and the general public. In the event that any records pertaining to the TDD Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the Administrator shall provide such records to the District's treasurer and/or the City's treasurer within a reasonable time after receipt of a written request that conforms to Section 32.057.2(1)(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the TDD Sales Tax.

**9.5 Segregation and Investment of TDD Revenues.** TDD Revenues on deposit in the TDD Trust Fund and in each segregated account thereof shall not be commingled with any other funds of the District. The District's Board of Directors may, in its sole discretion, direct the Administrator to invest any or all of the TDD Revenues on deposit in the TDD Trust Fund in accordance with applicable laws relating to investment of District funds. If the District's Board of Directors fails to provide the Administrator with such direction regarding investment of TDD Revenues, the Administrator shall hold uninvested all such TDD Revenues on deposit in the TDD Trust Fund. Any interest earned upon the balance in any segregated account of the TDD Trust Fund shall be deposited to the credit of such segregated account of the TDD Trust Fund.

**9.6 Repeal of the TDD Sales Tax.** As long as any TDD Obligations are outstanding, the District shall not repeal or reduce the TDD Sales Tax without the City's prior approval. Upon satisfaction in full or, if not satisfied in full, upon final maturity of the TDD Obligations, the District shall immediately implement the procedures in the TDD Act for repeal of the TDD Sales Tax and abolishment of the District; provided, however, the District shall not implement the procedures for repeal of the TDD Sales Tax and abolishment of the District if the District, with the prior approval of the City Council, has approved another project pursuant to the TDD Act and Section 6.10 of this Agreement. Upon the expiration or notice of repeal of the TDD Sales Tax, the District, shall: (a) promptly transfer any TDD Revenues in accordance with Section 9.2 of this Agreement; or (b) after satisfaction in full, or if not satisfied in full, after final maturity of the TDD Obligations, retain any monies remaining in the TDD Trust Fund until such time as the District is abolished and the District's Board of Directors has provided for the transfer of any monies remaining in the TDD Trust Fund in a manner permitted by the TDD Act.

## ARTICLE X.

### APPLICATION OF TDD REVENUES TO REPAYMENT OF TDD OBLIGATIONS

**10.1 Pledge of TDD Revenues.** In the event that the District issues TDD Obligations, the parties shall cause the District to pledge, subject to annual appropriation, all TDD Revenues to payment of TDD Administrative Costs and to repayment of the TDD Obligations in accordance with this Agreement and the Note Resolution or Bond Resolution, as applicable. All such TDD Revenues on

deposit in the TDD Trust Fund shall be transferred to the Trustee in accordance with Section 9.2 of this Agreement. The District hereby agrees to refrain from encumbering or pledging, on a superior or parity lien basis, any portion of the TDD Revenues deposited in the TDD Trust Fund in such a manner that would be inconsistent with the terms and intent of this Agreement.

**10.2 Application of TDD Revenues Generated within the Taubman Property.** Prior to the issuance of Bonds and so long as any Notes are outstanding, the District shall cause the Trustee to apply all TDD Revenues generated within the Taubman Property that are transferred to the revenue fund established in accordance with the Note Resolution as follows: *first*, to payment of arbitrage rebate; *second*, to payment of the fees and expenses of the Trustee; *third*, transfer the Annual Operating Fund Deposit to the Operating Fund (provided that the amount of such transfer shall be reduced by the amount of any funds remaining in the Operating Fund at the end of each fiscal year of the District, subject to adjustment by the District to establish appropriate reserves to provide for outstanding TDD Administrative Costs incurred in such fiscal year); *fourth*, to payment of interest becoming due and payable on the Taubman Notes; *fifth*, to payment of principal of the Taubman Notes in accordance with the redemption provisions of the Note Resolution; *sixth*, to the extent that the District and the City have accepted the Certificate of Substantial Completion related to the Taubman Transportation Project and no Taubman Notes remain outstanding, to payment of interest on and principal of any Summit Notes issued to finance Reimbursable Transportation Project Costs incurred by Summit in accordance with Section 6.2 of this Agreement; and *seventh*, to the extent that the District and the City have accepted the Certificate of Substantial Completion related to the Taubman Transportation Project and no Taubman Notes remain outstanding and no Summit Notes issued to finance Reimbursable Transportation Project Costs incurred by Summit in accordance with Section 6.2 of this Agreement remain outstanding, to payment of interest on and principal of any Summit Notes and City Notes on a pro-rata basis. To the extent that the District and the City have accepted the Certificate of Substantial Completion related to the Taubman Transportation Project and no Bonds, Taubman Notes, Summit Notes or City Notes remain outstanding, all TDD Revenues generated within the Taubman Property shall be transferred by the Trustee to the District for deposit in the TDD Trust Fund to be used to pay Transportation Project Costs related to the Summit Transportation Project and the City Transportation Project in such manner and priority as Summit and the City may agree.

**10.3 Application of TDD Revenues Generated within the Summit Property.** Prior to the issuance of Bonds and so long as any Notes are outstanding, the District shall cause the Trustee to apply all TDD Revenues generated within the Summit Property that are transferred to the revenue fund established in accordance with the Note Resolution as follows: *first*, to payment of arbitrage rebate; *second*, to payment of interest on and principal of any Summit Notes; and *third*, to the extent that the District and the City have accepted the Certificate of Substantial Completion related to the Summit Transportation Project and no Summit Notes remain outstanding, to payment of interest on and principal of any Taubman Notes and City Notes on a pro-rata basis. To the extent that the District and the City have accepted the Certificate of Substantial Completion related to the Summit Transportation Project and no Bonds, Taubman Notes, Summit Notes or City Notes remain outstanding, all TDD Revenues generated within the Summit Property shall be transferred by the Trustee to the District for deposit in the TDD Trust Fund to be used to pay Transportation Project Costs related to the Taubman Transportation Project and the City Transportation Project in such manner and priority as Taubman, Summit and the City may agree.

**10.4 Application of Revenues to Repayment of Bonds.** So long as any TDD Bonds are outstanding, the District shall cause the Trustee to apply all TDD Revenues that are transferred to the revenue fund established in accordance with the Bond Resolution as follows: *first*, to payment of arbitrage rebate; *second*, to payment of the fees and expenses of the Trustee; *third*, transfer the Annual Operating Fund Deposit to the Operating Fund (provided that the amount of such transfer shall be reduced

by the amount of any funds remaining in the Operating Fund at the end of each fiscal year of the District, subject to adjustment by the District to establish appropriate reserves to provide for outstanding TDD Administrative Costs incurred in such fiscal year); *fourth*, to payment of interest on the Bonds; *fifth*, to replenish any debt service reserve fund established pursuant to the Bond Resolution; and *sixth*, to payment of principal of the Bonds in accordance with redemption requirements of the Bond Resolution. To the extent that any Notes remain outstanding upon redemption of the Bonds, all TDD Revenues shall be transferred by the Trustee under the Bond Resolution to the Trustee under the Note Resolution and applied in accordance with the provisions of Section 10.2 or Section 10.3 of this Agreement and the Note Resolution. Otherwise, to the extent that there are no Notes outstanding upon redemption of the Bonds, all TDD Revenues shall be transferred by the Trustee to the District for deposit in the TDD Trust Fund to be used to pay Transportation Project Costs related to the Summit Transportation Project and the City Transportation Project in such manner and priority as Summit and the City may agree or, if the District and the City have accepted a Certificate of Substantial Completion of all of the Summit Transportation Project and the City has notified the District of the completion of the City Transportation Project, such TDD Revenues shall be retained in the TDD Trust Fund until such time as the District is abolished and the District's Board of Directors has provided for the transfer of any moneys remaining in the TDD Trust Fund in a manner permitted by the TDD Act.

**10.5 Covenant to Appropriate TDD Revenues.** To the extent that the District issues TDD Obligations, the District covenants that the officer of the District at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the District for each fiscal year that the TDD Obligations are outstanding a request for an appropriation of all TDD Revenues on deposit in the TDD Trust Fund for application to payment of TDD Administrative Costs and to repayment of TDD Obligations in accordance with the Note Resolution or the Bond Resolution, as applicable, and Sections 10.2, 10.3 and 10.4 of this Agreement. The District shall promptly deliver to the City a copy of its annual budget. Any funds appropriated as the result of such a request are pledged by the District to repayment of TDD Obligations and shall be transferred to the Trustee at the times and in the manner provided in Section 9.2 of this Agreement. If, on or before February 1 of each year, the District's Board of Directors fails to adopt a budget, the District shall be deemed to have adopted a budget that provides for application of the TDD Revenues collected in such fiscal year in accordance with the budget for the prior fiscal year.

**10.6 District's Obligations Limited to TDD Obligations and TDD Revenues.** Notwithstanding any other term or provision of this Agreement, the District's obligation with respect to any Reimbursable Transportation Project Costs and TDD Administrative Costs shall be payable solely from TDD Obligations and TDD Revenues and from no other source.

## ARTICLE XI. GENERAL PROVISIONS

**11.1 Taubman's Right of Termination.** At any time prior to the issuance of the TDD Obligations, Taubman may, by giving written notice to the other parties, abandon the Taubman Development and the Taubman Transportation Project and terminate this Agreement with respect to Taubman's rights and obligations hereunder if (a) Summit, the City or the District defaults in or breaches any provision of this Agreement after expiration of any applicable notice or cure period; or (b) Taubman is unable to obtain all required approvals which Taubman deems reasonably necessary for the completion of the Taubman Development or the Taubman Transportation Project; or (c) at Taubman's election at Taubman's sole discretion. Upon such termination, Taubman shall not be entitled to reimbursement for any amounts advanced under this Agreement or costs otherwise incurred or paid by Taubman. Notwithstanding anything to the contrary in this Agreement, if, after commencement of construction of the Taubman Transportation Project, Taubman terminates this Agreement pursuant to clauses (b) or (c)

above, the City shall have no obligation to release any performance bond or similar security instrument that has been provided in accordance with Section 3.14 of this Agreement unless such termination occurs prior to commencement of the Taubman Development and provided Taubman has not commenced construction of that portion of the Taubman Transportation Project subject to such performance bond or similar security instrument (in which event the City shall release the performance bond or security instrument as applicable). A termination of this Agreement by Taubman shall not affect the rights and obligations of the remaining parties with respect to the Summit Development, the Summit Transportation Project or the City Transportation Project.

**11.2 Summit's Right of Termination.** At any time prior to the issuance of the TDD Obligations, Summit may, by giving written notice to the other parties, abandon the Summit Development and the Summit Transportation Project and terminate this Agreement with respect to Summit's rights and obligations hereunder if (a) Taubman, the City or the District defaults in or breaches any provision of this Agreement after expiration of an applicable notice or cure period; or (b) Summit is unable to obtain all required approvals which Summit deems reasonably necessary for the completion of the Summit Development or the Summit Transportation Project; or (c) at Summit's election, at Summit's sole discretion. Upon such termination, Summit shall not be entitled to reimbursement for any amounts advanced under this Agreement or costs otherwise incurred or paid by Summit. Notwithstanding anything to the contrary in this Agreement, if, after commencement of construction of the Summit Transportation Project, Summit terminates this Agreement pursuant to clauses (b) or (c) above, the City shall have no obligation to release any performance bond or similar security instrument that has been provided in accordance with Section 4.14 of this Agreement unless such termination occurs prior to commencement of the Summit Development and provided Summit has not commenced construction of that portion of the Summit Transportation Project subject to such performance bond or similar security instrument (in which event the City shall release the performance bond or security instrument as applicable). A termination of this Agreement by Summit shall not affect the rights and obligations of the remaining parties with respect to the Taubman Development, the Taubman Transportation Project or the City Transportation Project.

**11.3 City's Right of Termination.** At any time prior to the issuance of TDD Obligations, the City may, by giving written notice to the other parties, abandon the City Transportation Project and terminate this Agreement if: (a) Taubman, Summit or the District defaults in or breaches any provision or covenant of this Agreement after expiration of any notice or cure period; or (b) Taubman has failed to acquire the Taubman Property within 18 months after the date of execution of this Agreement after expiration of any notice or cure period. Upon such termination, the City shall not be entitled to reimbursement for any amounts advanced under this Agreement or costs otherwise incurred or paid by the City, provided that, if the City terminates this Agreement pursuant to clause (b) above, Taubman shall not be entitled to reimbursement for any amounts advanced under this Agreement or costs otherwise incurred or paid by Taubman. Notwithstanding anything to the contrary in this Agreement, if the City terminates this Agreement pursuant to clause (a) above as a result of a default or breach by Taubman or Summit, as the case may be, the City shall have no obligation to release any performance bond or similar security instrument that has been provided in accordance with Sections 3.14 or 4.14 of this Agreement, as the case may be, unless such termination occurs prior to commencement of that portion of the Taubman Transportation Project or that portion of the Summit Transportation Project subject to such performance bonds or similar security instruments (in which event the City shall release such performance bonds or security instruments as applicable). A termination of this Agreement by the City as a result of a default or breach by Taubman shall not affect the rights and obligations of the remaining parties with respect to the Summit Development, the Summit Transportation Project or the City Transportation Project. A termination of this Agreement by the City as a result of a default or breach by Summit shall not affect the rights and obligations of the remaining parties with respect to the Taubman Development, the Taubman Transportation Project or the City Transportation Project.

**11.4 District's Right of Termination.** The District may terminate this Agreement at any time prior to the issuance of the TDD Obligations if: (a) Taubman, Summit or the City defaults in or breaches any provision or covenant of this Agreement after expiration of any notice or cure period; or (b) Taubman has failed to acquire the Taubman Property within 18 months after the date of execution of this Agreement after expiration of any notice or cure period. Upon the District's termination of this Agreement for any reason, neither Taubman nor Summit nor the City shall be entitled to reimbursement for any amounts advanced under this Agreement or costs otherwise incurred or paid by Taubman, Summit or the City. A termination of this Agreement by the District as a result of a default or breach by Taubman shall not affect the rights and obligations of the remaining parties with respect to the Summit Development, the Summit Transportation Project or the City Transportation Project. A termination of this Agreement by the District as a result of a default or breach by Summit shall not affect the rights and obligations of the remaining parties with respect to the Taubman Development, the Taubman Transportation Project or the City Transportation Project.

**11.5 Successors and Assigns.**

**11.5.1** This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns. The parties agree that the District shall transfer, pledge and assign its rights and shall grant to the Trustee a security interest in this Agreement, including all of its rights under this Agreement regarding the collection and enforcement of the TDD Sales Tax.

