



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, October 16, 2023
6:00 PM**

I. Appointments – Mayor Bob Nation

II. Council Committee Reports

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

- 1. Proposed Bill No. 3471 – P.Z. 01-2023 Long Road Lipton Parcel (Cronin Valley Real Estate, LLC):** A request to amend an existing “PI” Planned Industrial District for 8.83 acres of land located north of Chesterfield Airport Rd and south of Interstate 64 (17U410115, 17U410160, 17U410126, 17U410159, 17U410137, 17U410148). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval with one amendment.**

2. Next Meeting – Thursday, October 19, 2023 (5:30pm)

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

- 1. Proposed Resolution No. #490 - Special Business District Budget** - A resolution adopting the budget for the Wildhorse Village Special Business District for the year ending on December 31, 2023. **(Roll Call Vote). The Wildhorse Village advisory board and the Finance and Administration Committee of the Whole recommends approval.**
- 2. Proposed Bill No. 3473 - Special Business District Tax Rate Ordinance** – An Ordinance fixing the rate of taxation for the year 2023 and levying a tax on all real property made taxable by the law within the Wildhorse Village Special Business District in the City of Chesterfield Missouri. **(First Reading) The Wildhorse Village advisory board and the Finance and Administration Committee of the Whole recommends approval.**
- 3. Proposed Bill No. 3474 - County Collections Contract (SBD & TIF)** - An ordinance authorizing the City Administrator to Execute Contract on behalf of the City of Chesterfield, Missouri with St. Louis County, Missouri for collection services for various taxes and fees.

(First Reading) City Staff and the Finance and Administration Committee of the Whole recommends approval.

- 4. Civic Plus – City Website and Customer Interface** - Authorization for the City Administrator to execute agreements with Civic Plus for Web Hosting and associated technology modules. **(Roll Call Vote) City Staff and the Finance and Administration Committee of the Whole recommends approval.**
- 5. Amphitheater Design Service** - Authorization for the City Administrator to enter into a professional services agreement with Bond Architects in an amount not to exceed \$265,000 from the ARPA allocation. **(Roll Call) The Finance and Administration Committee Recommends approval.**
- 6. Proposed Bill No. 3465** – An Ordinance of the City of Chesterfield amending section 110.380 of the City Code related to the City Council’s rules of procedure. **Recommended by the City Attorney and the Finance and Administration Committee. (First Reading)**
- 7. City Council Policy No. 2 Revision** – Approval of revisions to City Council Policy #2, by adding the Architectural Review Board to the list of Statutory Committees whose members are to be interviewed by Council Committee. **(Voice Vote) Recommended by City Staff and the Finance and Administration Committee.**
- 8. Next Meeting – Monday, October 30, 2023 (Budget Workshop #2) – (5:30pm)**

C. Parks, Recreation and Arts Committee – Chairperson Mary Monachella, Ward I

- 1. Next Meeting – Wednesday, November 01, 2023 (5:30pm)**

D. Public Health and Safety Committee – Chairperson Mary Ann Mastorakos, Ward II

- 1. Next Meeting – Not yet scheduled**

III. Report from the City Administrator & Other Items Requiring Action by City Council – Justin Wyse

- A. Liquor License – Barrel Blends (17541 Chesterfield Airport Rd)** – has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. **(Voice Vote) Application has been reviewed by the**

Police Department and the Planning Department. There are no known outstanding municipal violations

B. Proposed Bill No. 3472 – An Ordinance of the City of Chesterfield, Missouri, authorizing the Mayor of the City to enter into a First Amendment to the redevelopment agreement; and authorizing further actions in connection therewith. **(First Reading)**

C. Proposed CVAC Naming Rights – Approval of the naming rights for the Chesterfield Valley Athletic Complex, as proposed by Perfect Game. **(Roll Call Vote)**

IV. Other Legislation

V. Unfinished Business

VI. New Business

VII. Adjournment

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

***Notice** is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees with employee groups (RSMo 610.021(3)1994; Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups (RSMo 610.021(9) 1994; and/or bidding specification (RSMo 610.021(11) 1994.*

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



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, October 16, 2023
7:00 PM

- I. CALL TO ORDER** – Mayor Bob Nation

- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation

- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation

- IV. ROLL CALL** –City Clerk Vickie McGownd

- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – October 2, 2023

- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, October 19, 2023 – Planning & Public Works (5:30pm)**
 - B. Monday, October 23, 2023 – Planning Commission (7:00pm)**
 - C. Monday, October 30, 2023 – Finance and Administration Budget Workshop #2**
 - D. Wednesday, November 01, 2023 – Parks, Recreation and Arts (5:30pm)**
 - E. Monday, November 06, 2023 – City Council (7:00pm)**

- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation

- VIII. APPOINTMENTS** – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

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

1. Proposed Bill No. 3471 – P.Z. 01-2023 Long Road Lipton Parcel (Cronin Valley Real Estate, LLC): A request to amend an existing “PI” Planned Industrial District for 8.83 acres of land located north of Chesterfield Airport Rd and south of Interstate 64 (17U410115, 17U410160, 17U410126, 17U410159, 17U410137, 17U410148). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval with one amendment.**

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6. Proposed Bill No. 3465 – An Ordinance of the City of Chesterfield amending section 110.380 of the City Code related to the City Council’s rules of procedure. **Recommended by the City Attorney and the Finance and Administration Committee. (First Reading)**

7. City Council Policy No. 2 Revision – Approval of revisions to City Council Policy #2, by adding the Architectural Review Board to the list of Statutory Committees whose members are to be interviewed by Council Committee. **(Voice Vote) Recommended by City Staff and the Finance and Administration Committee.**

8. Next Meeting – Budget Workshop #2, October 30th, 2023 (5:30pm)

C. Parks, Recreation and Arts Committee – Chairperson Mary Monachella, Ward I

1. Next Meeting – Wednesday, November 01, 2023 (5:30pm)

D. Public Health and Safety Committee – Chairperson Mary Ann Mastorakos, Ward II

1. Next Meeting – not yet scheduled

X. REPORT FROM THE CITY ADMINISTRATOR – Justin Wyse

A. Liquor License – Barrel Blends (17541 Chesterfield Airport Rd) – has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. **(Voice Vote) Application has been reviewed by the Police Department and the Planning Department. There are no known outstanding municipal violations**

B. Proposed Bill No. 3472 – An Ordinance of the City of Chesterfield, Missouri, authorizing the Mayor of the City to enter into a First Amendment to the redevelopment agreement; and authorizing further actions in connection therewith. **(First Reading)**

C. Proposed CVAC Naming Rights – Approval of the naming rights for the Chesterfield Valley Athletic Complex, as proposed by Perfect Game. **(Roll Call Vote)**

XI. OTHER LEGISLATION

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT

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

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AGENDA REVIEW – MONDAY, OCTOBER 16, 2023 – 6:00 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:00 PM, on Monday, October 16, 2023.**

Please let me know, ASAP, if you will be unable to attend these meetings.

An Executive Session (closed meeting) has been scheduled to take place immediately following the Agenda Review Meeting on Monday, October 16, 2023, which itself is scheduled to begin at 6:00 PM.

The purpose of this meeting is to provide the opportunity for confidential communication by/among the City's elected officials, their City Attorney, and appropriate City Staff.

The discussion during this Executive Session is scheduled to include the following:

RSMo 610.021 (1) (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

UPCOMING MEETINGS/EVENTS

- A. Thursday, October 19, 2023 – Planning & Public Works (5:30pm)**
- B. Monday, October 23, 2023 – Planning Commission (7:00pm)**
- C. Monday, October 30, 2023 – Finance and Administration Budget Workshop #2**
- D. Wednesday, November 01, 2023 – Parks, Recreation and Arts (5:30pm)**
- E. Monday, November 06, 2023 – City Council (7:00pm)**

COMMUNICATIONS AND PETITIONS

APPOINTMENTS

There are no appointments scheduled for Monday's meeting.

City of Chesterfield
Excess Checks (=> \$5,000)
September 2023

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
9/7/2023	1325	MAESTROVISION INC.	INTERVIEW ROOM RECORDING SOFTWARE	\$ 25,733.00	137
9/14/2023	1326	SORENSEN SIGNATURE CRAFT, LLC	CITY HALL WINDOW TREATMENTS & REPAIRS	11,330.00	137
9/14/2023	1327	STOCK & ASSOCIATES	2023 ARCHERY RANGE IMPROVEMENTS	13,000.00	137
9/28/2023	1328	CENTURY ELEVATOR SERVICE AND REPAIR, INC	UPGRADE & MODERNIZATION OF ELEVATORS AT CITY	41,002.50	137
9/28/2023	1329	TECH ELECTRONICS, INC	UPGRADE/REPLACE A/V SYSTEM COMPONENTS	17,590.20	137
9/7/2023	51035	KOLBY COOPER LLC	KOLBY COOPER SHOW PAYMENT	15,750.00	119
9/7/2023	51044	ROOFTOP RECORDS LLC	ROOFTOP RECORDS SHOW PAYMENT	15,750.00	119
9/14/2023	51062	AMEREN MISSOURI	17925 NORTH OUTER FORTY CONCESSION D/E, ACCT #579504112	5,780.23	119
9/14/2023	51064	AMEREN MISSOURI	17925 NORTH OUTER FORTY CONCESSION B, ACCT #0153089010	7,172.29	119
9/14/2023	51075	MAMMOTH, INC	KIP MOORE 8/10/23	10,031.18	119
9/14/2023	51082	MISSOURI AMERICAN WATER COMPANY	16365 LYDIA HILL DR, ACCT #1017-210013295038	26,174.01	119
9/21/2023	51108	AMEREN MISSOURI	16365 LYDIA HILL RD, ACCT# 8780009313	8,427.22	119
9/28/2023	51177	GR ROBINSON SEED & SERVICE CO	ECO-GREEN MESA/BIOSOLIDS/AS/FESCUE/PCU/CHALK	5,751.00	119
9/28/2023	51184	KEYSTONE STAFFING RESOURCES	STAFFING	7,135.19	119
9/28/2023	51189	METROPOLITAN ST. LOUIS SEWER DISTRICT	16365 LYDIA HILL DR, ACCT #0472321-9	24,903.69	119
9/28/2023	51195	PORTA-PRO MOUNDS, INC.	SOFTBALL MATS	17,091.00	119
9/28/2023	51201	SUMMIT DISTRIBUTING	BEVERAGES	6,881.75	119
9/1/2023	70239	KOZENY-WAGNER, INC.	EBERWEIN PARK DAM RECONSTRUCTION	73,559.22	120
9/1/2023	70250	SPIRE ENERGY	690 CHESTERFIELD PKWY W-3433311000	5,658.25	001
9/1/2023	70251	ST. LOUIS COUNTY MUNICIPAL LEAGUE	DUES FOR JULY 2023 - JUNE 2024	7,122.00	001
9/7/2023	70275	GAMMA'S SHIELD SHADE TREE INC	2023 SUPPLEMENTAL STUMP GRINDING/2023 STREET TREE AND STUMP REMOVAL	37,526.14	001
9/7/2023	70278	HABERBERGER MECHANICAL CONTRACTORS	CENTRAL PARK BATHROOM HEATER REPLACEMENTS	5,690.00	001
9/7/2023	70286	MINUTEMAN PRESS	24,300 NEWLETTER & ACTIVITY GUIDE	10,412.00	001
9/7/2023	70289	NEXT-LEVEL CONSTRUCTION, LLC	2023 WILDHORSE PARKWAY RECONSTRUCTION PROJECT	427,638.13	120
9/7/2023	70292	ROTARY CLUB OF WEST ST. LOUIS COUNTY	BEVERAGES SOLD AT BACKSTOPPALOOZA	5,020.39	001
9/7/2023	70293	RSC INSURANCE BROKERAGE, INC	23-24 LOGAN PARK-GENERAL/EXCESS LIABILITY INSURANCE POLICY RENEWAL	6,340.00	001
9/7/2023	70299	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	POLICE COMMUNICATIONS	18,047.50	121
9/14/2023	70316	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	22,413.21	001
9/14/2023	70323	ARCHIMAGES, INC.	PUBLIC WORKS FACILITY STORAGE STRUCTURE	23,000.73	120
9/14/2023	70326	CDS OFFICE TECHNOLOGIES, ,	INSPECTOR/ARBORIST LAPTOPS WITH MOUNTING HARDWARE FOR TRUCK INSTALLATION	10,349.64	001
9/14/2023	70353	MISSOURI AMERICAN WATER COMPANY	690 CHESTERFIELD PKWY W-1017-210014663856	6,044.48	001
9/14/2023	70366	THE HARTFORD-PRIORITY ACCOUNTS	SEPT 2023 GRP LIFE, LT/SHRT, VOL LIFE, ACC/CRITICAL ILLNESS INSU	14,062.59	001
9/21/2023	70372	CLAYCO CONSTRUCTION	RELEASE OF LANDSCAPE SURETY-THE TOWNES AT WILDHORSE VILLAGE	54,869.69	808
9/21/2023	70373	CLAYCO CONSTRUCTION	GRADING SURETY RELEASE - WILDHORSE VILLAGE	103,000.00	808
9/21/2023	70374	CLAYCO CONSTRUCTION	GRADING SURETY RELEASE-WATERFRONT AT WILDHORSE VILLAGE	16,930.00	808
9/21/2023	70375	CLAYCO CONSTRUCTION	GRADING SURETY RELEASE-THE TOWNES AT WILDHORSE VILLAGE	14,500.00	808
9/21/2023	70380	ENGELMEYER & PEZZANI, LLC	JUNE-AUGUST 2023 CERTIFIED TRIAL SERVICES / ALTERNATIVE COURT	13,725.00	001
9/21/2023	70387	PNC BANK	AUG - SEPT 2023 PNC CREDIT CARD STATEMENT	21,852.25	001
9/21/2023	70392	THE GRAVILLE LAW FIRM, LLC	MAY 2023 PROFESSIONAL SERVICES	31,662.50	001
9/21/2023	70396	WILDHORSE VILLAGE LP	PARTIAL RELEASE OF CONSTRUCTION & MAINTENANCE DEPOSITS	344,559.08	808
9/28/2023	70399	ARCHIMAGES, INC.	PUBLIC WORKS FACILITY STORAGE STRUCTURE	6,759.85	120
9/28/2023	70406	ENERGY PETROLEUM CO.	7123 GALLONS MID RFG GASOLINE/434 GALLONS OF REG RFG GAS/155.6 GALLONS OF REG RFG GAS, 117.5 GALLONS OF #2 DIESEL ULTRA	24,537.21	001
9/28/2023	70432	OATES ASSOCIATES	WILSON AVENUE-DESIGN SERVICES	6,671.71	120
9/28/2023	70454	TOPE INC	SEWER LATERAL REPAIR-14355 RAINY LAKE	5,921.48	110
9/28/2023	70458	TOPE INC	SEWER LATERAL REPAIR-60 RIVERBEND	5,573.35	110
				\$ 1,582,949.66	

Respectfully submitted by,
Jeannette Kelly, Director of Finance



Fund Legend

General Fund	001
Sewer lateral fund	110
Police forfeiture fund	114
Parks	119
Capital Improvements	120
Public Safety	121
Am Rescue Plan Act	137
Trust & Agency	808
TGA Trust Fund	810



RECORD OF PROCEEDING

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

OCTOBER 2, 2023

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

President Pro-Tem Mary Ann Mastorakos 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

Councilmember Mary Monachella
Councilmember Barbara McGuinness
Councilmember Aaron Wahl
Councilmember Mary Ann Mastorakos
Councilmember Dan Hurt
Councilmember Michael Moore
Councilmember Merrell Hansen
Councilmember Gary Budoor

ABSENT

Mayor Bob Nation

APPROVAL OF MINUTES

The minutes of the September 18, 2023 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve the September 18, 2023 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

President Pro-Tem Mastorakos recognized Boy Scouts in attendance and invited them to stay after the meeting to ask any questions they may have.

President Pro-Tem Mastorakos announced that the next meeting of City Council is scheduled for Monday, October 16, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mr. Mike Doster, 16839 Chesterfield Bluffs Circle, stated that he was available to answer questions pertaining to Bill No. 3471 (P.Z. 01-2023 Long Road Lipton Parcel [Cronin Valley Real Estate, LLC]).

Mr. Kenneth Schaeffler, 2268 Welsch Ind. Court, Maryland Heights, stated that he was available to answer questions pertaining to Bill No. 3471 (P.Z. 01-2023 Long Road Lipton Parcel [Cronin Valley Real Estate, LLC]).

Mr. Joshua Bryant, 518 S. Camp Meade Road, stated that he was available to answer questions pertaining to Chesterfield Commons Six, Lot 3 (ASDSP).

Mr. Jeff Greene, 17365 Chesterfield Airport Road, stated that he was available to answer questions pertaining to Chesterfield Commons Six, Lot 3 (ASDSP).

APPOINTMENTS

There were no appointments scheduled for this meeting.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning & Public Works Committee

Bill No. 3470 Pertains to the acceptance of Schoettler Grove Court in Schoettler Grove as a public street in the City of Chesterfield **(Second Reading) Planning & Public Works Committee recommends approval**

Councilmember Merrell Hansen, Chairperson of the Planning & Public Works Committee, made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3470. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3470 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3470 with the following results: Ayes – Wahl, Monachella, Moore, Hansen, Hurt, Mastorakos, McGuinness and Budoor. Nays – None. Whereupon President Pro-Tem Mastorakos declared Bill No. 3470 approved, passed it and it became **ORDINANCE NO. 3261**.

Bill No. 3471 Amends an existing “PI” Planned Industrial District for 8.83 acres of land located north of Chesterfield Airport Rd and south of Interstate 64 (17U410115, 17U410160, 17U410126, 17U410159, 17U410137, 17U410148) **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval. Green Sheet Amendments**

Councilmember Hansen made a motion, seconded by Councilmember Budoor, for the first reading of Bill No. 3471, with the Planning & Public Works green sheet amendment incorporated. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3471 was read for the first time.

Councilmember Hansen made a motion, seconded by Councilmember Wahl, to approve the third amended site development section plan, amended landscape plan, lighting plan and amended architectural elevations for Chesterfield Commons Six, Lot 3. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hansen announced that the meeting of this Committee, scheduled for Thursday, October 5, at 5:30 p.m., has been canceled. The next meeting of this Committee is scheduled for Thursday, October 21, at 5:30 p.m.

Finance & Administration Committee

Councilmember Michael Moore, Chairperson of the Finance & Administration Committee, announced that the next meeting of this Committee is scheduled for Tuesday, October 3, at 5:30 p.m., as a Committee of the Whole.

Parks, Recreation & Arts Committee

Councilmember Mary Monachella, Chairperson of the Parks, Recreation & Arts Committee, announced that the next meeting of this Committee is scheduled for Wednesday, November 1, at 5:30 p.m.

Public Health & Safety Committee

President Pro-Tem Mary Ann Mastorakos, Chairperson of the Public Health & Safety Committee, indicated that there were no action items scheduled on the agenda for this meeting.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Staff is recommending contract authorization for audio visual equipment. Based upon review of information provided by Director of Information Technology Matthew Haug, Mr. Geisel joined with him in recommending authorization for additional product and services to be provided by Tech Electronics for other audio visual improvements at a cost not to exceed \$44,000, which is

the remaining amount budgeted for this project. Councilmember Budoor made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Hurt, McGuinness, Wahl, Budoor, Mastorakos, Hansen, Monachella and Moore. Nays – None. Whereupon President Pro-Tem Mastorakos declared the motion passed.

Mr. Geisel reported that Game Show Battle Room, located at 17089 N. Outer 40 Road, has requested a new liquor license for retail sale of all malt liquor (beer only), intoxicating liquor and light wine by the drink for consumption on premise and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Police Department and Planning & Development Services. Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve issuance of a new liquor license to Game Show Battle Room. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

OTHER LEGISLATION

There was no other legislation scheduled for this meeting.

UNFINISHED BUSINESS

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

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, President Pro-Tem Mastorakos adjourned the meeting at 7:26 p.m.

President Pro-Tem Mary Ann Mastorakos

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Merrell Hansen

Vice-Chair: Councilmember Dan Hurt

Proposed Bill No. 3471 – P.Z. 01-2023 Long Road Lipton Parcel (Cronin Valley Real Estate, LLC): A request to amend an existing “PI” Planned Industrial District for 8.83 acres of land located north of Chesterfield Airport Rd and south of Interstate 64 (17U410115, 17U410160, 17U410126, 17U410159, 17U410137, 17U410148). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval with one amendment,**

NEXT MEETING

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, October 19th, 2023, at 5:30pm.

If you have any questions or require additional information, please contact Director of Planning - Justin Wyse, Director of Public Works – Jim Eckrich, or me prior to Monday’s meeting.

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: October 2, 2023

RE: P.Z. 01-2023 Long Road Lipton Parcel (Cronin Valley Real Estate, LLC): A request to amend an existing "PI" Planned Industrial District for 8.83 acres of land located north of Chesterfield Airport Rd and south of Interstate 64 (17U410115, 17U410160, 17U410126, 17U410159, 17U410137, 17U410148).



Summary

Cronin Valley Real Estate, LLC, has submitted a request to amend a "PI" Planned Industrial District governed under [Ordinance 1540](#) to allow for the outdoor sale of automobiles. The existing ordinance encompasses 18.54 acres of land; however, the proposed use amendment is only being requested for 8.83 acres of the development – or the land north of Long Road Crossing.

A public hearing was held on July 10th, 2023 at which time the Planning Commission discussed the proposed amendments. Staff noted that since the existing ordinance is from 1999, the uses and development criteria differ from today's Unified Development Code. The Planning Commission requested that the existing ordinance be updated to reflect today's terminology.

Following the public hearing, Staff worked with the applicant on translating the 1999 use terms to current use terms. A majority of the uses were easily translated – however, it was discovered that Planned Industrial Districts in 1999 allowed retail sales. Retail sales establishments are no longer permitted in Planned Industrial Districts but rather Planned Commercial Districts. The applicant is requesting that the use terms not be updated to today's terminology but rather just amend the use related to the sale of motor vehicles. Staff explained that this request could be brought forward to the Planning Commission and that the decision of approval/denial would be dependent on the Commission's judgement in addition to City Council.

The petition was then reviewed by the Planning Commission on September 11th, 2023. At that time, Commission made a motion to recommend approval with one amendment. The amendment included restricting the hours of operation for use "u" from 6 a.m. to 11 p.m. for the property located north of Long Road Crossing. The motion passed by a vote of 9-0.

The petition was reviewed by the Planning & Public Works Committee on September 21st, 2023. At that time, the Committee made a motion to recommend approval with one amendment. This amendment was as follows: "Areas for outdoor sales, storage, and

display must be shown and approved on the Site Development Section Plan and shall be screened from I-64. Screening shall include, but not be limited to, landscaping." This has been included as a green sheet amendment. The motion passed by a vote of 4-0.



Figure 1: Subject Site Aerial

Attachments:

- 1) Green Sheet Amendment
- 2) Legislation
- 3) Attachment A
- 4) Preliminary Development Plan

BILL NO. 3471

ORDINANCE NO. _____

AN ORDINANCE AMENDING AN EXISTING "PI" PLANNED INDUSTRIAL DISTRICT FOR 18.54-ACRES OF LAND LOCATED NORTH OF CHESTERFIELD AIRPORT RD AND SOUTH OF INTERSTATE 64.

