

## Libbey Tucker

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**From:** Dan Buck <dbuck@buckinnovationgroup.com>  
**Sent:** Thursday, May 18, 2017 10:47 AM  
**To:** Mike Geisel  
**Cc:** Libbey Tucker; Chris Graville  
**Subject:** Re: BIG SPORTS

Right... but our \$25m in current commitments, plus whatever the county commitment is, ISN'T all philanthropic support. So we plan to show over \$35m in total financing (assuming the county can do a minimum of \$10m in infrastructure support)... but it's only \$20m in philanthropy... So, technically, the way the wording reads, we didn't hit \$23m in philanthropy. The fact is we NEVER planned to hit \$23m... would be nice, but our goal was only \$18m to make it a go (50%).

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**From:** Mike Geisel <mgeisel@chesterfield.mo.us>  
**Sent:** Thursday, May 18, 2017 10:42 AM  
**To:** Dan Buck  
**Cc:** Libbey Tucker; Chris Graville  
**Subject:** RE: BIG SPORTS

*The County's financial contribution is also a commitment that is to be counted.*

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**From:** Dan Buck [mailto:dbuck@buckinnovationgroup.com]  
**Sent:** Thursday, May 18, 2017 10:31 AM  
**To:** Mike Geisel <mgeisel@chesterfield.mo.us>  
**Cc:** Libbey Tucker <LTucker@chesterfield.mo.us>; Chris Graville <cbg@gravillelaw.com>  
**Subject:** Re: BIG SPORTS

Mike - We meet with the county economic partnership today. We also have financing commitment letters (for both our philanthropic pledges and land acquisition and pre-development) totaling \$25 million. We will also get a Private Backed Bond commitment for \$14 to \$18 million IF and when the county comes through with an infrastructure funding commitment.

Just to clarify, when asked in that meeting if we could have "funding commitments of \$23m" by June 1st, I agreed to that number knowing our combined philanthropic, land acquisition financing and public support for the infrastructure would exceed that amount. The council isn't expecting \$23 million in PHILANTHROPIC alone??? That's **more than the entire campaign goal**, which is only \$18m or 50% of the sports facilities costs. We have an equity loan commitment from Simmons Bank of \$20m backed by our donors and sponsor commitments to date. The remaining funding on the sports complex (a tax-exempt bond) will be backed by operational leases and revenue sharing from the various tenants/partners. That will be finalized closer to breaking ground and after tenants/hotels/ partners are secured. I even asked you many weeks ago if it was \$23 million in TOTAL financing commitments and you said yes.

We meet this afternoon with St. Louis Co. officials to hear their "plan" for supporting the storm and sanitary sewer, water lines, and road improvements to and at the site. I'm told TDD funding is likely a part of their mix. Has St. Louis Co. approached the CV TDD about an allocation towards this infrastructure support? Would be good to know before heading into my 2:30pm meeting.

The levee district has weighed-in on the preliminary plan for the footings and our engineers and construction management company, are confident in gaining their final approval. However, I seriously doubt we can get a "letter of approval" before the Levee District sees the actual engineering plan and design drawings. Conceptual, they've told us what we need to do (Raise the ground 42"-48" to minimize the penetration of the peers). But a "letter of approval" without full drawings is doubtful. We aren't going to full engineering or even taking down the ground, until we know the infrastructure is coming to the site. The city won't buy their land and we aren't going to move on our land purchase... until we know water and sewer are coming. No bank would even lend us \$\$ without the infrastructure commitment being in place. So, I don't know how you'll manage item (iv). But the city hasn't even taken down their tract of land because we're all waiting on the county to decide if their going to support the much needed infrastructure.

If the city council is really going to "cancel" this contract based on item 4, or the fact that we have a \$20m (not \$23) equity commitment (from pledges/sponsors) - then obviously they don't want to see the project move forward in Chesterfield. Quite honestly, should the county not be able to meet the infrastructure needs or the TDD is not willing to be a part of that funding package, then the contract will be null and void and you'll get your land freed up and we'll move to another community.

I appreciate all you've done Mike to help us get to this point. However, we sense the political will in Chesterfield is waning and what we're quickly realizing is that many other communities are eager and anxious to work with us and will offer a MUCH larger amount of support and enthusiasm. If the city council's arbitrary June 1st deadline is going to kill this agreement over some technicalities (items that we don't control such as the timing of the county decision making, levee district approval, land acquired without infrastructure decision, etc.), then it's likely a blessing in disguise to our ownership group. We'll present all the progress we're making and let them decide. Also, this afternoon will be a clear indicator to us if the POWERplex will be in Chesterfield Valley and St. Louis County.

Dan

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**From:** Mike Geisel <[mgeisel@chesterfield.mo.us](mailto:mgeisel@chesterfield.mo.us)>  
**Sent:** Thursday, May 18, 2017 8:45:17 AM  
**To:** Dan Buck  
**Cc:** Libbey Tucker; Chris Graville  
**Subject:** BIG SPORTS

Dan:

We, the City, just had our second meeting of the month in May. As my duties require, I now turn my attention to preparation for City Council's next meeting and compilation of the meeting packet. Our next Council meeting is scheduled for Monday, June 5<sup>th</sup>. Obviously, the contract terms of our development agreement have date specific requirements that we will have to address on that evening. To my knowledge, none of these have been satisfied to date. I wanted to make sure that we are all aware of the pending calendar deadlines such that Council can be informed and prepared to act at their next meeting.

Excerpted from the development agreement:

(b) *Financing Commitment and Other Obligations* provisions of this Section 4.1(b) shall apply notwithstanding the Ground Lease to the contrary. Developer shall deliver to the City (collectively called the “**June 1 Deliverables**”) for the City’s review and in its discretion:

(i) Firm and binding written commitments from the City for the Development Project (the “**Financing Commitment**”), (y) binding, irrevocable philanthropic commitments to cover the remaining costs of the Development Project, and (z) letters of intent from the City to finance the remaining costs of the Development Project.

(ii) Preliminary written confirmation from the City (the “**Levee District**”) regarding the permissibility of the Development Project to be located and to contain certain elements to support the Sports Dome and other Project elements.

(iii) Preliminary written confirmation from the City of the County’s support of the Development Project and a commitment from the County is willing to provide to the Development Project certain elements.

(iv) Written evidence that the Development Project is located on the Property, which may be in the form of a recorded certificate of title.

If the June 1 Deliverables are unsatisfactory to the City, the City shall have the absolute right to terminate this Agreement no later than June 21, 2017 (the “**Termination Notice**”). The termination of the Ground Lease in such event. Additional

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