**11.5.2** Without limiting the generality of the foregoing, all or any part of the Taubman Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of Taubman or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after submission of the Certificate of Grand Opening, whereupon the party disposing of its interest in the Taubman Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Taubman Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement), provided, however, until submission of the Certificate of Grand Opening, Taubman shall remain liable hereunder subject to the limitations of this Agreement, including without limitation Sections 11.1, 11.6 and 11.13 of this Agreement, unless Taubman obtains the prior written approval of the City for a release of liability, which approval shall not be unreasonably withheld or delayed upon a reasonable demonstration by Taubman of the proposed transferee's or assignee's experience and financial capability to undertake and complete the Taubman Development and perform Taubman's obligations under this Agreement, all in accordance with this Agreement. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with: (a) the right of Taubman to encumber or collaterally assign its interest in the Taubman Property or any portion thereof to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Taubman Development, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; or (b) the right of Taubman to sell or lease individual portions of the Taubman Property in the ordinary course of the Taubman Development; provided that in all events (i) Taubman shall remain liable hereunder (subject to the limitations of this Agreement, including without limitation Sections 11.1, 11.6 and 11.13 of this Agreement) for the substantial completion of the Taubman Transportation Project and shall be released from such liability hereunder only upon substantial completion of the Taubman Transportation Project and (ii) Taubman provides to the City written notice of the proposed assignment or transfer.

11.5.3 Without limiting the generality of the foregoing, all or any part of the Summit Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of Summit or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Summit Development, whereupon the party disposing of its interest in the Summit Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Summit Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement), provided, however, until completion of the Summit Development, Summit shall remain liable hereunder subject to the limitations of this Agreement, including without limitation Sections 11.2, 11.6 and 11.13 of this Agreement, unless Summit obtains the prior written approval of the City for a release of liability, which approval shall not be unreasonably withheld or delayed upon a reasonable demonstration by Summit of the proposed transferee's or assignee's experience and financial capability to undertake and complete the Summit Development and perform Summit's obligations under this Agreement, all in accordance with this Agreement. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with: (a) the right of Summit to encumber or collaterally assign its interest in the Summit Property or any portion thereof to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Summit Development, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; or (b) the right of Summit to sell or lease individual portions of the Summit Property in the ordinary course of the Summit Development; provided that in all events (i) Summit shall remain liable hereunder (subject to the limitations of this Agreement, including without limitation Sections 11.2, 11.6 and 11.13 of this Agreement) for the substantial completion of the Summit Transportation Project and shall be released from such liability hereunder only upon substantial completion of the Summit Transportation Project and (ii) Summit provides to the City written notice of the proposed assignment or transfer.

**11.6 Remedies.** Except as otherwise provided in this Agreement and subject to the parties' respective rights of termination hereof, in the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party (or successor), proceed immediately to cure or remedy such default or breach, and, shall, in any event, within 30 days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings for injunctive relief or proceedings to compel specific performance by the defaulting or breaching party, provided that such legal proceedings shall only affect that portion of the Property as to which such default or breach exists and shall not affect any other rights established in connection with this Agreement or any other portion of the Property within the District which has been or is being developed or used in accordance with the provisions of this Agreement. Nothing in this Agreement shall affect the ability of the City to exercise any of its rights or remedies against Taubman under any other agreement that may now or subsequently exist between the parties with respect to the Taubman Development or to exercise any of its rights or remedies against Summit under any other agreement that may now or subsequently exist between the parties with respect to the Summit Development. Nothing in this Agreement shall affect the ability of the parties to exercise of their rights or remedies against each other under any other agreement that may now or subsequently exist between the parties with respect to the Taubman Development, the Summit Development or otherwise. Notwithstanding anything to the contrary, Summit's sole remedy against Taubman shall be termination of

the Agreement in accordance with Section 11.2 of this Agreement and Taubman's sole remedy against Summit shall be termination of the Agreement in accordance with Section 11.1 of this Agreement.

**11.7 Force Majeure and Other Extensions of Time for Performance.** Neither Taubman nor Summit nor the City nor the District nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay caused by force majeure, including, without limitation, for purposes of this Agreement, legal proceedings (including, but not limited to, condemnation or eminent domain proceedings), orders of any kind of any court or governmental body, strikes, lockouts, labor disputes, labor shortages, riots, acts of God, epidemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storms, washouts, droughts, tornadoes, cyclones, floods, adverse weather conditions, unusually wet soil conditions, war, invasion or acts of a public enemy, serious accidents, arrests, failure of utilities, governmental restrictions or priorities, issuance of any permits and/or legal authorization by a necessary governmental entity, shortage or delay in shipment of material or fuel, any court order or judgment resulting from any litigation affecting the validity of this Agreement, the organization of the District, or any of the ordinances or resolutions approving the same, or other like causes beyond the responsible party's reasonable control. The party claiming any extension caused by force majeure shall, within 30 days after the event of force majeure, notify the other party in writing of the occurrence of such event and shall have the burden of proof in establishing such cause.

**11.8 Notices.** All notices or communications ("*Notices*") to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as provided below and, if delivered in person (effective upon delivery), if sent by reputable overnight courier (effective the business day following delivery to such courier) or by certified or registered mail, postage prepaid, return receipt requested (effective two business days after mailing).

Taubman:

Taubman Prestige Outlets of Chesterfield LLC  
c/o The Taubman Company, LLC  
200 East Long Lake Road, Suite 300  
Bloomfield Hills, MI 48304  
Attention: Senior Vice President, Development

With a copy to:

Outlet Partners LLC  
112 Town Center Drive  
Warren, NJ 07059  
Attention: Peter Winstead

With a copy to:

The Taubman Company LLC  
200 East Long Lake Road, Suite 300  
Bloomfield Hills, MI 48304  
Attention: General Counsel

With a copy to:

Doster Ullom, LLC

16090 Swingley Ridge Road, Suite 620  
Chesterfield, MO 63017  
Facsimile: (636) 532-1082  
Attention: Michael Doster

Summit:

Summit Ice Center Investors, L.L.C.  
Summit Outer Forty Investors, L.L.C.  
c/o Summit Development, LLC  
100 South Brentwood Boulevard, Suite 222  
St. Louis, MO 63105  
Facsimile:  
Attention:

With a copy to:

Greensfelder, Hemker & Gale, P.C.  
10 South Broadway, Suite 2000  
St. Louis, MO 63102  
Facsimile: (314) 241-8624  
Attention: Tracy Ring

District:

North Outer Forty Transportation Development District  
[Address]  
[City/State/Zip Code]  
Facsimile:  
Attention:

With a copy to:

Doster Uilom, LLC  
16090 Swingley Ridge Road, Suite 620  
Chesterfield, MO 63017  
Facsimile: (636) 532-1082  
Attention: Michael Doster

City:

City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, MO 63017  
Facsimile: (636) 537-4798  
Attention: City Administrator

with a copy to:

Armstrong Teasdale LLP  
7700 Forsyth Avenue, Suite 1800

St. Louis, MO 63105  
Facsimile: (314) 621-5065  
Attention: James E. Mello

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

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

**11.10 Entire Agreement; Amendment.** The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized representatives of all parties.

**11.11 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

**11.12 Severability.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision. In such event, the parties shall use reasonable efforts to negotiate in good faith to amend this Agreement to maintain, to the extent possible, the original intent and consistency of this Agreement.

**11.13 Representatives Not Personally Liable.** No elected or appointed official, owner, principal, agent, employee or representative of any of the parties shall be personally liable in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

**11.14 Mutual Assistance.** The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, and the obtaining of grants of access to and easements over public property as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not otherwise be obligated to grant, acting as a political subdivision or in its capacity as the local transportation authority, absent this Agreement.

**11.15 Mutual Release.** None of the parties shall be liable to the others for damages or otherwise in the event that this Agreement is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction, and by reason thereof either a party is prevented from performing any of the covenants and agreements herein. All covenants, stipulations, promises, agreements and obligations of each party shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the such party and not of its governing body members, owners, principals, officers, agents, servants or employees in their individual capacities.

**11.16 Attorneys' Fees.** In the event that any party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement or for any alleged breach or default hereof, or for any other acts arising out of this Agreement, the prevailing party to such action shall be entitled to an award of all of its costs, including reasonable attorneys' fees and expenses, and any court costs incurred

in said action or proceeding in addition to other damages or relief awarded, regardless of whether final judgment is entered in such action or proceeding.

**11.17 Authorization and Capacity.** Each party represents to the others that it has the full right, power and authority to enter into this Agreement and to fully perform its obligations. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind the respective party, except as otherwise specifically set forth herein. Each person will furnish to the others copies of such corporate resolutions, ordinances, certificates and agreements as the others shall require in order to confirm such authority and capacity of the parties and of the persons executing documents in connection herewith.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

Executed by Taubman the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**TAUBMAN PRESTIGE OUTLETS OF  
CHESTERFIELD LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed by Summit Ice the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**SUMMIT ICE INVESTORS, L.L.C.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed by Summit Investors the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**SUMMIT OUTER FORTY INVESTORS,  
L.L.C.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed by the District the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**NORTH OUTER FORTY  
TRANSPORTATION DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed by the City the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF CHESTERFIELD, MISSOURI**

By: \_\_\_\_\_  
Bruce Geiger, Mayor

Attest:

(SEAL)

\_\_\_\_\_  
Judy Naggiar, City Clerk

**EXHIBIT A**

**Legal Description of the Taubman Property**

Adjusted Lot 1 of the "BOUNDARY ADJUSTMENT PLAT of part of Lots 6, and 7 of Herman Ficke Estate Subdivision, Part of Adjusted Tract B of the Boundary Adjustment Plat as recorded in Plat Book 354, Pages 5 and 6 and part of Adjusted Lot 1 of Haynes Boundary Adjustment Plat as recorded in Plat Book 357, Pages 3 and 4" according to the Boundary Adjustment Plat thereof recorded in Plat Book 360 page 137 of the St. Louis County Records.

## EXHIBIT B

### Legal Description of the Summit Property

#### Valley Gates Total tract

A tract of land in part of Lots 6 and 7 of the James Long Estate, according to the plat attached to deed recorded in Book 445 Page 354 of the records of the City (former County) of St. Louis in U.S. Survey 2031, Township 45 North, Range 4 East, St. Louis County, Missouri and being more particularly described as follows:

Commencing at a point on the North line of North Outer Forty Road at the West line of Lot 5 of said Long Estate; thence along the North line of said North Outer Forty Road, South 84 degrees 42 minutes 48 seconds East 910.00 feet to the point of beginning of the herein described tract of land; thence leaving the North line of said North Outer Forty Road, North 5 degrees 17 minutes 12 seconds East, 712.31 feet to a point on the South line of a tract of land conveyed to Wayne and Ruthann Haynes by deed recorded in Book 9054 Page 2041 of the St. Louis County Records; thence along the South line of said Haynes tract the following courses and distance, North 87 degrees 03 minutes 05 seconds East, 193.42 feet; South 89 degrees 14 minutes 33 seconds East, 277.05 feet and South 79 degrees 19 minutes 54 seconds East 24.29 feet to a point on the West line of a tract of land conveyed to Edmund P. Andreas by deed recorded in Book 127 Page 498 of the St. Louis County Records; thence along the West line of said Andreas Tract, South 2 degrees 58 minutes 00 seconds West, 775.95 feet to a point on the North line of said North Outer Forty Road; thence along the North line of said North Outer Forty Road, along the arc of a curve to the left having a radius of 3,054.79 feet, an arc distance of 225.28 feet, more or less, to a point of tangency; and North 84 degrees 42 minutes 48 seconds West, 378.11 feet to the point of beginning; **EXCLUDING THE FOLLOWING THEREFROM:** A tract of land in part of Lot 6 of the James Long Estate, according to the plat attached to deed recorded in Book 445 Page 354 of the records of the City (former County) of St. Louis, in U.S. Survey 2031, Township 45 North, Range 4 East, St. Louis County, Missouri and being more particularly described as follows:

Commencing at a point on the North line of North Outer Forty Road at the West line of Lot 5 of said Long Estate; thence along the North line of said North Outer Forty Road, South 84 degrees 42 minutes 48 seconds East, 910.00 feet to the point of beginning of the herein described tract of land; thence leaving the North line of said North Outer Forty Road, North 5 degrees 17 minutes 12 seconds East 712.31 feet to a point on the South line of a tract conveyed to Wayne and Ruthann Haynes by deed recorded in Book 9054 Page 2041 of the St. Louis County Records; thence along the South line of said Haynes Tract, North 87 degrees 03 minutes 05 seconds East, 101.04 feet to a point; thence South 5 degrees 17 minutes 12 seconds West, 726.78 feet to a point in the North line of said North Outer Forty Road; thence along the North line of said North Outer Forty Road, North 84 degrees 42 minutes 48 seconds West, 100.00 feet to the point of beginning.

Ice Rink Parcel

A tract of land as conveyed to Summit Ice Center Investors, L.L.C., by instrument recorded in Book 14790, Page 648 of the St. Louis County records, being part of Lots 6 and 7 of James Long Estate, located in U.S. Survey 2031, Township 45, North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Beginning at the intersection of the west line of above said Lot 5 with the north right-of-way line of Interstate Highway 64, variable width, said point also being the southeast corner of Adjusted Lot 1 of Haynes Boundary Adjustment Plat as recorded in Plat Book 357, Pages 3 and 4 of above said records; thence along east, and southeastern lines of said Adjusted Lot 1 the following courses and distances: North 01 degrees 38 minutes 15 seconds East, 288.83 feet (North 01 degrees 00 minutes 00 seconds East, 288.52 feet); North 66 degrees 52 minutes 23 seconds East, 42.59 feet (North 66 degrees 15 minutes 54 seconds E, 42.84 feet); North 52 degrees 55 minutes 22 seconds East, 83.69 feet (North 52 degrees 18 minutes 53 seconds East); North 43 degrees 35 minutes 48 seconds East, 119.08 feet (North 42 degrees 59 minutes 19 seconds East); North 38 degrees 40 minutes 37 seconds East, 130.29 feet (North 38 degrees 04 minutes 08 seconds East) and North 50 degrees 31 minutes 21 seconds East, 99.71 feet (North 49 degrees 54 minutes 52 seconds East) to the intersection with west line of adjusted Lot 2 of above said Haynes Boundary Adjustment Plat; thence along the southern line of said Adjusted Lot 2 the following courses and distances: North 50 degrees 31 minutes 21 seconds East, 28.80 feet (North 49 degrees 54 minutes 52 seconds East); North 84 degrees 43 minutes 08 seconds East, 44.91 feet (North 84 degrees 06 minutes 38 seconds East); South 87 degrees 00 minutes 21 seconds East, 188.72 feet (South 87 degrees 36 minutes 50 seconds East); South 86 degrees 58 minutes 10 seconds East, 209.16 feet (South 87 degrees 34 minutes 39 seconds East) and North 87 degrees 39 minutes 34 seconds East, 260.46 feet (North 87 degrees 03 minutes 05 seconds East); thence departing last said southern line South 05 degrees 53 minutes 13 seconds West, 726.78 feet (South 05 degrees 17 minutes 12 seconds West) to the north right-of-way line of Interstate Highway 64; thence along said north right-of-way line, North 84 degrees 06 minutes 54 seconds West, 1010.00 feet (North 84 degrees 42 minutes 48 seconds West) to the Point of Beginning and containing 632,541 square feet or 14.521 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on March 23, 2012.

**Basis of Bearings:**

Adopted Haynes Boundary Adjustment Plat per P.B. 357, PGS. 3 and 4

**EXHIBIT C**

**Boundary Map of the District**

(Attached hereto.)