WHEREAS, the petitioner, Cronin Valley Real Estate, LLC, has requested to amend an existing "PI" Planned Industrial District to allow an additional permitted use for 8.83-acres of an 18.54-acre development; and,

WHEREAS, a Public Hearing was held before the Planning Commission on July 10, 2023; 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; and,

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 amending an existing "PI" Planned Industrial District designation to allow an additional permitted use for 8.83-acres of an 18.5-acre development located north of Chesterfield Airport Road and south of Interstate 64 and as described as follows:

A TRACT OF LAND IN U.S. SURVEY NO. 1010, TOWNSHIP 45 NORTH, RANGE 3 EAST, FIFTH PRINCIPAL MERIDIAN (DESCRIBED IN BOOK 7132 PAGE 2298, ST. LOUIS COUNTY RECORD) LOCATED IN ST. LOUIS COUNTY, MISSOURI AND FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT A SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF VSS PARTNERSHIP (BOOK 7811 PAGE 555, ST. LOUIS COUNTY RECORDS), SAID CORNER MARKED WITH AN EXISTING IRON PIPE; THENCE SOUTH 88 DEGREES 27 MINUTES 04 SECONDS WEST ALONG THE NORTHERLY LINE OF CHESTERFIELD AIRPORT ROAD, 100 FEET WIDE (FORMERLY KNOWN AS OLD OLIVE STREET ROAD AND OLD HIGHWAY 40) 560.75 FEET TO AN EXISTING IRON PIPE MARKING A POINT OF CURVE ON THE NORTHERLY LINE OF SAID ROAD; THENCE ALONG SAID NORTHERLY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5,679.15 FEET, THROUGH A CENTRAL ANGLE OF 00

DEGREES 59 MINUTES 37 SECONDS, AN ARC DISTANCE OF 98.49 FEET (CHORD OF SOUTH 88 DEGREES 56 MINUTES 53 SECONDS WEST 98.49 FEET) TO A SET IRON PIPE; THENCE NORTH 03 DEGREES 36 MINUTES 57 SECONDS WEST 1,358.47 FEET TO A SET IRON PIPE ON THE SOUTHERLY LINE OF MISSOURI STATE ROUTE 40 TR (325 FEET WIDE); THENCE SOUTH 85 DEGREES 12 MINUTES 18 SECONDS EAST ALONG SAID SOUTHERLY LINE 665.94 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 03 DEGREES 36 MINUTES 57 SECONDS EAST ALONG THE EASTERLY LINE OF SAID VSS PARTNERSHIP LANDS (THE BASIS OF BEARINGS FOR THIS DESCRIPTION) 1,285.69 FEET (1,285.85 FEET PER PLAT E-2644 BY BOOKER ENGINEERS) TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 20,000 ACRES MORE OR LESS ACCORDING TO A LAND SURVEY BY LOOMIS DEBENPORT BOULTON DURING FEBRUARY, 1986.

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.

Section 3. The City Council, pursuant to the petition filed by Cronin Valley Real Estate, LLC, requesting the rezoning 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 10th day of July 2023, 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 _____, 2023

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

FIRST READING HELD: 10/02/2023

Vickie McGownd, CITY CLERK

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 "PI" Planned Industrial District shall be:
 - a. Animal hospitals, veterinary clinics, and kennels
 - b. Auditoriums, churches, clubs, lodges, meeting rooms, libraries, reading rooms, theaters, or any other facility for public assembly
 - c. Cafeterias for employees and guests only
 - d. Childcare centers, nursery schools, and day nurseries
 - e. Financial institutions
 - f. Filling stations, including emergency towing and repair services, provided that no automobile, truck, or other vehicle may be parked or stored in the open for longer than twenty-four (24) hours
 - g. Gymnasiums, indoor swimming pools, indoor handball and racquetball courts (public or private), and indoor and unlighted outdoor tennis courts (public or private)
 - h. Hotels and motels
 - i. Local public utility facilities, provided that any installation, other than poles and equipment attached to the poles, shall be:
 - i. Adequately screened with landscaping, fencing or walls, or any combination thereof; or
 - ii. Placed underground; or
 - iii. Enclosed in a structure in such a manner so as to blend with and complement the character of the surrounding area. All plans for screening these facilities shall be submitted to the Department of Planning for review. No building permit or installation permit shall be issued until these plans have been approved by the Department of Planning.
 - j. Medical and dental offices

- k. Offices or office buildings
 - l. Parking areas, including garages, for automobiles, but not including any sales of automobiles, or the storage of wrecked or otherwise damaged and immobilized automotive vehicles for a period in excess of seventy-two (72) hours.
 - m. Permitted signs
 - n. Police, fire, and postal stations
 - o. Printing and duplicating services
 - p. Research facilities, professional and scientific laboratories, including photographic processing laboratories used in conjunction therewith
 - q. Restaurant, fast food
 - r. Restaurant, sit down
 - s. Sales, servicing, repairing, cleaning, renting, leasing, and necessary outdoor storage of equipment and vehicles used by business, industry, and agriculture
 - i. Outdoor storage is prohibited.
 - t. Service facilities, studios, or work areas for antique salespersons, artists, candy makers, craftpersons, dressmakers, tailors, music teachers, dance teachers, typists, and stenographers, including cabinet makers, film processors, fishing tackle and bait shops, and souvenir sales. Goods and services associated with these uses may be sold or provided directly to the public on the premises.
 - u. Stores, shops, markets, service facilities, and automatic vending facilities in which goods or services of any kind, including indoor sale of motor vehicles, are being offered for sale or hire to the general public on the premises
 - i. Outdoor sales of motor vehicles are permitted north of Long Road Crossing. Areas for outdoor sales, storage, and display must be shown and approved on the Site Development Section Plan and shall be screened from I-64. Screening shall include, but not be limited to, landscaping.
 - ii. Hours of operation for use "u" shall be restricted from 6:00 a.m. to 11:00 p.m. for the property located north of Long Road Crossing.
 - v. Vehicle service centers for automobiles
-

w. Vehicle washing facilities for automobiles

2. Hours of Operation

a. Hours of operation for this “PI” District shall not be restricted with exception to the hours of operation for use “u” which shall be restricted to 6:00 a.m. to 11:00 p.m. for the property located north of Long Road Crossing.

3. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

B. FLOOR AREA, HEIGHT, BUILDING AND PARKING STRUCTURE REQUIREMENTS

1. Height

a. The maximum height of any building shall not exceed three (3) floors or forty-five (45) feet.

2. Building Requirements

a. Gross floor area for the development shall not exceed 185,796 square feet. The square footage constructed shall be based on the developer’s ability to comply with the parking regulations of the City of Chesterfield code.

C. SETBACK REQUIREMENTS

1. Structure Setbacks

No building or structure, other than: a freestanding project identification sign, light standards, or flag pole will be located within the following setbacks:

- a. Ninety (90) feet from the new or existing right-of-way limits of Interstate 64/40.
- b. Thirty (30) feet from the right-of-way of Chesterfield Airport Road.
- c. Thirty (30) feet from the right-of-way limits of Chesterfield Industrial Drive.
- d. Thirty (30) feet from the right-of-way limits of the Long Road Crossing Drive.
- e. Thirty (30) feet from the eastern boundary of this “PI” district.
- f. Thirty (30) feet from the western boundary of this “PI” district.
- g. Fifteen (15) feet from internal lot lines.

2. Parking Setbacks

No parking stall, 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 right-of-way limits of Interstate 64/40.
 - b. Thirty (30) feet from the right-of-way limits of Chesterfield Airport Road.
-

- c. Thirty (30) feet from the right-of-way limits of Chesterfield Industrial Drive.
- d. Thirty (30) feet from the right-of-way limits of Long Road Crossing Drive.
- e. Fifteen (15) feet from internal lot lines.

D. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development will be as required in the City of Chesterfield 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. 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.

E. LANDSCAPE AND TREE REQUIREMENTS

1. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.

F. SIGN REQUIREMENTS

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
2. Installation of Landscaping and Ornamental Entrance Monument or Identification Signage construction shall be reviewed by the City of Chesterfield/St. Louis County Department of Transportation for sight distance consideration and approved prior to installation or construction.

G. LIGHT REQUIREMENTS

1. Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.

H. ARCHITECTURAL REQUIREMENTS

1. The development shall adhere to the Architectural Review Standards of the City of Chesterfield 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.
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I. ACCESS/ACCESS MANAGEMENT

1. Access to the development shall be as shown on the Preliminary Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield and St. Louis County Department of Transportation, as applicable.
2. 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 St. Louis County Department of Transportation.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. 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 and St. Louis County Department of Transportation. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
2. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the St. Louis County Department of Transportation. No gate installation will be permitted on public right-of-way.
3. Provide a 5-foot-wide sidewalk, conforming to ADA standards, along the Chesterfield Airport Road frontage of the site and both sides of interior roadways. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within the Chesterfield Airport Road right-of-way, if permitted by St. Louis County or on private property within a 6-foot-wide sidewalk, public access and utility easement dedicated to the City. The sidewalk shall be maintained by the property owner.
4. Provide sidewalk connections from the required 5-foot-wide sidewalk along Chesterfield Airport Road to internal sidewalks and/or pedestrian paths.

K. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield and St. Louis County Department of Transportation. 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.

L. POWER OF REVIEW

1. The development shall adhere to the Power of Review Requirements of the City of Chesterfield Code.

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. 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.
3. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
4. Provide stormwater management facilities as required by the City of Chesterfield, the Metropolitan St. Louis Sewer District, and the Monarch-Chesterfield Levee District. The location and types of storm water management facilities shall be identified on all Site Development Plans.

N. SANITARY SEWER

1. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.

O. GEOTECHNICAL REPORT

1. Prior to Site Development Section Plan approval, provide a geotechnical report, prepared by a registered professional engineer licensed to practice in the State of Missouri, as directed by the Department of Public Services. 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 Section Plans and Improvement Plans.

P. MISCELLANEOUS

1. All utilities will be installed underground.
 2. The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. 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.

II. GENERAL CRITERIA

A. 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 openspace 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 a 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 Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield 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, Metropolitan St. Louis Sewer District (MSD) and St. Louis County Department of Transportation.
22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

III. TRUST FUND CONTRIBUTION

- A.** The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the City of Chesterfield. Allowable credits for required improvements will be awarded as directed by the City of Chesterfield. This contribution shall be established by the City of Chesterfield Trust Fund Rate Schedule.
- B.** The Traffic Generation Assessment (TGA) contribution shall be made prior to the issuance of a Municipal Zoning Approval (MZA) by the City of Chesterfield.
- C.** Prior to Special Use Permit issuance by the St. Louis County Department of Transportation, a special cash escrow or a special escrow supported by an Irrevocable Letter of Credit, must be established with St. Louis County Department of Transportation to guarantee completion of the required roadway improvements.
- D.** The amount of all required contributions for storm water and primary water line improvements, if not submitted by January 1, 2024, 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 St. Louis County Department of Transportation.

E. WATER MAIN

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$915.62 per acre for the total area as approved on the Site Development Section Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

The primary water line contribution shall be deposited with the St. Louis County Department of Transportation. The deposit shall be made before St. Louis County approval of the Site Development Section Plan or Concept Plan unless otherwise directed by the St. Louis County Department of Transportation. Funds shall be payable to Treasurer, St. Louis County/City of Chesterfield.

F. STORM WATER

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 St. Louis County and the Metropolitan St. Louis Sewer District. The amount of the storm water contribution will be computed based on \$2,905.08 per acre for the total area as approved on the Site Development Section Plan.

The storm water contributions to the Trust Fund shall be deposited with the St. Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by St. Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. Funds shall be payable to Treasurer, St. Louis County/City of Chesterfield.

G. SANITARY SEWER

The sanitary sewer contribution is collected as the Caulk Creek impact fee.

The sanitary sewer contribution within Chesterfield Valley area shall be deposited with the Metropolitan St. Louis Sewer District as required by the District.

IV. RECORDING

1. 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.

V. ENFORCEMENT

1. 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.
-

2. 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.
 3. 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.
 4. Waiver of Notice of Violation per the City of Chesterfield Code.
 5. This document shall be read as a whole and any inconsistency to be integrated to carry out the overall intent of this Attachment A.
-

ATTACHMENT A

All provisions of the City of Chesterfield City Code shall apply to this development except as specifically modified herein.

B. FLOOR AREA, HEIGHT, BUILDING AND PARKING STRUCTURE REQUIREMENTS

1. Height
 - a. The maximum height of any building shall not exceed three (3) floors or forty-five (45) feet.
2. Building Requirements
 - a. Grass floor area for the development shall not exceed 185,796 square feet. The square footage constructed shall be based on the developer's ability to comply with the parking regulations of the City of Chesterfield code.

C. SETBACKS

1. Structure Setbacks
 - a. No building or structure, other than: a freestanding project identification sign, light standards, or flag pole will be located within the following setbacks:
 - i. Ninety (90) feet from the new or existing right-of-way limits of Interstate 64/40.
 - ii. Thirty (30) feet from the right-of-way of Chesterfield Airport Road.
 - iii. Thirty (30) feet from the right-of-way limits of Chesterfield Industrial Drive.
 - iv. Thirty (30) feet from the right-of-way limits of Long Road Crossing Drive.
 - v. Thirty (30) feet from the eastern boundary of this "PI" district.
 - vi. Thirty (30) feet from the western boundary of this "PI" district.
2. Parking Setbacks
 - a. No parking stall, loading space, internal driveway, or roadway, except points of ingress or egress, will be located within the following setbacks:
 - i. Thirty (30) feet from the right-of-way limits of Interstate 64/40.
 - ii. Thirty (30) feet from the right-of-way limits of Chesterfield Airport Road.
 - iii. Thirty (30) feet from the right-of-way limits of Chesterfield Industrial Drive.
 - iv. Thirty (30) feet from the right-of-way limits of Long Road Crossing Drive.

D. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development will be as required in the City of Chesterfield 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. 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.

E. LANDSCAPE AND TREE REQUIREMENTS

1. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.

F. SIGN REQUIREMENTS

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
2. Installation of Landscaping and Ornamental Entrance Monument or Identification Signage construction shall be reviewed by the City of Chesterfield/Saint Louis County Department of Transportation for sight distance consideration and approved prior to installation or construction.

G. LIGHT REQUIREMENTS

1. Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.

PRELIMINARY DEVELOPMENT PLAN
DEAN TEAM HYUNDAI/GENESIS
LOTS 3, 4, 5, 6 AND 7 OF
"LONG ROAD CROSSING/LIPTON PARCEL"
U.S. SURVEY 1010, TOWNSHIP 45 NORTH, RANGE 3 EAST,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

GENERAL NOTES

1. Total Area of Tract = 807,678 sq. ft. (18.541 Acres)
2. Tract is currently zoned: "P1" Planned Industrial District
3. Adjoining properties are zoned: Interstate 64, U.S. Routes 40 & 61 (North) "PC" Planned Commercial District (East) "P1", "M3", "PC" Districts (South) "P1" Planned Industrial District (West)
4. Tract lies in the following districts:
 - Sewer: Metropolitan St. Louis Sewer District (Missouri River Watershed)
 - Fire: Chesterfield Fire Protection District
 - School: Rockwood School District
5. All public utilities are available to the site
6. Tract is served by the following utilities:
 - Electric: Ameren Missouri
 - Gas: Spire Gas Company
 - Telephone: AT&T
 - Water: Missouri American Water
7. Contours are USGS Datum.
8. All proposed improvements shall be constructed to City of Chesterfield Standards
9. All grading and drainage to be in conformance with MSD Standards
10. For clarity, this plan does not show the existing lot lines and cross-access easements for the property North of Long Road Crossing Drive. They will be removed and adjusted by the preparation of a new plat in the future in accordance with City of Chesterfield Regulations.

M.S.D. BENCHMARK

M.S.D. BENCHMARK #11-44 ELEV.=461.85
"SO" ON SOUTHWEST CORNER OF CONCRETE STEP TO HOUSE #17839 CHESTERFIELD AIRPORT ROAD.

SITE BENCHMARK

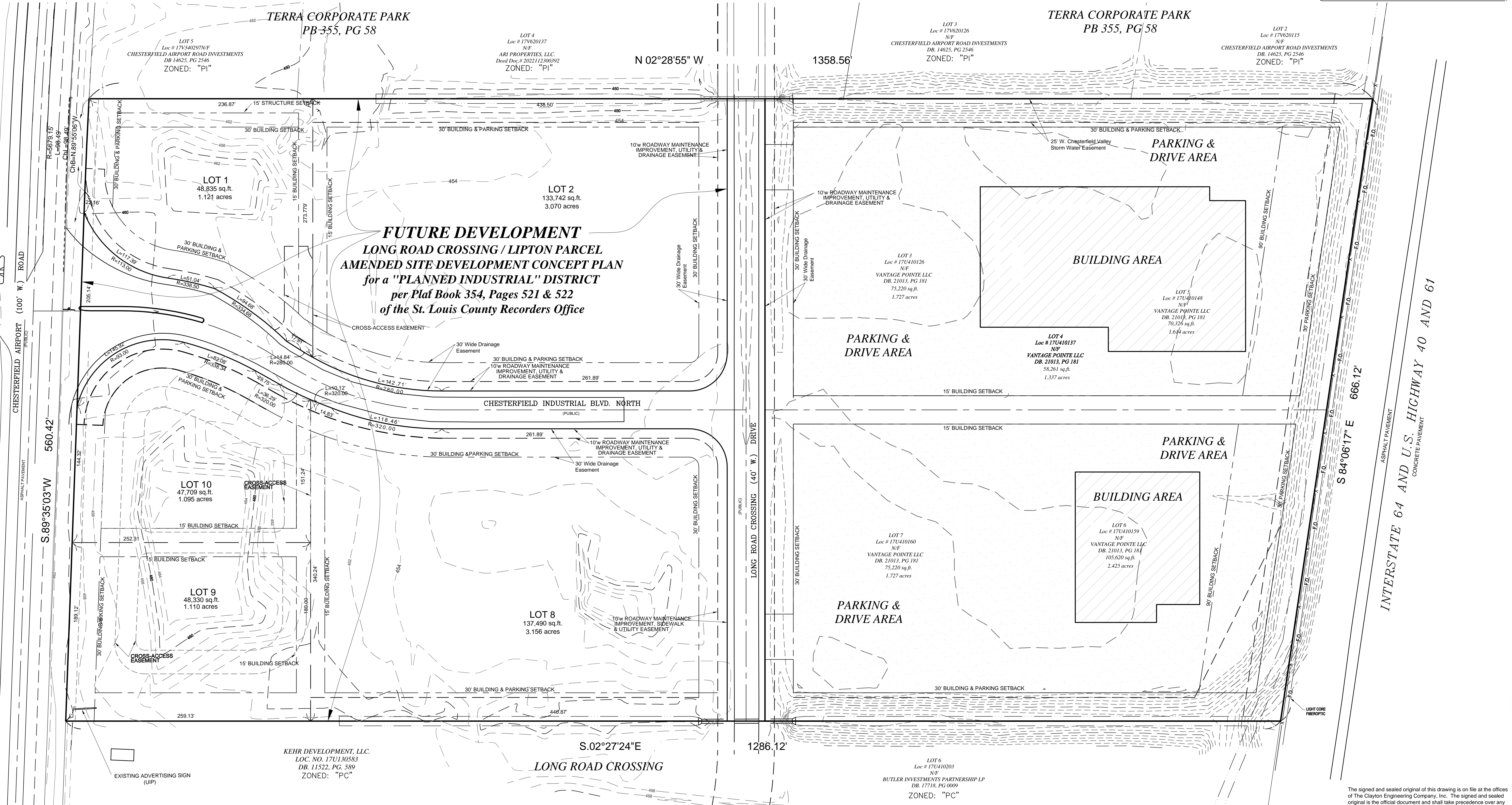
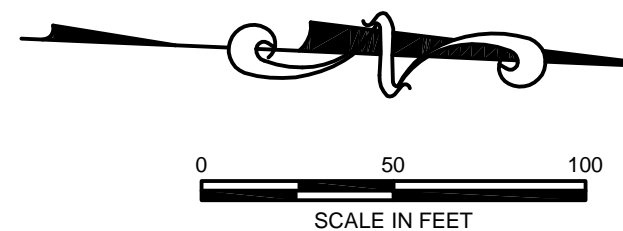
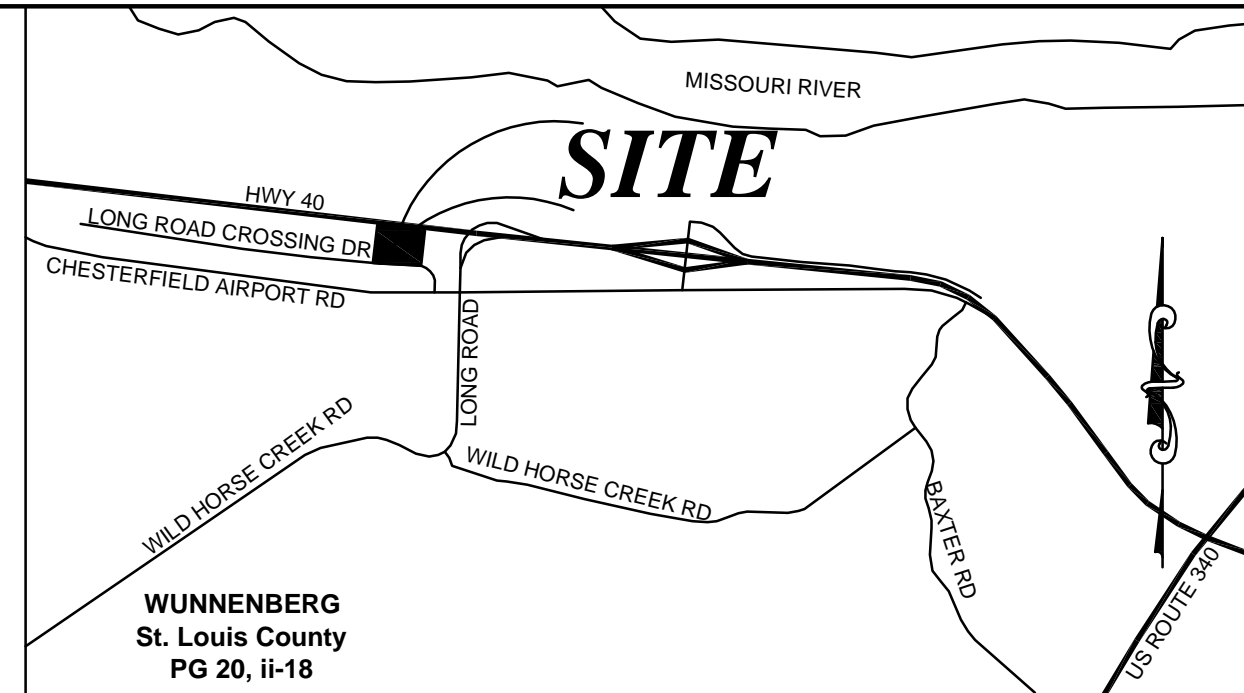
ELEV.=458.00
RAILROAD SPIKE IN POWER POLE IS APPROXIMATELY 190' SOUTH OF SOUTHWEST CORNER OF CAMBRIDGE ENGINEERING WAREHOUSE BUILDING.

FLOODPLAIN INFORMATION:

Special Flood Hazard Area per FIRM Map No. 29188C0120 and Map No. 29188C0140, both of which have been revised to reflect LOMR dated April 17, 2000. The floodplain information shall be corrected accordingly 100 YEAR HIGHWATER ELEVATIONS PER THE CITY OF CHESTERFIELD MASTER STORMWATER PLAN

Note

-ALL BUILDINGS AND ROADWAYS SHALL BE ELEVATED A MINIMUM 1 FOOT ABOVE THE MAX. HIGHWATER ELEVATION IN THE CHESTERFIELD MASTER MODEL.
-STREET TREES SHALL BE PROVIDED ALONG BOTH SIDES OF THE PUBLIC ROAD IN ACCORDANCE WITH SECTION 1005.340 OF THE CITY OF CHESTERFIELD SUBDIVISION ORDINANCE.
-STREET LIGHTING ALONG LONG RD. CROSSING, TERRA CORP. PARK DRIVE AND CHESTERFIELD AIRPORT ROAD TO BE REQUIRED AS PER THE CHESTERFIELD VALLEY MASTER STREET LIGHTING PLAN.
-TEMPORARY OFFSITE GRADING EASEMENTS SHALL BE EXECUTED AND RECORDED PRIOR TO APPROVAL OF ANY OFFSITE GRADING



Clayton engineering company, inc.
Celebrating 90 Years
ENGINEERS • SURVEYORS • PLANNERS
2288 WELSH INDUSTRIAL COURT, ST. LOUIS, MISSOURI 63116
(314) 992-8888 FAX: (314) 992-8888 www.claytoneng.com
1800-368-3688
11000 Francis Dr., St. Louis, MO 63141
PLOTTED: 8/10/2023 1:41 PM

DESIGNED	KRS
DRAWN	KRS, DLH
CHECKED	EAS
DATE	AUGUST 30, 2023
PROJECT NUMBER	23041
SHEET NUMBER	1 of 1

PRELIMINARY PLAN
DEAN TEAM HYUNDAI/GENESIS
CRONIN VALLEY REAL ESTATE
15121 Manchester Road
Ballwin, Missouri 63011
Prepared for:
ERIC A. SKELTON - Professional Engineer
No. 2000150069
ERIC A. SKELTON
NUMBER
E-2000150069
DESIGNED
KRS
DRAWN
KRS, DLH
CHECKED
EAS
DATE
AUGUST 30, 2023
PROJECT NUMBER
23041
SHEET NUMBER
1 of 1

The signed and sealed original of this drawing is on file at the offices of The Clayton Engineering Company, Inc. The signed and sealed original is the official document and shall take precedence over any digital version.

