

October 17, 2016

CITY OF CHESTERFIELD TO LEASE CITY PARK PROPERTY TO DEVELOPERS FOR A SPORTS COMPLEX, SPORTS DOME AND HOTEL:

The City of Chesterfield has signed a letter of intent to lease 30 acres of parkland and not sell it to Buck Innovation Group, but lease to the Buck group for 50 years. The area to be developed by Dan Buck will feature an indoor sports dome for baseball and other sports, outdoor baseball fields, a hotel, shops and restaurants. Cardinal's manager Mike Matheny is also a front man for this group.



Dan Buck (not related to Jack Buck)

City of Chesterfield to become developer and real estate investor: Not only is the City of Chesterfield going to lease 30 acres east of the City's Parks & Rec headquarters on the North Outer Forty Road, but the city has signed a letter of intent to buy another 22 acres east of that location that they can also lease to the Buck Group.

CITY OF CHESTERFIELD WILL BE SPENDING \$2,051,000 TO BUY 22 ACRES THEN WILL LEASE BACK TO THE GROUP HEADED BY DAN BUCK AND MIKE MATHENY: After a 3-hour seminar in July about watching the city's money and spending for the next five years and after cutting \$112,000 to Stages, the Civic Orchestra and the Chamber of Commerce in October, it turns out at the same time the council voted to enter into a real estate deal that will cost the city \$2,051,000. This begs the question of "Why don't Buck and Matheny buy the property themselves?"

REAL ESTATE PURCHASE CONTRACT

September 29, 2016

THE SUCCESSFUL INVESTORS, LLC a Missouri limited liability company ("Seller") received from The City of Chesterfield, Missouri ("Purchaser"), the sum of Five Thousand and 00/100 Dollars (\$5,000.00) as an "Earnest Deposit" and as part of the cash consideration of the purchase of the following described property situated in the City of Chesterfield, State of Missouri, known or described as:

approximately 21.74 acres (+/-) located generally at 17795 N. Outer 40 Road, Chesterfield, Missouri 63005 (Locator Number: 17V630059)

(exact legal description in deed into Seller to govern; provided, however, if Purchaser's survey differs from legal description in deed into Seller, Seller will also execute a quitclaim deed using Purchaser's survey description) together with all rights in abutting roads and rights-of-way and together with the improvements thereon and appurtenances, (including reversionary rights as to roadways through or along the Property) fixtures and equipment and plans, drawings, surveys and similar documents thereto belonging (herein collectively the "Property") which Property is this day agreed by Seller to be sold to Purchaser and agreed by Purchaser to be purchased from Seller, subject to approval of Seller by 5:00 p.m., _____, 2016 and not otherwise for the total purchase price of Two Million Fifty One Thousand and 00/100 Dollars (\$2,051,000.00) ("Purchase Price"), on the following terms:

Earnest Deposit (to be deposited within five (5) business days of Contract acceptance)	\$ 5,000.00
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Cash to be paid on closing of sale as set forth herein (subject to adjustments as provided herein)	\$ 2,046,000.00
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Total Purchase Price ALL CASH	\$ 2,051,000.00
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THE TERMS AND CONDITIONS OF THE ADDENDUM TO REAL ESTATE PURCHASE CONTRACT, IS ATTACHED HERETO AND HEREBY MADE A PART OF THIS CONTRACT BY THIS REFERENCE (the "ADDENDUM").

The sale under this Contract shall be closed under the **SALE CONDITIONS AND CLOSING PRACTICES**, attached hereto and hereby made a part of this Contract, by this reference ("Sales Conditions"), at the office of a title company to be determined by Purchaser ("Title Company").


All adjustments to the Purchase Price shall be made as of closing. Title to pass when the sale is closed. Time is of the essence in this Contract. Seller shall deliver unrestricted possession of the Property to Purchaser at closing, unless provided otherwise herein.

SELLER:
The Successful Investors, LLC

PURCHASER:
The City of Chesterfield, Missouri

By: The Lipton Group, Inc., its
Manager

By: 
Randy Lipton, President

By:  9/30/16
Title: MAYOR

Address:

Address:

c/o The Lipton Group, Inc.
7211 Delmar Blvd.
St. Louis, MO 63130

Phone:
Facsimile:

Phone: 314-863-8000
Facsimile: 314-863-8001

IS THE CARDINAL MANAGER READY TO MOVE BACK IN WITH HIS IN-LAWS:

Cardinal Manager Mike Matheny has already lost his shirt with a Chesterfield Valley land development deal that went south on the arrival of the 2008 recession. Matheny's group at the time had a \$7,525,000 court judgment against them for failure to repay bank loans over a real estate deal in Chesterfield Valley. Matheny was broke and moved in with the in-laws for a while. He and his wife with the help from the Cardinals paid back the court judgment against them. He and his wife eventually paid back \$4.2-million and were released from the judgment.