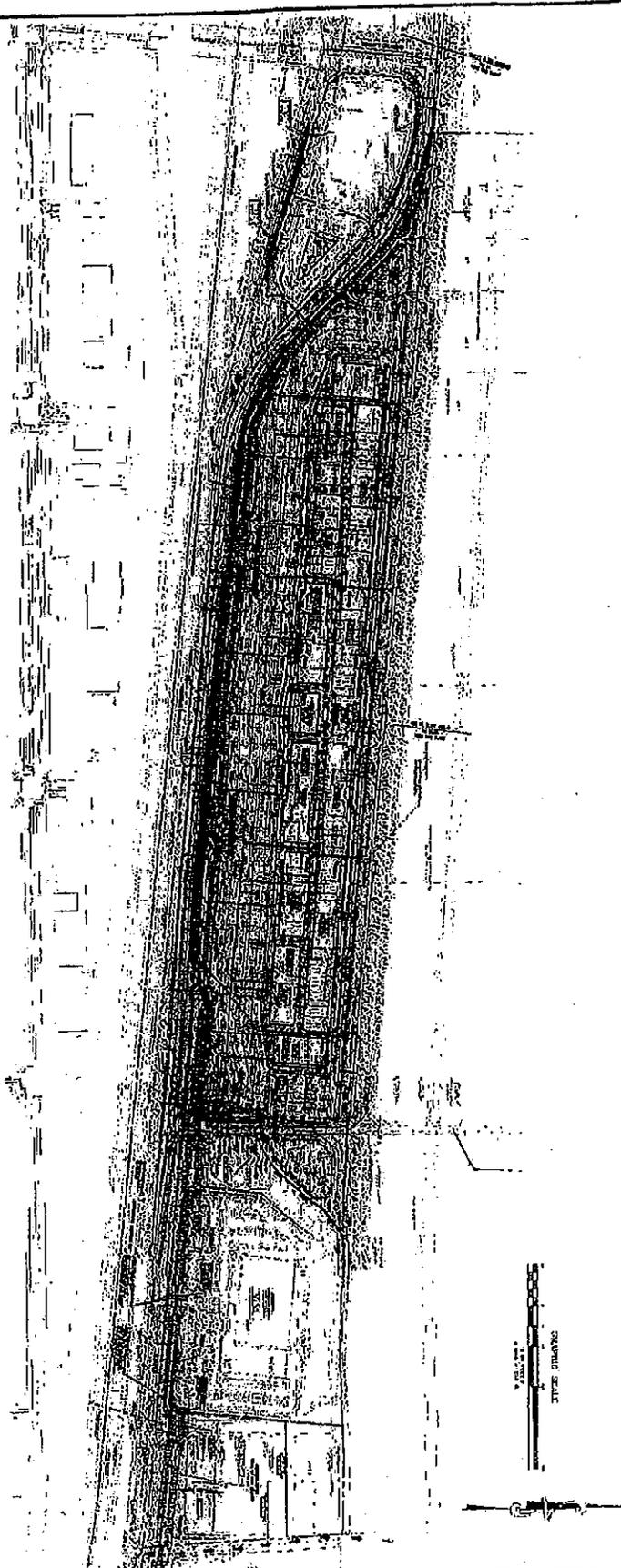




**EXHIBIT D**

**Concept Plan**

(Attached hereto.)



**PROPOSED DEVELOPMENT INFORMATION:**

**PERMITTED LOT AREA:** 1,000,000 sq. ft.  
**PERMITTED FLOOR AREA:** 1,000,000 sq. ft.  
**PERMITTED HEIGHT:** 40 feet  
**PERMITTED SETBACKS:** 25 feet front, 10 feet side, 10 feet rear

**PROPOSED DEVELOPMENT:**  
 - 1,000,000 sq. ft. of retail space  
 - 1,000,000 sq. ft. of parking space  
 - 1,000,000 sq. ft. of office space  
 - 1,000,000 sq. ft. of residential space

**PERMITTED LOT AREA:** 1,000,000 sq. ft.  
**PERMITTED FLOOR AREA:** 1,000,000 sq. ft.  
**PERMITTED HEIGHT:** 40 feet  
**PERMITTED SETBACKS:** 25 feet front, 10 feet side, 10 feet rear

**NOTICE:** This plan is submitted for the purpose of obtaining a permit for the proposed development. It is not intended to constitute a contract or a warranty of any kind. The developer shall be responsible for obtaining all necessary permits and for complying with all applicable laws and regulations. The city of Chesterfield reserves the right to modify or cancel this permit at any time without notice.

CONCEPT PLAN FOR:  
**CHESTERFIELD OUTLETS**  
 NORTH OUTER 40  
 CHESTERFIELD, MISSOURI 63005

PREPARED BY:  
**STOCK & ASSOCIATES**  
 Consulting Engineers, Inc.

C11

**EXHIBIT E**

**Form of Certificate of Grand Opening**

**CERTIFICATE OF GRAND OPENING**

To: North Outer Forty Transportation Development District  
[Address]  
[City/State/Zip]  
Attention: Chairman

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

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Transportation Development Agreement dated as of \_\_\_\_\_, 2012, among the City of Chesterfield, Missouri (the "City"), and Taubman Prestige Outlets of Chesterfield LLC ("Taubman") and Summit Ice Center Investors, L.L.C. and Summit Outer Forty Investors, L.L.C. and North Outer Forty Transportation Development District.*

The undersigned, on behalf of Taubman, hereby certifies that at least 300,000 square feet of gross leaseable space in the Taubman Development is complete and is open to the public for the primary purpose of engaging in the business of sales at retail.

Dated: \_\_\_\_\_

**TAUBMAN PRESTIGE OUTLETS OF CHESTERFIELD LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT F**

**Form of Certificate of Reimbursable Transportation Project Costs**

**CERTIFICATE OF REIMBURSABLE TRANSPORTATION PROJECT COSTS**

To: North Outer Forty Transportation Development District  
[Address]  
[City/State/Zip]  
Attention: Chairman

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

Re: North Outer Forty Transportation Development District – Certificate of Reimbursable Transportation Project Costs

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Transportation Development Agreement (the "Agreement") dated as of \_\_\_\_\_, 2012, among the City of Chesterfield, Missouri (the "City"), and Taubman Prestige Outlets of Chesterfield LLC ("Taubman") and Summit Ice Center Investors, L.L.C. ("Summit Ice") and Summit Outer Forty Investors, L.L.C. ("Summit Investors" and, together with Summit Ice, "Summit") and North Outer Forty Transportation Development District (the "District"). In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on **Schedule 1**, attached hereto and incorporated herein by reference, is a Reimbursable Transportation Project Cost and was incurred in connection with the construction of the Transportation Project.

2. These Reimbursable Transportation Project Costs have been paid by [Taubman/Summit/the City] and are reimbursable under the Agreement.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed by the District and no part thereof has been included in any other Certificate of Reimbursable Transportation Project Costs previously filed with the District.

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

5. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

6. If any cost items to be reimbursed under this Certificate of Reimbursable Transportation Project Costs is deemed not to constitute "Reimbursable Transportation Project Costs" within the meaning as defined in the Agreement, [Taubman/Summit/the City] shall have the right to substitute other eligible Reimbursable Transportation Project Costs for payment hereunder.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**[TAUBMAN/SUMMIT/CITY]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[CONSULTING ENGINEER]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved for payment this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**NORTH OUTER FORTY  
TRANSPORTATION DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT G**

**Form of Certificate of Substantial Completion**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Pursuant to that certain Transportation Development Agreement dated as of \_\_\_\_\_, 2012, among the City of Chesterfield, Missouri (the "City"), and Taubman Prestige Outlets of Chesterfield LLC ("Taubman") and Summit Ice Center Investors, L.L.C. ("Summit Ice") and Summit Outer Forty Investors, L.L.C. ("Summit Investors" and, together with Summit Ice, "Summit") and North Outer Forty Transportation Development District (the "District"), the undersigned hereby certifies to the District as follows:

1. As of \_\_\_\_\_, 20\_\_\_\_, the construction of all or a functional portion of the [Taubman/Summit] Transportation Project (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement, as follows: \_\_\_\_\_ [insert description of functional portion].

2. The construction of such portion of the Transportation Project has been performed in a workmanlike manner and substantially in accordance with the Construction Plans (as that term is defined in the Agreement), subject to changes that are permissible under the Agreement and changes that have been approved if required under the Agreement.

3. This Certificate of Substantial Completion is accompanied by the project architect's or owner representative's certificate of substantial completion on AIA Form G-704, a copy of which is set forth as Appendix A, attached hereto and incorporated herein by reference, certifying that the Transportation Project have been substantially completed in accordance with the Agreement.

4. Copies of the lien waivers received by [Taubman/Summit] from its general contractor (and subcontractors, to the extent required by [Taubman/Summit]) for such portion of the Transportation Project covered by this Certificate of Substantial Completion are set forth as Appendix B, attached hereto and incorporated herein by reference.

5. This Certificate of Substantial Completion is being issued by [Taubman/Summit] to the District in accordance with the Agreement to evidence [Taubman's/Summit's] satisfaction of all material obligations and covenants with respect to such portion of the Transportation Project.

6. Upon such acceptance by the District, [Taubman/Summit] may record this Certificate of Substantial Completion in the office of the St. Louis County Recorder of Deeds. This Certificate of Substantial Completion is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

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

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**[TAUBMAN/SUMMIT]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED:**

**[CONSULTING ENGINEER]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NORTH OUTER FORTY  
TRANSPORTATION DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF CHESTERFIELD**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Insert Notary Form(s) and Legal Description)

**EXHIBIT H**

**Reimbursable Transportation Project Costs**

(Attached hereto.)

**Detail of Estimated Budgeted Expenditures**

**Taubman Transportation Project**

1. North Outer Forty and Boone's Crossing Improvements	\$3,957,500
a. Land acquisition	\$ 300,000
b. Design, survey, construction observation	\$ 512,500
c. Construction	\$3,145,000
2. Stormwater Drainage Improvements	\$2,579,500
a. Land acquisition, easements, dedications	\$ 650,000
b. Design, survey, construction observation	\$ 512,500
c. Construction	\$1,417,000
3. Levee Bike/Hiking Trail Parking and Access Area	\$2,095,000
a. Land acquisition, easements, dedications	\$1,300,000
b. Design, survey, construction, observation	\$ 512,500
c. Construction	\$ 282,500

**City Transportation Project**

4. North Outer Forty Road to future intersection with Baxter Road	\$4,100,000
a. Land acquisition, easements, dedications	\$ 300,000
b. Design, survey, construction, observation	\$ 675,000
c. Construction	\$3,125,000
5. Extension of North Outer Forty Road to Chesterfield Parkway, with related Slip Ramp and reconfiguration of access and entrances	\$12,075,000
a. Land acquisition	\$1,100,000

b. Design, survey, construction observation	\$2,180,000
c. Construction	\$8,795,000
6. Access Road and Parking Area with access to Public Wetlands	\$ 750,000
a. Land acquisition	\$100,000
b. Design, survey, construction observation	\$150,000
c. Construction	\$500,000
7. Trailhead and related facilities	\$ 550,000
a. Land acquisition	\$ 50,000
b. Design, survey, construction observation	\$100,000
c. Construction	\$400,000
8. Baxter Road overpass U.S. 40/I-64	\$8,000,000
a. Land acquisition	\$1,200,000
b. Design, survey, construction observation	\$1,200,000
c. Construction	\$5,600,000
9. Collector-Distributor System I-64 to Boones Crossing	\$4,000,000
a. Land acquisition	\$1,000,000
b. Design, survey, construction observation	\$ 750,000
c. Construction	\$2,250,000
10. Long Road Interchange Contribution	\$5,000,000
a. Land acquisition	\$2,000,000
b. Design, survey, construction observation	\$1,200,000
c. Construction	\$1,800,000
<b>Summit Transportation Project</b>	
11. Improvements to Summit property	\$4,000,000
a. Structured parking	\$2,500,000

b. Design, survey, construction observation	\$ 300,000
c. Construction	\$1,200,000

**Taubman Transportation Project**

12. Other professional costs, soft costs and Interest Charges	\$3,600,000
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## EXHIBIT I

### Form of District's Bidding and Contracting Guidelines

### NORTH OUTER FORTY TRANSPORTATION DEVELOPMENT DISTRICT BIDDING AND CONTRACTING GUIDELINES

#### General Provisions

#### 1. Institution of Proceedings:

All proceedings to undertake the construction of any project, except emergency work or repairs requiring prompt attention and ordinary maintenance work, shall be limited to those projects approved in the Judgment and Order Organizing a Transportation Development District entered on \_\_\_\_\_, 20\_\_\_\_, by the St. Louis County Circuit Court, or additional projects approved by the qualified voters of the District in accordance with Section 238.257 of the Missouri Transportation Development District Act, Sections 238.200 to 238.275 of the Revised Statutes of Missouri, as amended (the "TDD Act").

#### 2. When Bids Are Required; Emergency Procedures:

All public improvements constructed or made at the expense of the District costing more than \$5,000, and all public purchases of personal property worth more than \$1,000, shall be let by contract to the lowest and best bidder. No purchase shall be subdivided in order to avoid the bidding requirements set forth in this paragraph.

In case of an emergency which requires immediate purchase of supplies or services and time is of the essence, the District shall be empowered to authorize the purchase or to secure the services needed without complying with the procedures as set forth in this section.

#### Bidding Procedure

#### 1. Procedural Requirements:

The District and all parties contracting with or on behalf of the District shall follow the procedure set forth below in relation to all bids:

- a. At least three bids shall be solicited;
- b. All bids shall be in writing;
- c. All bids shall contain the following information: Name of the firm, experience of the firm and its ability to meet time schedules, and the cost of services, outside consultants and associates usually retained, if applicable;
- d. A summary of bids received shall be entered upon the records of the District for public inspection. Thereinafter, and within a reasonable time, the District shall make a decision to accept a bid or reject any or all bids, and shall give reasons for this decision;

e. The District shall have the authority to reject any and all bids and re-advertise or re-solicit bids whenever it is deemed to be in the best interest of the District.

## **2. Evaluating the Bids:**

After the District has reviewed and investigated all bids received, it will consider the following factors in determining the lowest and best bidder:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- b. Whether the bidder can perform the contract to provide the services promptly or within the required time period without delay or interference;
- c. The quality of performance of previous contracts or services;
- d. The previous and existing compliance by the bidder with applicable laws and ordinances;
- e. The financial resources and the ability of the bidder to perform the contract or provide the service;
- f. The quality, availability and adaptability of the supplier or services.

## **3. Rejection of Bids:**

The District may reject any and all bids, in its discretion, if such bids do not conform to the requirements of the plans, specifications and profiles or if the bids exceed the consulting engineer's cost estimate.