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Michael Moore

Vice-Chair: Barbara McGuinness

Proposed Resolution No. #490 - Special Business District Budget - A resolution adopting the budget for the Wildhorse Village Special Business District for the year ending on December 31, 2023. **(Roll Call Vote). The Wildhorse Village advisory board and the Finance and Administration Committee of the Whole recommends approval.**

Proposed Bill No. 3473 - Special Business District Tax Rate Ordinance - An Ordinance fixing the rate of taxation for the year 2023 and levying a tax on all real property made taxable by the law within the Wildhorse Village Special Business District in the City of Chesterfield Missouri. **(First Reading) The Wildhorse Village advisory board and the Finance and Administration Committee of the Whole recommends approval.**

Proposed Bill No. 3474 - County Collections Contract (SBD & TIF) - An ordinance authorizing the City Administrator to Execute Contract on behalf of the City of Chesterfield, Missouri with St. Louis County, Missouri for collection services for various taxes and fees. **(First Reading) City Staff and the Finance and Administration Committee of the Whole recommends approval.**

Civic Plus – City Website and Customer Interface - Authorization for the City Administrator to execute agreements with Civic Plus for Web Hosting and associated technology modules. **(Roll Call Vote) City Staff and the Finance and Administration Committee of the Whole recommends approval.**

Amphitheater Design Service - Authorization for the City Administrator to enter into a professional services agreement with Bond Architects in an amount not to exceed \$265,000 from the ARPA allocation. **(Roll Call) The Finance and Administration Committee Recommends approval.**

Proposed Bill No. 3465 – An Ordinance of the City of Chesterfield amending section 110.380 of the City Code related to the City Council’s rules of procedure. Recommended by the City Attorney and the Finance and Administration Committee. **(First Reading)**

City Council Policy No. 2 Revision – Approval of revisions to City Council Policy #2, by adding the Architectural Review Board to the list of Statutory Committees whose members are to be interviewed by Council Committee. **(Voice Vote) Recommended by City Staff and the Finance and Administration Committee.**

NEXT MEETING

A Budget Workshop Meeting #2 is scheduled for Monday, October 30th, 2023 at 5:30 pm in Chambers.

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

Memorandum

Department of Planning

To: Mike Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: October 3rd, 2023

RE: Wildhorse Village Special Business District – 2023 Budget



Summary

Following approval of the Wildhorse Village Special Business District, the Advisory Board met to discuss a budget for 2023. While uncommon to discuss a budget this late in the year, the Revised Statutes of Missouri require the district to begin operating once approved. Additionally, City Staff has been coordinating with County personnel to determine if taxes could logistically be collected this year. Following these discussions, it was determined that we would not be able to have all County departments setup to collect the tax in 2023.

The Wildhorse Village Special Business District Advisory Board met on September 11, 2023. At that time, Resolution 23-01 was unanimously approved by the Board to recommend that the City Council approve the 2023 budget for the Wildhorse Village Special Business District. As there is not an opportunity for collection of revenue this year, the budget shows revenues of \$0 and expenses of \$0 (as you recall, the City has not accepted these items for maintenance yet).

Recommendation

This item should be forwarded to the Finance and Administration Committee for recommendation. If the Committee concurs with proposed budget, two items will be forwarded to City Council:

1. An ordinance setting the tax rate of 2023 at \$0.00 / \$100 Assessed Valuation. It should be noted that a public hearing will be held on this item at City Council.
2. A resolution adopting the 2023 Wildhorse Village Special Business District budget.

Attachments:

WHV Special Business District Advisory Board Resolution 23-01

Resolution No. 23- 01

A RESOLUTION OF THE WILDHORSE VILLAGE SPECIAL BUSINESS DISTRICT ADVISORY BOARD APPROVING AND ADOPTING THE PROPOSED ANNUAL BUDGET OF THE DISTRICT FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH.

WHEREAS, on May 23, 2023 the City Council of the City of Chesterfield, Missouri (the “Council”) adopted Ordinance No. 3235 (the “Ordinance”), which Ordinance established the Wildhorse Village Special Business District (the “District”) as a special business district, all in accordance with the Special Business Districts Act, Sections 71.790 to 71.808 of the Revised Statutes of Missouri, as amended (the “SBD Act”); ; and

WHEREAS, as set forth in the Ordinance, pursuant to Section 71.800.5 of the SBD Act, the Council ordered an election on the approval of a tax on owners of real property in the District in a sum not to exceed \$0.85 per \$100 assessed valuation on real property, tracts, lots, or parcels of real property in the District for the purpose of providing revenue to the District (the “Proposition”); and

WHEREAS, an election on the Proposition was held on August 29, 2023, and the certified election results showing that the Proposition passed were provided to the Wildhorse Village Special Business District Advisory Board (the “Board”) on or about August 30, 2023; and

WHEREAS, pursuant to the Ordinance, the Board shall, within thirty days of notice that the Proposition passed at an election held in accordance with the SBD Act, fix a time and place for its annual meeting and adopt and then file with the Council a proposed annual budget for the District, which proposed annual budget shall set forth the projected revenues and expenditures for the ensuing year; provided, however, that such proposed annual budget for the District is only a recommendation to the Council, and is not the final budget of the District unless approved by the Council; and

WHEREAS, the Board desires to adopt a proposed annual budget for the District for filing with the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE WILDHORSE VILLAGE SPECIAL BUSINESS DISTRICT ADVISORY BOARD, AS FOLLOWS:

SECTION 1. Approval of Proposed Annual Budget for Fiscal Year 2023. The proposed annual budget of the District for the fiscal year ending December 31, 2023 as set forth on **Exhibit A**, attached hereto and incorporated herein by reference (the “Budget”), is hereby approved and adopted by the Board

and recommended for approval and adoption to the Council. The City Clerk of the City of Chesterfield, Missouri is directed to file a copy of this Resolution and the Budget with the Council.

SECTION 2. District Officers to Execute Resolution. The Chair of the Board is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary of the District is hereby authorized and directed to attest to this Resolution.

SECTION 3. Further Authority. All actions heretofore taken by the authorized officials, officers, representatives, agents, and employees of the District in connection with the transactions contemplated by this Resolution are hereby confirmed and approved, and the District shall, and the officials, officers, representatives, agents, and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

SECTION 4. Severability Clause. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 6. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

SECTION 7. Effective Date. This Resolution shall take effect and be in full force from and after its final passage and approval.

Passed and approved this 11th day of September, 2023.

ATTEST:


Chair


Secretary

EXHIBIT A

FY 2023 Budget

Wildhorse Village Special Business District
FY 2023 Budget

Projected Revenues:	\$0
Projected Expenditures:	\$0
Proposed Millage Rate	\$0.00/\$100

Resolution # 490

A RESOLUTION ADOPTING THE BUDGET FOR THE WILDHORSE VILLAGE SPECIAL BUSINESS DISTRICT FOR THE YEAR ENDING ON DECEMBER 31, 2023.

WHEREAS, on May 23, 2023 the City Council of the City of Chesterfield, Missouri (the “Council”) adopted Ordinance No. 3235 (the “Ordinance”), which Ordinance established the Wildhorse Village Special Business District (the “District”) as a special business district, all in accordance with the Special Business Districts Act, Sections 71.790 to 71.808 of the Revised Statutes of Missouri, as amended (the “SBD Act”); ; and

WHEREAS, as set forth in the Ordinance, pursuant to Section 71.800.5 of the SBD Act, the Council ordered an election on the approval of a tax on owners of real property in the District in a sum not to exceed \$0.85 per \$100 assessed valuation on real property, tracts, lots, or parcels of real property in the District for the purpose of providing revenue to the District (the “Proposition”); and

WHEREAS, an election on the Proposition was held on August 29, 2023, and the certified election results showing that the Proposition passed were provided to the Wildhorse Village Special Business District Advisory Board (the “Board”) on or about August 30, 2023; and

WHEREAS, pursuant to the Ordinance, the Board shall, within thirty days of notice that the Proposition passed at an election held in accordance with the SBD Act, fix a time and place for its annual meeting and adopt and then file with the Council a proposed annual budget for the District, which proposed annual budget shall set forth the projected revenues and expenditures for the ensuing year; provided, however, that such proposed annual budget for the District is only a recommendation to the Council, and is not the final budget of the District unless approved by the Council; and

WHEREAS, the Board approved Resolution 23-01 proposing an annual budget for 2023 for the District for filing with the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE WILDHORSE VILLAGE SPECIAL BUSINESS DISTRICT ADVISORY BOARD, AS FOLLOWS:

SECTION 1. Approval of Proposed Annual Budget for Fiscal Year 2023. The proposed annual budget of the District for the fiscal year ending December 31, 2023 as set forth on **Exhibit A**, attached hereto and incorporated herein by reference (the “Budget”), is hereby approved and adopted by the City Council.

Passed and approved this _____ day of _____, 2023.

Presiding Officer

Mayor

City Clerk

EXHIBIT A

FY 2023 Budget

Wildhorse Village Special Business District
FY 2023 Budget

Projected Revenues:	\$0
Projected Expenditures:	\$0
Proposed Millage Rate	\$0.00/\$100

Memorandum

Department of Planning

To: Mike Geisel, City Administrator

From: Justin Wyse, Director of Planning *JW*

Date: October 3rd, 2023

RE: Wildhorse Village Special Business District – 2023 Budget



Summary

Following approval of the Wildhorse Village Special Business District, the Advisory Board met to discuss a budget for 2023. While uncommon to discuss a budget this late in the year, the Revised Statutes of Missouri require the district to begin operating once approved. Additionally, City Staff has been coordinating with County personnel to determine if taxes could logistically be collected this year. Following these discussions, it was determined that we would not be able to have all County departments setup to collect the tax in 2023.

The Wildhorse Village Special Business District Advisory Board met on September 11, 2023. At that time, Resolution 23-01 was unanimously approved by the Board to recommend that the City Council approve the 2023 budget for the Wildhorse Village Special Business District. As there is not an opportunity for collection of revenue this year, the budget shows revenues of \$0 and expenses of \$0 (as you recall, the City has not accepted these items for maintenance yet).

Recommendation

This item should be forwarded to the Finance and Administration Committee for recommendation. If the Committee concurs with proposed budget, two items will be forwarded to City Council:

1. An ordinance setting the tax rate of 2023 at \$0.00 / \$100 Assessed Valuation. It should be noted that a public hearing will be held on this item at City Council.
2. A resolution adopting the 2023 Wildhorse Village Special Business District budget.

Attachments:

WHV Special Business District Advisory Board Resolution 23-01

BILL NO. 3473

ORDINANCE NO. _____

AN ORDINANCE FIXING THE RATE OF TAXATION FOR THE YEAR 2023 AND LEVYING A TAX ON ALL REAL PROPERTY MADE TAXABLE BY THE LAW WITHIN THE WILDHORSE VILLAGE SPECIAL BUSINESS DISTRICT IN THE CITY OF CHESTERFIELD, MISSOURI

WHEREAS, the City Council of the City of Chesterfield, Missouri (the “City”) passed and approved Ordinance 3235 establishing the Wildhorse Village Special Business District (“District”) to include all real property legally described on Exhibit 1, and attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to section 71.800.5 of the Revised Statutes of Missouri (“RSMo”), an election was held on August 29, 2023 on the approval of a tax on owners of real property in the District in a sum not to exceed \$0.850 per \$100 assessed valuation on real property, tracts, lots, or parcels of real property in the District for the purpose of providing revenue to the District; and

WHEREAS, the qualified voters in the District unanimously approved the measure on August 29, 2023 and the results were subsequently certified by the Saint Louis County Board of Elections; and

WHEREAS, on November 6, 2023, in accordance with the provisions of Section 67.110 RSMo., after due notice as required by law and prior to adoption of any tax rate, the City Council conducted a public hearing regarding the rates hereinafter adopted at which all citizens were afforded an opportunity to be heard;

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

Section 1. There is hereby levied for the year 2023 upon all real property made taxable by the law within the Wildhorse Village Special Business District in the City of Chesterfield, Missouri, the following ad valorem taxes for the following purposes:

- a) For general revenue purposes a tax levy of **\$0.000** on residential property and a tax levy of **\$0.000** on commercial property on each one hundred dollars (\$100.00) of assessed valuation

Section 2. The City Clerk is directed to send a certified copy of this Ordinance to the St. Louis County Department of Revenue.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed and approved on this _____ day of _____, 2023

PRESIDING OFFICER

Bob Nation, Mayor

ATTEST:

Vickie McGownd, CITY CLERK

Memorandum

Department of Planning

To: Mike Geisel, City Administrator

From: Justin Wyse, Director of Planning *JW*

Date: October 3rd, 2023

RE: County Collection Contract



Summary

Following approval of the Wildhorse Village Special Business District and the Chesterfield Regional TIF District, Staff has been working to establish all requirements for collection of funds as part of this effort. It was determined that St. Louis County cannot collect the SBD tax with the annual property tax bills mailed to affected owners without amending our contract with St. Louis County to include “Special Business District taxes.” Additionally, collection of payments in lieu of taxes (PILOTs), is also included to allow for the collection of PILOTs in association with the Chesterfield Regional TIF District. The agreement has been reviewed by Staff and legal counsel.

Under the proposed agreement and consistent with State law, the proposal would allow the County to collect an administrative fee of not more than 1%. This system utilizes the existing collection infrastructure of the County to reduce the effort while recognizing the costs assumed by the County. All costs associated with the collection effort will be paid out of revenues directly related to the SBD and / or TIF. If the County does not collect the taxes, City staff would need to complete the tasks and costs would likely be higher as tax collection is not our primary service.

Recommendation

This item should be forwarded to the Finance and Administration Committee for recommendation. If the Committee concurs with the recommendation to move forward with this amendment to the existing collection contract, an ordinance authorizing the execution of the contract will be presented to City Council.

Attachments:

Proposed Contract for Collection Services

BILL NO. 3474

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF CHESTERFIELD, MISSOURI WITH ST. LOUIS COUNTY, MISSOURI FOR COLLECTION SERVICES FOR VARIOUS TAXES AND FEES.

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

WHEREAS, the City of Chesterfield has previously contracted for collection services associated with real and personal property taxes, sewer lateral fees, and nuisance fees, and

WHEREAS, the Chesterfield Regional TIF District and the Wildhorse Village Special Business District have been authorized to collect taxes in order to provide services in excess of what has been provided in the past, and

WHEREAS, the City is desirous of including collection of payments in lieu of taxes (PILOTS) and Special Business District taxes to the services contracted for between the City of Chesterfield and St. Louis County.

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

Section 1. The City Council hereby authorizes the City Administrator to execute on behalf of the City a Contract with St. Louis County, Missouri amending the existing contract for collection services to include collection of payments in lieu of taxes (PILOTS) and Special Business District taxes.

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

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD:

CONTRACT FOR COLLECTION SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, by and between ST. LOUIS COUNTY, MISSOURI, hereinafter called "COUNTY", and the CITY OF CHESTERFIELD, a municipal corporation, hereinafter called "MUNICIPALITY".

WHEREAS, COUNTY is authorized by St. Louis County Ordinance No. 19,573 to contract with any municipality in the COUNTY for the collection of its real estate taxes, personal property taxes, merchant's and manufacturers' uses, municipal vehicle license fees, business license fees, sewer lateral fees, certified costs of removing public nuisance debris (hereinafter "nuisance fees") and/or payments-in-lieu-of-taxes (hereinafter "PILOTS"); and

WHEREAS, MUNICIPALITY has duly enacted Ordinance Number _____, attached hereto and made a part hereof, authorizing the execution of this agreement on behalf of MUNICIPALITY.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations hereinafter stated, the parties agree as follows:

1. COUNTY shall:

- a. Upon timely receipt of proper certification of MUNICIPALITY' ordinance(s) levying the taxes and fees to be collected by COUNTY, commencing with the taxes and fees levied for the year 2023, COUNTY shall extend the entries and take such other steps as are necessary to include MUNICIPALITY'S (check the boxes that apply):

- Real and personal property taxes
- Merchant and manufacturers' tax
- Special business district taxes
- Motor vehicle fees
- Sewer lateral fees
- Nuisance fees

■ PILOTS

(hereinafter collectively referred to as “CERTIFIED TAXES, FEES AND PILOTS”) on bills issued for said year and each year thereafter until this contract is terminated. COUNTY shall have no obligation to include in its bills or attempt to collect any taxes, fees and PILOTS which are not properly certified by MUNICIPALITY in the manner and within the time prescribed in Section 2(a) of this contract.

- b. COUNTY shall use substantially the same procedures, forms and records that it uses to collect COUNTY and state taxes.
- c. Bills for MUNICIPALITY’S CERTIFIED TAXES, FEES AND PILOTS shall be issued at the time COUNTY issues bills for COUNTY and state taxes and shall be incorporated in COUNTY bills.
- d. On or before the fifteenth day of each month, COUNTY shall deliver to the Clerk, Collector, or appropriate municipal official designated by MUNICIPALITY, a detailed statement of the amounts of each CERTIFIED TAXES, FEES AND PILOTS collected during the preceding month and pay to MUNICIPALITY each amounts, less COUNTY’S compensation as hereinafter provided..
- e. Except as otherwise provided in paragraphs (f) through (h) below, furnish legal services and take the necessary legal steps to collect MUNICIPALITY’S CERTIFIED TAXES AND FEES which become delinquent during the term of this contract insofar as such taxes and fees may be collected with and as part of County’s bills for County and State taxes.

- f. COUNTY shall not be responsible for levying or collecting any late charges on delinquent motor vehicle fees.
- g. If real property is sold to a trustee in a tax sale, COUNTY shall not be responsible for collecting delinquent PILOTS, nuisance fees and sewer lateral fees on such property.
- h. The Collector is free to compromise or settle any claims for delinquent personal property taxes. In any such settlement, the Collector shall not be responsible for collecting any delinquent motor vehicle fees.

2. MUNICIPALITY shall:

- a. On or Before October 1 of each year, furnish the Director of Revenue for COUNTY 1) a certified copy of MUNICIPALITY'S ordinance(s) levying the taxes and fees to be collected by COUNTY; and 2) an appropriate designation and identification of properties subjected to any Special Business District Tax to be collected by COUNTY, in such form as may be required by the Director of Revenue. MUNICIPALITY'S motor vehicle fee ordinance shall establish no more than three classes of vehicles and the fees therefore: 1) Automobiles; 2) Trucks (including motor homes or offices, buses, vans pickups and truck-tractors), and 3) Motorcycles (including mo-peds). MUNICIPALITY shall designate no other categories nor sub-classes and shall not base fees on horsepower of vehicles.
- b. Permit COUNTY to retain from the base current and base delinquent CERTIFIED TAXES FEES AND PILOTS a commission of one percent (1%) of the amounts collected.
- c. Permit COUNTY to retain on delinquent CERTIFIED TAXES, FEES AND PILOTS a commission of one percent (1%) of all interest collected.

- d. Permit COUNTY to retain on delinquent CERTIFIED TAXES, FEES AND PILOTS the total amounts collected by COUNTY, including but not limited to all penalties and fees, which are in excess of all base CERTIFIED TAXES, FEES AND PILOTS and interest thereon.
 - e. Duly enact ordinances which shall:
 - i. Assess, in addition to all base CERTIFIED TAXES, FEES AND PILOTS, the maximum interest and the maximum amounts of all monies including but not limited to all penalties and fees, which MUNICIPALITY can assess by law.
 - ii. Provide COUNTY with the right and the power to assess as applicable and collect such maximum interest and such maximum amounts of all monies.
3. COUNTY shall not be liable to MUNICIPALITY, or any other body or person, for failure or inability of COUNTY to collect any of MUNICIPALITY'S current or delinquent CERTIFIED TAXES, FEES AND PILOTS.
 4. All records maintained by COUNTY with respect to the CERTIFIED TAXES, FEES AND PILOTS covered by this agreement shall at all reasonable times be available to MUNICIPALITY for inspection and copying.
 5. This contract shall continue in effect from year to year. Either party may terminate this contract as of December 31 of any year by written notice to the other party not less than sixty (60) days prior thereto.
 6. This contract when executed is in lieu of any previous contracts between COUNTY and MUNICIPALITY for collection of CERTIFIED TAXES, FEES AND PILOTS and supercedes any such previous contracts.

IN WITNESS WHEREOF, the parties have executed this contract the day and year first above written.

MUNICIPALITY

By _____
City Official

Approved as to Legal Form:

Attest:

City Attorney

Municipal Witness

ST. LOUIS COUNTY, MISSOURI

Attest:

By _____
County Executive

St. Louis County Administrative Director

Approved:

Collector of Revenue

Approved as to Legal Form:

County Counselor

Approved:

Director of Revenue

Approved:

Accounting Officer

MEMORANDUM



To: Mike Geisel – City Administrator
From: Matthew Haug – Director of Information Technology
Date: 8/28/2023
Re: Web Technology and Software Upgrade Proposal

As detailed herein, the entire Department Head team enthusiastically recommends that the City overhaul our public website and multiple current independent software solutions, by engaging an external webhost and municipal software provider to provide a secure, superior suite of products to serve the Chesterfield Community. There is no additional budgetary impact for 2023. The implementation of this recommendation is fully funded by current appropriations and offsets created by elimination of the outdated solutions. The draft 2024 budget proposal includes ongoing funding, eliminating current annual expenses and incorporating all of the expenses relating to the proposed solution for future years.

In short, this proposal addresses the following areas:

Website: provides a superior, secure, ADA compliant externally hosted solution.

Parks and Recreation – Replaces RecTrac and provides a superior customer interface.

City Clerk – Provides a superior agenda management system.

Finance and Administration – Provides a superior licensing, P&Z permitting, Code Enforcement and GIS administration solution.

Public Works – Provides a superior and integrated problem reporting\tracking system allowing for externally uploaded documents\photos. (See Click Fix)

The City Currently hosts our website internally, on servers that are set up and maintained by the City's Information Technology (I.T) Department. The Content Management Software (CMS) was initially purchased in 2008 and is also maintained by the I.T. Department. As you are also aware, we previously eliminated the City's webmaster position, absorbing and distributing that effort through intermittent contracts, de-centralization, and tertiary assignments to existing staff.

In reviewing our current technology solutions, and in looking at ways to improve our technology position and overall technology security, three areas that require drastic improvement are our public website, our current software, and our public communications offerings. To improve these functions, I engaged each of our departments and our MIS Citizens Advisory Committee.

Improved Security

The obvious solution to reduce the risk associated with our website is to simply reduce our footprint by removing it from our network. The best solution to secure our network is to migrate our public website to an

externally hosted solution. Since our public website is hosted internally, cyber-attacks directly affect the website as our internal operations. A Denial of Service (DOS) attack will not only result in rendering our website inaccessible, but will also interfere with communications to our email, phones, and our PD systems like REJIS and Axon (body and in-car cameras). The easiest way to prevent a DOS attack from taking down our connection is to reduce our surface area for attacks. An externally hosted solution provides large scale data center redundancy to mitigate against attacks and disasters that localized networks simply cannot provide.

Improved Features and Functionality

A hosted solution provides continuous improvements in CMS, communications offerings. A commercial, for-profit entity who relies on customer satisfaction for their very existence is motivated to continuously address product enhancement. Further, they have dedicated staff to stay on the forefront of technology and security. While the city may have the capability to develop solutions, it is obvious that commercial providers can do so more efficiently, more expediently, and integrate more fully. Currently our Content Management Software provides modules for News, Calendar Events, Documents, Photo Galleries, Web Forms, eNotifications, and Content Creation. As stated above, these modules are maintained in-house, but we simply do not have the time nor the expertise to constantly add new features and functionality to them as needed. A hosted CMS will provide new features and functionality automatically. Another area where improvements is required relates to ADA Compliance. Our website and method of posting news items, calendar events, meeting agendas, minutes, and our page content editor lacks proper checks for ADA-Compliance.

Another major function that is lacking from our public website and in-house software offerings is the ability of the public to upload documents. This functionality, if provided locally, creates security issues in that any file uploaded to our network poses a serious risk to the network itself. We haven't offered the ability to directly upload an applicant's resume or a business license renewals proof of payment of state sale tax for example. Often, residents desire to include a photo or sketch of a specific concern, but our reporting solution does not provide that capability. We have numerous situations where a document upload feature would be beneficial to the public. A hosted solution would provide this functionality in a secure manner and take the burden of ensuring security from our internal systems and staff.

Increased Time and Cost Savings

The CMS contains several custom modules that allow staff to maintain our public website in the most efficient manner possible. The server is patched every few days and at least once a month a security patch will require code changes to one or more of these modules. This process consumes 240 staff hours annually to simply keep these modules updated and functioning. Additional functionality requires even more time from our developer.