The Cardinal's manager is once again involved with a Chesterfield Valley scheme. He is a front man with Buck for the Sports Dome.



KEEPING THE DEAL SECRET FROM PUBLIC, RESIDENTS AND VOTERS Buck and Matheny wanted to sell this idea to the City Council. They could not make a presentation to four or more councilpersons without either breaking the Missouri Sunshine Law or forcing them to publicly post the meetings. So in late spring of 2016 councilpersons met with them two at a time at City Hall.

Early on this deal intentionally kept the public in the dark.

Why would the City want to keep this deal a secret? If more developers or interested parties knew about this perhaps the overall price could have been driven up. (All documents concerning this deal are now posted on the homepage of our website.)

NO NEW TAXES, BUT A DRAIN ON SERVICES. Since the city is leasing the property to Matheny and Buck it will mean no property taxes will be paid on the entire project, since it is owned by a city. The problem with this is that there will be ambulance calls to a sports center. There will be required fire inspections at a hotel. Who will be paying for these services from the Monarch Fire District? Mike Matheny and Dan Buck won't be. The city won't be.

The people who will be paying will be homeowners in Chesterfield. How can the city force a public safety agency to provide services without reimbursing them? Apparently by leasing city owned property to a group that claims to be non-profit but who will be running a commercial enterprise, they can do just that.

The Letter of Agreement also includes a section that would allow either a TDD (Transportation Development District) tax and or a CID (Commercial Improvement District Tax) on all sales. How about that! A city owned piece of property exempt from real estate taxes but subject charging people excessive sales taxes.

I hope some Chesterfield Taxpayer appeals this cozy set up to the County Assessor. It would also be nice to see Monarch step up with a court action and slow this down.

The Sports Dome project isn't a charity operation. The following is from the letter of intent about the operation:

Hotel: A full service hotel with 150-220 rooms which will include meeting room space and conference rooms, and will offer a restaurant, bar, and potential gift shop and coffee shop, which additional ancillary uses to the hotel and not included in the Retail Component described below.

Fitness and Exercise Center: 5000-8000 square feet for public access through annual memberships. A private workout facility may also be incorporated to serve athletes in a restricted training environment.

Retail: A small sporting goods store and several eating establishments in a small food court area. It is anticipated that the retail/food court will be approximately 30,000 square feet.

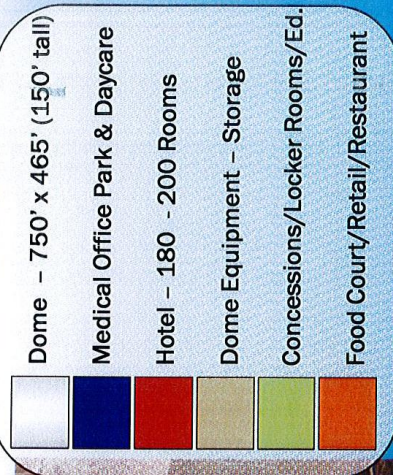
CITIZEN INPUT: The City Council avoided any citizen input by keeping this in closed secret executive sessions. The public had no opportunity to comment on this prior to the contracts being signed. There is a 60-day clause that would allow a possible escape. Perhaps people filling the council chambers threatening not to vote for anyone in April who doesn't vote to overturn this might have some effect. However, as much as this reeks of "bad government" I doubt if that many people really care. The police and ambulance service is very good and the city streets get plowed of snow quickly.

FOR AND AGAINST: Here is how the votes have been.

<u>Against the Deal</u>	<u>For the Deal</u>
Barb McGuinness	Barry Flachsbart
Dan Hurt	Bridget Nations
Tom DeCampi	Guy Tilmann
	Bruce DeGroot
	Randy Logan

"The concept is, the leasing of the property would allow a compatible resource for our park system," said Chesterfield Mayor Bob Nation.

EXHIBIT B - MULTI-SPORT DOME WITH INTEGRATED CONCESSIONS, RETAIL, HOTEL, AND OFFICE PARK & ADJACENT 3,000 SEAT STADIUM AND TURFED FIELDS



- Dome - 750' x 465' (150' tall)
- Medical Office Park & Daycare
- Hotel - 180 - 200 Rooms
- Dome Equipment - Storage
- Concessions/Locker Rooms/Ed.
- Food Court/Retail/Restaurant