### **Awarding the Contract**

#### **1. Requirements for Contract:**

The District or its designee and the successful bidder shall enter a written contract which sets forth the terms thereof, provides for the completion of such work according to the plans and specifications and within the time agreed upon, and prescribes the manner in which payment for the same shall be made. Further, the contract shall provide that in no event is the District or its designee liable for any negligence causing or tending to cause damage to private property, or for the payment of any sum whatever for work done under such contract except as provided in the contract. Also, the proposal sheet, instructions to bidders, the accepted bid, maps, plans and specifications and profiles shall be attached to such contract and made a part thereof.

As part of each contract, the District or its designee shall reserve the right to make any additions to, omissions from, changes in substitutions for the work or materials called for by the plans and specifications. Further, the contract shall provide that the District or its designee is not liable for any additional work or material unless the District or its designee agrees to such additional work or material and the cost thereof.

**2. Performance and Payment Bonds**

Prior to the commencement of the work on any public works contract in excess of \$25,000, the District or its designee will require that the bidder furnish a performance bond and a labor and material payment bond in the full amount of the contract price, conditioned on the bidder faithfully and completely complying with all the terms and conditions of the contract, and the bidder paying for all labor and material employed that are used in the work and provided for in such contract, paying all insurance premiums, and holding the District or its designee harmless on account of any damage which may accrue to any person by reason of the negligence of such bidder in performing such work or against any liens growing out of such labor performed or materials furnished. In lieu of such performance bond and labor and material payment bond, the District may accept a letter of credit or other similar security instrument in the full amount of the contract price. In lieu of providing such performance bond and labor and material payment bond or any such letter of credit or other similar security instrument to the District, such performance bond and labor and material payment bond or any such letter of credit or other similar security instrument may be provided to the Missouri Highways and Transportation Commission or the applicable local transportation authority that will enter into a mutually satisfactory agreement with the District regarding ownership and future maintenance of the public works to be undertaken by the bidder.

**3. Prevailing Wage**

All contracts for the construction of public works shall provide that all contractors and subcontractors, exclusive of those contractors or subcontractors performing maintenance work, shall be paid the prevailing hourly wage that is paid for work of similar character in the locality of the City of Chesterfield, Missouri, as provided for in the prevailing wage determination on file with the District or the City of Chesterfield, Missouri. Such a requirement shall extend only to those workmen employed directly by contractors or subcontractors in actual construction work on the job site for the project or in hauling materials or equipment for some phase of the construction to the job site for the project, other than the mere transportation to the site of construction.

**4. Contracts for Professional Services; Prohibition against Contingent Fees:**

Any contract entered into by the District for architectural, engineering, land surveying or other professional services must be negotiated at a fair and reasonable price on the basis of demonstrated competence and qualifications for the type of services required. Each contract entered into by the District for professional services shall contain a complete prohibition against any contingent fees.

**5. Conflicts of Interest**

The District shall not execute any contract within the purview of the District in which any District officer is financially interested, directly or indirectly, except that before the execution of a contract, the District shall nonetheless have the authority to execute such a contract in compliance with this section if the District finds such action to be in the best interest of the District and if the interested officer does not participate in any deliberations or actions in connection with approval of the contract, except for any ministerial actions related to the individual's duties as an officer of the District.



Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

(Attach E-Verify Memorandum of Understanding.)

## **UNFINISHED BUSINESS**

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

**NEW BUSINESS**

## **LEGISLATION**

**BILL NO. 3082** – AN ORDINANCE AMENDING ORDINANCE 7 PERTAINING TO THE MAYOR'S OBLIGATION TO PERFORM THE CITY ADMINISTRATOR'S DUTIES. **(SECOND READING) (THE F&A COMMITTEE OPPOSES BILL #3082)**

**BILL NO. 3083** – AN ORDINANCE AMENDING SECTIONS 2-74 AND 2-80 OF THE CITY CODE PERTAINING TO THE CITY ADMINISTRATOR'S DUTIES AND AUTHORITY. **(SECOND READING) (THE F&A COMMITTEE RECOMMENDS APPROVAL OF BILL #3083, AS AMENDED.)**

**BILL NO. 3084** – AN ORDINANCE AMENDING SECTION 2-5 OF THE CITY CODE PERTAINING TO NOTICE OF LIABILITY CLAIMS. **(SECOND READING) (THE F&A COMMITTEE RECOMMENDS APPROVAL OF BILL #3084, AS PRESENTED)**

**BILL NO. 3085** – AN ORDINANCE AMENDING SECTION 2-29 OF THE CITY CODE PERTAINING TO DUTIES AND POWERS OF THE MAYOR AND CITY COUNCIL. **(SECOND READING) (THE F&A COMMITTEE RECOMMENDS APPROVAL OF BILL #3085, AS PRESENTED)**

**BILL NO. 3086** – AN ORDINANCE AMENDING ORDINANCE 12, ORDINANCE 528 AND SECTION 2-47 OF THE CITY CODE PERTAINING TO SCHEDULING OF REGULAR MEETINGS OF CITY COUNCIL. **(SECOND READING) (THE F&A COMMITTEE RECOMMENDS APPROVAL OF BILL #3086, AS PRESENTED)**

**BILL NO. 3087** – AN ORDINANCE AMENDING SECTION 2-50 OF THE CITY CODE PERTAINING TO RULES OF PROCEDURE FOR THE MAYOR AND CITY COUNCIL. **(SECOND READING) (THE F&A COMMITTEE OPPOSES BILL #3087)**

**BILL NO. 3088** – AN ORDINANCE AMENDING SECTION 2-82 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY ADMINISTRATOR DURING TEMPORARY ABSENCES. **(SECOND READING) (THE F&A COMMITTEE OPPOSES BILL #3088)**

**BILL NO. 3089** – AN ORDINANCE AMENDING SECTION 2-91 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY CLERK. **(SECOND READING) (THE F&A COMMITTEE RECOMMENDS APPROVAL OF BILL #3089, AS PRESENTED)**

**BILL NO. 3162** – AN ORDINANCE RE-ADOPTING THE PROCEDURE ESTABLISHED IN ORDINANCE NO. 605 OF THE CITY OF CHESTERFIELD AS THE PROCEDURE FOR DISCLOSURE OF CONFLICTS FOR CERTAIN MUNICIPAL OFFICIALS. **(FIRST READING)**

**AN ORDINANCE AMENDING ORDINANCE 7 PERTAINING TO THE MAYOR'S OBLIGATION TO PERFORM THE CITY ADMINISTRATOR'S DUTIES.**

**WHEREAS**, The City Council of the City of Chesterfield sought to identify differences in the Chesterfield Code when compared to Ordinance 7, Ordinance 8, and Ordinance 11; and

**WHEREAS**, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

**WHEREAS**, Ordinance 7, was passed and approved by the City Council on June 1<sup>st</sup>, 1988; and

**WHEREAS**, Section 9 of Ordinance 7 requires the Mayor to perform the duties of the City Administrator during any period in which the City is without a City Administrator or City Administrator Pro tem; and

**WHEREAS**, the City of Chesterfield passed and approved Ordinance 398 on February 5<sup>th</sup>, 1990, which provided for the adoption and enactment of a new Code for the City of Chesterfield, providing for the repeal of certain Ordinances therein; providing a penalty for the violation thereof; providing for the manner of amending such Code; and providing when such Code and Ordinance would become effective; and

**WHEREAS**, the adopted Code did not incorporate the specific provisions of Ordinance 7, Section 9; and

**WHEREAS**, Missouri Revised Statutes, RSMo 77.450 provides guidance for temporary appointments.

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

**Section 1.**

Section 7 of Ordinance #9 which is copied below for reference, is hereby deleted in its entirety.

***(To be deleted) Ordinance #7, Section 9. During any period in which the City of Chesterfield is without a City Administrator or City Administrator pro tem, the Mayor shall have the responsibility to perform the City Administrator's duties.***

**Section 2.**

All other sections and provisions of Ordinance #9 are unchanged.

**Section 3.** This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved by the City Council of the City of Chesterfield, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Bob Nation, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, CITY CLERK**

FIRST READING HELD 5/2/2016

**AN ORDINANCE AMENDING SECTIONS 2-74 AND 2-80 OF THE CITY CODE PERTAINING TO THE CITY ADMINISTRATORS DUTIES AND AUTHORITY.**

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

**Section 1.** Chesterfield City Code Section 2-74 is hereby repealed in its entirety and replaced with the following words and phrases:

**Section 2-74 Duties and authority.**

*The City Administrator shall be the Chief Administrative Officer of the City and shall serve as the Chief Administrative Assistant to the Mayor. He shall be responsible for the administration and management of the business and employees of the City. He shall have the following duties and powers:*

**(1) General administrative.**

- (a) *Carry out all lawful policies established by the Mayor and City Council.*
- (b) *Establish short and long-range goals for the City with the approval of the Mayor and City Council.*
- (c) *Develop a plan of organization to establish areas of responsibility, lines of authority and formal channels of communication for approval by the Mayor and City Council.*
- (d) *Provide for the maintenance of the physical property and equipment of the City; meet operation conditions in compliance with applicable federal, state and local legal requirements.*
- (e) *Provide for periodic reports to the Mayor and City Council on all aspects of the City's activities.*
- (f) *Provide for meaningful relationships and communications between the City and its residents.*
- (g) *Provide for an economic, efficient and safe delivery of supplies and services necessary in rendering efficient services to the City and its residents.*
- (h) *Provide for a sound, stable and realistically economical insurance and bonding program for all aspects of City liability and risk.*
- (i) *Supervise the operational activities of all City Departments.*
- (j) *Coordinate the activities of all Departments, Agencies and Offices.*

- (k) *Prescribe such rules and regulations as are necessary for the conduct of the City's Departments, Agencies and Offices, and revoke, suspend or amend any rule or regulation of any City Department, Agency or Office.*
- (l) *Be accountable to the Mayor and City Council for any actions taken when requested to do so, and at all times be subject to the supervision, direction and control of the Mayor. ~~subject to review by the City Council.~~*
- (m) *Prepare and submit to the Mayor and City Council an annual statement of objectives which will specify goals and time tables consistent with objectives set forth by the Mayor and City Council.*
- (n) *Perform related duties as required by the Mayor and City Council not inconsistent with the statutes of the State of Missouri and the ordinances of the City of Chesterfield.*
- (2) *Budgetary. A plan for the fiscal solvency and security of the City, including the submission of a realistic annual budget which provides for a program of sound fiscal management.*
- (3) *Committee liaison.*
  - (a) *Attend all meetings of the City Council and, as requested, meetings of all City Council committees.*
  - (b) *Serve as liaison between the Mayor and City Council and the various Committees, Boards and Commissions of the City and their members.*
- (4) *Personnel.*
  - (a) *Recommend the establishment and maintenance of personnel programs employing sound personnel policies and practices which are internally consistent and externally competitive.*
  - (b) *Promote the organization and continuing development of a competent City staff.*
  - (c) *Design, prepare and submit for review and adoption by the City Council personnel procedures, position classifications and compensation schedules for employees covered in the City's personnel program.*
  - (d) *Prescribe the functions and duties of officers and employees of the City not otherwise prescribed by any ordinance of the City of Chesterfield.*
  - (e) *Appoint, promote or remove from service all officers, who are not elected to office, and employees of the City, except as otherwise provided by law or City ordinance; provided, however, that any person so removed from service may appeal his dismissal to the Mayor and City Council by giving notice in writing within ten (10) days following notification of dismissal. All such actions by the Administrator shall be based upon merit, qualifications or disqualifications of the officers or employees concerned without*

*regard to his political beliefs or affiliations.*

- (f) Establish such administrative rules and regulations, not inconsistent with law or established City policy, as may be necessary or proper for the efficient and economical conduct of the business of the City.*
- (5) Financial.*
  - (a) Supervise the collection and deposit of all taxes and revenues such as, but not limited to, sales, personal property, real estate, gasoline, cigarette and intangible taxes and road and bridge fund revenues, license and permit fees, federal revenue sharing funds and court fines.*
  - (b) Supervise in the manner prescribed by ordinance the purchase of all materials, supplies and equipment for which funds are provided in the budget or appropriated by the City Council.*
  - (c) Keep the Mayor and City Council advised of the financial condition and future needs of the City, including the anticipated financial impact of proposed ordinances and make such recommendations as he may deem appropriate.*
  - (d) Supervise the preparation of a monthly status report covering all departmental operations and City financial conditions.*
  - (e) Supervise and coordinate efforts on behalf of the City to obtain financial grants from any sources.*
  - (f) Keep fully advised of the financial condition and future financial needs of the City.*
  - (g) Serve as ex-officio Deputy Collector for the City and have and perform all of the authority, rights and duties of the Collector in the event of his refusal to do so, absence, illness or disability, but at no additional compensation therefor.*
- (6) Press releases. The Administrator shall be responsible for keeping the public informed of the purposes and methods of the City government through all available news media.*
- (7) Other duties. Perform such other duties as may be imposed upon him by the Mayor and City Council or by a contract of employment with the City.*

**Section 2.** Chesterfield City Code Section 2-80 is hereby repealed in its entirety and replaced with the following words and phrases:

Section 2-80 Interference by City Councilmembers prohibited, exceptions.

*No member of the City Council shall directly interfere with the conduct of any Department, Agency or Office or with the duties of employees*

*subordinate to the Administrator. Nothing herein is intended to limit communications between Elected Officials, the City Administrator, and Department Heads. However, no Elected Official is authorized or permitted to interfere with employees subordinate to the Administrator that would require substantial effort, investigation, creation of work product or otherwise cause staff to deviate from the execution of normal work processes or existing assignments. Any such request by an elected official should be directed to a standing committee of City Council for disposition.*

**Section 3.** If any section, subsection, sentence, clause, phrase or portion of this amendment is for any reason held invalid or unconstitutional by a judgment of a court of competent jurisdiction, as to which no further appeal right exists, such portion shall be deemed separate, distinct and independent provision and such holding shall not affect the validity or remaining portions hereof.

**Section 4.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

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

Passed and approved by the City Council of the City of Chesterfield, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
**PRESIDING OFFICER**

\_\_\_\_\_  
**Bob Nation, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, CITY CLERK**

FIRST READING HELD 5/2/2016

**AN ORDINANCE AMENDING SECTION 2-5 OF THE CITY CODE PERTAINING TO NOTICE OF LIABILITY CLAIMS.**

**WHEREAS**, The City Council of the City of Chesterfield sought to identify Ordinances or City Code sections which may deviate from the provisions of the Missouri Revised Statutes; and

**WHEREAS**, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

**WHEREAS**, Chesterfield City Code Section 2-5 requires that notice be provided to the City Administrator; and

**WHEREAS**, Chapter 77.600 RSMo 1986 requires that the specified notice be delivered to the Mayor; and

**WHEREAS**, The City Council desires to reconcile the City Code with State Statutes.

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

**Section 1.**

Chesterfield City Code Section 2-5 (a) is hereby amended by removing the reference to “City Administrator” and replacing it by requiring notice to be provided to the Mayor, to read as follows:

Sec. 2-5 Notice of claim prior to institution of suit for damages against the City

*(a) In accordance with Chapter 77.600 RSMo 1986, no action shall be maintained against the City on account of any injuries growing out of any defect or unsafe condition of or on any bridge, boulevard, street, sidewalk or thoroughfare in the City, until notice shall first have been given in writing to the ~~City Administrator~~ **Mayor**.*

**Section 2.**

All other sections and provisions of City Code Section 2-5(a) are unchanged.