The server operating system is supported for five years, so every five years the I.T. Department must build a new server, copy our CMS code over to it and update the modules to work on the new server build. The time to complete a server migration is 300 hours for each the I.T. Director and the Developer. In short, we are spending a large amount of time just to provide security and maintenance.

Improved Civic Engagement/Communications

A very large portion of our Strategic Plan revolves around Civic Engagement and improving communication and transparency to and for our citizens. Civic Engagement (CE) is not something that we can accomplish with in-house software development. CE is simply outside of the area of expertise of any I.T. Department. An externally hosted website solution provides Civic Engagement tools as part of the offering. Currently large-scale email notifications take considerable time and effort to send out. A hosted platform provides tools to notify a resident when content changes. For example: Parks creates an event page for the annual Turkey Trot. Whenever that page is updated, the content creator has the option to send out a notification to a list of subscribers with the changes. We currently have a subscription to two different providers to provide listserv/webmail notifications and a digital newsletter. Combining these into one platform and allowing for easier and more seamless distribution of information will help us meet the goals set forth by our Strategic Plan.

Increased Integration

The city currently utilizes several software solutions purchased from a mix of vendors and developed in-house. While the I.T. Department manages and supports this hybrid model, we have not been able to achieve real integration between all these solutions. It is just not possible. Integration provides awareness between the departments about the day-to-day operations. For example, things like the review of a Business License request requires communication between several departments to determine if there are code violations on the parcel or at that address. When liquor licenses are reviewed, Staff must manually search multiple sources to provide City Council assurance that there are no pending code violations. Staff spends a substantial amount of time checking different systems to find answers to these types of questions. Integration addresses that problem, different software modules that are integrated will flag that license inquiry/request as having an open code violation for example.

Staff Recommendation

To address these concerns, I engaged the Management and Information Systems Citizens Advisory Committee and as a result came up with an RFP that was sent to several vendors. We elected not to do a formal RFP as there is simply a finite pool of vendors that fit into the Municipal Government web hosting and software space, or that could provide the numerous integrated solution that we were looking for.

I also engaged the Executive Staff to review several paths that the city could take to improve our website with the goal of improving in the areas listed above. The Department Heads reviewed the offers from CivicPlus and Granicus, two of the vendors that were recommended by members of my Missouri Government Technology Managers Group. Additionally, the I.T. Department did an internal review of what steps and purchases we would need to make to modernize our internal systems and software.

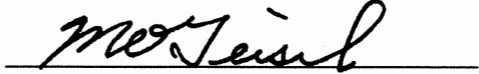
We collectively recommend that the City of Chesterfield enter into a partnership with CivicPlus for a technology overhaul for our public website and replacement of numerous software solutions. Staff recommends that the City Council authorize the City Administrator to execute agreements with CivicPlus to

implement. There is no additional 2023 funding requested, simply re-directing current appropriations to new, improved solutions. Ongoing funding will be included in annual budget submissions, as they are currently.




Matthew Haug
Directory of Information Technology
City of Chesterfield

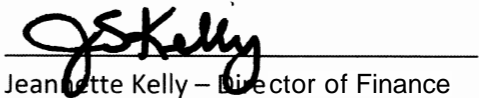
CONCURRENCE




Michale O. Geisel - City Administrator



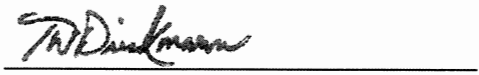
James Eckrich - Director of Public Works



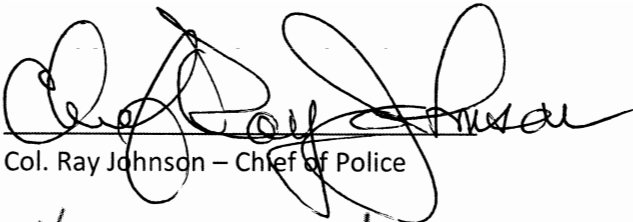
Jeanette Kelly - Director of Finance



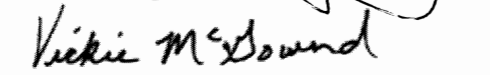
Justin Wyse - Director of Planning



T.W. Dieckman - Director of Parks, Recreation & Arts



Col. Ray Johnson - Chief of Police



Vickie McGownd - City Clerk

CivicPlus Software Solution Breakout

Website – Evolve

- Evolve offers top-of-the-line websites that are managed through a fully customizable Content as a Solution (CaaS) content management system (CMS).
- Evolve is easy for non-technical users to make page updates, yet functional and flexible enough for technical teams to take advantage of its full capabilities and API-first architecture.
- Every edit can follow an approval process so that there are several checks and balances to ensure the information is accurate.
- Evolve's APIs have instant API documentation for endless integration options, allowing your organization to connect to disparate systems, automate processes and be more efficient and accurate.
- With Evolve live editing has never been easier to use with its drag-and-drop functionality and real-time, live preview while you're editing.
- Evolve is powered by a headless content management system (HCMS – the only government vendor to supply this product!) The HCMS treats content in a flexible manner that allows delivery to any channel accessible via its built-in APIs.
- Evolve is a customizable solution that will be tailored to meet your specific needs.
- CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams.
- Stevie Awards – Recognized with multiple, global awards for sales and customer service excellence.

Civic Clerk Solution

- **Effortless Agenda Creation:** Seamlessly craft professional meeting agendas with user-friendly tools, ensuring all critical information is presented clearly.
- **Streamlined Collaboration:** Facilitate smooth teamwork among departments by allowing simultaneous agenda creation, revisions, and approvals.
- **Secure Document Management:** Safeguard sensitive documents through advanced security features, ensuring only authorized personnel have access.
- **Accessible Anywhere:** Access the software from any device with an internet connection, enabling council members to stay updated on the go.
- **Transparent Communication:** Enhance public transparency by easily sharing agendas, minutes, and supporting documents online.
- **User-Friendly Interface:** Designed for ease of use, the software doesn't require extensive technical knowledge, making it ideal for all team members.
- **Effective Meeting and Minutes Management:** Improve meeting efficiency by organizing discussions, votes, and decisions in a structured manner.

- **Reliable Customer Support:** Receive timely assistance from our dedicated support team for any inquiries or technical help you may need.
- **Customization Options:** Tailor the software to match your city's unique processes and preferences, ensuring a perfect fit.
- **Comprehensive Training:** Ensure a smooth transition with comprehensive training sessions, making sure everyone is comfortable using the software.
- **Regular Updates:** Benefit from the latest features and security enhancements through regular software updates.

Community Development – Licensing Software

Currently we utilize the Tyler New World ERP Community Development module to process our licenses for business, liquor, vending, alarms, etc. Prior to Andrea Majoros leaving the City of Chesterfield we were working to resolve several issues in the Tyler software.

We began the process in June 2022 and just completed resolution of the issues.

in August 2023. The project was supposed to include migrating to an online platform and identifying better processes and setup in the system; however, since the resolution of the issues took an entire year, we did not proceed with the next steps. In addition, during this process we determined the online system only offers a payment solution online and does not offer a portal for businesses to upload documents or to provide a workflow. Instead, the system remains as a manual process which includes the cost of printing applications, business licenses, and mailing documents which has proven to be slow and inconsistent as the postal service returns mail that is addressed correctly. Our desire is to transition to online / electronic storage of licensing files instead of storing physical documents.

The CivicPlus Community Development product provides the following:

- Online application and payment portal for business owners
- Improved relations with business owners as they will be able to access an online portal and submit their documents and payment 24/7
- Provides a dashboard and reporting system.
- Allows us the opportunity to properly setup the tracking of our licenses which would include GIS mapping, tracking by location/district (i.e.: Valley, Regional TIF, NAICS codes, etc. which provides additional tools and reporting capabilities
- Reduces mailing issues including undelivered mail, slow delivery, rising postage costs, and costs of envelopes and printing documents (costs of paper, toner, and time)
- Although there would be an increase in credit card processing fees, this would be offset by reductions previously stated, and we would receive payments faster as we do not need to wait for the mail to arrive.
- We anticipate less time would be required to process the applications and renewals which would allow us time to investigate businesses to ensure they have a valid license which allows us to be more pro-active instead of reactive.

Planning and Zoning

- Allows for migration toward paperless permitting which will align more closely with St. Louis County's recent transition to paperless. This will provide a significant benefit to our residents and businesses who will no longer need to coordinate having paper copies delivered and picked up from City Hall.
- Integration within City Hall to avoid routing of physical paper will reduce transmittal errors and allow for a reduction in administrative functions.
- Allows for integration of GIS functionality into the module to take advantage of both systems within one application.
- More sophisticated tracking and monitoring of escrows associated with development.
- Streamlines many portions of the procedure into one area, reducing administrative burden.
- Allows for online payments that, if implemented, reduces human error that may hinder the project.
- More seamless cross departmental collaboration into one procedure.
- Mobile use for inspections and record keeping.

Code Enforcement

The code enforcement module provides a compliance system as well as a case management system. It has status tracking features to include follow up dates. It can add pictures and upload documents to the system. It has a built-in code library where you enter a keyword, and it will pull up codes for you to select the correct one. It can create the notices for us to send out. The mobile feature is ideal for us to use while we are out observing the violations. All the features of this module will be very beneficial. It is designed for our specific use as opposed to adapting the current work order system for multiple departments.

Civic Recreation

Current situation with Rec Trac

Rec Trac is adequate for programs, pool passes, and rentals. We can run reports, rosters, and financials. But functionality is limited to mostly database storage and set up on the back end can be cumbersome. Especially when trying to add documents. Patrons have the most difficult time. Rec Trac is not mobile friendly or easy to navigate for customers. Setting up households or signing up for a program can be frustrating. Seniors have a very difficult time with the software. Rec Trac will save email addresses for marketing purposes, but only as a database. Staff use Rec Trac to schedule field usage at CVAC. We print daily reports for maintenance, so they know what setup is needed in each field. But it is paper based, and park staff cannot access the information. It must be provided by other staff. Rec Trac allows users to submit CVAC field rental requests and pay their balances, but the process is difficult and hard to navigate for customers.

Civic Rec benefits

- Ability for anyone to access Civic Rec, anywhere, from any device - phone, laptop, tablet.
- Can access CVAC field schedules from mobile device when out on the 176-acre complex.
- Mobile friendly on back end (staff, internal users).

- Cloud solution – no download
- GIS integration
- Single login for website and Civic Rec
- Calendar integration (website and Civic Rec)
- Calendar tags
- Calendar function will be easy to update as we create each event (one stop shop)
- Can register from the calendar.
- Calendar can go to a personal calendar.
- Can reserve pavilion in program creation.
- Pavilion registration map
- Waivers can be set for one time, every time, quarterly – whatever we need.
- Ticket function could save money for events (instead of incurring fees by using Event Brite)
- Tickets are scannable from a mobile device.
- Can put links in receipts.
- Can create custom links to drive residents to specific activities or available facilities.
- POS included and can be different by location/facility.
- Can start with clean with data or import from Rec Trac (only household info).
- Special event check-in feature
- Survey tools are automatic at end of a program. Meets CAPRA standard. Very important.
- Can prorate memberships.
- SMS text messaging is included, free & unlimited.
- Can duplicate programs in creation phase.
- Program forms are easier to fill out. Can keep them all together per household.
- Bulk CVAC changes and adding multiple fields at one time to schedule is easier than Rec Trac.
- CVAC field setup sheet will always be accessible, even from mobile devices.
- The ability to check the city work order system from mobile devices will improve response times.
- Events and rentals in the parks system will be accessible to view in one place, for all staff.
- Includes marketing abilities for targeted eblasts and brochure links. Rec Trac does not.
- Training cheat sheets have already been established.
- Has the same capabilities as Rec Trac plus a lot more.
- Civic Rec gives staff the ability to design the look and feel like we want.
- User friendly appearance, easy to read/understand when submitting field requests.

See Click Fix – Report a Problem/Work Orders

Our Existing Work Order System / Problem Reporting System was developed by in-house staff in the late 1990's. The system has been expanded beyond its original intent and is now used as primary electronic means for residents to report problems. The system is also used by every department as the primary location for tracking work and work requests.

Our in-house system has the following deficiencies.

- The ability to allow the addition of photos.
- The ability for residents to “drop a pin” for a problem location.
- Residents often complain of difficulties using the system and will instead send emails.

See Click Fix will benefit the residents by providing:

- See Click Fix is integrated with CivicPlus.
- It is used by several cities throughout the US and is much more user friendly.
- Residents can see existing problems, easily report problems, and check the status of previously reported problems.
- Residents can “drop a pin” to show a specific location.
- Residents can attach photos as part of their submittal.
- The See Click Fix system provides superior workflow as action is taken on a problem.
- Staff can enter work order data “real time” and upload photos.
- Data from the existing work order system would not be lost but can be accessed internally via an archive.
- Staff can maintain our tracking for most metrics (hours, supplies, equipment, duration, etc.)

The primary internal users of the work order system have reviewed See Click Fix and we believe this will be a superior service to residents.

- Easier reporting
- Allows for residents to check problem status.
- Better internal workflow
- Superior reporting function

See Click Fix hits the mark on every improvement I'd noted – photos, geolocation, gis/map integration, workflow/assignment tools, different internal and external comments. Seems like we can maintain our tracking for most metrics (hours, supplies, equipment, duration, etc.). This looks like a solid option to me. Really like the auto-messaging for categories of items the city doesn't handle so residents would be directed to the appropriate agency (i.e. leaking hydrant, traffic signal outage, sewer smell, street light, etc.)

The only item I didn't specially see in the demo was integration with some sort of customer satisfaction survey/reporting but given its integration with e-mail I expect a post-work order survey, even if it's a link to a third part survey, could be integrated and sent out once a work order is closed, quite easily.

Zachary S. Wolff, PE

Assistant City Engineer | City of Chesterfield

MEMORANDUM



To: Mike Geisel – City Administrator
From: Matthew Haug – Directory of Information Technology
Date: 9/18/2023
Re: CivicPlus Expense Summary

The proposed CivicPlus suite solution is comprised of five modules. A price breakdown and expense summary is provided below. This summary also identifies the estimated savings or cost re-appropriations for future budgeting that result from eliminating the current solutions.

CivicPlus Modules

1. **CivicPlus** - EVOLVE Website - Year 1 - \$47,859.52 / Recurring \$28,000
2. **CivicRec** – Parks & Rec - Year 1 - \$24,871.50 / Recurring \$13,500
3. **CivicClerk** - Agenda Management - Year 1 - \$10,566 / Recurring \$6,006
4. **CivicGov** - Licensing, Planning/Zoning, Permitting, Code Enforcement, and GIS Integration Year 1 - \$35,326 / Recurring \$18,326K.
5. **See Click Fix** - Work Orders - Year 1 \$20,452.66 / Recurring \$20,452.66

Total Solution Cost - Year 1 - \$154,893.68 / Recurring annual- \$88,734.66

- No price increase on recurring for 3 years, 3% increase in recurring starting in year 4
- 2023 initial implementation - \$66,159.02
- IT portion - \$58,238 in Document Management Purchase Order #2017-0103
- Finance - \$10,000 in Data processing for Tyler Implementation PO# 2022-0102

Remaining unfunded for Implementation in 2023 - \$0

Annual Budget Savings due to re-appropriation of current services.

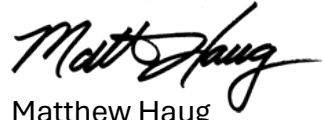
- Tyler/LOGOS Suite - \$22,060.59
- RecTrac – Parks and Rec Suite – \$6,000
- Vertical Response – ListServ for Public website - \$2,000
- Professional Services – Website Maintenance - \$3,000
- Mail Chimp – eNews Letter Subscription - \$3,000 (likely not 100%)

Total reduction in the FY2024 = \$36,060.59

The annual recurring cost starting in FGY 2024 is \$88,734.66
By utilizing the integrated suite of products proposed, we will save \$36,060.59 annually.

The estimated annual cost for CivicPlus, taking into account what we should be able to remove from our budget going forward is \$52,674.07

Respectfully

A handwritten signature in black ink that reads "Matt Haug". The signature is written in a cursive, flowing style.

Matthew Haug
Director of Information Technology

Memorandum

Department of Public Works



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

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

DATE: September 15, 2023

RE: Amphitheater Back-of-House and Restroom

In 2021 the City of Chesterfield Department of Parks, Recreation, and Arts installed a concessions container at the entrance to the Chesterfield Amphitheater near the Veterans Honor Park. This is a rectangular container approximately 40 feet by 8 feet that provides concession service from the east side of the container. The Parks Certificates of Participation 2020 (COPS 2020) includes funding for a restroom to be installed immediately west of the existing container. While the existing concession container is accessed from the east, the proposed restroom will be accessed from the west. This will require concrete flatwork and a retaining wall to allow access to the proposed restroom, as well as connection to sewer, water, and electric. A schematic drawing of the existing container and proposed restroom are shown below.



Another enhancement planned at the Chesterfield Amphitheater is Back Of House Improvements to better accommodate artists - funded via ARPA. The scope of these improvements include:

- A fully furnished habitable lounge space, with anticipated west facing view over the lake for performance artists and crew.
- The creation of at least two personal dressing rooms.
- The creation of two additional restrooms, each providing shower and toilet facilities.
- A kitchen area with a stove / oven, refrigerator, dish washer, and microwave.
- Laundry space with a washer and dryer.
- The existing storage structure east of the existing brick structure shall be re-faced to match the existing structure. The roof shall be extended to both the north and the south with curtains to conceal / protect artists and production equipment.
- Addition of a structure or enclosure of some kind, west of the existing changing room, to provide outside lounging / catering space for the artists, including visual screening from the audience.
- Renovation/remodel of the existing rooms (changing room and storage room / production office) including providing access to one of the existing restrooms from the storage / production side.
- The addition of 60 amp “shore” power at exterior face of existing building for touring bus use.
- Consideration of enhancement to circle drive to better accommodate tour bus access and parking.

After myriad discussions with Administration, Finance, Parks and Recreation Staff, and Public Works Staff, we ultimately determined that the best way to proceed with these two projects was to combine them into one project. On July 13, 2023 I issued a Request for Qualifications to seven architectural firms. Ultimately four of those firms submitted qualifications which were reviewed by a committee comprised of Public Works and Parks and Recreation Staff. The committee unanimously chose Bond Architects Incorporated as the firm most qualified to perform this work. Subsequently, I negotiated a scope and fee with Bond in amount not to exceed \$245,637.

Assuming the contract for architectural services is approved by City Council, the design work will commence immediately with the goal of bidding a construction project in the Fall of 2024. The total estimated cost for this project is \$2.1 million, comprised of \$1.2 million for the Back of House improvements and \$900,000 for the restroom. As detailed above, these projects are funded via the 2020 COPS and ARPA, and have no impact to the General Fund, Parks Fund, or Capital Projects Fund.

Action Recommended

This matter should be forwarded to the Planning and Public Works Committee of City Council. Should PPW concur with the Staff recommendation it should forward the matter to the full City Council with a recommendation to authorize the City Administrator to execute a contract for architectural services with Bond Architects Incorporated in an amount not-to-exceed \$265,000. This figure includes the negotiated fee and modest contingency to account for change orders.

~~Please forward to PPW for final review and concurrence.~~

 2023-9-19

AN ORDINANCE OF THE CITY OF CHESTERFIELD AMENDING SECTION 110.380 OF THE CITY CODE RELATED TO THE CITY COUNCIL'S RULES OF PROCEDURE

WHEREAS, the City of Chesterfield, Missouri (the "City") utilizes Robert's Rules of Order to facilitate orderly and efficient meetings of the Council and Council Committees; and

WHEREAS, the Council utilizes its own Rules of Procedure to supplement Robert's Rules of Order to facilitate orderly and efficient meetings; and

WHEREAS, the City Council desires to amend its Rules of Procedure to allow the City Council to place agenda items on future agendas at later meetings; and,

WHEREAS, the City Council believes this change benefits the health, safety, and welfare of the residents of the City by allowing the City Council more time to review and consider agenda items before voting.

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

Section I: Section 110.380 of the City of Chesterfield Municipal Code shall be amended as set forth below, with language to be added underlined and language to be deleted ~~stricken~~:

- A. The following rules of procedure shall govern the conduct of ~~all~~ regular 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.
 - 1. ~~Rule 1.~~ The Mayor shall decide all questions of order.
 - 2. ~~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.
 - 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 therefor is made by any member of Council.

~~4. Rule 4. All motions and amendments shall be reduced to writing at the request of the Mayor or any Council member and shall be handed to the City Clerk who shall read the same to the City Council.~~

~~45. Rule 5. 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.~~

~~56. Rule 6. 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.~~

~~67. Rule 7. 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. Violation of this subsection may be cause for removal pursuant to RSMo 77.340.~~

~~78. Rule 8. 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 at least twenty-four hours, exclusive of weekends and holidays, in advance of such meeting.~~

~~89. Rule 9. 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/herself, stating his/her home address or place of business and to address his/her remarks to the Mayor. Council members 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.~~

9. A member of the City Council may make a subsidiary motion to *Postpone for Consideration* by which action on a pending question or item can be put off, within the current term of Council, without selecting a definite session, day, meeting, hour, or event to postpone consideration until. This motion can be moved regardless of how much debate there has been on the motion or item it proposes to postpone for consideration. A question or item may be postponed either so that it may be considered at a more convenient time, or because debate has shown reasons for holding off a decision until later a later, undetermined meeting of City Council. This motion should not be confused with a motion to *Postpone to a Certain Time*

or a motion to *Postpone Indefinitely* as set forth in Section 14 and Section 11 of Robert's Rules of Order, respectively.

- a. The motion to *Postpone for Consideration*, enables the City Council to lay the pending question aside for an indefinite amount of time, not to exceed the current term of City Council, in such a way that:
- i. The matter is not denied or deemed denied by virtue of the matter having been postponed;
 - ii. The matter will be taken up again at the last meeting of the City Council's term by default if not placed on an earlier meeting agenda pursuant to Rule 7, above.

Section II: This ordinance shall be codified within the Municipal Code of the City of Chesterfield.

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

Passed and approved this ____ day of _____, 2023.

Presiding Officer

Bob Nation, Mayor

ATTEST:

Vickie McGownd

FIRST READING HELD:



DATE: August 25, 2023

TO: Jeannette Kelly, Finance Director

FROM: Vickie McGownd, City Clerk *vjm*

SUBJECT: City Council Policy No. 2
Statutory Committee Nominees - Interviews

I have attached City Council Policy No. 2 proposing a revision to include the Architectural Review Board with the other statutory committees currently listed in the policy.

The Architectural Review Board was created after the most recent revision to this policy and this revision will bring the policy in line with practice.

Please add this item to the October 3 Finance & Administration Committee of the Whole agenda.

**CITY OF CHESTERFIELD
POLICY STATEMENT**

CITY COUNCIL

No. 2

**SUBJECT: STATUTORY COMMITTEE
NOMINEES - INTERVIEWS**

INDEX: CC

DATE ISSUED: 4/20/92

DATE 6/17/96

REVISED: 2/5/18

10/3/23

POLICY:

New nominations for appointments to Planning Commission, [Architectural Review Board](#), Board of Adjustment and Police Personnel Board are submitted to the appropriate Committee of Council for an interview in open session, with all members of City Council invited to attend. The liaison of each Committee will contact the nominee directly and invite him/her to attend the next regularly scheduled meeting of the Committee for this interview.

When there is a vacancy on the Planning Commission and a candidate is selected to be interviewed to fill said vacancy, the interview will be placed on an upcoming Planning and Public Works Committee agenda and the Planning Commission Chair will be notified. A copy of the candidate's resume will be distributed to the Planning Commission Chair and members of City Council only.

RECOMMENDED BY:

Department Head/Director/Council Committee (if applicable)

Date

APPROVED BY:

City Administrator

Date

City Council (if applicable)

Date

**CITY OF CHESTERFIELD
POLICY STATEMENT**

CITY COUNCIL

No. 2

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NOMINEES - INTERVIEWS**

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RECOMMENDED BY:

Department Head/Director/Council Committee (if applicable)

Date

APPROVED BY:

City Administrator

Date

City Council (if applicable)

Date

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Mary Monachella

Vice Chair: Councilmember Gary Budoor

There are no Parks, Recreation and Arts Committee action items scheduled for Monday's meeting.

NEXT MEETING

The next meeting of the Parks, Recreation and Arts Committee is scheduled for Wednesday, November 1st, 2023 at 5:30 pm.

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

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Mary Ann Mastorakos

Vice Chair: Councilmember Michael Moore

There are no Public Health and Safety Committee action items scheduled for Monday's meeting.

NEXT MEETING

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.

REPORT FROM THE CITY ADMINISTRATOR & OTHER ITEMS REQUIRING ACTION BY CITY COUNCIL

Liquor License – Barrel Blends (17541 Chesterfield Airport Rd) – has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. **(Voice Vote) Application has been reviewed by the Police Department and the Planning Department. There are no known outstanding municipal violations**

Proposed Bill No. 3472 – An Ordinance of the City of Chesterfield, Missouri, authorizing the Mayor of the City to enter into a First Amendment to the redevelopment agreement; and authorizing further actions in connection therewith. **(First Reading)**

Proposed CVAC Naming Rights – Approval of the naming rights for the Chesterfield Valley Athletic Complex, as proposed by Perfect Game. **(Roll Call Vote)**

OTHER LEGISLATION

There are no other legislative action items scheduled for Monday's meeting.

UNFINISHED BUSINESS

There is no unfinished business scheduled for this meeting.

NEW BUSINESS



MEMORANDUM

DATE: October 4, 2023

TO: Mike Geisel
City Administrator

FROM: Denise Pozniak, Business Assistance Coordinator

SUBJECT: **LIQUOR LICENSE REQUEST – BARREL BLENDS**

BARREL BLENDS ... has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales.

Business description: Retail liquor store

There are no known outstanding municipal violations at this location:
17541 Chesterfield Airport Rd

Dharmesh Sharma is the managing officer.

This application was reviewed and approved by both the Police Department and the Department of Planning.

With City Council approval at the Monday, October 16, 2023 city council meeting, I will immediately issue this license.

AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY TO ENTER INTO A FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT; AND AUTHORIZING FURTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, The Urban Redevelopment Corporations Law, Chapter 353 of the Revised Statutes of Missouri, as amended ("*Chapter 353*") allows the City of Chesterfield, Missouri (the "*City*") to approve development plans; and

WHEREAS, on May 15, 2023, the City Council of the City (the "*City Council*") approved Ordinance No. 3234 (the "*353 Procedural Ordinance*"), adopting procedures for the City to provide the notice and written statement as required by Section 353.110.3 of Chapter 353; and

WHEREAS, TSG Downtown Chesterfield Redevelopment, LLC (the "*Developer*") has requested that the City consider redeveloping an area within the City pursuant to Chapter 353, which area consists of approximately 105.29 acres and 11 parcels located in the City (the "*Redevelopment Area*," and as further defined in the herein-defined Agreement); and

WHEREAS, in connection with its aforementioned request, the Developer submitted the "Chesterfield Regional 353 Development Plan & Project" (the "*Development Plan*") to the City for its consideration in accordance with Chapter 353 and the 353 Procedural Ordinance; and

WHEREAS, the Development Plan envisions the redevelopment of the Redevelopment Area as a commercial development (the "*Redevelopment Project*," and as further defined in the herein-defined Agreement); and

WHEREAS, the Development Plan does not request or contemplate tax abatement or exemption within the Redevelopment Area; and

WHEREAS, on June 22, 2023, the City furnished each political subdivision whose boundaries for ad valorem taxation purposes include any portion of the real property to be affected by tax abatement in the Redevelopment Area with a written statement of the impact on ad valorem taxes such tax abatement will have on such political subdivisions and written notice of the public hearing to be held by the City Council in accordance with the 353 Procedural Ordinance and Chapter 353; and

WHEREAS, on July 17, 2023 and in accordance with Chapter 353 and the 353 Procedural Ordinance, the City Council held a duly-noticed public hearing regarding the approval of the Development Plan; and

WHEREAS, on August 7, 2023 and in accordance with Chapter 353 and the 353 Procedural Ordinance, the City Council declared the Redevelopment Area a "blighted area," as defined in Chapter 353, and approved the Development Plan; and

WHEREAS, on August 7, 2023, the City Council passed and the City's Mayor approved Ordinance No. 3251 approving a Redevelopment Agreement by and between the City and the Developer relating to the implementation of the Development Plan with respect to the Redevelopment Project, which Redevelopment Agreement is dated as of August 7, 2023 (the "Agreement"); and

WHEREAS, the parties to the Agreement desire to further assist in the redevelopment of the Redevelopment Area by entering into a First Amendment to Redevelopment Agreement, in substantially the form of Exhibit A, attached hereto and incorporated herein by reference (the "Amendment"), which amends the Agreement.

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

SECTION 1. Approval of Amendment. The City Council hereby finds, determines and declares that it is necessary and desirable to enter into the Amendment in connection with the Redevelopment Project, to further set forth the terms upon which the Development Plan may be implemented. The Amendment shall be in substantially the form attached hereto as Exhibit A, and incorporated herein by reference, which Amendment is hereby approved by the City Council with such changes therein as shall be approved by the Mayor, such Mayor's signature on the Amendment being conclusive evidence of his approval of the Amendment.

SECTION 2. Incorporation Recitals. The WHEREAS clauses of this Ordinance are incorporated herein by reference.

SECTION 3. Further Actions Authorized. All actions heretofore taken by the City and the officials, officers, agents and employees of the City in connection with the Amendment are hereby confirmed and approved. The City shall and the officials, 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 and the Amendment.

SECTION 4. Severability Clause. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each

said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 5. Effective Date. This Ordinance shall take effect and be in full force from and after its final passage and approval.

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 10/16/2023

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EXHIBIT A

AMENDMENT

(Attached hereto.)

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (this “**Amendment**”), entered into as of [_____], 2023, by and between the **CITY OF CHESTERFIELD, MISSOURI**, an incorporated political subdivision of the State of Missouri (the “**City**”), and **TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC**, a Missouri limited liability company (the “**Developer**”) (the City and the Developer being collectively referred to herein as “**Parties**,” and individually as “**Party**,” as the context so requires).

RECITALS:

WHEREAS, the Parties entered into that certain Redevelopment Agreement dated August 7, 2023 (the “**Agreement**”) for the redevelopment area more particularly described in Exhibit B to the Agreement (the “**Redevelopment Area**”); and

WHEREAS, the Parties desire amend the Agreement pursuant to the terms and conditions set forth herein.

AGREEMENT

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

1. **Amendments to the Agreement.** Article IV of the Agreement shall be amended by deleting that Article in its entirety and replacing it with the following:

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

Section 4.1 Ownership and Acquisition of the Redevelopment Area.

The Developer represents to the City that as of the date of this Agreement, Developer or a related entity has acquired fee title to all the Redevelopment Area with the exception of the Third Party-Owned Area legally described, depicted, and listed by parcel number on **EXHIBIT D**, attached hereto and incorporated herein by reference. As of the date of this Agreement, **EXHIBIT E**, attached hereto and incorporated herein by reference, legally describes, depicts, and lists by parcel number the Developer-Owned Area portion of the Redevelopment Area. The Developer shall have the right to encumber its interest in the Redevelopment Area.

Section 4.2 Acquisition by Negotiation.

The Developer will continue to negotiate acquisition of fee simple interest in all of the Redevelopment Area necessary for the development of the Redevelopment Project and the termination of any leases, easements, as well as any rights or restrictions of every kind and nature respecting any portion of the Redevelopment Area necessary for the development of the Redevelopment Project by negotiation. If the Developer is unable to acquire fee simple interest to all of the Redevelopment Area necessary for the development of the Redevelopment Project, or cause for the

termination of any lease, **easement, as well as any rights or restrictions of every kind and nature** respecting any portion of the Redevelopment Area necessary for the development of the Redevelopment Project, by negotiation, it may request in writing that the City initiate condemnation proceedings respecting those interests in the Redevelopment Area. The parties acknowledge and agree that condemnation may be required to clear title on certain parcels or terminate certain leasehold interests and easements and that the Developer may request in writing that the City initiate condemnation proceedings pursuant to **Section 4.3**, below, for the purpose of clearing title or condemning leasehold interests and easements.

Section 4.3 Condemnation. With respect to any portion of the Redevelopment Area or any interest therein necessary for the development of the Redevelopment Project (including without limitation, any tenant's or lessee's interest in any lease, **any interest in any easement, as well as any rights or restrictions of every kind and nature** affecting all or a portion of the Redevelopment Area which Developer desires to acquire) not acquired by negotiated purchase or termination in accordance with **Section 4.2** of this Agreement, the Developer shall, subject to the requirements of **Section 4.4** below, request in writing that the City initiate eminent domain proceedings to acquire such parcel or parcels of the Redevelopment Area or **any interest of every kind and nature** therein at the sole expense of the Developer; provided that the City will not initiate such proceedings and will not acquire title to any parcel or parcels of the Redevelopment Area (or interest therein) by condemnation or eminent domain (through payment of a commissioners' award into any court registry or otherwise) until such time as the Developer provides a written consent to proceed with such acquisition. In connection with any request to initiate condemnation proceedings, the Developer shall provide the City with a description, satisfactory to the City Administrator of the City, of the real property interest(s) to be taken by such condemnation proceedings, together with all other information reasonably required by the City. The City will convey legal title to any real property (or interest therein) acquired in its name by condemnation pursuant to this Agreement by quit claim deed following receipt of a written consent to do so as set forth below.

2. **Affirmation of Agreement.** Except as modified by this Amendment, the Agreement shall continue in full force and effect. In the event there is any conflict between the terms of the Agreement and the terms set forth in this Amendment, the terms specifically set out in this Amendment shall control. This Amendment shall form a part of the Agreement.

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

4. **Developer to Record Amendment.** The Developer shall, at its expense, promptly record this Amendment in the records of the St. Louis County Recorder of Deeds. The obligations set forth in this Amendment shall run with the land and shall be binding upon any owner of the real property located in the Redevelopment Area.

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

CITY OF CHESTERFIELD, MISSOURI

By: _____
Bob Nation, Mayor

(SEAL)

ATTEST:

Vickie McGownd, City Clerk

ACKNOWLEDGMENT

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

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Mayor Bob Nation, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Chesterfield, Missouri, and that said instrument was signed on behalf of said City by authority of the City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

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

Notary Public in and for said State

Printed Name: _____

Please affix seal firmly and clearly in this box.

TSG DOWNTOWN CHESTERFIELD
REDEVELOPMENT, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of TSG Downtown Chesterfield Redevelopment, LLC, a Missouri limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its members, and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

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

Notary Public in and for said State

Printed Name: _____

Please affix seal firmly and clearly in this box.

NAMING RIGHTS AGREEMENT

This Naming Rights Agreement (the "Agreement") is effective this 1st day of January, 2024, by and between First Community Credit Union (hereinafter "FCCU") and Perfect Game Incorporated (hereinafter "PG"), and subject to the approval of City of Chesterfield City Council. Throughout this Agreement FCCU and PG may be collectively referred to as the "parties".

RECITALS

WHEREAS, PG has leased and operates certain real property and facilities currently known as the CVAC, located at 17925 N Outer 40 Rd, Chesterfield, MO 63005 with the right to grant sponsorships and naming rights to local businesses; and

WHEREAS, the CVAC consists of ballfields, lighted fields for night use, a multi-purpose building (fieldhouse), concession areas (cafes), scoreboards, signage and other amenities; and

WHEREAS, the parties desire to enter into a naming rights agreement pursuant to which PG will grant FCCU the exclusive naming rights with respect to the CVAC in return for certain benefits set forth below.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE I. TERM AND TERMINATION

1.01 Term. The initial term ("Term") of this Agreement shall be five (5) years, commencing on January 1, 2024 and ending on December 31st, 2028, unless otherwise terminated in accordance with the terms and provisions contained herein; **provided, however**, that prior to the expiration of the Term and prior to PG soliciting or entertaining any offers from any third party regarding a naming rights agreement with respect to the CVAC, PG hereby grants to FCCU the first right of negotiation to enter into a renewal term ("Renewal Term") of this Agreement (it being agreed that, for a period of thirty (30) days following the initiation of negotiation between the parties hereto which such initial negotiations shall commence no later than forty-five (45) days prior to the expiration of the Term, PG and FCCU shall negotiate exclusively and in good faith regarding such Renewal Term unless FCCU notifies PG in writing prior to the conclusion of such period that FCCU is not interested in entering into a Renewal Term and, unless a Renewal Term shall have been executed by the parties hereto during such thirty (30) day period, PG shall thereafter be permitted to solicit and entertain offers from any third party for the naming rights with respect to the CVAC subject to the terms and conditions set forth hereafter). In addition to the preceding first right of negotiation and before entering into a naming rights agreement with respect to the CVAC with any third party (whether at the behest of the third party or on the initiative of PG), PG shall first offer FCCU the option to enter into a Renewal Term on the same commercial terms being offered to such third party. In the event that FCCU does not consent to the terms and conditions presented by PG within a period of fourteen (14) days of presentation by PG, then within sixty (60) days thereof PG may freely provide such third party with a naming rights agreement with respect to the CVAC on commercial terms no less favorable to PG.

- 1.02 Termination for Default. Upon occurrence of an event of default, the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days' notice, subject to the cure provisions described in Section 10.01(a) and (f); provided, that PG shall have the right to terminate this Agreement immediately upon an event of default specified in Section 10.01 (b), (c), or (e), and FCCU shall have the right to terminate this Agreement immediately upon an event of default specified in Section 10.01(d) or (e).
- 1.03 Termination. At the end of the Term, or upon earlier termination of this Agreement in accordance with the terms herein, the rights and privileges granted under this Agreement shall immediately terminate, and the parties shall terminate the use of the Name (as defined in Section 2.01), Logo (as defined in Section 3.01), and all other Sponsor Marks (as defined in Section 3.01) in connection with any licensed goods and/or services. PG will provide FCCU with reasonable and secure access to the CVAC for the purpose of and FCCU shall be responsible for removing the Name, Logo and/or Sponsor Marks and related signage and labeling from the CVAC and all costs associated therewith shall be shared equally amongst the parties ("Signage Costs"). If FCCU has not removed such items from the premises of CVAC within thirty days (30) after the date of the expiration or termination of this Agreement, PG may engage the services of a third party to provide such removal. Upon FCCU's request, PG shall furnish FCCU with reasonable written documentation of any Signage Costs paid to a third party for removal services. Notwithstanding any of the foregoing, in the event of a breach by either party hereto that results in the termination of this Agreement, the breaching party shall be responsible for removing the Name, Logo and/or Sponsor Marks and related signage and labeling from the CVAC within ten (10) days of the date of termination of this Agreement at the sole cost of the breaching party. If such defaulting party fails to remove the Name, Logo and/or Sponsor Marks and related signage and labeling from the CVAC within such ten (10) day period, the non-defaulting party shall have the right to remove the Name, Logo and sponsor Marks and related signage and labeling from the CVAC and the breaching party shall reimburse the non-breaching party for all such Signage Costs. In such case and upon the breaching party's request, the non-breaching party shall furnish the breaching party with reasonable written documentation of all Signage Costs.
- 1.04 Disposal of Property after Termination. Any and all property belonging to FCCU, which may be found on the premises of the CVAC, and which is not removed by FCCU within thirty (30) days after the date of the expiration or termination of this Agreement, may be handled, removed or stored by PG at the risk and expense of FCCU.
- 1.05 Transition. Except in the event of a FCCU termination by reason of uncured breach hereof by PG, FCCU agrees that, following termination hereof for any other reason, it will reasonably cooperate with PG in its efforts, at the sole expense of PG, to transition to a new or replacement naming rights sponsor, provided such cooperation shall not entail material time or efforts on behalf of FCCU.
- 1.06 Disposal of CVAC Merchandise after Termination. Notwithstanding anything to the contrary in this Agreement, FCCU shall be free to market and sell or otherwise dispose of then-existing inventory of CVAC Merchandise (as defined in Section 6.02) until all of such inventory has been depleted; provided, however, that FCCU's rights to sell any such inventory of CVAC Merchandise shall expire nine (9) months after the expiration or termination of the Term.

ARTICLE 2. NAME OF CVAC

- 2.01 **Name of CVAC.** The parties agree that the CVAC shall be named "**First Community Athletic Complex at Chesterfield Valley**" (the "**Name**"), subject to any changes which may be mutually agreed upon in writing by the parties and the City of Chesterfield City Council. The CVAC will continue to be so named for the Term of this Agreement unless FCCU renames the CVAC in the manner provided herein (subject to and requiring the advance written consent of PG), or until the Agreement is terminated in accordance with the provisions of this Agreement. Such naming rights, during the Term, are exclusive to FCCU. Unless approved by FCCU, during the Term of this Agreement, PG shall not accept any advertising at the CVAC from a company whose primary business competes directly with FCCU (as detailed further in Section 7.01), except as otherwise provided herein. Notwithstanding, the parties acknowledge and agree that: (1) to the extent PG has existing sponsorship agreements with competitors of FCCU, such agreements shall be allowed to continue for the remainder of their current terms; and (2) this restriction shall not apply to or prevent tournament organizers or their sponsors from selling merchandise during or in relation to tournaments held at the CVAC. During the term of this Agreement, FCCU shall have the right to use the Name in connection with the sale, advertisement and promotion of FCCU and/or any of its products and services.
- 2.02 **"PG" References to CVAC.** Except as provided herein, during the Term of this Agreement, PG, when making reference to the CVAC, shall make commercially reasonable efforts to use the Name and no other. The Name, Logo and other Sponsor Marks as applicable shall appear on external and internal signage on the building as well as on other materials or objects that refer to the CVAC, including promotional and publicity materials, advertisements, employee uniforms, and the like, all as more specifically set forth in Article 5. However, inadvertent references that fail to include the correct or entire Name shall not be deemed a violation of this Agreement.
- 2.03 **References by Others.** PG will make commercially reasonable efforts to ensure that the CVAC is referred to by its Name by all third parties, and shall cooperate with FCCU's efforts to do the same.
- 2.04 **PG Consents and Approvals.** In this Article 2 and throughout this Agreement, FCCU must submit certain acts and/or materials related to FCCU's promotion of the CVAC to PG for its prior written consent or approval. PG agrees that upon the submission of an act and/or material to PG by FCCU for such consent or approval, PG's consent or approval will not be unreasonably withheld, conditioned or delayed. If PG fails to respond to FCCU's submission (or resubmission) within five (5) business days of submission by FCCU, then PG shall be deemed to have approved such submitted (or resubmitted) acts and/or materials. In the event PG disapproves any of FCCU's submissions (or resubmissions), FCCU shall have the right to make modifications consistent with those specified by PG and resubmit the relevant materials to PG for approval. Following PG's initial approval of the Logo and any other Sponsor Marks or CVAC Merchandise, FCCU shall have the right to use such Logo, other Sponsor Marks and CVAC Merchandise without further consent or approval from PG.

ARTICLE 3. USE OF NAME AND TRADEMARKS

- 3.01 **Enforcement.** All trademarks, service marks, and trade names and all logos or commercial or advertising symbols used in conjunction with or associated with the Name or Logo or any other related marks (the "**Sponsor Marks**") shall be mutually agreed upon, in writing, prior to use by either party in interstate or intrastate commerce and prior to application for registration thereof by FCCU. FCCU shall at its sole cost and expense, obtain, and thereafter maintain, protection for all rights in the Sponsor Marks, such enforcement to be conducted at the sole discretion of FCCU. The expense of any such protection and enforcement, including legal proceedings related thereto, shall be paid solely by FCCU, and all recoveries from any lawsuit or settlement shall go to FCCU. The parties agree that FCCU will develop, at FCCU's expense, a logo (the "**Logo**") associated with the CVAC, which Logo, like all other Sponsor Marks, shall be subject to the approval of PG. FCCU shall provide PG with copies of all correspondence (regardless of form or media) sent or received by FCCU in connection with the prosecution and maintenance of all registrations, if any, of the Sponsor Marks. PG agrees to use commercially reasonable efforts to notify FCCU of any use of terms or marks of which PG has actual knowledge and which PG believes, in good faith, may infringe upon the Sponsor Marks. PG further agrees reasonably to cooperate with FCCU, at the request and expense of FCCU, in any lawsuit or other dispute involving a claim of infringement of the Sponsor Marks. The parties hereto acknowledge that nothing in this Agreement shall confer on PG any ownership interest or other rights in or to any of the Sponsor Marks, apart from any rights granted explicitly herein. Strictly for the sake of clarity, FCCU shall own all right, title and interest in and to the Name, Logo, and all other Sponsor Marks, subject to the license of same to PG pursuant to Section 3.02 below.
- 3.02 **Grant of License.** FCCU hereby grants to PG, a restricted, non-exclusive, non-sublicensable, non-assignable and non-transferable (except as specifically herein otherwise provided) license to use the Sponsor Marks for purposes of identifying the CVAC and promoting PG or third party sponsored events and activities at or in the CVAC. It is understood and agreed that third parties using the CVAC and/or promoting activities at or in the CVAC ("**Third-Party Users**") may use the Sponsor Marks in announcements, promotional materials and advertisements about such use and/or activities subject to the same limitations that apply to the use thereof by PG set forth in this Agreement. FCCU further grants to PG a restricted, non-exclusive, non-sublicensable, non-assignable and non-transferable (except as specifically herein otherwise provided) license to use any trademarks, trade names, and logos as may in the future be used to describe the connection with the CVAC for purposes of identifying the CVAC and promoting the CVAC, PG, or Third-Party User events and activities at the CVAC. It is understood and agreed that Third-Parties Users may use any trademarks, trade names, and logos as may in the future be used to describe the connection with the CVAC in announcements, promotional materials and advertisements about such use and/or activities subject to the same limitations that apply to the use thereof by PG set forth in this Agreement. Except as otherwise provided herein, it is further understood and agreed that Third-Party Users are not subject to any restriction on or prohibition against use of terms, marks, logos or commercial or advertising symbols of persons, firms, corporations or other entities that offer goods and/or services that are competitive with those of FCCU. PG acknowledges that the Sponsor Marks and all goodwill associated therewith are, and shall remain, the sole property of FCCU and that no rights are conferred upon PG with respect to the Sponsor Marks except as specifically set forth herein. PG may not acquire or claim any title to the Sponsor Marks adverse to FCCU by virtue of the license granted herein or through PG's use of

the Sponsor Marks, all uses or claims to ownership by PG of the Sponsor Marks inuring solely to the benefit of FCCU. PG agrees not to challenge the validity of the Sponsor Marks or to set up any claim to the Sponsor Marks which is adverse to FCCU. Any use by PG of any Sponsor Mark or Logo beyond the use expressly authorized in this Agreement requires the additional express prior written consent of FCCU.

FCCU acknowledges that the use of the term "Chesterfield Valley" in the Name, and in the Logo or the other Sponsor Marks, is for the purpose of identifying the location of the CVAC, and that no rights are conferred upon FCCU to use the name of PG, other than as a part of the Name and as a part of the Logo or the other Sponsor Marks, including any CVAC Merchandise, in connection with the sale, advertisement and promotion of FCCU and/or any of its products and services. Furthermore, nothing contained in this Agreement shall grant, or be construed as granting, any license by PG to FCCU to use the logo of PG or PG's existing logo of the CVAC for any purposes. Any use of the logo of PG or PG's existing logo of the CVAC by FCCU shall require the written agreement of PG and grant of a license to FCCU. The parties understand and agree that PG's existing logo of the CVAC is not the herein-defined Logo, and that either party may use the Logo, once approved by PG, as provided in this Agreement.

- 3.04 Usage Post-Termination. Except as otherwise provided herein, at termination of this Agreement, PG will not identify itself as a licensee of or otherwise associated with FCCU or use for any purpose any Sponsor Marks or other commercial symbol that indicates a connection or association with FCCU. Notwithstanding FCCU's ownership rights in and to the Sponsor Marks, following the Term, FCCU agrees to cease all use of the Sponsor Marks, including the Name and Logo, and to any and all registrations thereof and pending applications for registration thereof to become canceled or go abandoned, as applicable. Neither party hereto shall have any residual rights in or to any of the Sponsor Marks, including, but not limited to the Name, Logo, and the goodwill associated therewith or symbolized thereby being deemed to have vanished with the end of the Term.
- 3.05 Restrictions on Registration of the Sponsor Marks. The Parties agree that PG shall not, during the Term or at any time thereafter, make application for or aid or abet others to seek trademark registration for any Sponsor Marks which include the Name and Logo without the prior written consent of FCCU.

ARTICLE 4. NAMING RIGHTS FEES

- 4.01 Base Fee. FCCU agrees to pay to PG the sum of eight hundred seventy five thousand dollars (\$875,000.00) (the "Fees") for the rights granted hereunder for the initial five (5)-year Term of this Agreement. FCCU shall also pay all initial signage costs as provided in Section 5.01.
- 4.02 Payment Schedule. An initial payment of one hundred seventy-five thousand dollars (\$175,000.00) shall be paid no later than December 1st, 2023. The remaining seven hundred thousand dollars (\$700,000.00) shall be made in annual payments of one hundred seventy-five thousand dollars (\$175,000.00) each, with each annual payment to be paid on or before December 1 of each year of the Term.