**Section 3.** This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved by the City Council of the City of Chesterfield, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
**PRESIDING OFFICER**

\_\_\_\_\_  
**Bob Nation, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, CITY CLERK**

FIRST READING HELD 5/2/2016

**AN ORDINANCE AMENDING SECTION 2-29 OF THE CITY CODE PERTAINING TO DUTIES AND POWERS OF THE MAYOR AND CITY COUNCIL.**

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

**Section 1.**

Chesterfield City Code Section 2-29 is hereby amended by deleting the sentence "The Mayor shall execute on behalf of the City all contractual and legal documents approved by the City Council" to read as follows:

Sec. 2-29 Duties and Powers

The Mayor shall be the chief executive officer of the City and shall be recognized as the official head of the City by the Governor for all legal purposes. The Mayor shall preside at all meetings of the City Council and all ceremonial occasions. ~~The Mayor shall execute on behalf of the City all contractual and legal documents approved by the City Council.~~ The Mayor shall preside over the City Council but shall not vote except in case of a tie in said Council, when he shall cast the deciding vote; but provided, however, that he shall have no such power to vote in cases when he is an interested party.

**Section 2.** If any section, subsection, sentence, clause, phrase or portion of this amendment is for any reason held invalid or unconstitutional by a judgment of a court of competent jurisdiction, as to which no further appeal right exists, such portion shall be deemed separate, distinct and independent provision and such holding shall not affect the validity or remaining portions hereof.

**Section 3.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**Section 4.** This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved by the City Council of the City of Chesterfield, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
**PRESIDING OFFICER**

\_\_\_\_\_  
**Bob Nation, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, CITY CLERK**

FIRST READING HELD 5/2/2016

**AN ORDINANCE AMENDING ORDINANCE 12, ORDINANCE 528 AND SECTION 2-47 OF THE CITY CODE PERTAINING TO SCHEDULING OF REGULAR MEETINGS OF CITY COUNCIL.**

**WHEREAS**, The City Council of the City of Chesterfield sought to identify Ordinances or City Code sections which may deviate from the provisions of the Missouri Revised Statutes; and

**WHEREAS**, The City Council desires to reconcile the Chesterfield City Code with City Council scheduling preferences.

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

**Section 1.**

Chesterfield City Code Section 2-47 is hereby repealed in its entirety and replaced as follows:

**Delete existing**

**Section 2-47 Regular Meetings.**

The regular meeting of the City Council shall be on the first and third Mondays of each month beginning at 7:00 p.m. and no notice of such regular meetings shall be required provided that if such meeting date should fall on a legal holiday or if there is no quorum present, the meeting shall be held on the following day at 7:00 p.m. The meeting place of the Council shall be at the City Hall unless otherwise ordered by the Council.

**Replace with new Section 2-47**

**Section 2-47 Regular Meetings.**

***Regular meetings of the Chesterfield City Council shall be on the First and Third Mondays of each month beginning at 7:00 p.m. The meeting place of the City Council shall be at the City Hall unless otherwise ordered by the City Council. The City Council may cancel or reschedule meetings if City Council determines it to be in the best interests of the general public. Notice for all meetings shall be provided in accordance with RSMo 610.***

**Section 2.**

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

**BILL NO. 3086**

**ORDINANCE NO. \_\_\_\_\_**

Passed and approved by the City Council of the City of Chesterfield,  
Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
**PRESIDING OFFICER**

\_\_\_\_\_  
**Bob Nation, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, CITY CLERK**

FIRST READING HELD 5/2/2016

**AN ORDINANCE AMENDING SECTION 2-50 OF THE CITY CODE PERTAINING TO RULES OF PROCEDURE FOR THE MAYOR AND CITY COUNCIL.**

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

**Section 1.**

Chesterfield City Code Section 2-50 is hereby repealed and replaced with the following words and phrases:

*Section 2-50 Rules of procedure.*

*The following rules of procedure shall govern the conduct of all meetings of the City Council, although these rules, other than those prescribed by statute, may be suspended at any time by the consent of a majority of the Council present at any meeting.*

Rule 1. *The Mayor shall decide all questions of order.*

Rule 2. *A member of Council discussing a question shall address the Mayor and no member of Council has the floor until recognized by the Mayor.*

**Delete Rule 3.**

**~~Rule 3. — A roll call vote of yeas and nays shall be taken and recorded on the journal of proceedings for all ordinances or propositions which create any liability against or obligation on the part of the City or for the expenditure or appropriation of its money, and in all other instances where request therefore is made by any member of Council.~~**

Rule 34. *All motions and amendments shall be reduced to writing at the request of the Mayor or any Councilman and shall be handed to the City Clerk, who shall read the same to the City Council.*

Rule 45. *No vote or action of the City Council shall be rescinded at any special meeting unless there be present at such meeting as many members of the Council as were present when such vote or action was taken.*

Rule 56. *All meetings of the Council shall be open to the public, except as to portions of such meetings from which the Council may, by majority vote of the members present and voting, exclude the public as permitted under the Sunshine Act as amended.*

*Rule 67. Any person in attendance at an executive session is honor-bound not to violate the confidentiality of the discussion taking place during the session, except as to any portions thereof which may clearly transgress the Sunshine Act.*

*Rule 78. The City Administrator shall set the agenda for each regular meeting and each special meeting, and shall make the same known to the Council and to the press as far in advance of such meeting as may be practicable, preferably two (2) days in advance of such meeting.*

*Rule 89. The general public shall be afforded an opportunity to address the Council during the portion of the order of business set aside for Communications and Petitions. Any person desiring to address the Council shall be required to identify himself, stating his home address or place of business, and to address his remarks to the Mayor. Councilmen desiring further information or comment from the speaker or from any other person in the audience should request the same through the Mayor. Protracted, repetitive, irrelevant or abusive remarks from the public may be closed off at any time by direction of the Mayor.*

**Section 4.** This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved by the City Council of the City of Chesterfield, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
**Bob Nation, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, CITY CLERK**

FIRST READING HELD 5/2/2017

**AN ORDINANCE AMENDING SECTION 2-82 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY ADMINISTRATOR DURING TEMPORARY ABSENCES.**

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

**Section 1.**

Chesterfield City Code Section 2-82 is hereby repealed in its entirety and replaced with the following words and phrases:

**Section 2-82 Administrator Pro-Tem.**

*In the event that the Administrator shall be absent due to illness, disability, vacation or for personal reasons, the City Administrator shall designate a **City Employee to serve as temporary City Administrator** who shall have and perform all of the powers, rights and duties of the Administrator during such absence, but the individual so designated shall receive no additional compensation therefor. In the event the duration of the absence is expected to exceed five (5) working days, the City Administrator's designate is subject to the consent of the Mayor.*

**Section 2.** If any section, subsection, sentence, clause, phrase or portion of this amendment is for any reason held invalid or unconstitutional by a judgment of a court of competent jurisdiction, as to which no further appeal right exists, such portion shall be deemed separate, distinct and independent provision and such holding shall not affect the validity of remaining portions hereof.

**Section 3.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**Section 4.** This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved by the City Council of the City of Chesterfield, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
**PRESIDING OFFICER**

\_\_\_\_\_  
**Bob Nation, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, CITY CLERK**

FIRST READING HELD 5/2/2016

**AN ORDINANCE AMENDING SECTION 2-91 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY CLERK.**

**WHEREAS**, The City Council of the City of Chesterfield sought to identify Ordinances or City Code sections which may deviate from the provisions of the Missouri Revised Statutes; and

**WHEREAS**, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

**WHEREAS**, Chesterfield City Code Section 2-91 contains provisions regarding the appointment, supervision and termination of the City Clerk; and

**WHEREAS**, RSMo 77.410 prescribe the statutory duties of the City Clerk, and

**WHEREAS**, RSMo 77.046 provides that non-elected officers of the City shall be appointed and discharged by the City Administrator, and

**WHEREAS**, The City Council desires to reconcile the City Code with City Council procedures and practices.

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

**Section 1.**

The existing Chesterfield City Code Section 2-91 is hereby repealed in its entirety and replaced as follows:

**Delete the existing section**

**Section 2-91 Appointment**

The City Administrator shall appoint the City Clerk with the consent of the City Council. The term of the City Clerk shall continue from the date of appointment for an indefinite period of time not to exceed four (4) years or until his employment is terminated by the Mayor with the approval and consent of the City Council. Such termination shall not be effective until thirty (30) days' written notice thereof has been given to the City Clerk.

**Section 2.**

Chesterfield City Code Section 2-91 is replaced as follows:

**Replace with New section which reads as follows:**

**Section 2-91 Appointment**

The City Administrator shall appoint the City Clerk with the consent of the City Council. The term of the City Clerk shall continue from the date of appointment for an indefinite period of time not to exceed four (4) years. The City Clerk may be removed from office by the City Administrator with consent of the City Council.

**Section 3.**

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

Passed and approved by the City Council of the City of Chesterfield, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
**PRESIDING OFFICER**

\_\_\_\_\_  
**Bob Nation, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, CITY CLERK**

FIRST READING HELD 5/2/2016

**AN ORDINANCE RE-ADOPTING THE PROCEDURE ESTABLISHED IN ORDINANCE NO. 605 OF THE CITY OF CHESTERFIELD AS THE PROCEDURE FOR DISCLOSURE OF CONFLICTS FOR CERTAIN MUNICIPAL OFFICIALS.**

WHEREAS, Missouri Statute 105.485 authorizes the City of Chesterfield to adopt an ordinance which establishes its own method of disclosing potential conflicts of interest; and

WHEREAS, without such an ordinance, each official, officer or employee of the City, and each candidate for office shall be required to file a financial interest statement with the Missouri Ethics Commission, pursuant to subsection 2 of Section 105.485; and

WHEREAS, the City Council originally adopted its own ordinance establishing a method of disclosing potential conflicts of interest with Ordinance No. 605, adopted August 19, 1991 and has renewed the ordinance at least biennially, and often annually, since 1991; and

WHEREAS, the City Council finds it is in the best interest of the public to readopt Ordinance No. 605 as the procedure for disclosure of conflicts of interest for the City of Chesterfield;

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

**Section 1.** The City of Chesterfield hereby formally re-adopts the procedure set out in Ordinance No. 605 as the procedure for disclosure of potential conflicts of interest and substantial interests.

**Section 2.** All requirements as set out in Ordinance No. 605 are to remain in full force and effect.

**Section 3.** The City Clerk is directed to send a certified copy of this Ordinance to the Missouri Ethics Commission prior to September 15, 2017.

**Section 4.** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

First Reading Held: \_\_\_\_\_

BILL NO. 613

ORDINANCE NO. 605

**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.**

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

Section 1. Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 2. Conflicts of Interest. All elected and appointed officials as well as employees of the City of Chesterfield must comply with Section 105.454 of the Missouri Revised Statutes and Ordinance 604 regarding conflicts of interest as well as any other state law governing official conduct. The Mayor and any members of the City Council who has a substantial personal or private interest as defined by state law and set out below in any bill shall disclose on the records of the City Council the nature of his or her interest and shall disqualify himself or herself from voting on any matters related to this interest.

Section 3. Substantial or Private Interest. Any member of the City Council as well as any appointed officials and employees shall have a substantial or private interest in any measure, bill or other ordinance proposed or pending before the City if that interest is an ownership by the individual, his or her spouse, or his or her dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Section 4. Disclosure Reports. Each elected official the City Administrator (as the chief administrative officer) and the Director of Finance (as the chief purchasing officer) and the general counsel (City Attorney) (if employed full-time) shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

c. The City Administrator as the chief administrative officer and the Director of Finance as the chief purchasing officer also shall disclose by May 1 for the previous calendar year the following information:

1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was receiving during the year covered by the statement;
2. The name and address of each sold proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

Section 5. Filing of Reports. The reports, in the attached format (See Exhibit "A" & "B"), shall be filed with the City Clerk and with the Secretary of State prior to January 1, 1993, and thereafter with the Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 6. When Filed. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

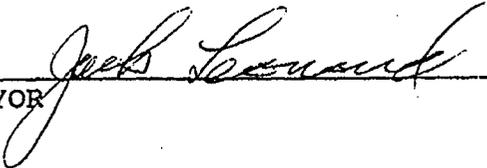
a. Each person appointed to office shall file the statement within thirty days of such appointment or employment;

b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

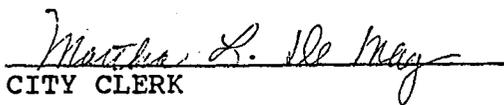
Section 7. Filing of Ordinance. The City Clerk is directed to send a certified copy of the Ordinance and any amendment that is adopted prior to January 1, 1993, to the Secretary of State's office within ten days of its adoption. The City Clerk shall send a certified copy of any Ordinance adopted on or after January 1, 1993, regarding this topic to the Missouri Ethics Commission within ten days of its adoption.

Section 8. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 19<sup>th</sup> day of AUGUST, 1991.

  
MAYOR

ATTEST:

  
CITY CLERK



Means the officer or employee and his spouse and their parents, children, brothers, sisters, and spouses thereof.

**OFFICER**

Means a person holding any office, position as Department or Division Head, membership on any Board or Commission, whether by election or appointment, whether service with or without compensation, for the City of Chesterfield.

**SUBSTANTIAL INTEREST**

Means ownership by the individual or any member of his immediate family, directly or indirectly, of ten (10) percent or more of any business entity.

**DIRECTLY BENEFIT**

Means to derive special private advantage as opposed to a general advantage derived as a member of a large class or of the public at large.

## Sec. 2-323. Conflicts of interest, prohibited.

[Ord. No. 604, § 3, 8-19-1991]

It shall be unlawful for any officer or employee to violate Section 105.454 of the Revised Statutes of the State of Missouri on conflicts of interest or to engage in any private business or professional activity which would place him in a position of conflict between his private interest and the public interest of the City of Chesterfield, Missouri, or to engage in any private activity which involves the improper use of information gained through public position or to use the prerogative of his official position for his personal benefit or on behalf of any member of his immediate family, or to accept any fee, compensation, gift, payment of expenses or any other thing of monetary value, either directly or indirectly, under circumstances in which acceptance may result in any conflict of interest. If any officer or employee of the City of Chesterfield shall violate any provisions of this section, the City of Chesterfield shall be entitled to recover from said officer or employee in a Court of proper jurisdiction an amount equal to any considerations received by said officer or employee in the transaction involving the violation of this section, and this remedy shall be in addition to any other remedy or penalty provided by law.

## Sec. 2-324. Disclosure required.

[Ord. No. 604, § 4, 8-19-1991]

- (a) Every person or business entity filing any application, petition, or other formal request for action by any officer or employee of the City of Chesterfield shall fully and truthfully disclose the name of every person or business entity for whom he is acting when requested to do so by said officer or employee and shall comply with any City of Chesterfield Ordinance dealing with the procedure to disclose potential conflicts of interests and substantial interest.
- (b) Every City Officer or employee shall fully and truthfully disclose his interest in any matter in which he shall have discretion to act, and the exercise of such discretion without disclosure of a prohibited conflict of interest shall be deemed a representation that no conflict of interest exists.

## Sec. 2-325. Certain acts deemed prohibited conflicts of interest.

[Ord. No. 604, § 5, 8-19-1991]

The following shall be deemed to be prohibited conflicts of interest and its shall be unlawful for any officer or employee to act in any such circumstances:

- (1) When a City Officer or employee shall have discretion to act in any matter wherein he or a member of his immediate family or any business entity in which he or a member of his immediate family may own a substantial interest may directly benefit from such action.
- (2) When any City Officer or employee shall have discretion to act in any matter which may directly benefit any person or business entity with whom said officer or employee or member of his immediate family shall have enjoyed profitable business or professional dealing within the period of one (1) year prior to such action.
- (3) When any City Officer or employee shall have discretion to act in any matter which may directly benefit any person or business entity with whom such officer or employee or member of his immediate family is associated in a business or professional way or may directly benefit any person or business entity which is represented in said matter by any person or business entity with which said officer or employee or member of his immediate family is associated in a business or professional way.
- (4) When any City Officer or employee shall have discretion to act in any matter, and has accepted or agreed to accept anything of monetary value, either directly or indirectly, from any person or business entity who may directly benefit from the matter, with the intent to influence his vote, opinion, judgment or decision on such matter or to induce him to neglect his duty or to perform such duty with partiality or favor, or otherwise that is required by law.

## **Sec. 2-326. Disqualification of interested officer or employee, effect.**

[Ord. No. 604, § 6, 8-19-1991]

In the event that any officer, employee or member of a Board or Commission shall have a prohibited conflict of interest in any matter in which he shall have discretion to act, he shall be disqualified to act in said matter and he shall immediately inform his superior who shall thereupon relieve him of his assignment in that particular matter, and shall exercise the discretion to act therein. For purposes of this paragraph, the superior to any employee shall be the City Administrator.

The superior to the City Administrator shall be the City Council and in cases involving City Council members, the superior shall be the Mayor. In the case of the Mayor, the President Pro-Tem of the Council shall be deemed his superior. In the case of a member of any Board or Commission, the superior shall be the Mayor, or President Pro-Tem in his absence. If sufficient members of a board or commission remain who are not disqualified, the Board or Commission may continue to act in the matter. If there are not sufficient members to act who are not disqualified, then any such matter pending before any Board or Commission of the City of Chesterfield shall be transferred to the City Council for action.

## **Sec. 2-327. Inducement of payment to interested official, prohibited.**

[Ord. No. 604, § 7, 8-19-1991]

It shall be unlawful for any person or business entity to pay or engage to pay, or to offer or attempt to pay, any officer or employee, any member of his immediate family or any business entity in which said officer or employee or member of his immediate family shall own a substantial interest, any commission, gratuity or consideration, directly or indirectly, with respect to any matter in which said officer or employee has discretion to act.

## Sec. 2-328. Disqualification of former officer or employee.

[Ord. No. 604, § 8, 8-19-1991]

It shall be unlawful for any person, having been an officer or employee of the City of Chesterfield, Missouri, within one (1) year after the termination of his service or employment, knowingly to act as agent or attorney for anyone other than the City of Chesterfield in connection with any judicial or other proceeding, application, claim, controversy, or other particular matter in which the City of Chesterfield is a party or has a direct and substantial interest and in which he participated personally and substantially as an officer or employee while so employed.

## Sec. 2-329. Exceptions.

[Ord. No. 604, § 9, 8-19-1991]

The Council may waive compliance with this policy with respect to any contract, purchase, lease or other transaction if by prior resolution reciting the pertinent facts it finds such action to be in the interest of the City.

## Sec. 2-330. Penalties.

[Ord. No. 604, § 10, 8-19-1991]

Violation of this subdivision shall be a misdemeanor, punishable by fine of not less than five dollars (\$5.00) and not more than five hundred dollars (\$500.00) or by imprisonment for a period not to exceed three (3) months or by both such fine and imprisonment.

## Sec. 2-331. through Sec. 2-332. (Reserved)

### *Subdivision II. Disclosure Policy*

## Sec. 2-333. Declaration of policy.

[Ord. No. 605, § 1, 8-19-1991; Ord. No. 1869, § 1, 9-4-2002; Ord. No. 1953, § 1, 9-3-2003; Ord. No. 2122, § 1, 9-8-2004; Ord. No. 2193, § 1, 8-15-2005; Ord. No. 2294, §§ 1, 2, 9-6-2006; Ord. No. 2381, § 1, 8-6-2007; Ord. No. 2470, §§ 1, 2, 8-4-2008; Ord. No. 2562, §§ 1, 2, 8-17-2009; Ord. No. 2617 §§ 1 — 2, 8-16-2010; Ord. No. 2666 § 1, 9-19-2011; Ord. No. 2713 § 1, 8-6-2012; Ord. No. 2752 § 1, 8-5-2013; Ord. No. 2858 § 1, 8-3-2015; Ord. No. 2906<sup>[1]</sup> § 1, 8-15-2016]

The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

[1] *Editor's Note: This ordinance also stated that all requirements set out in Ord. No. 605 are to remain in full force and effect.*

## Sec. 2-334. Conflicts of interest.

[Ord. No. 605, § 2, 8-19-1991; Ord. No. 1869, § 1, 9-4-2002; Ord. No. 1953, § 1, 9-3-2003; Ord. No. 2122, § 1, 9-8-2004; Ord. No. 2193, § 1, 8-15-2005; Ord. No. 2294, §§ 1, 2, 9-6-2006; Ord. No. 2381, § 1, 8-6-2007; Ord. No. 2470, §§ 1, 2, 8-4-2008; Ord. No. 2562, §§ 1, 2, 8-17-2009; Ord. No. 2617 §§ 1 — 2, 8-16-2010; Ord. No. 2666 § 1, 9-19-2011; Ord. No. 2713 § 1, 8-6-2012; Ord. No. 2752 § 1, 8-5-2013; Ord. No. 2858 § 1, 8-3-2015; Ord. No. 2906 §1, 8-15-2016]

All elected and appointed officials as well as employees of the City of Chesterfield must comply with RSMo. 105.454 and Ordinance No. 604 regarding conflicts of interest as well as any other State law governing official conduct. The Mayor and any members of the City Council who has a substantial personal or private interest as defined by State law and set out below in any bill shall disclose on the records of the City Council the nature of his or her interest and shall disqualify himself or herself from voting on any matters related to this interest.

## Sec. 2-335. Substantial or private interest.

[Ord. No. 605, § 3, 8-19-1991; Ord. No. 1869, § 1, 9-4-2002; Ord. No. 1953, § 1, 9-3-2003; Ord. No. 2122, § 1, 9-8-2004; Ord. No. 2193, § 1, 8-15-2005; Ord. No. 2294, §§ 1, 2, 9-6-2006; Ord. No. 2381, § 1, 8-6-2007; Ord. No. 2470, §§ 1, 2, 8-4-2008; Ord. No. 2562, §§ 1, 2, 8-17-2009; Ord. No. 2617 §§ 1 — 2, 8-16-2010; Ord. No. 2666 § 1, 9-19-2011; Ord. No. 2713 § 1, 8-6-2012; Ord. No. 2752 § 1, 8-5-2013; Ord. No. 2858 § 1, 8-3-2015; Ord. No. 2906 §1, 8-15-2016]

Any member of the City Council as well as any appointed officials and employees shall have a substantial or private interest in any measure, bill or other ordinance proposed or pending before the City if that interest is an ownership by the individual, his or her spouse, or his or her dependent children, whether singularly or collectively, directly or indirectly of: (1) ten (10) percent or more of any business entity; or (2) an interest having a value of ten thousand dollars (\$10,000.00) or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000.00) or more, per year from any individual, partnership, organization, or association within any calendar year.

## Sec. 2-336. Disclosure reports.

[Ord. No. 605, § 4, 8-19-1991; Ord. No. 1869, § 1, 9-4-2002; Ord. No. 1953, § 1, 9-3-2003; Ord. No. 2122, § 1, 9-8-2004; Ord. No. 2193, § 1, 8-15-2005; Ord. No. 2294, §§ 1, 2, 9-6-2006; Ord. No. 2381, § 1, 8-6-2007; Ord. No. 2470, §§ 1, 2, 8-4-2008; Ord. No. 2562, §§ 1, 2, 8-17-2009; Ord. No. 2617 §§ 1 — 2, 8-16-2010; Ord. No. 2666 § 1, 9-19-2011; Ord. No. 2713 § 1, 8-6-2012; Ord. No. 2752 § 1, 8-5-2013; Ord. No. 2858 § 1, 8-3-2015; Ord. No. 2906 §1, 8-15-2016]

Each elected official, the City Administrator (as the Chief Administrative Officer) and the Director of Finance (as the Chief Purchasing Officer) and the general counsel (City Attorney) (if employed full-time) shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

- (1) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars (\$500.00), if any, that each person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and
- (2) The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars (\$500.00) if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, other than transfers for no consideration to the political subdivision;



## Sec. 2-339. through Sec. 2-340. (Reserved)

## **LEGISLATION - PLANNING COMMISSION**

**BILL NO. 3160** - AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A "NU" NON-URBAN DISTRICT TO A "PC" PLANNED COMMERCIAL DISTRICT FOR A 13.01 ACRE TRACT OF LAND LOCATED NORTH OF CHESTERFIELD AIRPORT ROAD, EAST OF LONG ROAD, WEST OF ARNAGE BLVD, AND SOUTH OF INTERSTATE 64/US 40. (P.Z. 18-2016 17511 CHESTERFIELD AIRPORT ROAD {PALIO PARTNERS} 17U510084). Green Sheet Amendment Provided. **(FIRST READING) (PLANNING COMMISSION RECOMMENDS APPROVAL) (PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, AS AMENDED)**

**BILL NO. 3161** - AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR THE WHITESTONE FARM DEVELOPMENT FOR TWO TRACTS TOTALING .69 ACRES, ZONED "R2" RESIDENTIAL DISTRICT AND LOCATED AT 445 WHITESTONE FARM DRIVE AND 451 WHITESTONE FARM DRIVE (18R440086 & 18R440097). **(FIRST & SECOND READINGS) (DEPARTMENT OF PLANNING & DEVELOPMENT SERVICES RECOMMENDS APPROVAL.)**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A “NU” NON-URBAN DISTRICT TO A “PC” PLANNED COMMERCIAL DISTRICT FOR A 13.01 ACRE TRACT OF LAND LOCATED NORTH OF CHESTERFIELD AIRPORT ROAD, EAST OF LONG ROAD, WEST OF ARNAGE BLVD, AND SOUTH OF INTERSTATE 64/US 40. (P.Z. 18-2016 17511 CHESTERFIELD AIRPORT ROAD {PALIO PARTNERS} 17U510084).**

**WHEREAS**, the petitioner, Cochran Engineering, on behalf of Palio Partners, LLC, has requested a change in zoning from the “NU” Non-Urban District to a “PC” Planned Commercial District for a 13.01 acre tract of land located north of Chesterfield Airport Road, east of Long Road, west of Arnage Blvd, and south of Interstate 64/US 40; and,

**WHEREAS**, a Public Hearing was held before the Planning Commission on February 27, 2017; and,

**WHEREAS**, the Planning Commission, having considered said request, recommended approval of the change of zoning; and,

**WHEREAS**, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning request with one amendment;

**WHEREAS**, the City Council, having considered said request voted to approve the change of zoning request.

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

**Section 1.** City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a “PC” Planned Commercial District for a 13.01 acre tract of land located north of Chesterfield Airport Road, east of Long Road, west of Arnage Blvd, and south of Interstate 64/US 40 and as described as follows:

A TRACT OF LAND BEING ALL OF LOT 2 OF "84 LUMBER SUBDIVISION", A RECORD PLAT RECORDED IN PLAT BOOK 339, PAGE 80 OF THE ST. LOUIS COUNTY RECORDS AND PART OF U.S. SURVEYS 125, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2 OF "84 LUMBER SUBDIVISION";

THENCE, ALONG THE WEST LINE OF SAID LOT 2, NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 367.29 FEET TO A POINT;

THENCE, DEPARTING SAID WEST LINE, ALONG THE SOUTH LINE OF LOT 1 OF SAID "84 LUMBER SUBDIVISION", NORTH 89 DEGREES 33 MINUTES 54 SECONDS EAST, A DISTANCE OF 407.39 FEET TO AN IRON PIPE;

THENCE, DEPARTING SAID SOUTH LINE OF LOT 1, ALONG THE EAST LINE OF THE AFOREMENTIONED LOT 1, NORTH 00 DEGREES 48 MINUTES 26 SECONDS EAST, A DISTANCE OF 641.80 FEET TO A POINT ON THE SOUTH LINE OF MISSOURI INTERSTATE HIGHWAY 64;

THENCE, DEPARTING SAID EAST LINE, ALONG THE SOUTH LINE OF MISSOURI INTERSTATE HIGHWAY 64, SOUTH 84 DEGREES 08 MINUTES 08 SECONDS EAST, A DISTANCE OF 505.63 FEET TO A POINT;

THENCE, DEPARTING SAID SOUTH LINE, ALONG THE WEST LINE OF "CHESTERFIELD COMMONS SEVEN", A SUBDIVISION RECORDED IN PLAT BOOK 359, PAGE 156 OF THE ST. LOUIS COUNTY RECORDS, SOUTH 00 DEGREES 32 MINUTES 44 SECONDS WEST, A DISTANCE OF 753.73 FEET TO AN IRON PIPE;

THENCE, CONTINUING ALONG SAID WEST LINE, SOUTH 89 DEGREES 35 MINUTES 56 SECONDS WEST, A DISTANCE OF 10.11 FEET TO A POINT AT THE SOUTHEAST CORNER OF THE AFOREMENTIONED LOT 2 OF THE "84 LUMBER SUBDIVISION";

THENCE, DEPARTING SAID WEST LINE, ALONG THE SOUTH LINE OF LOT 2 OF THE "84 LUMBER SUBDIVISION", SOUTH 89 DEGREES 35 MINUTES 56 SECONDS WEST, A DISTANCE OF 385.00 FEET TO AN IRON ROD;

THENCE, DEPARTING SAID SOUTH LINE, ALONG THE EAST LINE OF SAID LOT 2, SOUTH 00 DEGREES 33 MINUTES 56 SECONDS WEST, A DISTANCE OF 200.13 FEET TO A POINT ON THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD;

THENCE, DEPARTING SAID EAST LINE, ALONG THE COMMON LINE BETWEEN THE AFOREMENTIONED LOT 2 AND CHESTERFIELD AIRPORT ROAD, SOUTH 89 DEGREES 34 MINUTES 44 SECONDS WEST, A DISTANCE OF 520.48 FEET BACK TO THE POINT OF BEGINNING AND THIS TRACT OF LAND CONTAINING APPROXIMATELY 567,013 SQUARE FEET OR 13.017 ACRES, MORE OR LESS, ACCORDING TO CALCULATIONS MADE BY COCHRAN DURING THE MONTH OF MARCH, 2017.