4.03 Late Payments. If FCCU fails to timely pay any payment charge or fee as provided for in this Agreement, interest shall automatically accrue and become payable at the rate of ten (10%) percent per month or portion of the month.

ARTICLE 5. SIGNAGE, MEDIA, AND NAME AND LOGO PLACEMENT

5.01 Placement of Signage, Name and Logo. The Name and/or Logo shall be displayed as selected by FCCU and as mutually agreed by the parties. FCCU shall have the right, in its sole discretion, to select its own vendor to design and install any signage under this Agreement. In addition, FCCU agrees to pay all initial signage costs. Exhibit 1 shows preapproved design guideline options for placement of the Name and Logo on the signs and other items outlined on Exhibit 1. Any deviation from the design guideline options outlined on Exhibit 1 shall require mutual agreement of the parties. On or before January 1, 2024, FCCU will send a letter to PG identifying each option from Exhibit 1 that FCCU will utilize. If necessary, the parties will then finalize any additional details outlining the actual placement of the Name and Logo on signs and other items identified. FCCU shall have, in the aggregate, the most prominent signage (both permanent and digital) at the CVAC in comparison to any other third-party sponsors of any portion of the CVAC. PG shall come into compliance with these requirements by either decreasing the signage of any such third-party sponsors of the CVAC having more prominent signage at the CVAC than FCCU or increasing the signage of the FCCU. In no event will PG or any of its affiliates be required to purchase additional signage to enable PG to comply with this Section 5.01.

5.02 Initial Design Expenses. FCCU shall be responsible for any and all costs of designing the CVAC's Name and Logo, plus any subsequent changes in the CVAC's Name or Logo.

5.03 Cost of Signage. FCCU shall be responsible for the initial fabrication and installation cost of the signage to be provided hereunder, as described in Section 5.01. PG shall be responsible for the cost of the subsequent maintenance of the signage after installation; provided that any damage to the signage caused by FCCU will be repaired at the expense of FCCU. PG shall cause the CVAC (including all signs and advertising) to be maintained and operated in a good, clean, tenantable and safe repair, order and condition. PG shall manage and operate, or cause to be managed and operated, the CVAC (including all signs and advertising) in compliance with all applicable laws and the requirements of this Agreement. Without limiting the generality of the foregoing, PG shall have the right to take such actions, including without limitation covering or not displaying any permanent or digital signage, as is reasonably necessary for the safe and orderly operation of the CVAC. FCCU may change the content of the signage at its own expense upon receipt of PG approval pursuant to Section 2.01 (which work will be performed by FCCU at FCCU's sole cost).

5.04 Discrimination. PG agrees that, in performing its obligations hereunder, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, age, disability, medical condition, Acquired Immune Deficiency Syndrome (AIDS) — acquired or perceived, retaliation for having filed a discrimination complaint, or marital status, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of CVAC (except to the extent required by applicable Law), nor shall either PG, or any person claiming under or through PG, establish or permit (to the extent that it is within PG's control) any such practice or practices of discrimination or segregation.

- 5.05 Fraud. Each party hereto agrees not to commit fraud in connection with the performance of its obligations under this Agreement.
- 5.06 Social Media/PG Web Site. The Name and/or Logo shall be prominently displayed on the CVAC's web page. The Name and/or Logo shall be capable of being hyperlinked to a URL at FCCU's web site. PG shall and FCCU may, in its sole discretion, use the Name and Logo and any other applicable Sponsor Marks in connection with any mention of the CVAC in all forms of media used, including all social media accounts and other online accounts and profiles, now existing or hereafter invented. Upon termination or expiration of this Agreement (but following any transitional period provided for in Section 1), PG shall promptly delete any mention of the Name, Logo and/or any other applicable Sponsor Marks and immediately cease using the Name, Logo and/or any other Sponsor Marks on all its websites, social media accounts and other online accounts and profiles. PG may not register any domain names or create any social media accounts and other online accounts and profiles specifically for the purpose of promoting or marketing the CVAC or similar business purposes featuring the Name and/or Logo without the express prior written consent of FCCU.
- 5.07 Publicity. PG will coordinate publicity efforts with FCCU as it relates to the CVAC. Publicity efforts shall include, but are not limited to, newsletter, e-news, social media, speeches and pictures.
- 5.08 Quality Standards and Style Guides. All use, promotions, marketing and advertising hereunder, in connection with, and/or associated with the Sponsor Marks shall be conducted in accordance with commercially reasonable standards and practices.

ARTICLE 6. OTHER MARKETING/ADVERTISING/PROMOTIONAL RIGHTS

- 6.01 On-site sampling. FCCU shall have the opportunity to conduct on-site sampling or product information distribution, specific dates, times and type of sampling or product information distribution to be determined upon mutual agreement of the parties listed on Exhibit 1.
- 6.02 CVAC Merchandise. FCCU may produce, or have produced or manufactured by third party licensees, manufacturers or vendors, certain merchandise using the Sponsor Marks, including the Name and Logo (the "CVAC Merchandise") in commercially reasonable quantities, as determined by FCCU in its sole discretion. As between the parties hereto, and except as otherwise agreed in writing among the parties, all expenses associated with the production, manufacture, and sale of CVAC Merchandise shall be borne by FCCU, and all revenues related to the sale of the CVAC Merchandise shall be for the account and benefit of FCCU. CVAC Merchandise may be sold by FCCU at the CVAC, via the FCCU's website or as otherwise determined by FCCU and, without limiting the generality of the foregoing, FCCU may permit third parties to sell and distribute the CVAC Merchandise through customary industry channels for such products, including gift shops, retail stores and through e-commerce channels. As between the parties hereto, FCCU shall have the sole right to set the retail price for the CVAC Merchandise, and nothing contained herein shall prevent FCCU from offering CVAC Merchandise in the form of giveaways, prizes or premiums, without charge.
- 6.03 Products. FCCU agrees that (a) all CVAC Merchandise shall be of good quality and free of defects in design, material and workmanship and shall be suitable for their intended purpose, (b) no injurious, poisonous, deleterious or toxic substance, material, paint or dye will be used in or on the CVAC

Merchandise; and (c) the CVAC Merchandise will be manufactured, packaged, marketed, sold and distributed in compliance with all applicable laws and the then-prevailing industry standards.

- 6.04 Advertising. Each party hereto agrees that it shall not use or authorize the use of any Name, Logo, or other Sponsor Marks in any manner that is contrary to public morals, deceptive, or defamatory, or that could reasonably be expected to reflect unfavorably on the good name, goodwill, reputation and/or image of any party or the CVAC.
- 6.05 Trademark Notices. Each party hereto shall comply with the other party's reasonable requests to include appropriate trademark legends, copyright notices and photography credits with respect to any materials provided by one party to the other.
- 6.06 Substitute Inventory. The parties understand that many of the provisions of this Agreement will require cooperation and negotiation on an on-going basis, and also for a term extending over many years. The parties agree to use their best efforts to negotiate substitute and alternative promotions, signage and/or rights of equal or comparable value if any existing or planned promotions, signage or right is no longer possible or desirable. In each such case, PG will suggest an alternative to FCCU. Subject to Section 4.04 above, if the parties cannot agree on an alternative promotion, sign or right, the dispute resolution provisions of Article 11 will apply.

ARTICLE 7. ADVERTISING/SPONSORSHIP OF CVAC BY OTHER ENTITIES

- 7.01 Exclusivity. Except as provided herein, PG shall not during the Term grant any new advertising/sponsorship rights to the CVAC or any of the facilities located thereupon, including, but not limited to any ballfields, fieldhouses, cafes, or scoreboards, to any entity whose primary business competes directly with FCCU (i.e., banking, financial, lending, real estate, brokerage or mortgage lending and servicing institutions). Except as provided herein, FCCU shall have the exclusive right to name the CVAC and shall be the exclusive sponsor of the CVAC, including without limitation with respect to all naming rights, sponsorship, marketing, advertising, promotional and publicity rights granted for the CVAC and for all events, tournaments, and programs listed on Exhibit 1.

Throughout the Term, PG shall use commercially reasonable efforts to cause all other third parties promoting, presenting or producing performances or events at the CVAC to refer to the CVAC exclusively as the Name and to have the Sponsor Marks and/or Logo be included in all advertising, promotional and publicity materials relating to the CVAC to the extent that it is reasonable and customary to include the Sponsor Marks or Logo on such materials.

In addition to the foregoing and strictly for the sake of clarity, at any time during the Term, FCCU shall be free to engage in any sponsorship and to grant to any third party the use of any of FCCU's trademarks, trade names, and logos without obtaining the consent of PG and without violating any portion of this Agreement.

- 7.02 Other Contracts. Except as stated herein, PG may enter into advertising/sponsorship rights for any portion of the CVAC, or for any event at the CVAC not listed on Exhibit 1, with any business or entity whose primary business does not compete directly with FCCU; **provided, however**, that FCCU will be provided the first right of negotiation to enter into a naming rights agreement for any such portion

of or event(s) at the CVAC (it being agreed that, for a period of fifteen (15) days following the FCCU's notice of such opportunity, PG and FCCU shall negotiate exclusively and in good faith regarding such a naming rights agreement unless FCCU notifies PG in writing prior to the conclusion of such period that FCCU is not interested in entering into a naming rights agreement for such portion of or event(s) at the CVAC and, unless a naming rights agreement for such portion of or event(s) at the CVAC shall have been executed by the parties hereto during such fifteen (15) day period and subject to Section 7.01, PG shall thereafter be permitted to enter into a definitive agreement with a third party with respect to naming rights for such portion of or event(s) at the CVAC). PG represents and warrants that no advertising or sponsorship agreements exist as of the execution of this Agreement that would violate the terms of this Agreement.

ARTICLE 8. CHANGE OF NAME AND/OR LOGO

- 8.01 Name Change. If (a) FCCU changes its corporate name or trade names, merges into another entity that results in a name change, or sells substantially all of its assets to another entity or (b) City of Chesterfield sells the CVAC to an unrelated third party, and the Agreement is assigned to the new entity (the "Acquiror") with the consent of the other party as provided in Section 9.01 below, the other party shall use the new name and logo incorporating the name and/or logo of the successor, under the terms and conditions of this Agreement. PG or FCCU and its respective Acquiror shall work in good faith to develop any replacement name, logo, and other sponsor marks. Any new CVAC name and/or logo shall require the approval of the other party as provided in Articles II and III. FCCU or its Acquiror in regards to (a) above, or PG or its Acquiror in regards to (b) above, shall be responsible for all direct and indirect costs associated with the resulting name, logo and other sponsor marks change related to the CVAC, including without limitation all costs and expenses of reconstructing, restoring, remodeling or otherwise altering any portion of the CVAC or signage of the CVAC, replacing or relabeling any uniforms, concession materials, replacing letterhead, stationary or other printed materials, or replacing or relabeling any other items with the new name and logo, and all related promotional and re-branding costs.
- 8.02 Limitation. The CVAC shall not utilize, and the CVAC's name will not be changed to, the resulting name or logo of either party, if, in the reasonable judgment of the other party, it would result in a name or graphic that is inconsistent with or detrimental to the reputation of PG, FCCU or the CVAC, or if such name or logo is contrary to the community standards of good taste. In such event, the parties shall negotiate in good-faith to determine an appropriate name or logo for the CVAC. If, after ninety (90) days of good faith negotiations, the parties are unable to agree on a new or replacement name for the CVAC, then either party hereto may terminate this Agreement.

ARTICLE 9. ASSIGNMENT

- 9.01 Assignment. The rights and obligations created by this Agreement are unique and exclusive to PG and FCCU, and shall not be transferred or assigned by either party except by written consent of the other party which shall not be unreasonably withheld. In the event of an assignment by FCCU to an Acquiror, affiliate, parent or subsidiary which is an entity which is substantially owned or controlled by FCCU or which retains substantially similar management and directors and where such assignment is intended to accomplish an internal corporate purpose of FCCU as opposed to materially and substantially altering the underlying business nature of FCCU, PG will not unreasonably withhold its

consent for such assignment. In the event of an assignment permitted hereunder, the assigning party shall provide the other party with notice within thirty (30) days after the occurrence of any such assignment. Any assignment, transfer, or other conveyance in violation of the foregoing shall be null and void.

- 9.02 Successors. This Agreement shall be binding upon any permitted successor or assignee of either party, whether by merger, sales of assets, dissolution or reorganization or otherwise. Any attempted assignment by PG or by FCCU, whether by merger, sales of assets, dissolution or reorganization or otherwise, in violation of Section 9.01 hereof shall constitute an event of default under this Agreement entitling the other party to furnish to the defaulting party a notice of termination, as provided for in Section 1.02 hereof, except that the defaulting party shall have no right to cure such event of default.

ARTICLE 10. DEFAULT; REMEDIES

- 10.01 Default. A default shall be deemed to have occurred hereunder if:

- (a) FCCU fails to make a payment required under this Agreement and such default continues for a period of thirty (30) days after the date it is due.
- (b) The filing by or against FCCU of any petitions in bankruptcy.
- (c) The occurrence of any act or omission on the part of FCCU that deprives it of the rights, powers, licenses, permits, and authorizations necessary for the lawful and proper conduct and operation of its business.
- (d) If PG is unable to provide FCCU with any benefit in accordance with this Agreement at any time during the Term, including, but not limited to the cancellation or suspension of games and/or leagues regularly held at the CVAC or other non-use of the facilities for any period of time that continues for more than two (2) months.
- (e) Either party hereto engages in conduct which brings PG or FCCU into public disrepute, contempt, scandal or ridicule or which reflects unfavorably on the reputation of PG or FCCU.
- (f) Either party fails to perform or observe any material term, covenant, condition or provision of this Agreement; and such breach continues for a period of thirty (30) days after written notice to the defaulting party; or if such breach cannot be cured reasonably within such thirty (30) day period and the defaulting party fails to commence to cure such breach within thirty (30) days after written notice or fails to proceed diligently to cure such breach within a reasonable time period thereafter.

- 10.02 PG Remedies. PG's remedies in the event of FCCU's default shall include (but not be limited to) the right to terminate the Agreement, the right to seek specific performance of FCCU's duties under this Agreement and the right to remove, cover/or replace all signage, written and other references to FCCU and/or the Name (subject to Section 1.03). In addition and subject to Section 1.03, FCCU shall be responsible for all costs associated with removing the Name and/or Logo and related signage and

labeling from the CVAC. Upon FCCU's request, PG shall furnish reasonable written documentation of all Signage Costs.

- 10.03 FCCU's Remedies. FCCU's remedies in the event of PG's default shall include (but not be limited to) discontinuing payment until the default has been cured, and the right to seek equitable relief, including injunctions and specific performance of PG's duties under this Agreement. FCCU shall have the right to terminate this Agreement, without liability, in the event PG sells the CVAC to an unrelated third party and FCCU provides advance written notice that such right of termination will be exercised within sixty (60) days following the effective date of any such transfer.
- 10.04 Other Remedies. In the event of a breach by either party of any of the material terms, covenants, conditions or provisions hereof, the other party shall have the right to take whatever other action at law or in equity is necessary and appropriate to exercise or to cause the exercise of the rights and powers set forth herein and to enforce the performance and observance of any obligation, agreement or covenant of the allegedly defaulting party.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default of the other party.

ARTICLE 11. DISPUTE RESOLUTION

- 11.01 PG and FCCU agree that disputes under this Agreement ("Dispute") should first be addressed by good faith negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests.
- 11.02 If such good faith negotiations do not result in resolution, any party hereto may, by notice to the other party, then refer the Dispute to an independent facilitator or mediator for non-binding mediation. The independent mediator shall be designated by agreement of the parties. If the parties cannot agree on a mediator, each of FCCU, on the one hand, and PG, on the other hand, shall designate a mediator and such two designated mediators will jointly select the mediator (which jointly selected mediator shall serve as the sole mediator with respect to such Dispute). If the two designated mediators are unable to agree on a mediator, then the President of the American Arbitration Association in the State of Missouri (or his/her designee) will select the independent mediator. Each party shall bear its respective mediation expenses and costs, including attorneys' fees, and shall share the mediator's fees and expenses as determined by the mediator.
- 11.03 If the mediation is unsuccessful within ninety (90) days of the commencement of such non-binding mediation, then the Dispute shall be finally resolved by submission to binding arbitration in the State of Missouri in accordance with the commercial arbitration rules then in effect of the American Arbitration Association. The arbitrator shall be designated by agreement of the parties. If the parties hereto cannot agree on an arbitrator, each of FCCU, on the one hand, and PG, on the other hand, shall designate an arbitrator and such two designated arbitrators will jointly select the arbitrator (which jointly selected arbitrator shall serve as the sole arbitrator with respect to such Dispute). If the two

designated arbitrators are unable to agree on an arbitrator, then the President of the American Arbitration Association in the State of Missouri (or his/her designee) will select the arbitrator. The parties consent to the jurisdiction of the State Courts of the State of Missouri and of the United States District Court for the Eastern District of the State of Missouri for injunctive, specific enforcement or other relief in connection with the arbitration proceedings or to enforce judgment of the award in such arbitration proceeding, but not otherwise. The award entered by the arbitrator shall be final and binding on all of the parties except in the case of manifest error or disregard of the law. Each party hereto shall bear its respective arbitration expenses and costs, including attorneys' fees, and shall share the arbitrator's fees and expenses as determined by the arbitrator. The arbitrator shall not award punitive, exemplary or consequential damages. Nothing contained in this Section 11 is intended to expand any substantive rights any party may have under other Sections of this Agreement. Notwithstanding the foregoing, nothing herein shall preclude equitable or other judicial relief to enforce the provisions of Section 15 or to preserve the status quo pending the resolution of any Dispute hereunder.

ARTICLE 12. WARRANTIES

12.01 Mutual Warranties. Each party hereto represents and warrants to the other parties that (a) this Agreement has been duly authorized, executed and delivered by such party, (b) such party has the full power and authority and is free to enter into this Agreement and to perform its obligations hereunder, (c) such party is in good standing under the laws of its state of formation, (d) this Agreement constitutes such party's valid and binding obligation, enforceable in accordance with its terms (except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity), (e) except as otherwise set forth herein, no consent of a third party is necessary to execute, deliver and perform such party's obligations under this Agreement, (f) except as otherwise set forth herein, the making of this Agreement and the performance of such party's obligations hereunder do not violate any agreement, right or obligation existing between such party and any other third party, (g) there is no litigation, action or other proceeding pending or threatened against such party or any of its assets, properties or rights that relates to this Agreement or would reasonably be expected to impair, restrict or prohibit such party's ability to perform its obligations hereunder and (h) such party has not dealt with or engaged, directly or indirectly, any brokers, finders, consultants or like agents who will be entitled to any fees in connection with this Agreement.

ARTICLE 13. INDEMNIFICATION

13.01 Indemnification of PG. FCCU will indemnify, defend and save harmless PG (including its officials, employees and agents) from all third-party claims, actions, damages, losses or expenses of every kind and description, including reasonable attorneys' fees and costs, made against or suffered by PG in any way because of or based upon (i) FCCU's (or its officers', directors', partners', employees', agents', representatives', tenants' or guests') negligent act, misconduct or omission; (ii) PG's use of the Name, the Logo, or any of the Sponsor Marks, as permitted or authorized herein; (iii) a breach of this Agreement by FCCU; or (iv) the operation of FCCU's business.

13.02 Indemnification of FCCU. PG will indemnify, defend and save harmless FCCU (including its affiliates, officers, directors, shareholders, agents, officials, employees, representatives, and agents of FCCU or any of FCCU's affiliates) from all third-party claims, liabilities, demands, actions, damages, losses, costs, fees, fines, penalties or expenses of any and every kind, nature and description, including reasonable attorneys' fees and costs, made against or suffered by FCCU in any way arising out of, in connection with, as a result of, because of or based upon (i) a breach by PG of its representations, warranties or covenants under this Agreement; (ii) PG's (or its officers', directors', partners', employees', agents', representatives', tenants' or guests') negligent act, misconduct or omission; (iii) FCCU's use of the Name, the Logo, or any of the Sponsor Marks, as permitted or authorized herein; (iv) a breach of this Agreement by PG; or (v) the operations and/or functions of PG.

13.03 Notice, Defense and Settlement; Survival. Any party hereto asserting any claim to indemnification under this Section 13 (FCCU, on the one hand, or PG, on the other hand, as applicable, the "Indemnified Party") shall promptly notify the other Party (PG, on the one hand, or FCCU, on the other hand, as applicable, the "Indemnifying Party") of such claim, provided that any delay or failure to so notify the Indemnifying Party shall only relieve the Indemnifying Party of its indemnification obligations to the extent, if at all, that it is prejudiced by reason of such delay or failure. Except as otherwise set forth elsewhere in this Agreement, if an Indemnified Party is entitled to indemnification hereunder because of a claim asserted by any claimant (other than an Indemnified Party) ("Third Person"), the Indemnifying Party shall have the right, upon written notice to the Indemnified Party within twenty (20) days of its receipt of the notice contemplated by the first sentence of this Section 13.03 and using counsel reasonably satisfactory to the Indemnified Party, to investigate, defend, contest or settle the claim alleged by such Third Person (a "Third Person Claim"). The Indemnified Party may thereafter participate in (but not control) the defense and/or settlement of any such Third Person Claim with its own counsel at its own expense, unless separate representation is necessary to avoid a conflict of interest, in which case such representation shall be at the expense of the Indemnifying Party. In the event the Indemnifying Party fails to timely provide notice of its exercise of control of the defense and/or settlement of such Third Party Claim, the Indemnified Party shall have the right, at its option, to assume and control defense and/or settlement of the matter and to look to the Indemnifying Party for the full amount of the reasonable costs of defense and/or settlement thereof and the Indemnifying Party may participate in (but not control) the defense and/or settlement of such action, with its own counsel at its own expense. The parties hereto shall make available to each other all relevant information in their possession relating to any such Third Person Claim and shall cooperate in the defense thereof.

13.04 Survival. The provisions of this Article shall survive termination of this Agreement.

ARTICLE 14. INSURANCE

14.01 Throughout the Term, PG shall maintain in full force and effect Commercial General Liability Insurance with commercially reasonable limits and terms and conditions, but in any event, not less than the greater of (x) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate in Commercial General Liability Insurance and (y) those limits and terms and conditions required by applicable law, which insurance shall (a) contain broad form contractual liability endorsement, (b) insure against claims for bodily injury (including death), property

damage, personal injury and advertising injury, (c) name as additional insureds, (PG) (d) provide that it may not be canceled, terminated, reduced, materially changed, or allowed to expire without renewal unless at least thirty (30) days advance notice has been given to FCCU, (e) be written by one or more insurers that have a policyholder's rating of not less than A VIII in the most current edition of Best's Rating Guide, and (f) if available, upon commercially reasonable terms, contain a waiver of the insurer's rights of subrogation. Such liability insurance shall be primary to FCCU's insurance. The limits of such insurance shall not limit the liability of the parties. Upon the date hereof and thereafter upon written request, PG shall furnish FCCU with a current certificate of insurance. Upon written request by FCCU in the event of a dispute about the applicability of coverage to a specific loss or claim, PG shall provide a copy of their insurance policy within thirty (30) days of FCCU's request; provided, however, that PG shall be permitted to redact proprietary business information from such copy before providing the same to FCCU.

- 14.02 Throughout the Term, FCCU shall maintain in full force and effect insurance policies with commercially reasonable limits and terms and conditions covering the FCCU's obligations under this Agreement, but in any event, not less than such insurance coverage as is required by applicable law, which insurance shall (a) contain broad form contractual liability endorsement, (b) insure against claims for bodily injury (including death), property damage, personal injury and advertising injury, (c) name as additional insureds (PG), (d) provide that it may not be canceled, terminated, reduced, materially changed, or allowed to expire without renewal unless at least thirty (30) days advance notice has been given to PG, (e) be written by one or more insurers that have a policyholder's rating of not less than A VIII in the most current edition of Best's Rating Guide, and (f) if available, upon commercially reasonable terms, contain a waiver of the insurer's rights of subrogation. Such liability insurance shall be excess to PG's insurance. The limits of such insurance shall not limit the liability of the parties. Upon the date hereof and thereafter upon written request, FCCU shall furnish PG with a current certificate of insurance. Upon written request by PG in the event of a dispute about the applicability of coverage to a specific loss or claim, FCCU shall provide a copy of its insurance policy within thirty (30) days of PG's request; provided, however, that FCCU shall be permitted to redact proprietary business information from such copy before providing the same to PG.

ARTICLE 15. CONFIDENTIALITY.