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

**Section 3.** The City Council, pursuant to the petition filed by Cochran Engineering, on behalf of Palio Partners, LLC in P.Z. 18-2016, requesting the amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 27<sup>th</sup> day of February 2017, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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PRESIDING OFFICER

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Bob Nation, MAYOR

ATTEST:

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Vickie Hass, CITY CLERK

FIRST READING HELD: 07/17/2017

**AMENDMENTS:**

**The Planning and Public Works Committee recommended that the following change be made to the Attachment A by a vote of 4-0:**

Section I. Specific Criteria

A. Permitted Uses

Remove the following use:

~~p. Filling Station and Convenience Store with Pump Stations~~

Green Sheet

## **ATTACHMENT A**

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

### **I. SPECIFIC CRITERIA**

#### **A. PERMITTED USES**

1. The uses allowed in this "PC" Planned Commercial District shall be:
  - a. Church and other places of worship
  - b. Community Center
  - c. Art Gallery
  - d. Art Studio
  - e. Banquet Facility
  - f. Recreation Facility
  - g. Office-dental
  - h. Office-general
  - i. Office-medical
  - j. Automotive retail supply
  - k. Bakery
  - l. Bar
  - m. Brewpub
  - n. Coffee Shop
  - o. Coffee Shop, drive thru
  - p. Filling Station and Convenience Store with Pump Stations
  - q. Grocery-community
  - r. Grocery-neighborhood
  - s. Restaurant – sit down
  - t. Restaurant – Fast Food

- u. Restaurant – Take Out
  - v. Retail Sales Establishment – Community
  - w. Retail Sales Establishment – Neighborhood
  - x. Animal Grooming Service
  - y. Barber or Beauty Shop
  - z. Check Cashing Facility
  - aa. Drug Store and Pharmacy
  - bb. Drug Store and Pharmacy, with Drive Thru
  - cc. Dry Cleaning Establishment
  - dd. Dry Cleaning Establishment, with Drive Thru
  - ee. Financial Institution, No Drive Thru
  - ff. Financial Institution, Drive Thru
  - gg. Hotel and Motel
  - hh. Hotel and Motel-Extended Stay
  - ii. Laundromat
  - jj. Oil Change Facility
  - kk. Theatre, Indoor
  - ll. Specialized Private School
  - mm. Day Care Center
  - nn. Vehicle Repair and Service Facility
2. All outdoor storage shall be prohibited within this development.
  3. All outdoor sales activity shall be limited to patio and pedestrian areas located adjacent to the storefronts of retail users.
  4. Hours of Operation
    - a. Uses “j”, “q”, “r”, “v”, “w”, “aa”, and “bb”, above shall be restricted to hours of operation open to the public from 6:00 AM to 11:00 PM. Hours of operation for said uses may be expanded for Thanksgiving

Day and the day after Thanksgiving upon review and approval of a Special Activities Permit, signed by the property owner and submitted to the City of Chesterfield at least seven (7) business days in advance of said holiday.

- b. All deliveries and trash pick-ups shall be limited to the hours from 7:00 AM to 11:00 PM.

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

### 1. Floor Area

- a. The total building floor area of any single building within this development, exclusive of a hotel, shall not exceed 50,000 square feet.

### 2. Height

- a. The maximum height including parapets and rooftop equipment of all buildings shall not exceed forty-two (42) feet.
- b. All buildings within this development shall be limited to single story construction only with the exception of a hotel.

### 3. Building Requirements

- a. A minimum of thirty-five percent (35%) openspace is required for this development.
- b. This development shall have a maximum F.A.R. of 0.55.
- c. Uses "gg" and "hh" above shall be restricted to a maximum of 120 rooms.

## **C. SETBACKS**

### 1. Structure Setbacks

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

- a. Thirty (30) feet from the southern boundary of this district that fronts on Chesterfield Airport Road.

- b. Fifty-five (55) feet from the northern boundary of this district that fronts on I-64/US 40.
  - c. Ten (10) feet from all other boundary lines within this district.
2. Parking Setbacks

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

- a. Thirty (30) feet from the southern boundary of this district that fronts on Chesterfield Airport Road.
- b. Fifty-five (55) feet from the northern boundary of this district that fronts on I-64/US 40.
- a. Zero (0) feet from all other boundary lines within this district.

#### **D. PARKING AND LOADING REQUIREMENTS**

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

#### **E. LANDSCAPE AND TREE REQUIREMENTS**

The developer shall adhere to the Tree Preservation and Landscape Requirements of the City of Chesterfield Unified Development Code.

#### **F. SIGN REQUIREMENTS**

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Unified Development Code or a Sign Package may be submitted for the planned district. Sign packages shall adhere to the City of Chesterfield Unified Development Code.
2. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County

Department of Highways and Traffic, for sight distance considerations prior to installation or construction.

#### **G. LIGHT REQUIREMENTS**

1. Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Unified Development Code.
2. Street lights shall be provided along Chesterfield Airport Road in accordance with the City of Chesterfield Unified Development Code and as directed by the City of Chesterfield.

#### **H. ARCHITECTURAL**

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

#### **I. ACCESS/ACCESS MANAGEMENT**

1. Access to this development from Chesterfield Airport Road shall be via one (1) new access road, as shown on the Preliminary Plan, located opposite Valley Center Drive. The access road shall be shared with the adjacent AutoZone property to the east, provide required sight distance and be constructed to Saint Louis County standards as directed by the Saint Louis County Department of Transportation.
2. Access to this development from Arnage Road shall be via a roadway extension as shown on the Preliminary Plan.
3. Provide ingress/egress and cross access easements and temporary slope construction license or other appropriate legal instrument or agreement guaranteeing permanent access between parcels in this development and the public and to ensure access rights to Chesterfield Airport Road, the new portion of Arnage Road, and the new access road for all parcels in the development as directed by the St. Louis County Department of Transportation and the City of Chesterfield.

4. If required sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement including correction to the vertical alignment and other off-site improvements may be required to provide the adequate sight distance as directed by the City of Chesterfield and the Saint Louis County Department of Transportation.
5. Provide access rights, cross access, and/or ingress/egress rights for property west and north of the development including but not limited to 17519 Chesterfield Airport Road.
6. All access drive locations shall conform to the City's Driveway Access Location and Design Standards.
7. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and the agency in control of the right of way off which the access is proposed.
8. Installation of Landscaping and Ornamental Entrance Monument or Identification Signage construction shall be reviewed by the Saint Louis County Department of Transportation for sight distance consideration and approved prior to installation or construction.

**J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION**

1. Construct a new north/south access road as shown on the Preliminary Plan that will connect to Arnage Road.
2. Construct an extension to Arnage Road that will connect to the existing portion of Arnage Road and extended approximately 910 feet to the west of the existing terminus. The western terminus of Arnage Road shall be aligned to allow for a future connection to the west to Caprice Drive through 17519 Chesterfield Airport Road and 17525 Chesterfield Airport Road.
3. All new roadways proposed as part of this development shall be privately maintained.
4. The new north/south access road and Arnage Road shall be

constructed prior to or concurrently with construction and in any case shall be completed prior to issuance of occupancy permits. The portion of Arnage Road west of the new north/south access road may be constructed in phases in conjunction with construction on Lots 4, 3, and 2, as approved by the City of Chesterfield. Each phased terminus shall provide a suitable turn around and end of pavement signage/stub street signage.

5. Provide a 5 foot wide sidewalk, conforming to ADA standards, along Chesterfield Airport Road, Arnage Road, and the western side of the new north/south access road as shown on the Preliminary Plan. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk shall be privately maintained and may be located within right-of-way controlled by another agency, if permitted by that agency, or on private property.
6. Internal sidewalks shall be provided to each lot from the sidewalks along the adjacent roadways creating accessible pedestrian paths to the proposed buildings. Internal sidewalks and curb ramps shall conform to ADA standards.
7. Obtain approvals from the City of Chesterfield and the Saint Louis County Department of Transportation and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
8. Additional right-of-way and road improvements shall be provided, as required by Saint Louis County Department of Transportation and the City of Chesterfield.
9. Stub street signage, in conformance with Article 04-09 of the Unified Development Code of the City of Chesterfield, shall be posted within 30 days of the street pavement being placed.
10. Any work within MoDOT's right of way will require a MoDOT permit.
11. The petitioner shall provide adequate detention and/or hydraulic calculations for review and approval of all storm water that will affect MoDOT right of way.
12. All proposed work in MoDOT right of way must comply with MoDOT standards, specifications, conform to MoDOT's Access Management

Guidelines with detailed construction plans being received and approved by MoDOT.

13. Due to the close proximity to Interstate 64, any sound mitigation is the responsibility of the owner/developer. MoDOT will not provide any noise mitigation measures for this development.
14. Prior to Special Use Permit issuance by the Saint Louis County Department of Transportation, a special cash escrow or a special escrow supported by an Irrevocable Letter of Credit, must be established with the Saint Louis County Department of Transportation to guarantee completion of the required roadway improvements.
15. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.

#### **K. TRAFFIC STUDY**

1. Provide a traffic study as directed by the City of Chesterfield and/or the St. Louis County Department of Highways and Traffic. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.
2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto Spirit of St. Louis Boulevard. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or the Missouri Department of Transportation.

#### **L. POWER OF REVIEW**

Either Councilmember of the Ward where a development is proposed or the Mayor may request that the plan for a development be reviewed and approved by the entire City Council. This request must be made no later than twenty-four (24) hours after Planning Commission review. The City Council will then take appropriate action relative to the proposal. The plan for a development, for purposes of this section, may include the site development plan, site development section plan, site development concept plan, landscape plan, lighting plans, architectural elevations, sign package or any amendment thereto.

#### **M. STORM WATER**

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or an adequate piped system.
2. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield and the Metropolitan St. Louis Sewer District. The storm water management facilities shall be operational prior to paving of any driveways or parking areas. The location and types of storm water management facilities shall be identified on all Site Development Plans.
3. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield.
4. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
5. The lowest opening of all structures shall be set at least two (2) feet higher than the one hundred (100) year high water elevation in detention/retention facilities.
6. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield and the Metropolitan Saint Louis Sewer District.
7. The developer shall be responsible for construction of any required storm water improvements per the Chesterfield Valley Master Storm

Water Plan, as applicable, and shall coordinate with the owners of the properties affected by construction of the required improvements. In the event that the ultimate required improvements cannot be constructed concurrently with this development, the developer shall provide interim drainage facilities and establish sufficient escrows as guarantee of future construction of the required improvements, including removal of interim facilities. Interim facilities shall be sized to handle runoff from the 100-year, 24-hour storm event as produced by the Master Storm Water Plan model. The interim facilities shall provide positive drainage and may include a temporary pump station, if necessary. Interim facilities shall be removed promptly after the permanent storm water improvements are constructed.

8. The developer may elect to propose alternate geometry, size and/or type of storm water improvements that are functionally equivalent to the required improvements per the Chesterfield Valley Master Storm Water Plan. Functional equivalence is said to be achieved when, as determined by the Public Works Director, the alternate proposal provides the same hydraulic function, connectivity, and system-wide benefits without adversely affecting any of the following: water surface profiles at any location outside the development; future capital expenditures; maintenance obligations; equipment needs; frequency of maintenance; and probability of malfunction. The City will consider, but is not obligated to accept, the developer's alternate plans. If the Public Works Director determines that the developer's proposal may be functionally equivalent to the Chesterfield Valley Master Storm Water Plan improvements, hydraulic routing calculations will be performed to make a final determination of functional equivalence. The Director will consider the developer's proposal, but is not obligated to have the hydraulic analysis performed if any of the other criteria regarding functional equivalence will not be met. The hydraulic routing calculations regarding functional equivalence may be performed by a consultant retained by the City of Chesterfield. The developer shall be responsible for all costs related to consideration of an alternate proposal, which shall include any costs related to work performed by the consultant.
9. The developer shall provide all necessary Chesterfield Valley Storm Water Easements to accommodate future construction of the Chesterfield Valley Master Storm Water Plan improvements, and depict any and all Chesterfield Valley Master Storm Water Plan

improvements on the Site Development Plan(s) and Improvement Plans. Maintenance of the required storm water improvements shall be the responsibility of the property owner unless otherwise noted.

10. All Chesterfield Valley Master Storm Water Plan improvements, as applicable, shall be operational prior to the paving of any driveways or parking areas unless otherwise approved.
11. The developer shall reimburse the Chesterfield Valley Mitigation Bank Program for any jurisdictional wetlands that have been identified on this site. The reimbursement is required prior to approval of a Grading Permit, Improvement Plans, or issuance of any Building Permits. The reimbursement amount is based on the total acres delineated on the site requiring mitigation and will be the proportionate share of the cost of establishment of the mitigation area.
12. Formal MSD review, approval, and permits are required prior to construction.
13. Post construction water quality Best Management Practices (BMPs) are required to treat the extents of the project's disturbed area. A Water Quality Area is depicted on Lot 1 which would appear to service the development area in one common location. MSD would be amenable to this under the following conditions:
  - a. A subdivision trusteeship would need to be established. The water quality area would need to be located within a common ground or easement dedicated to the trusteeship. A standard MSD maintenance agreement would need to be recorded on the property.
  - b. The water quality area would need to service a drainage area limited to the confines of the proposed commercial subdivision. Offsite flows from beyond this proposed development area would need to be diverted around the water quality feature.
  - c. Tributary acreage to a facility would need to be limited to less than 5 acres in order to ensure the basin's performance and longevity. Given the size of Lot 1, a separate facility(ies) may need to be broken out and configured to serve that particular property.

d. If the arrangements noted above cannot be met, individualized BMPs to serve each lot and the access road will need to be integrated into the layout.

14. Approval from the City of Chesterfield and the Monarch Chesterfield Levee District indicating that the final plans conform to their master stormwater conveyance plan will be required prior to formal MSD plan approval.

#### **N. SANITARY SEWER**

1. Public sanitary sewers shall be extended to serve each lot.
2. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.
3. The sanitary lift station (as depicted "by TJB Development" on the Preliminary Plan) is the nearest sanitary sewer location. The lift station must obtain construction approval from MSD prior to the District concurring with occupancy for this development.

#### **O. GEOTECHNICAL REPORT**

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

#### **P. MISCELLANEOUS**

1. All utilities will be installed underground.
2. Prior to redevelopment of this property, provide detailed plans to MoDOT for review and approval.
3. Public art installations shall be required in the locations depicted on the Preliminary Site Plan attached hereto as Attachment "B."
4. Street lights shall be required along public right-of-way frontage.