- 15.01 Except as expressly set forth herein, neither PG nor FCCU shall, and each party hereto shall cause its affiliates and the directors, officers, managers, employees, representatives and agents of such party or any of its affiliates not to, without the written consent of the other parties, make any announcement or other public disclosure, or private disclosure to any person other than the disclosing party's directors, officers, managers, employees, representatives or agents (each of whom shall be advised of, and caused to comply with, the restrictions of this Section 15 by the disclosing party), relating to the matters contemplated herein, unless otherwise required by law or applicable stock exchange rule. In the event any party determines that it is required to make such an announcement or disclosure required by law or applicable stock exchange rule, it shall consult with the other parties in advance, to the extent reasonably practicable. Notwithstanding any provision herein to the contrary, each party (and its affiliates and the directors, officers, managers, employees, representatives and agents of such party or any of its affiliates) may make any announcement or other public disclosure, or private disclosure to any person or entity, of (a) the existence of a definitive agreement between the parties hereto with respect to the naming rights and sponsorship of CVAC, (b) the approximate

aggregate fees contemplated to be paid in connection therewith, (c) the duration of the contemplated term of this Agreement and (d) such other terms as the parties shall agree in writing may be so announced or disclosed, in each case consistent with the terms set forth in this Agreement or as the parties may otherwise agree. In addition, either party may disclose, without restriction, this Agreement and information concerning the transactions contemplated hereby to their respective accountants and legal counsel. The Parties acknowledge and agree that nothing in this Section 15 shall prohibit or preclude a party from complying with its obligations under applicable Law.

- 15.02 Each party ("Receiving Party") acknowledges that it has received or may receive proprietary and confidential information, information constituting trade secrets and other information concerning the business, products, personnel, personally identifiable information, property, organizational structure, financial affairs, customers, sales and marketing plans, strategies or operations (collectively, "Confidential Information") from the other party ("Disclosing Party") under this Agreement, regardless of whether such information is marked or identified as confidential. The Receiving Party agrees (a) to keep all Confidential Information of the Disclosing Party in strict confidence, (b) not to disclose such Confidential Information to any Person other than the Receiving Party's Affiliates, officers, directors, managers, employees, agents and representatives for use as contemplated by subsection (c) hereof, and (c) to use, and to cause its affiliates, officers, directors, managers, employees, agents and representatives to use, such Confidential Information only for the purpose of performing its obligations under this Agreement and/or enjoying its rights as contemplated by this Agreement. The obligations under this Section 15.02 will survive the expiration or termination of this Agreement and will continue indefinitely with respect to Confidential Information constituting a trade secret of each party, and for five (5) years from the expiration or termination of this Agreement with respect to all other Confidential Information. The restrictions and obligations set forth in this Section 15.02 will not apply: (a) to information that is already publicly known at the time of its disclosure; (b) after such information becomes publicly known through no fault of the Receiving Party; or (c) to information that the Receiving Party can establish by written documentation was independently developed by or known to such party without use of or reference to the Disclosing Party's Confidential Information.

ARTICLE 16. MISCELLANEOUS

- 16.01 Amendment, Modification or Alteration. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties herein.
- 16.02 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all counterparts together shall constitute but one and the same instrument.
- 16.03 Expenses. Except as otherwise provided herein, all fees, costs and expenses (including fees, costs and expenses of legal counsel and/or financial advisors) incurred in connection with this Agreement shall be paid by the party incurring such fees, costs or expenses.
- 16.04 Headings. The headings used in this Agreement are solely for convenience and shall not affect the meaning or interpretation of the provisions set forth herein.

16.03 Severability. All rights and duties contained in this Agreement are mutually dependent on and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability to perform and have access to the CVAC as provided for herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

16.04 Notices. All notices required to be given under this Agreement shall be given by certified or registered mail or Overnight Courier, addressed to the proper party to the following addresses, or at such other address as may be subsequently given pursuant to this Section and shall be deemed given when deposited in the Mail, postage prepaid:

If to PG: Jeff McDowell

If to FCCU:

16.05 Waiver. Any failure of either party to comply with any provision of this Agreement may only be waived expressly in writing by the other party. The waiver by either party of any default or breach by the other party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Agreement.

16.06 Force Majeure. If PG is unable to provide FCCU with the benefits set forth herein in accordance with this Agreement at any time during the Term for reasons out of PG's control, including, but not limited to all strikes, lockouts, labor disputes, freight embargoes, inability to procure materials, failure of power, civil commotion, riots, insurrection, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, pandemics, epidemics, quarantine restrictions, public health emergency(s), restrictive governmental law, regulations, declarations or controls or other reason of a like nature or if CVAC is damaged by fire, earthquake, tornado, act of God, the elements or other casualty or is condemned by an authority exercising the powers of eminent domain or the CVAC is transferred in lieu of the exercise of such power so as to render the CVAC unusable for its intended purpose at any time during the Term, then PG shall have the option, but not the obligation, to repair the damage or loss. PG shall notify FCCU as to whether PG shall effect such repair and restoration within ninety (90) days after the casualty. If PG notifies FCCU that PG is electing to effect such repairs and restoration, this Agreement shall continue in full force and effect; **provided, however**, that upon the occurrence of any of the foregoing (unless the parties hereto otherwise agree in writing to a refund or "make good" in lieu of an extension of the Term) FCCU shall have the option, in its sole discretion, to (1) terminate this Agreement as of the date of such fire or other casualty or (2) extend the Term by such number of days as equals the length of the period from the date of the event until such repairs and/or restoration are complete. If PG notifies FCCU that PG is electing not to effect such repairs and restoration, then this Agreement and all rights granted hereunder shall terminate as of the date of such fire or other casualty.


16.07 Essence. Time is of the essence in this Agreement.

- 16.08 Status of Parties. Unless specifically designated herein, the parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes. Nothing contained in this Agreement shall be determined to create a partnership, joint venture, principal agent, employer-employee or similar relationship between PG and FCCU with respect to FCCU's activities conducted at the CVAC pursuant to the terms of this Agreement.
- 16.09 Third Party Beneficiaries. Except as otherwise expressly set forth in this Agreement, including without limitation in Section 13 hereof, (i) this Agreement is intended only for the benefit of the parties hereto and any successors or permitted assigns as expressly provided for in this Agreement, (ii) no other person is intended to be benefited in any way by this Agreement and (iii) this Agreement shall not be enforceable by any other person. Any claim by any third party beneficiary is subject to all defenses available to a party hereto for any breaches or other failures to perform by another party to this Agreement.
- 16.10 Country/State Law. This Agreement and all matters or issues collateral hereto shall be governed and construed in accordance with the laws of the State of Missouri and PG of Chesterfield without respect to conflicts of law principles.
- 16.11 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the matters contained in this Agreement, and it may not be amended except by a writing signed by all parties. There are no oral or written representations, agreements, understandings or circumstances which modify any of the provisions hereof. The Exhibits referenced throughout this Agreement are by this reference made a part hereof.
- 16.12 Exhibits. The Exhibits referenced herein shall be deemed a part of this Agreement as if fully set forth in the body of this Agreement.
- 16.13 Survival. Without limiting any provisions of this Agreement which, by their express terms, survive expiration or termination of this Agreement, the following articles and sections shall survive any termination or expiration of this Agreement: Articles 1, 9, 10, 11, 13, 15, 16 (other than Section 16.06), Section 3.01, and this Section 16.13.
- 16.14 Waiver of Jury Trial. THE PARTIES HERETO AGREE AND ACKNOWLEDGE THAT THEY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT. The scope of this waiver is intended to be all-encompassing of any and all Disputes, including contract claims, tort claims, and all other common law and statutory claims. This waiver is irrevocable, and shall apply to any subsequent amendments, renewals, or modifications to this Agreement or any exhibit to this Agreement.

[remainder of page intentionally left blank; signature page attached]


IN WITNESS WHEREOF, this Agreement is executed by the parties as of the day and year as indicated below.

Perfect Game Incorporated



Robert Ponger
Title: _____ CEO
Date: _____ 10/6/2023 _____

First Community Credit Union



{Name} Glenn D. Barks
Title: _____ CEO
Date: _____ 9/26/2023 _____

Exhibit 1

Signage, Name and Logo Placement

The following outlines the responsibility of the Parties, signage, placement of the Name and the Logo on signs and other items that has been approved by PG as of the date of this Agreement:

TERMS / STRUCTURE / ASSETS

- Primary and significant venue signage – mutually agreeable locations/scope – i.e.: main entrance, highway visible sign, all quadrants, wayfinding where applicable, social/digital/website mentions – all permanent during term and part of PG of Chesterfield programs
 - Updated venue logo - parties to work together on mutually agreeable name/logo (ie: First Community Complex at Chesterfield Valley)
 - Use of IP – PG and COC marks and logos available for marketing / community goodwill use
 - One (1) Annual Tournament entitlement – one annual event named with FCCU as 'Presenting Partner' -- activation and participation available
 - One (1) Annual PG Kids Camp or other event entitlement – activation and participation if desired
 - On-site activation (mutually agreeable frequency) to have FCCU employees at venue with info/meet families
 - Financial/College Planning programming/event - annual event for CVAC families/athletes to share details on FCCU youth savings/checking and college planning services; ongoing programming and resources
- #### **CONTINGENCIES**
- FCCU and PG of Chesterfield (COC) must reach mutual agreement as it relates to signage/branding locations, size, details, etc.
 - FCCU and COC must reach mutual agreement on 'new' venue name
 - Final formal approval from all parties

FACILITY USE LICENSE AGREEMENT

THIS FACILITY USE LICENSE AGREEMENT (the "Agreement"), made by and between CITY OF CHESTERFIELD, MISSOURI, a city of the third class and political subdivision of the State of Missouri, with an address of 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 (the "Owner" or the "City"), and PERFECT GAME INCORPORATED, an Iowa corporation, with an address of 425 2nd Street SE, STE 700, Cedar Rapids, IA 52401 (the "User"). Owner and User are each referred to as a "Party" and are collectively referred to as the "Parties".

WHEREAS, the City desires to benefit the welfare of its residents through the creation of new opportunities for the local economy and by strengthening the regional appeal of Chesterfield Valley as a premier destination for shopping, entertainment, and sports; and

WHEREAS, the City currently operates a 16-field Chesterfield Athletic Baseball/Softball Complex, more fully described below, which is capable of hosting tournaments that bring in non-local teams and spectators; and

WHEREAS, the City currently hosts practices, games, leagues, and tournaments at the City's athletic facilities; and

WHEREAS, User operates the premier travel baseball and scouting events company hosting more than 66,000 teams, 8,500 events and 300,000 games annually that generate millions of dollars in overnight visitor spending in markets across the United States; and

WHEREAS, User is evaluating locations where it can operate regional events that are expected to generate significant non-local visitor days in market for the City and the surrounding marketplace, and more than 50,000 overnight hotel stays in total over the first five years.

WHEREAS, User hosts multi-day events that attract team and parents, coaches from major colleges and universities, scouts from Major League Baseball ("MLB"), current and future MLB players, and other guests that make User events unique in the level of player and guest it attracts; and

WHEREAS, User desires to host a portion of its regional events to a single location in the St. Louis marketplace that can accommodate the growth of additional tournaments and other events; and

WHEREAS, User and City believe that the City's athletic facilities are among the best in the region and that the City's athletic facilities would be able to accommodate User's tournaments and events; and

WHEREAS, the City believes that entering into an agreement for User to utilize the City's athletic facilities will benefit and support the welfare of the residents of Chesterfield and desires to execute this Facility Use License Agreement.

WITNESSETH:

1. PREMISES

In consideration of the payments, covenants and agreements hereinafter set forth, Owner agrees to grant User a non-exclusive license for the use and enjoyment of certain real property, more specifically certain baseball and softball fields, concessions and operations facilities, situated in the City of Chesterfield, County of St. Louis and State of Missouri, (the "Premises"), said Premises being those more fully described in Exhibit A attached hereto and made a part hereof by reference.

2. TERM

A. Original Term

The "Original Term" of this Agreement shall be defined as the period commencing on January 1st, 2023 and ending on December 31 of the tenth (10th) full Term Year (as hereinafter defined) following such Effective Date. "Term Year" shall be defined as each successive period of twelve (12) consecutive calendar months commencing on the first day of January of each year during the term hereof and ending on December 31 of each year of the term hereof. A "Calendar Year" shall be defined as each consecutive twelve-month period running from January 1st to December 31st.

B. Renewal Terms

By June 1st of the final Term Year of the Original Term, this Agreement may be renewed by mutual consent of the Parties for one (1) additional period of five (5) years (the "Renewal Term"). The Original Term and the Renewal Term, if mutually agreed to by the Parties, are hereinafter collectively referred to as the "Term" of this Agreement.

3. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be considered to be the date of full execution hereof. The date of full execution hereof shall be deemed to be the last date on which this Agreement has been signed by a Party hereto.

4. FEES

A. Fixed Annual User Fees

User shall pay to Owner, at Owner's address shown above, or at such other address as Owner may from time to time designate in writing, a fixed annual user fee (the "Fixed Annual User Fee") in accordance with the Schedule set forth below (the "Fixed User Fee Schedule"). User shall make quarterly payments consisting of one fourth of the Fixed Annual User Fee on January 1st, April 1st, July 1st, and October 1st of each calendar year. The User Fees for the first Term Year of the Renewal Term shall be the Fixed Annual User Fee from year 10 of the Original Term plus three percent. The Fixed Annual User Fees for Term Years 2 through 5 of the Renewal Term shall be the previous Term Year's Fixed Annual User Fee plus three percent. Every

installment of the Fixed Annual User Fee for the Term shall be due and payable in advance on the date when due, without demand, deduction, abatement or offset.

Fixed User Fee Schedule

<u>Term Years</u>	<u>Calendar Years</u>	<u>Fixed Annual User Fees</u>
1	2023	\$100,000.00
2	2024	\$125,000.00
3	2025	\$150,000.00
4	2026	\$175,000.00
5	2027	\$225,000.00
6	2028	\$300,000.00
7	2029	\$350,000.00
8	2030	\$400,000.00
9	2031	\$450,000.00
10	2032	\$500,000.00

User shall pay, as "Additional Fees", all other payments of whatever nature that User has agreed to pay or assume under the terms and provisions of this Agreement, including all reasonable expenses (including attorneys' fees) incurred by Owner in connection with the enforcement of the terms and provisions of this Agreement. All amounts due under this Agreement shall be paid in lawful money of the United States. Additional Fees that accrue between January 1st and March 31st of any calendar year will be due on April 1st of that same calendar year. Additional Fees that accrue between April 1st and June 30th of any calendar year will be due on July 1st of that same calendar year. Additional Fees that accrue between July 1st and September 30th of any calendar year will be due on October 1st of that same calendar year. Additional Fees that accrue between October 1st and December 31st of any calendar year will be due on January 1st of that same following year. The Fixed Annual User Fees and the Additional Fees are referred to collectively herein as the "User Fees". All User Fees and other amounts due to Owner hereunder, shall be paid to Owner at the address first set forth above for City or as otherwise designated from time to time by written notice from Owner to User, without any setoff, abatement, counterclaim or deduction whatsoever.

B. Turf Installation Fees

In addition to the foregoing Fixed Annual User Fees and Additional Fees, User shall pay to Owner \$500,000 to be used for turf installation on the Premises (the "Turf Installation Fees"). User shall pay the Turf Installation Fees in two equal payments of \$250,000 (each a "Turf Installation Payment"). The first Turf Installation Payment shall occur within 60 days of the Effective Date of this agreement. The second Turf Installation Payment shall occur within twelve months following the Effective Date, but in no case shall be due and owing before January 1, 2023.

Subject to the City's approval, User may offset the reasonable value of direct development cost savings and/or in-kind products or services provided by turf companies. Said turf companies must be mutually selected by User and Owner. Any offset determination shall be made solely at City's discretion.

5. LICENSE FOR PREMISES

City shall provide User with a revocable, non-exclusive, non-assignable, non-transferable license to use the Premises as set forth herein. User's use of the Premises will be non-exclusive and User acknowledges that its use of the Premises shall be secondary to the City's existing agreements, or any extension thereof, with Chesterfield Baseball and Softball Association ("CBSA"), Ascension Athletic Association ("Ascension"), and Chesterfield Athletic Association ("CAA" collectively with CBSA and Ascension "Priority Organizations"). User's use of the Premises is subject to the terms and conditions of the City's preexisting agreements with Priority Organizations. A copy of the City's agreements with Priority Organizations are attached hereto as Exhibit B and are incorporated herein by reference. User shall not unreasonably restrict Priority Organizations' teams from participating in User tournaments and events and shall provide opportunities for Priority Organizations' teams to participate in certain tournaments of User.

6. SCHEDULING FOR THE PREMISES

City agrees to work in good faith with User to schedule baseball and softball programs at the Premises. User understands and acknowledges the preexisting relationship between the City and Priority Organizations affects User's ability to schedule practices, games, tournaments, and other uses of the Premises.

For all programs that run between March 1 and June 30 each year ("Spring Season"), City will prepare a calendar showing Priority Organizations' preliminary schedules and provide the same to User by November 30th of each calendar year. User shall submit a preliminary schedule by December 15th of each calendar year. If User does not submit a preliminary schedule, then the previous year's schedule shall be deemed to be the preliminary schedule. By February 8th of each calendar year, City will provide User with a final calendar for the Spring Season showing User's and Priority Organizations' final schedules.

For all programs that run between August 1 and February 28th each year ("Winter Season"), City will prepare a calendar showing Priority Organizations' preliminary schedules and provide the same to User by March 31st of each calendar year. User shall submit a preliminary schedule by April 15th of each calendar year. If User does not submit a preliminary schedule, then the previous year's schedule shall be deemed to be the preliminary schedule. By July 8th of each calendar year, City will provide User with a final calendar for the Winter Season showing User's and Priority Organizations' final schedules.

The City shall make every reasonable effort to accommodate those changes or additions to the schedule that occur between the time that the preliminary schedule is submitted and final schedule is published. However, the City does not guarantee to accommodate any such changes and User recognizes that City shall be scheduling other events and alternative users to maximize the City's use of the Premises.

7. RESPONSIBILITIES OF USER

A. Promotion of Premises

User shall make every reasonable effort to market City as a baseball tourism destination by, among other things, engaging in online and traditional media outlet promotion to support the City's brand and broadcasting and promoting certain games on User's PG.TV website. User shall be responsible for staffing, marketing, website development, public relations, design, event booking, and all associated costs and fees including but not limited to all expenses, travel costs, legal fees, and consulting fees. User agrees to comply with all City requirements regarding use of the City's name, seal, logos, trademarks, copyrights, or any other intellectual property as set forth below. User shall prepare a marketing strategy which will be reviewed and approved or denied by the City and then implemented by User on an annual basis. City shall not unreasonably withhold approval of the marketing strategy.

B. Local Programming

User shall provide access to select local community programming, such as instructional clinics and events. At a minimum, User shall provide four instructional baseball/softball clinics per year, two of which will be directed specifically towards coaches. City will provide User with space to provide the clinics at no additional cost to User but all equipment shall be provided by User.

E. Cooperation with City

User agrees to cooperate with Owner to maximize sales tax generation and to develop a system to prioritize room bookings in hotels located in the City. Specifically, User agrees to prioritize hotels located within the City when booking or assisting players, teams, coaches, visitors, and other invitees in booking hotel rooms. Additionally, User shall give preference to businesses located within the City for vendor opportunities. User shall market businesses located within the City for players, teams, coaches, visitors and other invitees looking for dining, shopping, or entertainment.

F. Concessions

User will staff and operate all food and beverage operations at the Premises as set forth herein, regardless of whether the game, practice, or other scheduled activity is related to User and regardless of the sport or activity ("Concession Obligations").

- i. Scheduling. City shall provide User with a monthly schedule showing all scheduled games at the Premises. For purpose of the Concession Obligations a "Field" is defined as any baseball field, soccer pitch, sand volleyball court, or other organized sports area subsequently designated by the City in writing. When any two Fields are playing a minimum of two games, User shall be required to staff and operate the relevant concession stand as set forth below.

Concession Stand Fields

Concession Stand A Fields A1 to A4, B5, and Volleyball Courts

Concession Stand C Fields C1 to C4, B1 to B4, B7 to B9

Concession Stand D/E Fields D1 to D4, E1 to E4
Concession Stand F Fields F1 to F6

For example, if Field D3 and E2 were playing games, User would need to operate Concession Stand D/E. If only Field A4 and C1 were playing games, User would not need to operate Concession Stand A nor C. If more than three Fields are playing games simultaneously, User will need to operate one concession stand per two Fields unless all Fields have the same concession stand as set forth above. For example, if Fields F1, F4, D1, and E3 are playing games, concession stands D/E and F would need to be open. Concession stands shall be open at least thirty minutes prior to the start of the first game and must remain open until at least 1 hour prior to the end of the last game. User shall not be required to staff and operate concession stands for practices, but may do so at its discretion.

- ii. Fees. User shall provide 10% of gross revenue from concession sales to Chesterfield for binding utilities and facilities costs. Concession sales payments shall be made quarterly as set forth above, however, User shall provide Owner with monthly revenue statements. Owner shall be responsible for electric, sewer, and potable water utility charges.
- iii. Equipment Generally. Concession Equipment shall be defined as all microwaves, fryers, refrigerators, freezers, ice makers, beverage dispensers, food heating machines, food dispensers, cutlery dispensers, condiment dispensers, food displays, tongs, scoops, blenders, juicers, grills, warmers, pumps, or any other cooking or serving equipment currently found in the concession stands located on the Premises or subsequently placed in the concession stands at the Premises. An inventory of Concession Equipment is attached hereto as Exhibit C and incorporated by reference herein. Owner will provide User with access to all existing Concession Equipment and storage for User's use in providing concession services. User must provide its own network and POS system when operating stands.
- iv. Equipment Maintenance. User shall be responsible for the care, maintenance, repair, and replacement of all Concession Equipment during the Term of this Agreement. At the end of the Term of this Agreement, all Concession Equipment shall be returned to Owner in substantially the same condition as it exists on the Effective Date, normal wear and tear excepted. If User cannot return the Concession Equipment to Owner in the same condition, User shall be responsible for replacing the Concession Equipment with equivalent Concession Equipment subject to the City's sole discretion. User shall provide notice to Owner of all repairs, modifications, replacements or other changes to the Concession Equipment or concession facilities.

- v. Operations. User shall provide Owner with documentation evidencing a plan to optimize food and beverage sales for all activities on the Premises, not just User activities (the "Food Plan"). User shall comply with all rules and regulations established by the St. Louis County Health Department and shall comply with all other City, County, and State laws and regulations. User must receive City's approval for outside food vendors. User is responsible for obtaining all City, County, and State pennits necessary to operate out of the concession stands including all fees associated with these permits. User will provide the City with a copy of all permits obtained. User shall be responsible for securing Concession Stands when not in use.
- vi. Concession Stand Health and Safety'. User shall keep all concession stands clean and free of pests. User shall be responsible for securing each concession stand following User's operation of the same. User shall take reasonable steps to prevent damage from occurring to the concession stands. User will be provided with keys to the concession stands but shall not make any additional keys or install any additional locks or latches without the written consent of the City. At the termination of the Agreement, User shall return all keys. User shall be responsible for all lost keys including the cost to replace the locks on the concession facilities. User shall be responsible for all losses occurring at the concession facilities.
- vii. Liquidated Damages. User acknowledges that failure to fulfill Concession Obligations in accordance with the Food Plan will damage the City, but by their nature such damages are difficult to ascertain. Accordingly, without prejudice to any other relief or remedy available to the City under this Agreement, User agrees that for each day User fails to fulfill its Concession Obligations in accordance with the Food Plan, User shall pay to the City the additional sum of one hundred dollars (\$100.00) per day as liquidated damages. Liquidated damages are not intended to be a penalty and are solely intended to compensate for the City's damages.

G. Supervision of Invitees

User shall be responsible for player and spectator supervision and shall ensure that all players, spectators, and invitees follow all of the rules for the Premises including any rules as may be adopted by the City from time to time to ensure the safety and efficient use of the Premises. User agrees that they will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind and/or about the Premises by its members or those associated with User. User and Owner shall provide the other with access to all video systems, including security cameras and security systems.

H. Fee Collection

User shall be responsible for collecting any and all fees from players and spectators for events hosted or run by User.

I. Premises Rules

User shall abide by the Premises Rules and Responsibilities as set forth in Exhibit D attached hereto and made a part hereof by reference. User shall abide by the Park Rules and Regulations as set forth in Exhibit E attached hereto and made a part hereof by reference. The City may revise the Premises Rule and Responsibilities and Park Rules and Regulations from time to time. City will provide User with all such updates to the foregoing.