5. The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contribution. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.
6. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City of Chesterfield, Missouri Code, with the exception of the land use designation, shall be required where applicable.
7. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield, MoDOT, and Saint Louis County Department of Highways and Traffic. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
8. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary.
9. Prior to final release of subdivision construction deposits, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and United States Public Land Survey Corners have not been disturbed during construction activities or that they have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.
10. If any development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Study and Floodplain Development Permit/Application to the City of Chesterfield and the

City of Wildwood for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. All new roads within and adjacent to this site shall be constructed at least one (1) foot above the base flood elevation of the Special Flood Hazard Area. Improvements to existing roadways shall be required as necessary to provide at least one access route to each lot that is at least one (1) foot above the base flood elevation. Consult Article 5 of the Unified Development Code for specific requirements for specific requirements.

## **II. TIME PERIOD FOR SUBMITTAL OF SITE DEVELOPMENT CONCEPT PLANS AND SITE DEVELOPMENT PLANS**

- A.** The developer shall submit a concept plan within eighteen (18) months of City Council approval of the change of zoning.
- B.** In lieu of submitting a Site Development Concept Plan and Site Development Section Plans, the petitioner may submit a Site Development Plan for the entire development within eighteen (18) months of the date of approval of the change of zoning by the City.
- C.** Failure to comply with these submittal requirements will result in the expiration of the change of zoning and will require a new public hearing.
- D.** Said Plan shall be submitted in accordance with the combined requirements for Site Development Section and Concept Plans. The submission of Amended Site Development Plans by sections of this project to the Planning Commission shall be permitted if this option is utilized.
- E.** Where due cause is shown by the developer, the City Council may extend the period to submit a Site Development Concept Plan or Site Development Plan for eighteen (18) months.

### **III. COMMENCEMENT OF CONSTRUCTION**

- A.** Substantial construction shall commence within two (2) years of approval of the Site Development Concept Plan or Site Development Plan, unless otherwise authorized by ordinance.
- B.** Where due cause is shown by the developer, the City Council may extend the period to commence construction for two (2) additional years.

### **IV. GENERAL CRITERIA**

#### **A. SITE DEVELOPMENT CONCEPT PLAN**

1. Any Site Development Concept Plan shall show all information required on a preliminary plat as required in the City of Chesterfield Code.
2. Include a Conceptual Landscape Plan in accordance with the City of Chesterfield Code to indicate proposed landscaping along arterial and collector roadways.
3. Include a Lighting Plan in accordance with the City of Chesterfield Code to indicate proposed lighting along arterial collector roadways.
4. Provide comments/approvals from the appropriate Fire District, the St. Louis County Department of Highways and Traffic, Monarch Chesterfield Levee District, Spirit of St. Louis Airport and the Missouri Department of Transportation.
5. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

#### **B. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS**

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

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

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

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

### **C. SITE DEVELOPMENT SECTION PLAN SUBMITTAL REQUIREMENTS**

The Site Development Section Plan shall adhere to the above criteria and to the following:

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
3. Provide open space percentage for overall development including separate percentage for each lot on the plan.
4. Provide Floor Area Ratio (F.A.R.).
5. A note indicating all utilities will be installed underground.
6. A note indicating signage approval is separate process.
7. Depict the location of all buildings, size, including height and distance from adjacent property lines and proposed use.

8. Specific structure and parking setbacks along all roadways and property lines.
9. Indicate location of all existing and proposed freestanding monument signs.
10. Zoning district lines, subdivision name, lot number, lot dimensions, lot area, and zoning of adjacent parcels where different than site.
11. Floodplain boundaries.
12. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
13. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
14. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
15. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
16. Address trees and landscaping in accordance with the City of Chesterfield Code.
17. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
18. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
19. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, St. Louis Department of Highways and Traffic, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.

permits for each phase of development. Funds shall be payable to Treasurer, Saint Louis County.

- D.** The amount of all required contributions for roadway, storm water and primary water line improvements, if not submitted by January 1, 2018, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

**E. WATER MAIN**

1. The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$916.54 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.
2. The primary water line contribution shall be deposited with the Saint Louis County Department of Highways and Traffic. The deposit shall be made before St. Louis County approval of the Site Development Plan unless otherwise directed by the Saint Louis County Department of Highways and Traffic. Funds shall be payable to the Treasurer, Saint Louis County.

**F. STORM WATER**

1. The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by Saint Louis County and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$2,907.99 per acre for the total area as approved on the Site Development Plan.
2. The storm water contributions to the Trust Fund shall be deposited with the Saint Louis County Department of Highways and Traffic. The deposit shall be made before the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Highways and Traffic or before the issuance of building permits in the case where no Special Use Permit is required. Funds shall be payable to the Treasurer, Saint Louis County.

## **G. SANITARY SEWER**

1. The sanitary sewer contribution is collected as the Caulks Creek impact fee.
2. The sanitary sewer contribution within the Chesterfield Valley area shall be deposited with the Metropolitan St. Louis Sewer District as required by the District.

## **VI. RECORDING**

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

## **VII. ENFORCEMENT**

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





**AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR THE WHITESTONE FARM DEVELOPMENT FOR TWO TRACTS TOTALING .69 ACRES, ZONED "R2" RESIDENTIAL DISTRICT AND LOCATED AT 445 WHITESTONE FARM DRIVE AND 451 WHITESTONE FARM DRIVE (18R440086 & 18R440097).**

**WHEREAS**, Stock and Associates Consulting Engineers, Inc., on behalf of Carl and Marci Ranger and Neal Goone Revocable Trust., has submitted for review and approval a Boundary Adjustment Plat for a .69 acre tract of land zoned "R2" Residential District located at 445 Whitestone Farm Drive and 451 Whitestone Farm Drive; and,

**WHEREAS**, the purpose of this Boundary Adjustment Plat is to adjust lot lines between two residential properties to accommodate existing flatwork; and,

**WHEREAS**, the Department of Planning and Development Services has reviewed the Boundary Adjustment Plat in accordance with the Unified Development Code of the City of Chesterfield and has found it to be in compliance with all applicable ordinances and has forwarded said Boundary Adjustment Plat to the City Council.

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

**Section 1.** The Boundary Adjustment Plat for the Whitestone Farm Development, which is made part hereof and attached hereto as Exhibit 1, is hereby approved; the owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

**Section 2.** The Mayor and City Clerk are authorized and directed to evidence the approval of the said Boundary Adjustment Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

**Section 3.** The Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_  
Vickie Hass, CITY CLERK

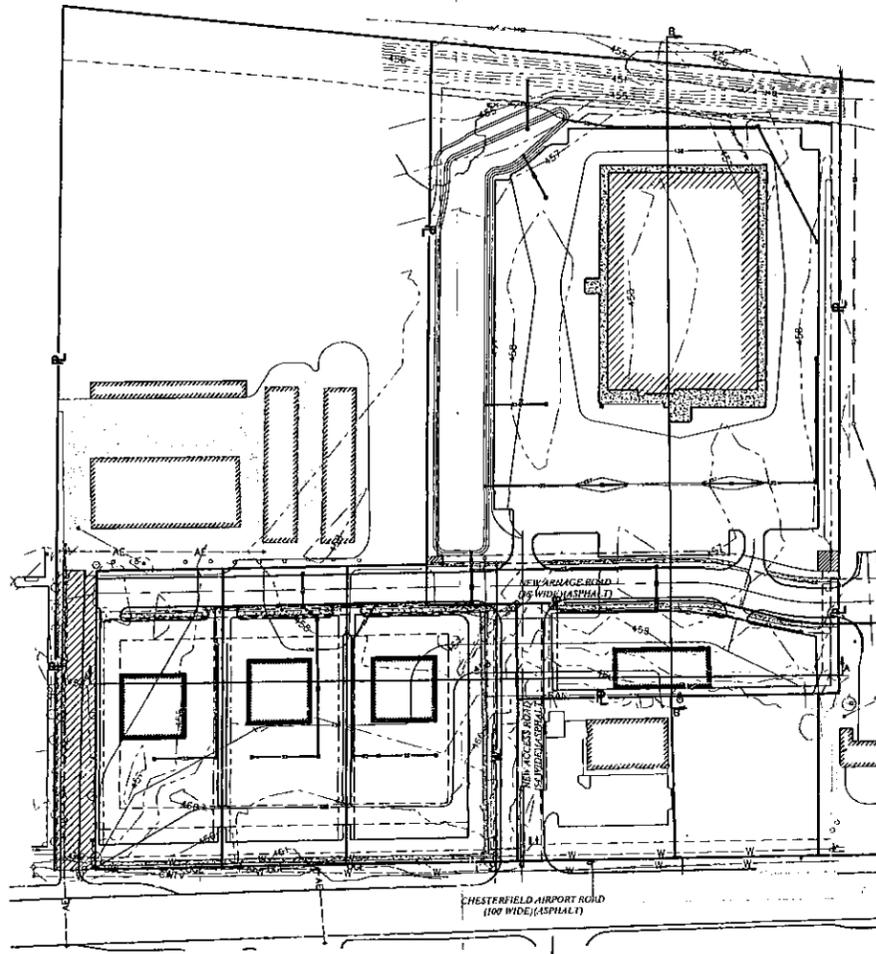
FIRST READING HELD: 07/17/2017



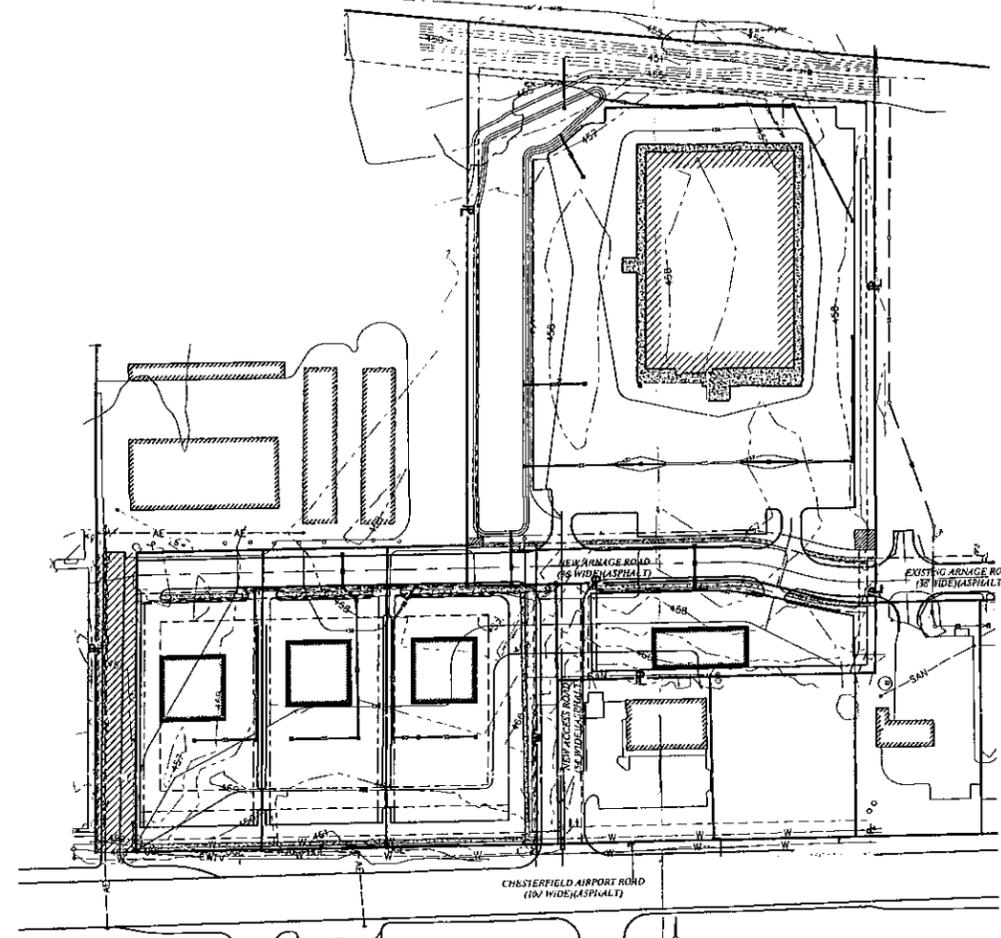


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HIGHWAY 64/40  
(VARIABLE WIDTH ASPHALT)

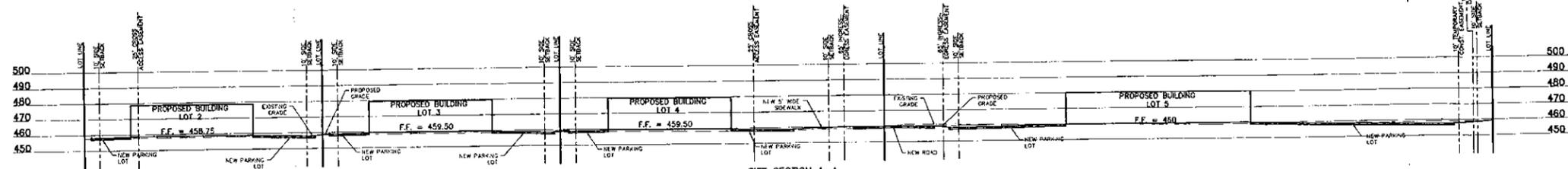
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HIGHWAY 64/40  
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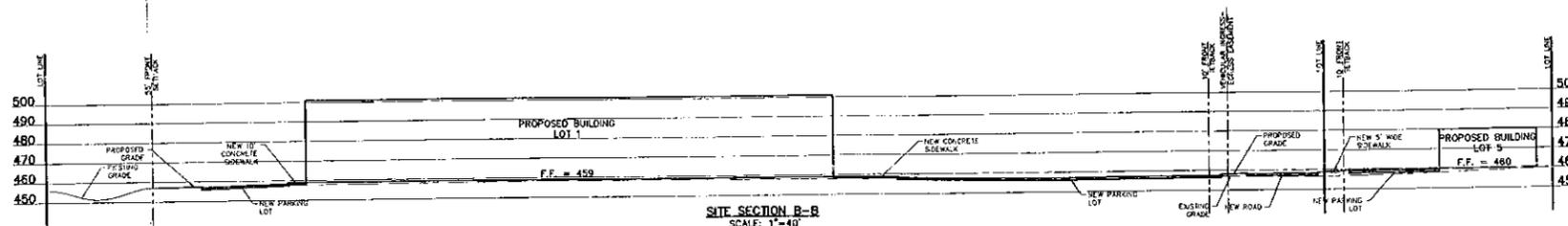
CROSS SECTION PLAN VIEW  
SCALE: 1"=100'



SURROUNDING PROPERTY PLAN VIEW  
SCALE: 1"=100'



SITE SECTION A-A  
SCALE: 1"=40'



SITE SECTION B-B  
SCALE: 1"=40'



PRELIMINARY PLAN  
17511 CHESTERFIELD AIRPORT ROAD  
CHESTERFIELD, MISSOURI

DATE	BY	APP'D BY
DEC. 2016	NTB	ESK
AS SHOWN		
M16-7213		

DATE  
Eric S. Kitchner No. E-2001004618  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

LOT 1 AND 2: 17511 AIRPORT ROAD, CHESTERFIELD, MISSOURI 63081  
 PRELIMINARY PLAN  
 DATE: 12/16/16  
 DRAWN BY: ESK  
 CHECKED BY: NTB  
 PROJECT NO: M16-7213