J. Invitee Waivers

User shall list City as an additional indemnified Party in all waivers, releases, or other agreements with players, teams, parents, spectators, visitors, or other invitees to User practices, games, tournaments, and other events held on the Premises. City shall have the right to review and approve the language used in all such forms. Nothing herein shall be construed or interpreted as a waiver of the City's sovereign immunity.

8. RESPONSIBILITIES OF OWNER

A. Provision of Fields

Owner shall provide User with the necessary fields located at the Premises on such days as set forth in the final schedule prepared for each Spring Season and Winter Season. User acknowledges that User's use of the Premises is non-exclusive and that City has the right to schedule other users for fields that are not reserved by User on the days set forth the final schedules. User shall have the right to limit access to the reserved fields, charge fees for access to the reserved fields, charge fees to spectators to observe the games occurring on the reserved fields, and otherwise control access to the reserved fields in a way that is not inconsistent with the terms of this Agreement. However, if User is sharing a set of four fields (a "Quad") with Priority Organizations, or another licensed user, then User cannot charge fees for non-User invitees to access the Quad.

B. Improvement of Premises

Owner shall fund improvements to the Premises as set forth herein. Owner shall provide four lighted fields with turf infields at the start of this Agreement and, by March 1, 2023, Owner shall provide a total of sixteen lit fields with turf infields. Owner shall install gates and fencing to the quad entrances by March 1, 2023. Owners shall provide gates and fencing as set forth in Exhibit F. City will make reasonable efforts to complete the turf installations in accord with the schedule provided above. However, in the event that the installation is delayed, the Term year one Fixed Annual User Fee, set forth in section 4A, shall be pro-rated by reducing the Fixed Annual User Fee by \$1,500 per month for each turf field incomplete by the first of each subsequent month. The parties acknowledge and agree that the aforementioned reduction in the Fixed Annual User Fee shall be User's sole remedy for City's failure to complete all turf installations by March 1, 2023. City's failure to complete all turf field installations shall not be considered a breach of this Agreement.

C. Maintenance

Owner shall be responsible for all routine and normal major capital expenses for the Premises including but not limited to replacement of turf, mounds, and other major physical plant replacement costs. It is understood and agreed that City shall pay for all salaries, equipment, materials, and supplies necessary for the operation of the Premises, but not for the operation of User's activities, tournaments, and events, notwithstanding User's obligations to staff and operate concessions as set forth above. City will clean and stock bathrooms at the Premises on the City's regular schedule. City will be responsible for removing all trash and recycling from the Premises. City shall be responsible for all routine mowing of grass, lining of fields, and maintenance of fields. In the event maintenance or repairs are needed during a tournament, User shall first reach out to City's designated representative, the Superintendent of Sports and Wellness or another employee of the City as designated in writing by the City Administrator. City will use its best efforts to work with User to resolve immediate needs for repair or maintenance. The City shall keep the Premises in a clean and orderly condition and shall see the proper collection of waste, garbage, and other debris. However, User agrees to compensate City for any excessive cleanup costs on the Premises or for any repairs or maintenance beyond routine wear and tear of the Premises, as determined by the City in its sole discretion.

D. Tax Credit Assistance

If User applies for Amateur Sporting Tax Credit Program, Owner shall reasonably cooperate with User including but not limited to submitting funding requests, if prepared by User and approved by Owner, to the Missouri Department of Economic Development for both the Amateur Sporting Tax Credit Program and other relevant incentive programs as may be offered through the State of Missouri. In no event shall Owner be responsible for any fees, costs, or expenses in applying for the foregoing programs.

E. Office Space

Owner shall provide User with on-premises temporary office space to User by providing User with access to a room in the "Old Maintenance Building" located in the central lot outside of the Quad with the C Fields. City will not provide any renovations to the office space and User agrees to accept the space provided as-is. Owner shall have no obligation to construct new office space or make available dedicated office space for User's exclusive use. The provided temporary office space shall be available during the City's normal hours of operation as well as during all activities occurring at the Premises. User's office space will be accessible by User and City employees only and such space will not be shared with any other groups or organizations.

F. Traffic Control

City will work in good faith with User to necessary traffic control at scheduled tournaments. City's provision of traffic control services will be subject to City police officer availability and staffing. User shall maintain ultimate responsibility for traffic control and parking for User practices, games, tournaments, and events.

9. SPONSORSHIPS

A. Local Sponsors.

User will exclusively operate all sponsorships sales on site, which includes the rights to package and sell Premises signage, time limited naming rights for tournaments and for individual fields or Quads, and other on-site physical assets, subject to approval by the City. However, any proposal for naming rights for the Premises as a whole is subject to approval by the City Council and will require identification of "Chesterfield". Local Sponsors will be defined as all business entities with an office, warehouse, retail location, factory, headquarters, or place of business located within fifty miles of the Premises. Local Sponsors will not be considered national sponsors due to the business entity having a national or international presence or business. Local Sponsorship Revenues are defined as all compensation, whether monetary or in-kind, provided to User by a Local Sponsor for signage, branding, advertising, naming rights, or marketing occurring on the Premises. Revenue proportions will be calculated net of all signage fee costs paid directly by User. All signage, Local Sponsors, branding, and advertising must be submitted to the City for approval. City may reject signage, Local Sponsors, branding, and advertising that is, in the City's reasonable opinion, offensive and/or promotes vendors that are inconsistent with a municipally owned facility. Any signage, Local Sponsors, branding, and advertising will be deemed approved by the City if the City does not provide written notice that the proposed signage, Local Sponsor, branding, or advertising is not approved by the City. Local Sponsorship Revenues will be split 50/50 between User and City.

B. National Sponsors.

Perfect Game retains the right to all of their existing and future national sponsorship revenues, which includes the right to represent national sponsors and partners through Premises signage, and other on-site physical assets along with TV/live streaming sponsorship platforms. User has provided a list, attached hereto as Exhibit G, of all services unrelated to the City or for other venues that User operates that are permissible for User to include in signage and advertising. Despite previously being a national sponsor, if Rawlings generates Local Sponsorship Revenues, then the fees for the local portion of their sponsorship will be split 50/50 with the City.

C. Use of Name.

City will provide User with a limited license to use City's name, seal, logos, trademarks, copyrights, or any other intellectual property (collectively "City IP") of the City where such use is relevant, necessary or beneficial to the performance of this Agreement. User will at all times comply with the requirements set forth by the City for using City IP.

10. GAME DAY CONTACTS

User and Owner shall each designate an emergency contact person ("Game Day Contact") for issues which require immediate resolution, including but not limited to repairs or replacements immediately prior to or during a game or tournament, unstaffed concession facilities, or any other issue that a reasonable individual would believe requires expedited attention. Each Parties' Game Day Contact shall be vested with sufficient authority to resolve routine issues that arise, but in no

way will the Game Day Contacts be allowed to materially alter this Agreement nor will any actions of the Game Day Contacts be considered a waiver of any provision of this Agreement.

11. RAINOUTS

The Parties understand and acknowledge that from time to time it will be necessary to shut down the athletic fields at the Premises due to weather ("Rainouts"). The Parties agree that Rainouts will be considered those times which the fields are closed when City, as owner, prohibits the use of the fields because of weather and Rainouts shall not be considered a breach of this Agreement. The City will use its best efforts to work with User to reschedule an event that had to be cancelled due to a Rainout, but cannot guarantee that an event can be rescheduled.

12. NON-DISCRIMINATION

To the extent required by all local, State and Federal statutory and constitutional non-discrimination provisions, the User will not discriminate against any player, coach, spectator, visitor, invitee, employee of User, employee of City, or any other visitor to the Premises.

13. INSURANCE

User shall maintain at all times during the Term of this Agreement, and prior to any entry upon the Premises hereunder, commercial general liability insurance against all claims for personal injury, death, or property damage occurring on the Premises with minimum limits of liability of Two Million Dollars (\$2,000,000.00) per person, Two Million Dollars (\$2,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) property damage, and with excess coverage of at least Five Million Dollars (\$5,000,000.00) per occurrence. User shall also maintain at all times during the Term of this Agreement worker's compensation insurance required by the laws of the State of Missouri with employers' liability with limits of \$500,000.00 each accident, \$500,000.00 disease policy limit, \$500,000.00 disease-each employee. During the Term of this Agreement, User shall also maintain an additional rider specifically for the sale of alcoholic beverages if User will be providing alcohol as part of its concession operations. All such insurance to be carried by User hereunder shall be obtained by the User at User's sole cost and expense, and shall name City as additional insured. Nothing herein shall be construed or interpreted as a waiver of the City's sovereign immunity. Copies of the policies required hereunder, or certificates thereof, shall be furnished to City within thirty (30) days following the Effective Date, and copies of certificates evidencing the renewal of such policies shall be delivered to City within thirty (30) days after the date when such renewal was due. Each of said policies shall provide for not less than thirty (30) days' written notice prior to any cancellation or material adverse amendment of such policy. All such insurance policies shall be issued by an insurer authorized to insure in the State of Missouri and with an A.M. Best rating of A- or better. City shall have the right to have the liability limits of User's insurance carried hereunder increased every five (5) years to reflect an amount which a reasonably prudent landlord would require a tenant under a ground lease to carry at such time if such ground lease were first being entered into at such time.

User expressly waives any and all rights of subrogation, reimbursement, exoneration, or contribution of any other claim which User may now or hereafter have against the City, the City's

elected officials, employees, agents, and representatives, arising from the existence or performance of this Agreement, until termination of this Agreement.

14. INDEMNITY

User shall indemnify, protect, defend, and hold City, and its officers, employees, and agents, harmless from and against any and all claims, demands, liabilities, and costs, including attorney's fees, arising from (i) any condition of the Premises; (ii) any breach or default on the part of User under this Agreement; (iii) any act of negligence, omission, or willful conduct of User or any invitee or guest of User; or (iv) damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Premises during the Term of this Agreement; and User shall defend City in any action or proceeding brought in connection with any of the foregoing. The foregoing indemnity and obligation to defend shall not apply to claims resulting from the gross negligence or willful misconduct of City.

15. ALTERATIONS

During the Term of this Agreement, City may erect any buildings or other improvements on the Premises consistent with the terms of this Agreement, including those improvements set forth in Exhibits hereto. City may make such other or additional improvements as are consistent with this Agreement. All alterations, additions, buildings, improvements, and other installations of City of any kind shall comply with applicable laws, regulations, ordinances (including City's ordinances), this Agreement, and private restrictions and agreements of record. City will discuss and collaborate with User in determining what improvements are necessary for the Premises, but City shall have sole and final discretion to determine what improvements are made to the Premises.

16. CASUALTY LOSS

If the buildings or other improvements located on the Premises should be damaged by fire, flood, or other casualty so that in the reasonable judgment of City the business conducted on the Premises could not be conducted in a normal manner until the building or improvements are repaired or reconstructed, then City may, at its option, either (A) repair or reconstruct the buildings or improvements, or (B) within ninety (90) days after the date of the fire or other casualty terminate this Agreement by written notice to User. In the event City elects to repair or reconstruct the buildings or improvements, then this Agreement shall continue in force and effect without abatement of payment. If City elects to terminate the Agreement, User shall only owe the pro-rata share of the Fees that would be due and owing through the date of the fire or other casualty. User shall have no right to any insurance proceeds received by City or paid out for the Premises.

If the building or other improvements located on the Premises should be damaged by fire or other casualty but the damage is sufficiently limited that in the reasonable judgment of City the business conducted on the Premises can continue to be conducted in a normal manner while the buildings and improvements are being repaired, then City shall repair the buildings or improvements and this Agreement shall continue in full force and effect.

17. COMPLIANCE WITH APPLICABLE LAWS

User shall use the Premises in compliance with all applicable laws and ordinances (including the zoning and building ordinances of the City), and in compliance with the terms of this Agreement. User shall obtain all required licenses and permits from the City, County, and State. User shall not commit, or allow others to commit, any waste to the Premises. User shall not permit any part of the Premises to be operated for any public or private nuisance (including for the generation of light pollution, loud noises, or unpleasant odors). User's use of the Premises shall, without limitation, comply with all accessibility laws such as the Americans with Disabilities Act. If the Premises is encumbered by any private restrictions or agreements, User's use shall also comply with the same.

18. ACCESS TO PREMISES BY CITY: RETAINED RIGHTS OF CITY

City shall have access to the Premises at all reasonable hours during the Term for the purpose of examining the same; provided, however, that City shall not unreasonably interfere in any way with the business of User.

City shall have the right to grant easements over and upon the Premises so long as the same do not materially impair User's rights hereunder, and User shall join in the same if requested to do so by the City.

19. ACCESS TO BOOKS AND FINANCIAL RECORDS

User shall keep full and accurate accounts, records, books, journals, ledgers and data (collectively, "Records") with respect to the business done by User under this Agreement, including but not limited to all fees collected, concession sales and sponsorships, which Records shall at all times show truthfully, accurately and fully the compliance of User with its respective obligations under this Agreement. City shall have the right, through its designated representatives, at all reasonable times, upon reasonable advance notice, to inspect the Records of User as necessary to verify the sales, revenues generated and fees collected pursuant to this Agreement. Additionally, City shall have the right to review the User's scheduling of various programs and events at the Premises. User shall retain all Records at all times during any Term of this Agreement, and for at least three (3) years thereafter, and shall make the Records available to the City during regular business hours, wherever the Records are maintained, within ten (10) days after receipt of demand for inspection from the City. City shall have the right to make copies of all Records and all supporting data upon reasonable notice to the User.

20. NONWAIVER

The failure of City or User to enforce any of the rights given to it under this Agreement by reason of the violation of any of the covenants in this Agreement to be performed by User or City shall not be construed as a waiver of the rights of City or User to exercise any such rights as to any subsequent violations of such covenants, or as a waiver of any of the rights given to City or User by reason of the violation of any of the other covenants of this Agreement.

21. CONSTRUCTION OF AGREEMENT

Wherever used herein, the words "City", "Owner", "User", "CBSA", "Ascension", and "CAA" shall be deemed to include the heirs, personal representatives, legal representatives, successors, and assigns of said entities, unless the context excludes such construction.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. 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, corporations, and other entities, 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. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

Whenever an item or items are listed after the words "include" or "including," such listing is not intended to be a listing that excludes items not listed.

Except as expressly provided in this Agreement, (1) whenever the consent or approval of a Party is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, (2) where an act is to be performed to the satisfaction of a Party, it shall be performed to such Party's reasonable satisfaction, and (3) where a Party is obligated to use its judgment or discretion, such judgment or discretion shall be reasonable.

22. DISPUTE RESOLUTION

In the event of any controversy or claim arising out of or relating to this Agreement, its interpretation, application, or enforcement, or the breach or alleged breach thereof (defined herein as "Claim" or "Controversy"), the Party asserting any such Claim or Controversy shall provide prompt written notice of the existence of the Claim or Controversy to the other Party (the "Claim Notice"). To the extent the Parties cannot resolve the Claim or Controversy within ten days of receipt of the Claim Notice, then the Parties hereby agree to attend at least one mediation session within thirty (30) days of the Notice, unless the Parties jointly agree to a different timeframe for the mediation. The Parties may not commence any litigation proceeding ("Proceeding") prior to the mediation session, except any Party may commence a Proceeding prior to mediation if: (i) by operation of law the Proceeding must be commenced prior to mediation in order for the Proceeding to be timely under the applicable statute(s) of limitations, in which event the Parties shall take no further action in the proceedings post-filing and the litigation will be stayed by agreement until seven days following the mediation session; and/or (ii) the Party commencing the proceeding is seeking temporary and/or preliminary injunctive relief. Mediation will take place in St. Louis County, Missouri and all Parties must have at least one representative physically present at mediation. The Parties shall work in good faith to agree on the mediator, the time, date, and location of mediation. The Parties shall split the costs of mediation, each Party to pay their own attorney's fees. In the event that the Parties cannot agree on a mediator, the Parties will each select

a mediator and those two mediators will agree on and select a third mediator who will conduct the mediation. Each Party will pay their selected mediator's fees for choosing the third mediator.

23. INVALIDITY OF PROVISIONS

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.

24. SERVICE OF NOTICE

Any notice, demand, or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if (a) personally delivered, (b) sent via national overnight courier (e.g. Federal Express); or (c) mailed by certified United States first class mail, postage prepaid,

In the case of City, to:

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

With a copy to:

The Graville Law Firm, LLC
13354 Manchester Road, Ste 210
Des Peres, Missouri 63131
Attn: Chris Graville

In the case of User, to:

Rick Thurman
16047 Collins Ave.
Unit 3701
Sunny Isles Beach, FL 33160

or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other as provided in this paragraph. Notices sent by personal delivery shall be deemed received on the date of delivery; notices sent by overnight delivery service shall be deemed received the next business day after the same has been deposited with the overnight carrier for next business day delivery; notice sent by certified mail shall be deemed received three business days after being deposited in the U.S. Mail. All postage or delivery charges shall be the responsibility of the sender of such notice. Refusal to accept delivery shall be deemed acceptance of delivery with the date of refusal being the date of receipt of the notice.

25. EXAMINATION OF AGREEMENT

City and User hereby acknowledge that they have each read, understood and had the opportunity to be advised by legal counsel as to all of the provisions of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that any court interpreting this Agreement shall not apply a presumption that the terms hereof should be construed more strictly against one Party than the other by reason of the rule that a document is to be more strictly construed against the Party who prepared the document or the initial draft of the document. Both Parties acknowledge that this Agreement is the product of extensive negotiations between the Parties and that both Parties have contributed substantially to the final preparation of the terms and provisions of this Agreement. Typewritten or handwritten provisions inserted in this Agreement and initialed by both Parties, and any amendment or addenda initialed or signed by both Parties, shall control in the event of any conflict or inconsistency with any other provisions of this Agreement, and handwritten provisions initialed by both Parties shall control over typewritten provisions.

26. HEADINGS

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

27. COSTS AND ATTORNEYS' FEES

If either Party shall bring an action to recover any sum due hereunder, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the court may award to such prevailing Party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law).

28. APPLICABLE LAW; VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri. The sole venue for any action filed in connection with this Agreement shall be the Circuit Court of St. Louis County, Missouri, and each Party agrees to waive any defense of an inconvenient forum. The Parties expressly waive their right to remove any matter brought in Circuit Court to federal court or to institute any action in federal court.

29. NO PARTNERSHIP OR JOINT VENTURE

City shall not, by virtue of this Agreement, in any way or for any purpose, be deemed to be a partner of User in the conduct of User's business upon, within or from the Premises or otherwise, or a joint venture or a member of a joint enterprise with User.

30. INDEPENDENT CONTRACTOR

Neither Party, nor its agents or employees shall be deemed the agent of the other. Neither Party shall have the right to bind the other, transact any business in the other's name or incur any liability for or on behalf of the other Party.

31. FORCE MAJEURE

Unless otherwise expressly provided in this Agreement, a Party shall not be liable to the other Party for delays or failures in performance of any of its obligations under this Agreement because of any delay caused by Force Majeure. "Force Majeure" includes for purposes of this Agreement, orders of any kind of any court or governmental body, strikes, lockouts, riots, acts of God, epidemics, pandemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storms, washouts, droughts, tornadoes, cyclones, floods, unusually adverse weather conditions, unusually wet soil conditions, civil war, invasion or acts of a public enemy, failure of utilities, governmental restrictions or priorities, or wrongful refusal or failure to issue any necessary permits or legal authorization by any governmental entity,. If a delay or failure of performance occurs that is excusable under this provision, the period for performance shall be extended for a time equal to the time lost because of the Force Majeure event.

32. NO THIRD-PARTY BENEFICIARIES

The provisions of this Agreement are for the benefit of User or City, and no other Parties shall have any right or claim against User or City by reason of this Agreement or be entitled to benefit therefrom or to enforce any of the provisions thereof.

33. TIME FRAMES

If any date hereunder falls on a Saturday, Sunday or legal holiday, such date shall automatically be extended until the next following business day. For purpose of this Agreement, Saturday is not a "business day".

34. ENTIRE AGREEMENT

This Agreement contains the entire agreement of City and User with respect to the use of the Premises, and all prior negotiations, representations and understandings (except for those in the Memorandum of Understanding) are merged into this Agreement. Any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement in whole or in part unless such agreement is in writing and signed by a duly authorized officer or person on behalf of the Party against whom enforcement of the change, modification or discharge is sought. This Agreement may be executed in more than one counterpart, and each counterpart shall constitute an original.

35. AUTHORITY

By execution of this Agreement, the undersigned, signing on behalf of User, hereby represents and warrants that (i) this Agreement has been duly authorized and executed on behalf of User and constitutes a valid and binding agreement of User; (ii) User has obtained all consents,

releases and permissions and given all required notifications related to the transactions herein contemplated and required under any covenant, agreement or encumbrance to which User is a Party or by which User is bound; (iii) User now has, and on the Commencement Date will have, full right and authority to execute and deliver this Agreement, and all documents and instruments required of it for the performance of this Agreement; and (iv) User is now, and on the Commencement Date will be, a corporation duly organized, validly existing and in good standing under the laws of the State of Iowa.

36. CITY'S LIABILITY

The term "City" as used in this Agreement, as far as the covenants and agreements of City in this Agreement are concerned, shall be construed to mean only the holder or holders of City's interest in the Premises at the time in question. In the event of any transfer or transfers of City's interest, other than a transfer for security prior to foreclosure thereof, so long as the assignee of the City assumes and agrees to perform all of the liabilities and covenants of the City hereunder thereafter arising, the City herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved, as to occurrences after the date of such transfer, from all duties and obligations relating to the performance of any covenants or agreements on the part of City to be performed or observed after such transfer. It is the intent of this section that the provisions of this Agreement shall be binding upon City, its successors and assigns only during and in respect of their respective successive periods of ownership. In any event, and notwithstanding any other provision of this Agreement, neither City (including any successor City) nor any officer, official, director, manager, member, agent, partner, trustee, beneficiary, or employee thereof shall be liable in an individual or personal capacity for the performance or nonperformance of any agreement, covenant, or obligation of City contained in this Agreement, and City's liability shall be limited to the amounts paid to City under this Agreement.

37. EXHIBITS

Exhibits A through G (all of which are hereby incorporated herein by this reference), as follows:

Exhibit A	The Premises
Exhibit B	Other Agreements
Exhibit C	Concession Equipment Inventory
Exhibit D	Premises Rules and Responsibilities
Exhibit E	Park Rules and Regulations
Exhibit F	Gates and Fencing
Exhibit G	Non-Local Sponsors and Venues

IN WITNESS WHEREOF, the City and User have caused this Facility Use License Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as of the Effective Date.

[SIGNATURE PAGES TO FOLLOW]

CITY:

CITY OF CHESTERFIELD, MISSOURI

(SEAL)

Bob Nation

Bob Nation, Mayor

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

On this plfflMay of TfUTfc 20 >before me appeared BOB NATION, to me personally known, who, being by me duly sworn, did say that he is the Mayor of Chesterfield, Missouri, a city of the third class of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of the City by authority of its City Council; and he acknowledged said instrument to be the free act and deed of said City.

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



Molly Heberer

Printed Name: Molly Heberer
Notary Public in and for said State
Commissioned in flwdn. County

(SEAL)

My commission expires: 4/09/2023



**CITY OF CHESTERFIELD - PUBLIC NOTICE
EXECUTIVE SESSION (CLOSED MEETING)
MONDAY, OCTOBER 16, 2023**

An Executive Session (closed meeting) has been scheduled to take place immediately following the Agenda Review Meeting on Monday, October 16, 2023, which itself is scheduled to begin at 6:00 PM.

The purpose of this meeting is to provide the opportunity for confidential communication by/among the City's elected officials, their City Attorney, and appropriate City Staff.

The discussion during this Executive Session is scheduled to include the following:

RSMo 610.021 (1) (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. However, any minutes, vote or settlement agreement relating to legal actions, causes of action or litigation involving a public governmental body or any agent or entity representing its interests or acting on its behalf or with its authority, including any insurance company acting on behalf of a public government body as its insured, shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement, unless, prior to final disposition, the settlement agreement is ordered closed by a court after a written finding that the adverse impact to a plaintiff or plaintiffs to the action clearly outweighs the public policy considerations of section [610.011](#), however, the amount of any moneys paid by, or on behalf of, the public governmental body shall be disclosed; provided, however, in matters involving the exercise of the power of eminent domain, the vote shall be announced or become public immediately following the action on the motion to authorize institution of such a legal action. Legal work product shall be considered a closed record;

Any/all questions, in advance of this meeting, should be directed to the undersigned.

A handwritten signature in cursive script, appearing to read "M. Geisel".

Michael O. Geisel
City Administrator
Chesterfield, Missouri